# City of South Lake Tahoe
# City Council
## Meeting Agenda
## Tuesday, March 24, 2026 at 5:30 pm
## City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

**City Council**
Cody Bass, Mayor
Keith Roberts, Mayor Pro Tem
Scott Robbins, Councilmember
David Jinkens, Councilmember
Heather Horgan, Councilmember

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

**Public Participation**
City Council meetings are held in person at the time and location listed on this agenda. 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:

**Remote Public Participation:** If you would like to participate remotely, please join the ZOOM meeting by using this link: https://us02web.zoom.us/j/84324783383 If you would like to make a comment, wait for the agenda item to begin, then press the "raise hand" button. Meetings are also live-streamed (for viewing only) on Channel 21, the City website at www.cityofslt.us, and YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live

***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 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)].

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

**Call to Order/Pledge of Allegiance**

**Roll Call**

**Closed Session Report**

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

**City Commission and Student Advisor Reports**

**Consent Agenda**
Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes per item and six (6) minutes total per speaker.
The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

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

**1.** City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the minutes from the March 10, 2026, City Council meetings.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk and Susan Blankenship, City Clerk
Item 1- Executive Summary.pdf
01- 03 10 2026 City Council Meeting Minutes.pdf

**2.** 2025 General Plan and Housing Element Annual Progress Reports
Requested Action / Suggested Motions: Pass a Resolution accepting the 2025 General Plan and Housing Element Annual Progress Reports and directing staff to submit the collective Reports to the Governor's Office of Land Use and Climate Innovation and the California Department of Housing and Community Development by April 1, 2026.
Responsible Staff Member(s): Katherine Moore, Assistant Planner, and Crystal Plotner, Assistant Housing Planner
Item 2- Executive Summary.pdf
01-Staff Report-2025 GP & HE APRs.docx
02-2025 GP & HE APRs.pdf
03-Resolution-2025 General Plan Annual Report.docx
05-Highlights-2025 GP & HE APRs.pptx
04-Resolution_2026-003_PC_Recommendation.pdf

**3.** Acceptance and Execution of Grant from California Office of Emergency Services for Domestic Violence Programs
Requested Action / Suggested Motions: Pass a Resolution authorizing the Chief of Police to execute grant subaward agreement with Vista Rise Collective (formerly Live Violence Free), and authorizing receipt of grant funds awarded from the California Office of Emergency Services (CalOES) through the Law Enforcement Specialized Unit Grant for calendar year 2026 in an amount up to $203,142.
Responsible Staff Member(s): Lt. Scott Crivelli
Item 3- Executive Summary.pdf
01-Staff Report - CalOES Grant.docx
02-Resolution - CalOES Vista Rise Collective Grant.docx
03-Operating Agreement with Vista Rise 2024-2029.pdf
04-Prior Operating Agreement with Vista Rise 2024-2029.pdf
05-CalOES Grant Subaward LE25028001.pdf

**4.** Ratification of Participating Agreement with USDA Forest Service for Construction of the SEZ Enhancement Project, as part of the Upper Bijou Park Creek Watershed Restoration Project
Requested Action / Suggested Motions: Pass a Motion ratifying the execution of the Participating Agreement between the City and the USDA Forest Service Lake Tahoe Basin Management Unit for the SEZ Enhancements Project (part of the Upper Bijou Park Creek Watershed Restoration Project).
CEQA Determination: The Planning Commission adopted the CEQA Initial Study/Mitigated Negative Declaration for the project on November 19, 2020 (SCH # 202090564), and adopted Addendum No. 1 on May 16, 2024.
Responsible Staff Member(s): Brianna Greenlaw, Senior Civil Engineer
Item 4- Executive Summary.pdf
01-Staff Report - USFS Agreement Ratification.docx
02-USFS Agreement (Executed).pdf
03-SEZ Enhancement City Property.pdf

**5.** Amendment No. 8 to Agreement with Jviation (Woolpert) for Engineering Services and Construction Management for Runway 18/36 Pavement Preservation Project
Requested Action / Suggested Motions: Pass a Resolution: (1) authorizing and directing the Mayor to execute Amendment No. 8 to Master Professional Services Agreement with Jviation (Woolpert) in an amount not to exceed $128,583.00 00; and (2) appropriating from Airport funds $128,583.00 with an additional 10% contingency of $12,858.30 for engineering services and construction management for Runway 18/36 Pavement Preservation 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): Milan Jevic, Airport Maintenance Supervisor

Item 5- Executive Summary.pdf
01 - Staff Report - Amendment 8 - Jviation Runway 18-36
02 - Resolution - Jviation Amendment - 8 Runway 18-36
03 - TVL AIP 054 Amendment No. 8 Runway 18-36
04 - Original Contract

**6.** Amendment to Agreement with Stantec Consulting Services, Inc. for El Dorado Beach Revetment and Improvements Project
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Stantec Consulting Services, Inc. for Phase B services for the El Dorado Beach Revetment and Improvements Project for an additional $332,057.50, for an amended total not-to-exceed amount of $482,028.50 (contingent on approval of funds).
CEQA Determination: This action is statutorily exempt under CEQA Guidelines 15262 (Feasibility and Planning Studies).
Responsible Staff Member(s): Brianna Greenlaw, Senior Civil Engineer
Item 6- Executive Summary.pdf
01-Staff Report - PSA Amendment 1.docx
02-C-016-2026 Stantec Consulting Services Inc.pdf
03-Amendment to Stantec Amendment.doc
04-Amendment 1 Scope.pdf

**7.** Amendments to Agreements with JK Architecture Engineering and SierraCon Inc. for Services on Multigenerational Recreation & Aquatics Center
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to: 1) Execute Amendment No. 9 to the Professional Services Agreement with JK Architecture Engineering for an additional $99,902 to cover extended Construction Administration support requested by the City for a total not-to-exceed amount of $5,210,205; and 2) Execute Amendment No. 5 to the Professional Services Agreement with SierraCon Inc. for an additional $150,405 to cover extended Construction Administration support requested by the City for a total not-to-exceed amount of $2,903,577.80.
CEQA Determination: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file No. 2021120206) and filed the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines 15162.
Responsible Staff Member(s): Ricky Riddle, Construction Manager/Facilities Program Manager
Item 7- Executive Summary.pdf
01-Staff Report-Consultant-Amendments.docx
02-Exhibit A of Amemndment 9 JKAE.pdf
03-Agreement with SierraCon and Amendments 1-4.pdf
04-Amendment 5 to Agreement with Sierracon.doc
05-Exhibit A of Amendment 5 SierraCon.pdf
06-Amendment 9 to Agreement with JKAE.doc
07-Agreement with JKAE and amendments 1-8.pdf

**8.** Ratification of Amendment No.1 to Agreement with NOVA Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (UES) for Special Inspection Services at the Multigenerational Recreation & Aquatics Center
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Ratification of Amendment No. 1 to Agreement with NOVA Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (UES) for an additional $70,026.26 to cover additional special inspection services at the Multigenerational Recreation & Aquatics Center for a total not-to-exceed amount of $400,465.75.

CEQA Determination: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file No. 2021120206) and filed the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines 15162.
Responsible Staff Member(s): Ricky Riddle, Construction Manager/Facilities Program Manager
Item 8- Executive Summary.pdf
01-Staff Report - UES-Amendment No. 1.docx
02-Ratification of Amendment 1 to Agreement with UES.doc
03-Exhibit A to Amendment No 1 to Agreement (2).pdf
04-Original PSA and Resolution.pdf

**9.** Amendment to Agreement with BPR for Inspection, Plan Review, and Permit Technician Services and Amendments to Agreements with TRB and Associates and 4Leaf Inc. for Inspection, Plan Review, and Permit Technician Services
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to: (1) execute Amendment No. 2 to Agreement with BPR for Inspection, Plan Review, and Permit Technician Services for a new not-to-exceed amount of $950,000; and 2) execute Amendment No. 1 to Agreement with TRB and Associates for Inspection, Plan Review, and Permit Technician Services for a new not-to-exceed amount of $350,000; and 3) execute Amendment No. 1 to Agreement with 4Leaf Inc. for Inspection, Plan Review, and Permit Technician Services for a new not-to-exceed amount of $350,000.
Responsible Staff Member(s): Zach Thomas, Director of Development Services
Item 9- Executive Summary.pdf
01-Staff_Report-PSA_Amendments__1_.docx
02-BPR Amendment 2.docx
03-TRB Amendment 1.docx
04-4Leaf Amendment 1.docx
05-C-270-2024 BPR Consulting Amendment 1.pdf
06-C-257-2023 PSA with TRB and Associates.pdf
07-C-256-2023 PSA with 4Leaf Inc..pdf

**10.** Purchase Authorization - Rubrik Licensing and Support
Requested Action / Suggested Motions: Pass a Motion: (1) Approving the purchase of Rubrik subscription licensing and support from Cadence under the State of California CMAS cooperative purchasing agreement in the amount of $67,484.12; and (2) Authorizing the Interim an/or City Manager to execute a Purchase Order for this and subsequent renewal agreements for Rubrik licensing and support, and other substantially similar data protection/backup IT subscription services, procured through valid cooperative purchasing contracts, provided that renewal terms are substantially the same as the current agreements; adequate funding is appropriated in the approved budget; and the authority remains in effect unless modified or rescinded by City Council.
Responsible Staff Member(s): Gabriel Raab, Network Systems Administrator
Item 10- Executive Summary.pdf
01-Staff Report - Rubrik Licensing and Support.docx
02-Quote Rubrik Co-Termed Renewal.pdf
03 - CMAS Juniper -Rubrik Contract #3-20-70-3296E Addendum 2.pdf

**11.** Ordinance Amending Vacation Home Rental (VHR) Regulations to Remove 150-Foot Buffer, Establish a Cap of 900 VHRs in Residential Areas, and Make Other Changes (Second Reading)
Requested Action / Suggested Motions: Pass an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code.
CEQA Determination: This Ordinance is exempt under CEQA Guidelines sections 15061(b)(3) (catchall exemption) and 15308 (amending a regulatory process to protect the environment).

Responsible Staff Member(s): Heather Stroud, City Attorney
Item 11- Executive Summary.pdf
01 - Staff Report - VHR Ordinance Amendments 2nd Reading.docx
02 - Ordinance - VHR Amendments.docx
03 - VHR Ordinance Redline.pdf
04 - Appeal Hearings 2.35 Redline.pdf

**Regular- New Business**

**12.** Fiscal Year 2025-2026 Mid-Year Budget Review, Amendments to the Allocated Permanent Position Listing, and Five-Year Financial Plan Update
Requested Action / Suggested Motions: Pass a Resolution approving FY 2025-2026 Mid-Year Budget Adjustments, Amendments to the Allocated Permanent Positions Listing for Changes Made during Mid-Year and Corresponding Salary Tables.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance and Hilary Roverud, Interim City Manager
Item 12- Executive Summary.pdf
01-Staff Report Mid Year Budget 5yr Plan Mar 2026 rv.docx
02-Resolution Mid-year Budget 2025-2026.docx
03-Position Allocation 25-26 Mar 2026 (Exh. A to Reso).pdf
04-Slry Tbls for Reso eff 3.28.2026 (Exh. B to Reso).pdf
05-5yr Financial Plan & Assumptions March 2026.pdf
06-General Fund Undesignated Fund Balance Activity Mar 2026.pdf
07-Strategic Plan Status Update March 2026
08-Public Works Remaining Workplan FY25-26

**Regular-Unfinished Business**

**13.** Continued Discussion of Comprehensive User Fee Study Report and Policy Direction on Cost Recovery
Requested Action / Suggested Motions: Pass a Motion providing direction regarding User Fees Study and Target Cost Recovery Levels on: (1) the level of cost recovery level desired for fee-supported services (full cost recovery vs. continued subsidy); (2) selection of an appeal fee structure; (3) reconfirming the City's approach to EMS under-recovery; and (4) continued General Fund subsidy levels for recreation and other community-benefit programs.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 13- Executive Summary.pdf
01-Staff_Report-User_Fee_Study_Continued_Discussion.docx
02-GCP User Fee Study Feb 2026 rv.pdf

**Regular-New Business (Continued)**

**14.** Possible Re-Use of Recreation and Swim Complex
Requested Action / Suggested Motions: Receive report and either: (1) Pass a Motion directing staff to explore feasibility and cost of keeping existing Recreation and Swim Complex open, to include inquiring whether any community groups want to rent space in the existing Recreation and Swim Center at full cost recovery and discussing permit requirements and mitigation fee costs with the Tahoe Regional Planning Agency; or (2) take no action.
CEQA Determination: Short-term use of the existing Recreation and Swim Complex is exempt under CEQA Guidelines section 15301 (Existing Facilities).
Responsible Staff Member(s): Heather Stroud, City Attorney Hilary Roverud, Interim City Manager
Item 14- Executive Summary.pdf
01 - Staff Report - Rec Center Use.docx
02-Existing Conditions Report.pdf
03 - 56 Acres Agreement with El Dorado County.pdf

04 - Ground Lease.pdf
05 - 56-Acres Master Plan.pdf
06 - TRPA Permit.pdf

**15.** Resolution Reaffirming the City's Commitment to the Rights, Dignity, and Safety of all Residents
Requested Action / Suggested Motions: Review and consider passing a Resolution reaffirming the City's commitment to the rights, dignity, and safety of all residents, regardless of immigration status, and opposing unconstitutional Federal enforcement actions and overreach.
Responsible Staff Member(s): Hilary Roverud, Interim City Manager
Item 15- Executive Summary.pdf
01-Staff Report - Resolution.docx
02-Resolution.docx

**16.** Recreation Joint Powers Authority Amendment #3 to Agreement & Joint Community Facilities Amendment #3 to Agreement
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Third Amendment to the Joint Powers Agreement creating the South Lake Tahoe Recreation Facilities Joint Powers Authority with El Dorado County and Tahoe Paradise Recreation Park District and execute the Third Amendment to the Amended Joint Community Facilities Agreement.
Responsible Staff Member(s): Hilary Roverud, Interim City Manager, and John Stark, Director of Parks & Recreation
Item 16- Executive Summary.pdf
01-Staff_Report-Recreation_JPA_Amendment__3_to_Agreement 3.17.docx
02-3rd Amendment to JPA- Measure S-Final.pdf
03-3rd Amendment to Joint Community Facilities Agreement- Final.pdf

**Agenda Planning Calendar**

**17.** Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Susan Blankenship, City Clerk, and Hilary Roverud, Interim City Manager
Item 17- Executive Summary.pdf
APC 03 19 2026.pdf

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

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

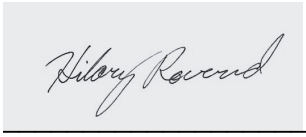
**Adjournment**
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday March 24, 2026, City Council meeting was posted and available for review on Thursday, March 19, 2026, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City's website at https://www.cityofslt.us.
Signed March 19, 2026

\\sb\\ Susan Blankenship, Elected City Clerk

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**1

**Agenda Item:** City Council Meeting Minutes

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

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

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

**Reviewed and Approved By:** Susan Blankenship, City Clerk

**Attachments:**

01- 03 10 2026 City Council Meeting Minutes.pdf

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

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

**Land Acknowledgement**
Mayor Bass read the land acknowledgement.

**Call to Order/Pledge of Allegiance**
Mayor Bass called the meeting to order at 9:12 a.m., and then led the pledge of allegiance.

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

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

**Closed Session Report**
None.

**Public Communications**
**Public comment was heard from the following people:**
1. Melissa Soderston- Thank you Council for considering an Immigrant Resolution, spring bear protection
2. John Carolise- Traffic enforcement needed on Glenwood Way
3. Todd White, Senator Alvarado-Gill Field Representative- Local fire insurance premiums, upcoming El Dorado County Town Hall discussion on mountain lions
4. Danielle Hughes, Tahoe SPARK- Preparing protest to Liberty Utilities NV Energy changes
5. Angie Reagan- Immigrant Resolution
6. Bob Poet- Cannabis tax, Margaritaville conversions, Aster Station, BMO, social media, vacancy tax

**City Commission Reports**
None.

**Consent Agenda**
**Note:** Councilmember Horgan pulled Item 8 from the Consent Agenda.
**Note:** Mayor Bass pulled Item 11 from the Consent Agenda.
**Action:** Moved/Seconded: Horgan/Jinkens
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** Passed the Consent Agenda, excluding Items 8 and 11.

1. **City Council Meeting Minutes**
   **Action:** Passed **Motion 2026-032** approving the minutes from the February 10, 2026, and February 24, 2026, City Council meetings.

2. **2025 Police Department Annual Report**
   **Action:** Received and filed.

3. **Interlocal Contract and Joint Exercise of Powers Agreement with Douglas County, NV for Law Enforcement Mutual Aid**
   **Action:** Passed **Motion 2026-033** authorizing the Chief of Police to execute the Interlocal Contract and Joint Exercise of Powers Agreement with Douglas County, NV **(C-056-2026)** for Law Enforcement Mutual Aid.

4. **2025 Annual Report and 2026 Ordinance Renewal for Military Equipment Use (AB 481)**
   **Action:** Passed **Resolution 2026-023** accepting receipt of the "AB 481 2025 Annual Report" and 2026 approval for renewing Ordinance 2022-1163, "Adoption of 'Military Equipment' Use Policy" and approval of updated "equipment list."
   **Public Comment was heard from the following person:**
   1. Melissa Soderston
   2. Angie Reagan

5. **Disposition of Information Technology Surplus Property**
   **Action:** Passed **Resolution 2026-024** declaring certain Information Technology equipment listed in Exhibit A as surplus and authorizing disposal in accordance with City policy.

6. **Tahoe Regional Planning Agency (TRPA) Grant funding from the United States Forest Service (USFS) for the Cole Family Property Hazardous Fuels Reduction Project**
   **Action:** (1) Passed **Resolution 2026-025** accepting grant funding for the Cole Family Property Hazardous Fuels Reduction Project from the Tahoe Regional Planning Agency (TRPA) funded by the United State Forest Service (USFS); and (2) Passed **Motion 2026-034** authorizing and directing the Mayor to execute the related Memorandum of Understanding with the TRPA (**C-057-2026)**.
   **Public Comment was heard from the following people:**
   1. Ed Mosur
   2. Melissa Soderston

7. **Additional Grant Application to the Federal Aviation Administration (FAA) and Caltrans for Lake Tahoe Airport Runway Maintenance**
   **Action:** Passed **Resolution 2026-026** authorizing the Airport Manager to apply for additional FY 2025 - 2026 Federal Aviation Administration Airport Improvement Program (AIP) Grant in the amount of $50,000.00 in the combined amount of $300,000.00 and FY 2025-2026 Caltrans State Matching Grant for Lake Tahoe Airport in the amount of $2,375.00, which the combined total will be $14,250.00.

8. **Purchase of Two Police Patrol Vehicles and Related Equipment**
   **Note: This item was pulled from the Consent Agenda by Councilmember Horgan.**
   **Action:** Moved/Seconded: Horgan/Jinkens
   **Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
   **Action:** Passed **Motion 2026-035** authorizing the purchase of two (2) 2026 Chevrolet Tahoes from Champion Chevrolet **(C-058-2026)** for $131,749.72; police vehicle electronics, equipment, and installation from Lehr for $65,874.86 under a cooperative purchasing agreement, and other relevant equipment, using existing budget appropriations for a total not to exceed $209,474.70, and authorize the Interim City Manager to execute the corresponding Purchase Orders.

9. **Permanent Local Housing Allocation (PLHA) Grant Loan Agreement, Grant Acceptance, and Budget Appropriation for the Sugar Pine Village Affordable Housing Project** Phase 2B Requested **Action:** Passed **Resolution 2026-027** to accept and authorize the receipt of grant funds, to appropriate the funds, and authorize and direct the Mayor to enter into the Master Predevelopment Loan Agreement with Sugar Pine Phase 2B Housing Partners, L.P. **(C-059-2026)** to loan $4,750,000 of PLHA funds for use in the construction of Phase 2B of the Sugar Pine Village affordable housing project.

10. **Amendment No. 2 to Agreement with Workbench for Preapproved ADU Designs**
**Action:** Passed **Motion 2026-036** authorizing and directing the Mayor to execute Amendment No. 2 to Agreement with Workbench **(C-060-2026)** to increase the budget by an amount not to exceed $10,000 for a total budget of $140,900 and extend the contract term of service to June 30, 2026.

11. **Financing Agreement with Banc of America Public Capital Corp for Snow Removal Equipment**
**Note: This item was pulled from the Consent Agenda by Mayor Bass.**
**Action:** Moved/Seconded: Horgan/Jinkens
**Yes:** Roberts, Robbins, Jinkens, Horgan
**No:** Bass
**Action:** Passed **Resolution 2026-028** authorizing and directing the Mayor Pro Tem to execute Equipment Schedule No. 2 under 2023 Master Lease Schedule of Property, Acquisition Fund and Account Control Agreement and related documents with Banc of America Public Capital Corp **(C-061-2026)** in the principal amount of $1,590,185.76 for the purchase of Snow Removal Equipment.
**Note: Mayor Bass requested an agenda item be brought back on the City's financial policies, evaluating local, state, and United States preferences. (Horgan seconded)**

12. **Contract with Doug Veerkamp General Engineering, Inc. for Construction of Bijou Connector Project and Approval of Amendment No. 3 to Agreement with Eastern Sierra Engineering, Inc. for Construction Support Services**
**Action:** Passed **Motion 2026-037**: 1) authorizing and directing the Mayor to execute the construction contract with Doug Veerkamp General Engineering, Inc. **(C-062-2026)** in the amount of $784,478, with an additional 10% contingency of $78,447.80, for a total construction project budget of $862,925.80; and 2) authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with Eastern Sierra Engineering, Inc. **(C-063-2026)** for construction support services in the amount of $12,700 for a total contract amount not to exceed $381,722.

**Public Hearing**

13. **Ordinance Amending Vacation Home Rental (VHR) Regulations to Remove 150-Foot Buffer, Establish a Cap of 900 VHRs in Residential Areas, and Make Other Changes (First Reading)**
**Action:** Moved/Seconded: Roberts/Jinkens
**Yes:** Roberts, Jinkens, Horgan
**No:** Bass, Robbins
**Action:** Passed **Motion 2026-038** to hold a first reading (by title only) of an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code, and refer second reading and adoption to March 24, 2026.
**Public Comment was heard from the following people:**
1. John Messina
2. Mark Salmon
3. John Stevens *written comment submitted
4. Jerry Benvenuto
5. Ally Giordano, Tahoe Rental Properties *written comment submitted
6. Melissa Soderston
7. Ellen Levoy
8. Althea Marks
9. Ed Mosur
10. Caleb Fry *written comment submitted
11. Judi Allen

12. Bob Poet
13. Andrew Pierce, Attorney for the South Lake Tahoe Property Owners' Group
14. Robyn Johnson
15. Erick Asbury
16. Linette Edwards *written public comment submitted
17. David Krause
18. Lauren
19. Davy Chang
20. Stu Roberson
21. Sharon Kerrigan, South Tahoe Association of Realtors

**Written public comment was received from the following people:**

1. Linnette Edwards
2. Robin Hawkey
3. Cristy Roberts
4. Dustin Allen, South Tahoe Association of Realtors
5. Jessica Grime and Steve Teshara, Tahoe Chamber

**14. Community Development Block Grant Program Coronavirus Response Funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation**

**Note: Councilmember Horgan recused herself from participating on this item due to proximity of rental property and left the meeting.**

**Action:** Moved/Seconded: Robbins/Roberts

**Yes:** Bass, Roberts, Robbins, Jinkens

**Absent (Recused):** Horgan

**Action:** Passed **Motion 2026-039** authorizing staff to submit required documents for closeout to the California Housing and Community Development Department for the Community Development Block Grant Coronavirus (CDBG-CV) Agreement 20-CDBG-CV2-3-00274.

**Public comment was heard from the following person:**

1. Nicholas Swarski, Tahoe Coalition for the Homeless

**Note: At this time, Councilmember Horgan returned to the meeting.**

**Regular-Unfinished Business**

**15. Follow up report from RSG, Inc. on Development of the Chateau Site**

**Note: Mayor Pro Tem Roberts recused himself from participating on this item due to financial interest, and left the meeting.**

**Action:** Moved/Seconded: Robbins/Horgan

**Yes:** Bass, Robbins, Jinkens, Horgan

**Absent (recused):** Roberts

**Action:** Passed **Motion 2026-040** creating a Chateau Development subcommittee consisting of Mayor Bass and Councilmember Jinkens to explore options for development of the Chateau site.

**Action:** Moved/Seconded: Robbins/Jinkens

**Yes:** Bass, Robbins, Jinkens, Horgan

**Absent (recused):** Roberts

**Action:** Passed **Motion 2026-041** extending the contract with RSG until March 11, 2026.

**Action:** Councilmember Robbins requested a discussion item on the Abandoned Construction Nuisance Ordinance (Horgan seconded).

**The following person addressed the Council:**

1. Jim Simon, RSG Principal
2. Carlson Chan, Kawana Holdings LLC, Representative for the Chateau Site Owner

**Public Comment was heard from the following people:**

1. Ed Mosur
2. Melissa Soderston
3. Francois Inshaw

**Note: At this time, Councilmember Roberts returned to the meeting.**

**Regular-New Business**

**16. Ski Run Business Improvement District Annual Report and Budget**

**Action:** Moved/Seconded: Bass/Jinkens

**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan

**Action:** Passed **Resolution 2026-029** approving a letter of intent to levy an assessment to the Ski Run Business Improvement District members and setting a time and place of a future public hearing whereby members of the Ski Run Business Improvement District can provide written protests on the content of the Annual Report for the upcoming fiscal year.

**Public Comment was heard from the following people:**

1. Devin Middlebrook, Ski Run BID and Friends of Ski Run

**17. Ordinance Amending Shared Mobility Device Regulations (First Reading)**

**Action:** Council provided direction for staff to bring back this Ordinance with the following changes:1) Allow Escooters in class 1 and 4 paths; 2) Add more signage to paths; 3) Allow parking on class 3 paths; 4) enhance corals; 5) Explore ways to reduce under 18 years old ridership

**Public Comment was heard from the following people:**

1. Michael Saucier, Lime Scooter Operations Manager
2. Ed Mosur
3. Kiley Floodman, Bird Scooters
4. Rory Lepore, Tahoe Regional Planning Agency Assistant Transportation Planner
5. Gavin Feiger, Keep Tahoe Blue Policy Director *written comment submitted
6. Francois Inshaw
7. Melissa Soderston

**Written public comment was received from the following people:**

1. Monica DiLullo, Lime Scooters
2. Ian Maten
3. South Shore Transportation Management Association Board of Directors

**18. Presentation of Draft Comprehensive User Fee Study Conducted by Government Consulting Partners, Inc. (GCP) and Policy Direction on Cost Recovery**

**Note: Council took no action. This item will be brought back during the March 24, 2026, City Council meeting with the Mid-year budget.**

**The following person addressed the Council:**

1. Jeff Wakefield, Government Consulting Partners

**Public Hearing**

**19. 2025-2026 Master Fee Schedule**

**Note: This item was moved to the April 21, 2026, City Council meeting.**

**Agenda Planning Calendar**

**20. Agenda Planning Calendar**

**Action:** Received and filed.

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

**Interim City Manager Roverud**

1. Upcoming Grand opening of the Rec Center April 18

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

**Councilmember Jinkens**

1. Attended Cal Cities Sacramento Valley Division Meeting
2. Upcoming LAFCO Strategic Plan meeting
3. Upcoming Bear Safety Protocol agenda item

**Councilmember Robbins**

1. Request for an agenda item on Ski Run Farmer's Market electrification (Roberts seconded).
2. Request for an agenda item on unpermitted VHR rentals (Roberts seconded).
3. Request for an agenda item on a seasonal bicycle police officer position (Jinkens seconded). Interim City Manager Roverud stated this will be added to the mid-year budget.
4. Request for an agenda item with Barton on establishing a sexual assault nurse examiner position in the City of South Lake Tahoe (Jinkens seconded).

**Councilmember Horgan**

1. Attended Tahoe Alliance for Safe Kids Event
2. Request for an agenda item on Ski Run/Heavenly parking use report (Jinkens seconded).

**Mayor Pro Tem Roberts**

1. Proclamation Request from Child Abuse Prevention Counsel for April as Child Abuse Prevention Month (Council provided consensus).
2. Request to fast track the agenda item on providing legal assistance for locals to acquire green cards (Robbins seconded).

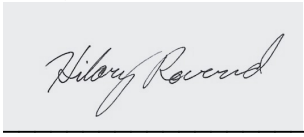
**Adjournment**

Mayor Bass adjourned the meeting at 6:16 p.m.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**2

**Agenda Item:** 2025 General Plan and Housing Element Annual Progress Reports

**Executive Summary:** California Government Code Section 65300 requires each city to adopt a comprehensive, long-range General Plan to guide physical development of the incorporated city and lands outside the city boundaries. Each year, jurisdictions must submit a progress report to the Governorâ€™s Office of Land Use and Climate Innovation (LCI) and the Department of Housing and Community Development (HCD). The report covers the status and implementation of the general plan elements and includes additional reporting requirements on the housing element.

**Requested Action / Suggested Motions:** Pass a Resolution accepting the 2025 General Plan and Housing Element Annual Progress Reports and directing staff to submit the collective Reports to the Governor's Office of Land Use and Climate Innovation and the California Department of Housing and Community Development by April 1, 2026.

**Responsible Staff Member:** Katherine Moore, Assistant Planner, and Crystal Plotner, Assistant Housing Planner

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

**Attachments:**

01-Staff Report-2025 GP & HE APRs.docx
02-2025 GP & HE APRs.pdf
03-Resolution-2025 General Plan Annual Report.docx
04-Resolution 2026-003_PC Recommendation.pdf
05-Highlights-2025 GP & HE APRs.pptx

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

**Meeting Date:** March 24, 2026

**Title:** 2025 General Plan and Housing Element Annual Progress Reports

**Location:** Citywide

**Responsible Staff Member:** Katherine Moore, Assistant Planner & Crystal Plotner, Assistant Housing Planner

**Background:** California Government Code Section 65300 requires each City to adopt a comprehensive, long-range General Plan to guide the physical development of the incorporated City and lands outside the city boundaries. Government Code Section 65400 requires cities to submit an Annual Progress Report (APR) on the status and implementation of the General Plan and progress in meeting its share of regional housing needs to their legislative bodies, the Governor's Office of Land Use and Climate Innovation (LCI) and the Department of Housing and Community Development (HCD) by April 1 of each year.

The General Plan APR provides the Planning Commission and City Council with information on the implementation of each element of the General Plan. The APR is designed to provide the Planning Commission and City Council with information to assess how the General Plan was implemented during the reporting period (see Attachment 02). The Housing Element APR includes detailed reporting for the City's progress towards meeting its regional housing needs during the reporting period (see Appendix A in Attachment 02).

Providing a copy of the APRs to HCD also fulfills other statutory requirements for reporting to HCD. Cities must report certain housing information, including the local agency's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing (Government Code Section 65583(c)(3)). In addition, the City's 2022 adopted Housing Element, Program 1-8, includes an annual public meeting to discuss progress on housing programs and to solicit feedback. Cities must also report a central inventory of all surplus land to HCD no later than April 1 of each year (Government Code Section 65400(a)(2)).

Submittal of the APRs to LCI also enables identification of statewide trends in land use decision-making and how local planning and development activities relate to statewide planning goals and policies. In addition, LCI is able to track progress on a local jurisdiction's comprehensive General Plan update using the information provided in the General Plan APR.

**Issue and Discussion:** City staff have drafted the 2025 General Plan and Housing Element APRs for City Council review and consideration (see Attachment 02). The 2025 General Plan and Housing Element APRs include information on the City's progress in implementing the General Plan, as well as required housing element and surplus land information.

The item before the City Council is a Resolution accepting the 2025 General Plan and Housing Element APRs (see Attachment 03) and directing staff to submit the report to LCI and HCD, as recommended by the Planning Commission on February 19, 2026 through Resolution 2026-003 (see Attachment 04).

**Financial Implications:** There are no financial implications associated with this action.

**Environmental Considerations:** The proposed General Plan and Housing Element APRs do not constitute a "project" within the meaning of the California Environmental Quality Act of 1970 (CEQA) Guidelines Section 15060(c)(2) because there is no potential that the report will result in a direct or reasonably foreseeable indirect physical change in the environment and CEQA Guidelines Section 15378 because they have no potential for either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment.

The General Plan and Housing Element APRs are also exempt under CEQA Guidelines Section 15306, Class 6, which covers basic data collection, research, and resource evaluation activities that do not result in a serious or major disturbance to an environmental resource.

**Policy Implications:** The General Plan includes policies that provide direction for all City departments and facilities, which is used in strategic decision-making by the City Council for investments and budgeting, development approvals, policy adoption, and regulation. The General Plan and Housing Element APRs include information on the City's progress in implementing the General Plan.

The recommended action is also consistent with the following adopted policies and programs:

<u>City General Plan Housing Element</u>

- Program 1-8 – Housing Element Implementation Progress
    - The City shall annually conduct a public workshop or public meeting to discuss progress on housing programs and to solicit feedback.

# CITY OF SOUTH LAKE TAHOE
# GENERAL PLAN ANNUAL PROGRESS REPORT




## JANUARY 2025-DECEMBER 2025

CITY OF
SOUTH LAKE TAHOE

*ACCEPTED BY CITY OF SOUTH LAKE TAHOE CITY COUNCIL _____*

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# SECTION 1 INTRODUCTION

California Government Code Section 65400 (65400(a)(2)(A) and 65700 requires all cities and counties to submit an annual report to their legislative body, the Governor's Office of Land Use and Climate Innovation (LCI), and the California Department of Housing and Development (HCD) on the status of the General Plan and progress of its implementation. According to LCI, the purpose of the report is as follows:

- To provide enough information to allow legislative bodies to assess how the general plan is being implemented in accordance with adopted goals, policies, and implementation measures.
- To provide enough information to identify necessary course adjustments or modifications to the general plan as a means to improve local implementation.
- To provide a clear correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies, and implementation measures contained in the general plan.
- To provide enough information regarding local agency progress in meeting its share of regional housing needs and removing governmental constraints to the development of housing pursuant to Government Code 65583(c)(3).

# SECTION 2 GENERAL PLAN STATUS

The City's General Plan was adopted on May 17, 2011. The City Council found the General Plan to be compliant with State law and consistent with the State General Plan Guidelines. The General Plan is considered the "2030 General Plan" because it is a 20-year planning document for the 2010-2030 time frame. Government Code Section 65300 requires that every city and county adopt a comprehensive, long-term general plan. The purpose of the General Plan is to guide decisions on future development based on community input and to ensure that development regulations and capital improvements conform to the General Plan. The following elements are required to be included in a General Plan (*City General Plan Elements are in parentheses*):

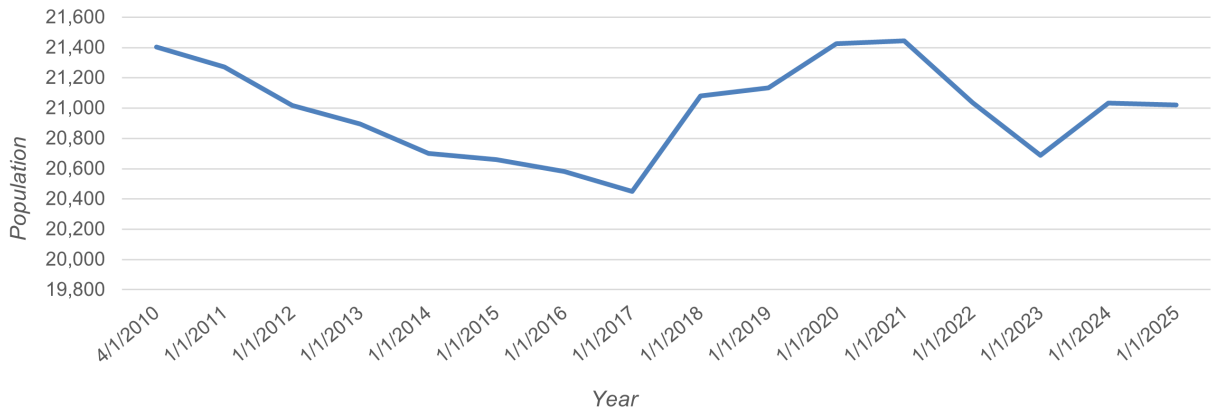
1. Land Use Element (*Land Use and Community Design Element*)
2. Circulation Element (*Transportation and Circulation Element*)
3. Housing Element (*Housing Element*)
4. Conservation Element (*Natural and Cultural Resources Element*)
5. Open Space Element (*Recreation and Open Space Element*)
6. Noise Element (*Health and Safety Element*)
7. Safety Element (*Health and Safety Element*)
8. Environmental Justice Element (*Land Use and Community Design Element*)

In addition to the mandatory General Plan Elements listed above, the City's General Plan includes an Economic Development Element and a Public/Quasi-Public Facilities and Services Element. The City's 2011 General Plan also includes Neighborhood Priority Lists identifying infrastructure and amenity needs for each neighborhood.

# SECTION 3 CURRENT POPULATION AND HOUSING ESTIMATES

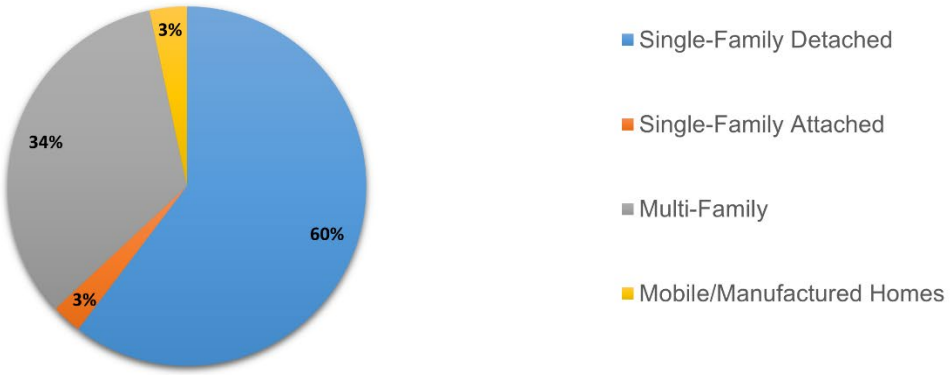
The most recent population and housing estimates from the California Department of Finance (DOF) are from January 2025. According to the California Department of Finance, the 2025 population estimate for the City of South Lake Tahoe is 21,022, a 0.1 percent decrease from the revised 2024 estimate of 21,033. Figure 1 shows the population estimates for the City of South Lake Tahoe published by the California Department of Finance from 2010 to 2025.

**Figure 1**
Population Estimates for South Lake Tahoe, 2010-2025




According to the California Department of Finance, in 2025, there were an estimated 16,137 housing units in the City, including 9,739 single-family detached units, 439 single-family attached units, 5,417 multi-family units, and 542 mobile/manufactured homes. Figure 2 depicts the percentage breakdown of housing in the City. Single-family housing represents 63 percent of the housing stock, multi-family units account for 34 percent, and mobile/manufactured homes account for 3 percent. Of the 16,137 housing units in the City, 9,413 units are occupied, which results in a housing vacancy rate of 41.7 percent.

**Figure 2**
Percentage of Estimated Housing Units in South Lake Tahoe by Type, 2025



# SECTION 4 LAND USE AND COMMUNITY DESIGN ELEMENT

The Land Use & Community Design Element of the General Plan addresses future land use, development and redevelopment, community design, and sustainability. During 2025, the City continued to support the development of residential and commercial projects that are consistent with the adopted goals of the Land Use & Community Design Element.

## 2025 Planning Entitlement Applications

During 2025, the Planning Division received 149 entitlement applications as depicted in Table 1 below.

**Table 1**
Planning Entitlement Applications Submitted during 2025*

| Type of Application | Count |
|---|---|
| Area Plan Amendments | 0 |
| Community Plan Amendments | 0 |
| Plan Area Statement Amendments | 0 |
| Eligible Facility Requests for Wireless Facilities | 7 |
| Macro Wireless Communication Facility | 1 |
| Home Occupation | 64 |
| Commercial Fence | 5 |
| Major and Minor Design Review | 13 |
| Major and Minor Sign Review | 27 |
| Major and Minor Variances | 10 |
| Mobile Vending Location | 2 |
| Cannabis Use | 0 |
| Publicly Visible Art | 5 |
| Special Use | 2 |
| Tentative Subdivision Map | 2 |
| Final Subdivision Map (Public Works) | 1 |
| Tahoe Regional Planning Agency (TRPA)-only Project | 0 |
| Grading | 4 |
| Certificate of Merge (Public Works) | 3 |
| Right-of-Way Abandonment (Public Works) | 1 |
| Lot Line Adjustment (Public Works) | 2 |
| **Total Applications** | **149** |

**Does not include applications for annual cannabis reviews, development right transfers, plan revisions, residential allocations, situs address verifications, special events, temporary uses or structures, TRPA mobility mitigation fees, and zoning letters.*

## Proposed General Plan Amendments

In 2023, the City initiated annexation of 90 parcels totaling approximately 410 acres in the Upper Truckee Marsh area. On November 16, 2023, the Planning Commission passed a resolution recommending that the City Council adopt a General Plan amendment to pre-zone these parcels

within the City's sphere of influence. On March 26, 2024, the City Council passed Resolution 2024-040 adopting an amendment to the General Plan Figure LU-1, Land Use Diagram and Resolution 2024-041 initiating proceedings for the annexation of such properties. Upon subsequent consultation with property owners affected by the annexation, the LAFCO application was revised to reduce the annexation area to 80 parcels totaling approximately 9.04 acres. LAFCO approved the annexation on March 26, 2025, and it became effective on May 15, 2025.

In 2024, the City pursued annexation of 30 parcels, including Heavenly Resort California Base, portions of Heavenly Ski Resort, Van Sickle Bi-State Park, and private parcels adjacent to the City's jurisdictional boundary, to improve public service efficiency and to ensure tax revenue supports existing services like snow removal and road maintenance. On November 5, 2024, the City Council passed Resolution 2024-125 amending the General Plan Figure LU-1, Land Use Diagram to reflect the annexation zoning and expanded Sphere of Influence and passed Resolution 2024-126 initiating annexation proceedings. In 2025, the City continued discussions with El Dorado County and Vail Resorts regarding next steps for the annexation. No further action has been scheduled at this time and an application to LAFCO has not been submitted .

**Proposed Area Plan, Community Plan, and Plan Area Statement (PAS) Amendments**

During 2025, the City was actively reviewing the following area plans, community plans, and area plan proposals. More information on the plan amendments is provided below:

1) Mid-Town Area Plan
2) Heavenly Annexation Scenario
3) Tahoe Valley Area Plan and South Y Industrial Tract Community Plan
4) Residential Area Plan

Mid-Town Area Plan: The City Council of South Lake Tahoe initiated the Mid-Town Area Plan process in May of 2024. The Mid-Town Area Plan (Area Plan) will leverage the adopted 56-Acres Master Plan and existing infrastructure at Lakeview Commons and Harrison Avenue to further transform mid-town into a recreation, arts, and community hub. The final outreach phase was completed in September of 2025, following presentations to City Council, the Planning Commission, and the Regional Planning Committee of the Tahoe Regional Planning Agency (TRPA). Staff received direction and confirmation on design standards, policies, and implementation strategies. As a redevelopment incentive, the Area Plan proposes expanding the Town Center overlay to provide additional coverage, height, and density for such properties. The Area Plan presents several implementation strategies for City Council's further consideration. Strategies such as land banks, property tax abatement programs, and public-private partnership opportunities are intended to provide financial incentives for community-serving developments. The anticipated adoption for the Mid-Town Area Plan is summer of 2026.

Heavenly Annexation Scenario: In 2023, the City Council directed staff to pursue the Heavenly Annexation Scenario, which encompassed the Heavenly Resort California Base and parcels adjacent to the City's jurisdictional boundary, including California portions of Heavenly Ski Resort, Van Sickle Bi-State Park, and several private parcels. In total, the 30 parcels result in approximately 2,918 acres. On November 19, 2024, the City adopted Ordinance 2024-1190, which approved the pre-zoning for these 30 parcels. The City proposed to pre-zone the properties as currently zoned by TRPA and did not propose any changes to the applicable regulating documents. In 2025, the City continued discussions with El Dorado County and Vail Resorts regarding next steps for the annexation. No further action has been scheduled at this time.

Tahoe Valley Area Plan and South Y Industrial Tract Community Plan: In October of 2025, the City submitted a letter of intent to the TRPA to amend the South Y Industrial Tract Community Plan. Originally adopted in 2003 and last amended in 2008, the plan no longer reflects current business trends. The City initiated this amendment to support appropriate business growth and reduce barriers for new businesses in this area. At TRPA's recommendation, the City will proceed with amending the Tahoe Valley Area Plan to incorporate the South Y Industrial Tract area to qualify for available incentives for adopted area plans. A presentation to City Council and the public is scheduled for February 10, 2026, with anticipated adoption in the fall of 2026.

Residential Area Plan: In 2024, City Council directed staff to initiate discussions on developing a Residential Area Plan to explore implementing Senate Bill 9 (SB 9) and reevaluating the permissible use list. In 2025, this item was added to the City's 2025-2030 Strategic Plan as Priority 1.9. These discussions require coordination with the TRPA. The Residential Area Plan is scheduled to go to the City Council on May 5, 2026, to discuss the feasibility of the plan.

## South Lake Tahoe City Code (SLTCC) Amendments

In 2025, the City Council adopted five amendments to the SLTCC, which relate to the City's General Plan and Housing Element. More information on the code amendments is provided below:

1) Very High Fire Hazard Severity Zones
2) Time-Share Amendments
3) Vacation Home Rental Amendments
4) Speed Limit on Sierra Boulevard
5) Building Regulations

Very High Fire Hazard Severity Zones: On May 6, 2025, the City Council adopted Ordinance 2025-1195 (uncodified), which identifies certain areas within the City as Very High Fire Hazard Severity Zones. On February 10, 2025, the California Department of Forestry and Fire Protection issued an updated Local Responsibility Area Fire Hazard Severity Zones Map for El Dorado County. This map identified that most of the land within City limits falls within the Very High Fire Hazard Severity Zone. This ordinance allows the City's Building Official and Fire Chief to enforce the Wildland-Urban Interface requirements found in the California Fire and Building Codes. These Wildland-Urban Interface requirements increase fire safety requirements on items such as roofing, siding, attic, and foundation venting. These requirements affect new residential construction.

Time-Share Amendments: On June 3, 2025, the City Council adopted Ordinance 2025-1199 amending Chapter 6.60 of the SLTCC (Time-Share), confirming fractional ownerships are time-shares, and making other updates. Since 1987, the City's Time-Share Ordinance prohibited the conversion of existing residential property to time-share use. In 2021, the City began receiving complaints about "fractional ownerships" of single-family residences being advertised and sold. The City sent a courtesy notice to responsible entities that stated that fractional ownerships were included in the definition of "time-share" and therefore, prohibited under the City's Time-Share Ordinance. While fractional ownerships are no longer being marketed to the City's knowledge, an update to the City's Time-Share Ordinance was warranted to confirm that this type of use is prohibited. This ordinance amended the definition of "time-share" to include language about fractional ownerships, removed references to outdated TRPA and South Tahoe Redevelopment

Agency regulations, and revised to be more consistent with the California Vacation Ownership and Time-Share Act of 2004.

Vacation Home Rental Amendments: On June 17, 2025, the City Council adopted Ordinance 2025-1200 amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the SLTCC to modify the regulation of vacation home rentals outside of the Tourist Core Area Plan. On April 1, 2025, the City Council voted not to appeal the El Dorado County Superior Court's decision to overturn Measure T. After considering several draft ordinances, the City Council adopted an ordinance that revised the pre-Measure T vacation home rental regulations (Ordinance 2017-1114) to include the following:

- Removing a cap on issued permits and establishing a 150-foot buffer between properties;
- Amending the definition of "multifamily dwelling" to include all attached dwelling units except for attached condominiums that previously held a vacation home rental permit as of September 1, 2016;
- Requiring vacation home rental owners to use a local property manager;
- Lowering the occupancy limit to two people per bedroom;
- Removing the two-year waiting period;
- Requiring a defensible space inspection prior to permit issuance;
- Increasing enforcement;
- Revising the department that issued vacation home rental permits to the Police Department;
- Limiting the number of vacation home rental permits issued to 150 per month;
- Clarifying that the Planning Commission has the final decision on appeals for permit denials and revocations; and
- Providing a permitting preference for prior vacation home rental and qualified vacation home rental permit holders who were in good standing.

Speed Limit on Sierra Boulevard: On September 9, 2025, the City Council adopted Ordinance 2025-1201 amending SLTCC Chapter 4.25 (Motor Vehicles and Traffic), Article IV (Operations of Vehicles), Sections 4.25.160 and 4.25.170 to modify the speed restrictions on Sierra Boulevard. California law requires cities to conduct an Engineering and Traffic survey every 10 years for a speed limit to be enforceable. Sierra Boulevard, from Lake Tahoe Boulevard (U.S. Highway 50) to Barbara Avenue, was determined to have high pedestrian and bicyclist activity and contained connections to various trails. Based on the Engineering and Traffic surveys and recommendations by the Public Works Director and City Traffic Engineer, the speed limit on Sierra Boulevard was lowered from 35 mph to 30 mph.

Building Regulations: On November 18, 2025, the City Council adopted Ordinance 2025-1202 amending SLTCC, Title 6, Chapter 6.15 (Building Regulations), Sections 6.15.010 and 6.15.160 by adopting the 2025 California Building Standards Code (California Code of Regulations Title 24), including Green Building Code, Building Code, Fire Code, and related Construction Codes. This ordinance amends the current code to refer to the 2025 California Building Standards Code, which was adopted on July 1, 2025 and became effective in California on January 1, 2026. This ordinance amendment affects all construction within City limits. Some high-level changes include revising the City's set snow load of 150 pounds per square foot to be elevation/address-based, requiring projects to demonstrate a hybrid (gas and electric) mechanical design, and integrating new code sections for lofts and 3D printed construction.

## Upcoming SLTCC Amendments

City staff maintain an active list of items and discussions to be presented to the City Council. From that list, the following ordinances will be amended in 2026:

- Accessory Dwelling Unit (ADU) Ordinance
- Sign Ordinance
- Vacation Home Rental Ordinance
- Shared Mobility Device Ordinance
- Time-Share Ordinance

In addition to the upcoming SLTCC amendments, the Development Services Department continues to compile a list of proposed changes to Title 6 of the SLTCC for consistency and clarity for the public. No further action has been scheduled at this time.

## Lake Tahoe Basin Development Commodities

The City owns TRPA development rights and land coverage, or development commodities, which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development). An annual determination of the fair market value of the development rights and land coverage is conducted to provide a consistent and equitable disposition process, promote the achievement of the City's affordable housing and community development goals, and provide certainty for the development community. In 2025, the appraisal for the market-rate cost of development commodities changed from 2024. The City Council adopted Resolution 2025-044 establishing a new price point for the sale of development commodities. The City is in the process of updating the 2025 development commodities appraisal for 2026, with plans to present the revised appraisal to the City Council in early 2026.

In addition to the revised appraisal, the City Council also adopted Resolution 2025-084 in September of 2025. This resolution revised the policy for the disposition of TRPA development commodities owned by the City of South Lake Tahoe. In general, the City provides these development commodities based on the appraisal and the price point established by City Council. However, there are specific project types where the City offers these development commodities at no cost. This includes residential projects that are deed-restricted to accommodate low, very-low, and moderate-income families, projects in a Town Center that are multi-family residential or mixed-use with multi-family dwelling (MFD) units, and projects that construct new ADUs or MFD units. In 2025, the City transferred development rights, specifically Residential Units of Use (RUU), to various parcels for the construction of 11 ADUs and one MFD unit. Another project type eligible for development commodities at no cost are commercial or industrial projects that incorporate façade or landscape improvements. The purpose of this regulation is to encourage investment in improving blighted commercial or industrial developments within the City. The amount of development commodities that is provided to these projects is tiered based on the improvement value. The City has not provided development commodities for this project type since its adoption; however, the City has sold 1,745 square feet of Commercial Floor Area (CFA) for the expansion of two commercial businesses.

## Improved Transparency and Community Engagement

In April of 2025, the Development Services Department implemented an improved planning project and building permit application intake platform through Central Square Technologies. This

web-based platform, consisting of Community Development and eTRAKiT, allows applicants to apply, pay, download relevant documents, schedule inspections, and communicate with reviewers as it relates to their projects or permits. With this new platform, applicants and the public can view project and permit history, follow the progress of various projects or plan reviews, and verify permits for work being performed within the City. Overall, the transparency for ongoing development within the City has significantly improved since the implementation of this new platform.

The Development Services Department continues to streamline the project and permit application process. Throughout 2026, City staff will begin transitioning to using Bluebeam for all project and plan reviews. Bluebeam integrates well with the City's new project and permit intake platform; however, the step-by-step process for conducting reviews will need to be evaluated in 2026. This software will improve the City's collaboration, efficiency, and accuracy for document reviews through its real-time digital plan review and powerful markup and measurement tools.

In September of 2025, the City released a redesigned website to improve mobile responsiveness, user experience, and overall functionality. This was in response to the 2023-2028 Strategic Plan, where the City Council requested a refresh of the City's website. The City worked with its Content Management System (CMS) provider, Civic Plus, to implement the redesign. Major changes included:

- Design and User Experience: Updated design elements, easier navigation, improved content organization, consistent formatting across pages, and Search Engine Optimization (SEO) enhancements.
- Accessibility: Added Americans with Disabilities Act (ADA) compliance features through AudioEye, allowing users to adjust text size, color contrast, navigate via keyboard, access screen readers, and detect accessibility issues. All text for all images was also updated to improve accessibility for visually impaired users. These enhancements help the website comply with Title II of the ADA and Web Content Accessibility Guidelines (WCAG) 2.1 Levels A and AA.
- Compliance and Domain Transition: Transitioned the City's domain from ".us" to ".gov" to comply with Assembly Bill 1637, which requires all public-facing city websites and employee email addresses to use a ".gov" or ".ca.gov" domain by January 1, 2029.
- Content Cleanup and Maintenance: A Website Redesign team was established, with staff representatives from each department, to remove outdated documents, check for broken links, and ensure consistent formatting and accuracy across all pages.

Benefits of the redesign include a modern, accessible, and mobile-friendly website that allows the public to easily find City information and services, while meeting federal and state accessibility requirements.

In 2025, the Police Department and the Data Innovation Manager released a Geographic Information System (GIS) map of all issued vacation home rental (VHR) permits for public review. This was established to provide greater transparency regarding VHR applications, VHR permits, and the adopted anti-clustering requirement.

City staff held two Housing Community Office Hours meetings in 2025 throughout the community to foster relationships, discuss programs, and hear challenges and solutions from the community. In addition, staff meet regularly with various non-profit organizations and other agencies to provide an overview of the City's programs and services, as well as to hear about housing-related issues from historically underserved populations. Staff provide materials and in-person interpretation for community members in Spanish and English.

Community input is integral in informing services and projects in the Development Services Department. Long-range plans specifically require extensive outreach to all sectors of the community. Phase two of outreach for the Mid-Town Area Plan was conducted from April to September of 2025. Proposed development standards and policies were presented at one open house and three public hearings. This outreach phase allowed staff to gauge community buy-in and make changes to further consistency with community needs.

To improve transparency and encourage community engagement, both the City Council and the Planning Commission offer hybrid meetings with live Spanish interpretation that can be accessed via Zoom or in person.

The existing Land Use and Community Design Element goals are provided below for reference.

**Land Use and Community Design Element Goals**

Goal LU-1: To ensure a connected city, guide land use consistent with the Tahoe Regional Planning Agency's Transect Zoning System, and acquire the necessary Tahoe Regional Planning Agency commodities for future revitalization, development, and economic growth.

Goal LU-2: To focus future commercial, multi-family residential, tourist, civic, and social gathering space development in community plan areas in order to maximize incentives and create transit-, bicycle-, and pedestrian-oriented places that serve the needs of both residents and visitors.

Goal LU-3: To encourage the creation of more complete and well-designed neighborhoods that promote livability, safety, and sustainability.

Goal LU-4: To encourage the revitalization, reuse, and expansion of existing and vacant sites in South Lake Tahoe.

Goal LU-5: To revitalize and consolidate existing commercial uses while providing incentives and commodities for new resident- and visitor-serving commercial uses.

Goal LU-6: To provide tourist-serving uses near highways and other highly-visible locations in South Lake Tahoe.

Goal LU-7: To maintain an industrial district that provides for warehousing, research and development, light industrial, and "green" technologies that are attractive, compatible with adjoining non-industrial uses, and well designed and maintained.

Goal LU-8: To enhance and unify the visual quality of South Lake Tahoe.

Goal LU-9: To become a leader in "green" building technology, energy efficiency, emerging technologies, and sustainable development practices in the Lake Tahoe Basin.

Goal LU-10: To make development decisions predictable, fair, and cost-effective by coordinating the City of South Lake Tahoe's efforts with other agencies that either have jurisdiction, provide services, or own property in South Lake Tahoe.

Goal LU-11: To ensure the fair treatment of all visitors and residents, regardless of race, culture, and income with respect to land use and environmental decisions.

# SECTION 5 ECONOMIC DEVELOPMENT ELEMENT

The Economic Development Element contains goals and policies to address economic prosperity and diversity, business attraction, and business retention and expansion.

## New Business and Home Occupations

All businesses conducting work within the City are required to obtain a Business License. In 2025, the City issued a total of 586 new business licenses.

Sixty-four home occupation applications were approved during 2025, each of which is associated with a business license.

## Economic Development Priorities

In May of 2025, the City Council adopted the updated 2025-2030 Strategic Plan, which includes priorities and action items to support the goals of the General Plan Economic Development Element. The City has made progress in implementing these priorities by amending regulations and policies to reduce barriers to new businesses and incentivize property investments. The City has also launched several programs to engage and provide support for local businesses. The Business Outreach Program connects business owners and managers with City staff to explore available resources to assist businesses and to provide input on potential future City initiatives to support business needs. The New Business Permitting Concierge Program connects business and property owners with the Development Services Department to guide them through permitting processes applicable to their new construction or expansion project.

The existing Economic Development Element goals are provided below for reference.

**Economic Development Element Goals**

Goal ED-1: To support and promote economic growth and the diversification of the local economy.

Goal ED-2: To support and promote existing businesses, job retention and expansion, and diversify the local economy.

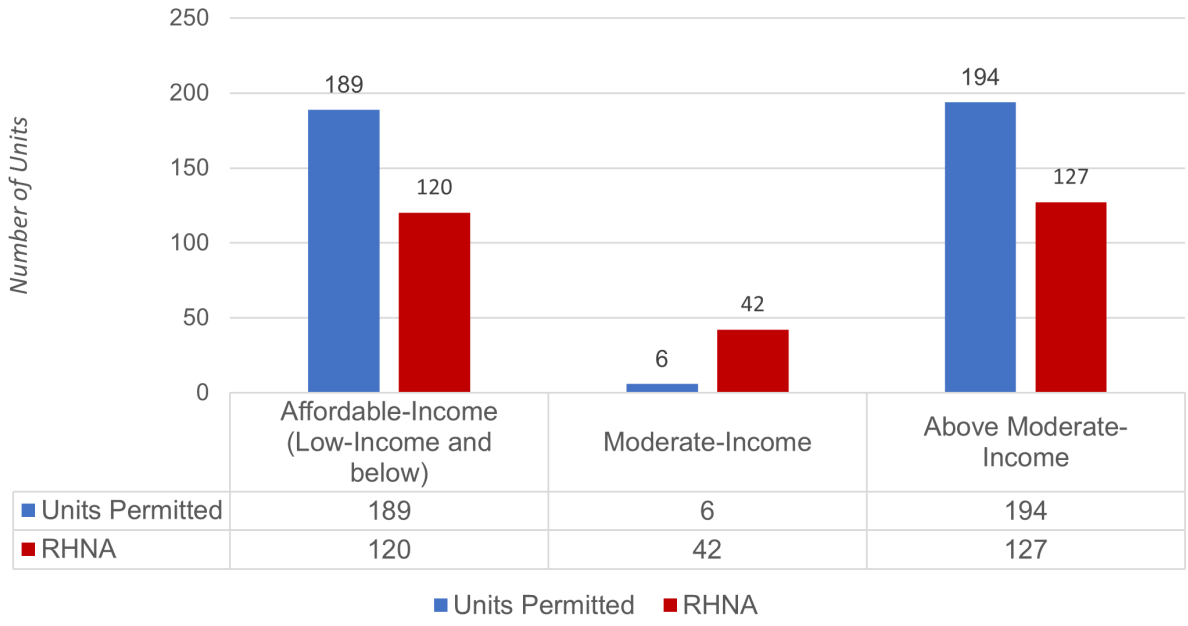
Goal ED-3: To support and promote new business development and employment growth including local-serving, high-technology, environmental-technology, and sustainable businesses, and encourage private-sector investment in South Lake Tahoe.

# SECTION 6 HOUSING ELEMENT

The 2022-2027 Housing Element was certified by the California Department of Housing and Community Development (HCD) in August 2022. The sixth round Housing Element has a 5-year timeframe. The Housing Element sets forth implementation strategies to address housing needs in the City.

Government Code Section 65400 requires that each city and county, including charter cities, prepare an annual progress report (APR) on the status of the Housing Element in addition to the regular General Plan APR. The Housing Element APR must be submitted using the forms developed by HCD and must include documentation for residential permits issued during the previous year and the jurisdiction's progress in meeting the Regional Housing Needs Allocation (RHNA). In addition, the City's 2022 adopted Housing Element, Program 1-8, includes an annual public meeting to discuss progress on housing programs and to solicit feedback. Figure 3, below, provides a summary of the City's total permitted units compared to the RHNA target during the Sixth Cycle, ranging from 2022-2027.

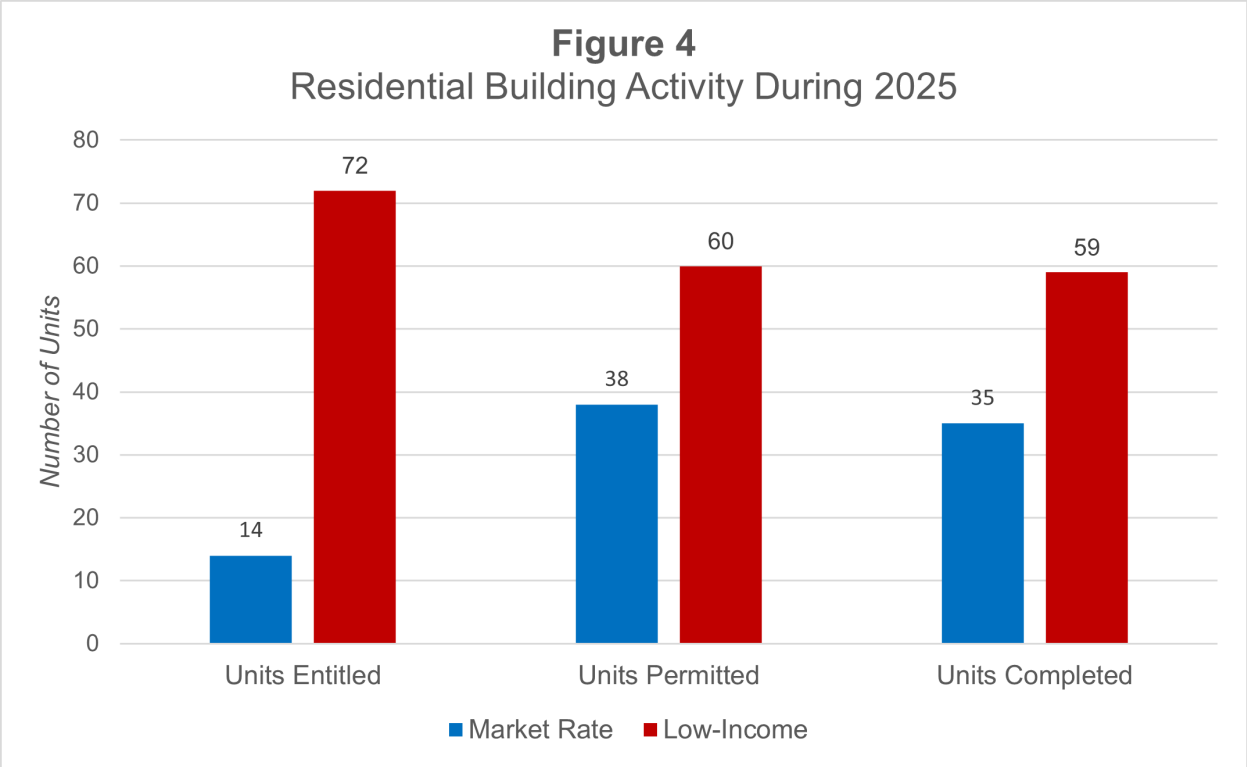
**Figure 3**
Residential Units Permitted vs. RHNA Target
2022-2027




| | Affordable-Income (Low-Income and below) | Moderate-Income | Above Moderate-Income |
|---|---|---|---|
| Units Permitted | 189 | 6 | 194 |
| RHNA | 120 | 42 | 127 |

During 2025, the City continued several efforts to address existing and future housing needs. The City's efforts involved entitlements and funding for new affordable housing. Figure 4 below shows the residential building activity in 2025, including projects that received planning approval (units entitled), projects that received a building permit (units permitted), and projects that were deemed complete (units with a certificate of occupancy or other forms of readiness). The Sugar Pine Village affordable housing project will include a total of 248 deed-restricted units at 80% or below the Area Median Income (AMI). Phase 1A, 68 units, received their Certificate of Occupancy in the fall of 2024, and Phase 2A, 60 units, received their Certificate of Occupancy in the fall of 2025.

Phase 1B, 60 units, is fully financed and currently under construction. Phase 2B, 60 units, is currently securing financing.




**Program 1-4 Using Local Incentives**

Staff updated the ADU Guide to reflect the updated City Code. In June of 2024 the City released a Request for Proposal (RFP) to procure a consultant to develop preapproved ADU plans. A consultant was selected in November of 2024 and the preapproved ADU designs went through various public meetings in 2025. The four sets of plans are projected to be completed in February of 2026. Staff identified the use of Permanent Local Housing Allocation (PLHA) Formula funds to be used for this project.

Under the TRPA growth management system, building permits for new residential development require residential allocations as well as potential residential units of use. The City typically receives 66 residential allocations from TRPA every two years. The City distributes the allocations between single family dwellings, multi-family dwellings and mixed-use or infill projects in Town Centers.

In 2024, the City Council adopted a revised policy for the disposition of City-owned TRPA development commodities to incentivize development of multi-family and accessory dwelling units. Under this policy, 70 City banked Tourist Accommodation Units were set aside for conversion to Residential Units of Use that shall be sold at no cost for ADUs or new multi-family rental units. Additionally, the policy allows for the sale of City-owned development rights and land coverage at no cost for residential units that are deed-restricted to accommodate low, very-low, or moderate-income families. IN 2025, the City transferred City-owned TRPA development rights for the construction of 11 ADUs and one multi-family dwelling unit. As a condition of receiving a

free development right, the 12 new units are required to be deed-restricted to not allow Vacation Home Rentals in these units.

**Program 2-1 Pursue State and Federal Funds**

In April of 2024, the City received the Prohousing Designation from the State of California. This program is a formal way to recognize the City's commitment to advance housing affordability, choice, and opportunity throughout the City of South Lake Tahoe. This designation comes with funding incentives and additional resources to support housing production by offering exclusive access to Prohousing grants and additional points in the scoring of competitive housing, community development, and infrastructure funding programs administered by the California Department of Housing and Community Development (HCD). This includes the Prohousing Incentive Program (PIP), a grant program designed to accelerate housing production and support preservation efforts.

In October of 2025, the City was awarded $80,000 in Homeless, Housing, Assistance and Prevention (HHAP) funds from the El Dorado Opportunity Knocks Continuum of Care to provide emergency winter shelter for the 2025 - 2026 winter season.

In addition to HHAP funds, the City has been awarded the following state and federal funds between 2020 and 2025: Community Development Block Grant (CDBG), PLHA Formula and Competitive, Prohousing Incentive Program (PIP), Affordable Housing and Sustainable Communities Program (AHSC), Home Investment Partnerships Program (HOME), and Local Early Action Planning (LEAP). In 2025, these grants funded the construction or rehabilitation of 110 affordable housing units.

**Program 2-5 Student and Faculty Housing**

Lake Tahoe Community College completed construction of a 100-bed student dormitory in the summer of 2025. All units will be deed-restricted for low- and very low-income students. As a "school building" defined in CA Education Code 81130.5 the permitting authority for this project was the Division of the State Architect (DSA). It is therefore not included in Table J; however, the City supported this effort by providing 21 multifamily residential units of use for the project, at no cost. Based on the market rate of residential units of use at the time, this was equivalent to a contribution of $315,000. The units shall be returned to the City upon the adoption of the Mid-Town Area Plan, which would allow bonus units to be allocated from TRPA to the project.

**Program 2-6 Assist Nonprofit Housing Developers**

The City continues to partner with Related CA and St. Joseph Community Land Trust for the development of Sugar Pine Village. This project will be 248 units of low-income housing (under 80% AMI) and is being constructed and financed over four phases. The first phase (68 units) began construction in the fall of 2022 with a Certificate of Occupancy issued in the fall of 2024. The second phase (60 units) began preliminary site work in the summer of 2023 and was completed in the summer of 2025. The third phase is fully financed, construction is underway, and expected completion is the summer of 2026. The fourth and final phase is in the process of securing financing.

The City is partnering with Novin Development Corporation and SMR Development on a former redevelopment site located at 3900 and 3908 Lake Tahoe Boulevard. This affordable housing development is proposed to consist of 72 residential units which would be deed-restricted to low

and/or moderate-income households for a period of no less than 55 years, as well as community amenities on the ground floor. The project will also contain one manager's unit and two live-work ancillary commercial units. The project received entitlements in April of 2025. The City has provided $1,064,073 in PLHA and PIP funds to Novin for predevelopment costs through a Predevelopment Loan and Development Agreement. This project is currently in the process of securing financing.

**Program 2-8 Mitigation of TRPA Regulations**

The City continues to explore pathways to mitigate TRPA regulations and policies that have created inequitable permitting practices and stagnated development of the most needed housing types. The City diligently implements, amends, and adopts area plans per the TRPA Code of Ordinances Chapter 13, which allows the City to set alternate standards that differ from the TRPA Code of Ordinances while maintaining alignment with Regional Plan goals. Area plans are an opportunity to advocate for the needs of our community by proposing standards unique to housing needs in the City of South Lake Tahoe and alignment with state law.

City staff have been part of the TRPA Tahoe Living Working Group since its founding in 2020, working with a wide variety of stakeholders from across the basin to address housing needs and barriers to building in the Tahoe Basin under TRPA code.

The City played a significant role in TRPA's receipt of $2.14 million from the California Department of Housing and Community Development's (HCD) Regional Early Action Planning grant 2.0, Higher Impact Transformation grant to integrate equity, housing choice and affordability and environmental benefits into TRPA's Regional Plan. City staff provided guidance to ensure equity is incorporated into the TRPA code and overall policy to streamline housing. One proposed grant outcome is to streamline the TRPA environmental review process for multifamily projects. Currently, multifamily projects may receive a CEQA categorical or statutory exemption, but projects are still required to go through the TRPA environmental checklist process.

This funding created the Cultivating Community, Conserving the Basin, Phase 3, changes to TRPA code to facilitate housing across the Tahoe Basin. Staff have actively participated in this phase throughout 2025 in various meetings, public comment, and technical support to provide code changes to facilitate multifamily housing development, ADUs, and projects that may be affordable by design. This phase may create a significant change to the TRPA code to align with California state law, streamline housing that is most needed in the Basin, and provide more authority to local jurisdictions to incentivize development.

**Program 2-9 Public Education**

The City created informational brochures on the City's Housing programs. These are provided at the State of the City address, and any other opportunities that Housing staff have a booth. City staff have also presented on housing at local clubs, leadership groups, and more, as invited. City staff held two Housing Community Office Hours meetings in 2025 and attended more than 18 other community meetings to foster relationships, discuss programs and hear challenges and solutions from the community.

**Program 2-11 Local Funding Source Feasibility Study and Linkage Program**

In the spring of 2022, the City contracted BAE Urban Economics to conduct a feasibility analysis of eight potential local housing funding sources. The funding study was completed in January of

2023 and discussed at City Council on January 24, 2023, where Council requested additional nexus and feasibility analysis be completed regarding a potential inclusionary housing percentage and in-lieu fee. The findings of this study were presented to the Council on August 8, 2023, and staff was directed to draft an Inclusionary Housing Ordinance. This ordinance was adopted on November 21, 2023. Staff completed this task in 2023. In 2025, revenue from the Inclusionary Housing in-lieu fee totaled $213,853.51.

**Program 2-15 Rental Assistance Program**

In July of 2024, the City launched and implemented the Rental Assistance Program, an interest-free security deposit loan for city residents with incomes at or below 80% AMI. This program also supports application fees as a grant to residents at the same income level. In 2025, the Rental Assistance Program provided interest-free security deposits to 39 households comprising of 87 individuals, and 23 rental application fee grants.

**Program 3-2 Multiple-Family Dwelling and Single-Room Occupancy Inspection and Maintenance Program and Program 3-5 Preservation of Housing Conditions**

The City continues to implement the Multiple-Family Dwelling Inspection and Maintenance Program on multifamily projects of six-units or more and single-room occupancy (SRO) units in hotels and motels to identify substandard housing conditions and to ensure that City residents are living in safe and decent housing. During 2025, the City carried out the following activities for multi-family residential properties and units participating in the Single Room Occupancy (SRO) program:

- Multi-Family Residential Unit Program Summary
  - City staff conducted 193 site visits to multi-family properties (6 units or greater)
  - Multifamily units with pending corrections decreased from 62 in 2024 to 60 in 2025

- SRO Unit Program Summary
  - City staff conducted 14 SRO site visits
  - The number of SRO units inspected with corrections pending stayed at 182 units in 2025

- Overall, in 2025, the multi-family residential program increased the number of exceptional units from 1324 in 2024 to 1337 at the end of 2025, while the SRO program certified 175 regular units and maintained 59 exceptional units.

To address substandard housing conditions within the community, the City Council established a Housing Hotline. As in previous years, in 2025 staff received many calls from tenants regarding security deposit disputes, rent increase inquiries, civil disputes, nuisances, evictions, and substandard housing concerns. The City received 935 calls through the Housing Hotline in 2025. A number of these calls are referred to other agencies for assistance such as Legal Services of Northern California, Tahoe Coalition for the Homeless, and City Code Enforcement. Additionally, a large number of complaints are resolved through mediation conducted by City staff without escalated enforcement. In 2025, 38 substandard housing complaints resulted in City Inspection and 19 resulted in enforcement action.

**Program 3-4 Preservation and Acquisition of At-Risk Properties**

City staff began participation in the 2025 - 2026 Enterprise Community Partners - California Public Sector Preservation Academy Cohort to build capacity for preservation and rehabilitation of naturally occurring affordable housing and multifamily dwelling properties.

City staff have provided close to $1,700,000 in CDBG funding to the Tahoe Coalition for the Homeless for rehabilitation of one of the three Project Homekey properties they acquired. The rehabilitation is currently underway for the 22 units that will be deed-restricted to 30% and below of Area Median Income. The City also awarded Tahoe Coalition for the Homeless an additional $120,000 in Prohousing Incentive Program funds for rehabilitation of all three Homekey properties.

**Program 3-9 Landlord/Tenant Matching Program – Long-Term Rental Incentive Program**

During 2025, the City ended its partnership with Placemate (formerly known as Landing Locals) to administer the Lease to Locals program. The City began administering and implementing the program renamed the Long-Term Rental Incentive Program. This program offers grants to qualifying South Lake Tahoe property owners when they rent their homes long-term to local residents. The goal of the program is to provide an incentive for second homeowners to lease long-term rather than rent short-term or leave homes vacant thereby increasing the rental housing stock. In 2025, 22 people were housed through this program. In total, 149 people have been housed since the program was implemented in December of 2021.

**Program 5-1 Fair Housing**

The City Attorney's office assisted with resolving civil issues that conflicted with California Tenant Protection Act. In 2025, City staff intervened in an eviction due to retaliation resulting in the tenant remaining housed.

**Program 1-8 Housing Element Implementation Progress**

The City is required to submit specific tables to HCD which constitute the Housing Element Annual Progress Report (APR) for 2025 (*See Appendix A*). Each table is further described below:

- Table A includes submitted discretionary entitlement applications as well as submitted ministerial applications (building permits). The City received 51 applications for 195 dwelling units in 2025.

- Table A2 includes approved entitlements, issued residential building permits, and residential projects that were completed and received certificates of occupancy. In 2025, the City approved entitlements for 86 units, issued residential permits for 98 units, and completed permitting for 94 residential units during the reporting period.

- Table B of the Housing Element APR documents the City's progress in meeting its Sixth Cycle Regional Housing Needs Allocation (RHNA).

- Table C documents sites identified or rezoned to accommodate the shortfall housing need and No Net Loss law. The City does not have any data to report for this table.

- Table D provides the program implementation status and an update on the 45 implementation programs adopted as part of the 2022-2027 Housing Element.

- Table E documents any commercial development bonuses that have been approved during the reporting period. The City does not have any data to report for this table. The City does not have any data to report for this table.

- Table F documents units that have been substantially rehabilitated, converted from non-affordable by acquisition, and preserved, including mobile home park preservation.

- Table F2 documents residential units that have been converted to moderate-income units during the reporting period. The City does not have any data to report for this table.

- Table G provides a summary of locally owned lands, included in the Housing Element Sites Inventory, that have been sold, leased, or disposed of during the reporting period.

- Table H provides an inventory of locally owned lands declared as surplus and lands in excess of its foreseeable needs.

- Table J includes information regarding student housing development with a density bonus approved during the reporting period. The City does not have any data to report for this table.

- Table K provides information on the City's adopted Local Tenant Preference Policy. On January 28, 2025, the City of South Lake Tahoe City Council passed Resolution 2025-006, adopting a Local Tenant Preference Policy to give priority on the waitlist to local residents and workers in City-sponsored/supported affordable housing properties.

- Table L lists all parcels that were designated as historic by the TRPA during the reporting period.

- Local Early Action Planning (LEAP) Reporting is an annual report on any LEAP grant funds received by the jurisdiction. The City does not have any data to report for this table.

- The Summary Table documents the number of residential units permitted during the calendar year and the number of units applied for during the same period.

The existing Housing Element goals are provided below for reference.

**Housing Element Goals**

Goal HE-1: To increase housing opportunities for South Lake Tahoe residents of all economic levels.

Goal HE-2: To encourage construction and maintenance of affordable and workforce housing in South Lake Tahoe.

Goal HE-3: To preserve and enhance the existing supply of housing.

Goal HE-4: To provide a range of housing services for households with special needs within South Lake Tahoe.

Goal HE-5: To provide decent housing and quality living environments for all South Lake Tahoe residents regardless of age, race, religion, sex, sexual orientation, marital status, ancestry, national origin, disability, or economic level.

Goal HE-6: To ensure energy efficiency and appropriate weatherization for all new and existing housing.

Goal HE-7: To provide for a variety of housing types, sizes, price ranges, and densities compatible with the existing character and integrity of residential neighborhoods.

# SECTION 7 TRANSPORTATION AND CIRCULATION ELEMENT

The Transportation and Circulation Element contains goals, policies, and implementation measures to help create a well-connected transportation network that serves all residents and visitors while reducing vehicle miles traveled and greenhouse gas emissions.

During 2025, several significant transportation projects were completed. These projects included:

- Airport Master Plan
- Annual Road Rehabilitation Project
- Annual Sealing Project
- Pioneer Trail Highway Safety Improvement Project
- Runway 18 Precision Approach Path Indicator (PAPI) System Rehabilitation and Pavement Project
- Tahoe Valley Stormwater and Greenbelt Improvement Project - Phase 1
- Vision Zero Action Plan

In 2026, the City will continue to progress in the planning, design, and environmental clearance processes for the following projects:

- Bicycle Amenities and Wayfinding Signage
- Bijou Park Class 1 Bicycle Trail - Greenway Connector
- Dennis T. Machida Memorial Trail - CTC Greenway Phase 1C
- Johnson Boulevard Complete Streets Project
- Motel 6 Bridge Scour Repair
- Pioneer Trail Pedestrian Improvement - Phase 2
- Stateline Avenue Complete Streets Project
- Tahoe Valley Stormwater and Greenbelt Improvement Project - Phase 2
- Tata Lane/Sugar Pine Village Sidewalk Project
- Upper Bijou Creek Stormwater and Drainage Project
- US Highway 50/California State Route 89 Multimodal Corridor Study

**Airport Master Plan**
*Status: Phase I Approved by City Council in 2024; Phase II Approval Ongoing*

In 2023, the City successfully secured grant funding from the Federal Aviation Administration and Caltrans to update the Lake Tahoe Airport Master Plan. Following City Council approval, staff advanced the project into the planning and development phases. A Planning Advisory Committee was established to provide stakeholder input throughout the development of the Airport Master Plan. In addition, a project website was launched to support community education and engagement, surveys were distributed to key stakeholders, and a Community Open House was held on June 3, 2024.

In 2024, the City Council selected and approved a preferred alternative for the Lake Tahoe Airport Master Plan, completing Phase I of the two-phase Airport Master Plan process. Phase I included evaluating airport operational needs, facility requirements, alternatives analysis, and extensive public and stakeholder outreach.

In 2025, the City progressed with Phase II of the Airport Master Plan. Phase II includes development of the Airport Layout Plan, which has been submitted to the Federal Aviation

Administration (FAA) and is currently under FAA review and coordination. In addition, the required environmental documentation remains under agency review, with coordination ongoing to ensure compliance with all applicable environmental regulations.

The Airport Master Plan Capital Improvement Program is structured to support implementation of the approved plan over time, with projects phased to ensure financial feasibility and alignment with available funding. The City is currently implementing short-term capital improvements identified in the Airport Master Plan that enhance airport operations while addressing regulatory and community considerations.

**Annual Road Rehabilitation Project**
*Status: Annual Contract with Construction Implementation in the Summer Season*

The 2025 Road Rehab paved 4.51 lane miles of City roads with 4" of asphalt on an 8" aggregate base in the Upper Bijou neighborhood.

The 2026 Road Rehab location is yet to be determined.

**Annual Sealing Project**
*Status: Annual Contract with Construction Implementation in the Summer Season*

An annual cape/chip sealing project has been implemented in the 2026 season in order to prolong the life of roadways in fair or good condition. This project location is to be determined.

**Bicycle Amenities and Wayfinding Signage**
*Status: Repair Stations Completed in 2025; Remaining Signage will be Installed in 2026*

In 2025, the City installed nine (9) bicycle repair stations throughout the city. These repair stations are primarily adjacent to existing and future bicycle paths. The City increased the number of bicycle wayfinding signage along the existing bicycle network from twenty-two (22) signs to seventy-five (75) signs and installed six (6) bicycle repair stations along this same route. The project included adding smaller signs with a QR (Quick Response) Code to existing and proposed wayfinding signage, linking the user directly to the interactive, web-based Tahoe Bike Map. The map will indicate the user's location in a zoomed in view, and the user may zoom out to see the entire context of the map and the bicycle network. The QR Codes will be installed in 2026.

**Bijou Park Class I Bicycle Trail - Greenway Connector**
*Status: Construction Expected in 2026*

This project proposes to construct 0.6 miles of bicycle and pedestrian trail that would link the Al Tahoe Mobility Project constructed in 2020 (Johnson Boulevard & Al Tahoe Boulevard) with the California Tahoe Conservancy's Dennis T. Machida Memorial Greenway Trail Phase 1B (Constructed 2021). The trail would be entirely located within the City's Bijou Park property, with construction of the project planned in 2025.

**Dennis T. Machida Memorial Trail - CTC Greenway Phase 1C**
*Status: Survey and Appraisals for Easement Acquisition*

This project is a continuation of multiple phases of the California Tahoe Conservancy's (CTC) Dennis T. Machida Memorial Greenway Trail Project. This segment (1C) is proposed to provide

a multi-use paved trail from Herbert Avenue to the limits of Ski Run Boulevard and Pioneer Trail. The City secured $800,000 in grant funds from the CTC to partially fund the planning phase of the project, which includes public outreach, site surveying, and easement acquisition. CDM Smith, Inc. has been contracted for the initial planning phase. Discussions with property owners regarding the easements have taken place, and there is indication that property owners are willing to work with the City to provide easements to support the original alignment of the proposed trail segment. Survey work is currently underway. Once complete, the appraisal process will commence. It is expected that the City will be able to purchase the necessary easements in 2026.

**Johnson Boulevard Complete Streets Project**
*Status: Ongoing; Seeking Additional Funding in 2026*

In 2015, as a part of the Middle School Connectivity Plan, a wide and diverse group of community and agency stakeholder groups convened a series of meetings to address the lack of adequate, safe, accessible, and sustainable infrastructure along Johnson Boulevard, which currently provides poor connectivity through the Bijou Meadow which is heavily used to access the Middle School and other public areas. A diverse group of stakeholders reached a consensus and requested significant improvements in this project area. The Johnson Boulevard Complete Streets project will be designed to support state and regional goals by reducing vehicle miles traveled (VMT) and greenhouse gas emissions while maximizing mobility and increasing the accessibility and mobility. It will also aim to preserve and ensure a sustainable transportation system for the region. This Project will follow the Liberty Power Rule 20A Powerline Undergrounding Project. It will create a bicycle and pedestrian facility upgrade to connect to the schools and other developments in the area. The project's first phase will entail a feasibility analysis of a Complete Street Design concept. The City has allocated $200,000 toward the project and is seeking additional funding to support the feasibility and planning stage.

**Motel 6 Bridge Scour Repair**
*Status: Currently in Design Phase; Construction Expected in Spring of 2026*

The Upper Truckee River is scouring the western riverbank in close proximity to the Motel 6 Bike Bridge pier’s foundation. A scour protection solution is being designed to prevent further scouring issues and ensure the bridge remains operable.

**Pioneer Trail Highway Safety Improvement Project**
*Status: Completed in 2025*

This project proposes to make roadway safety improvements at the intersection of Glenwood Way and Pioneer Trail. It is funded primarily through Highway Safety Improvement Program Funds. The project was determined viable from the TRPA Regional Roadway Safety Audit. The project finished construction in June of 2025.

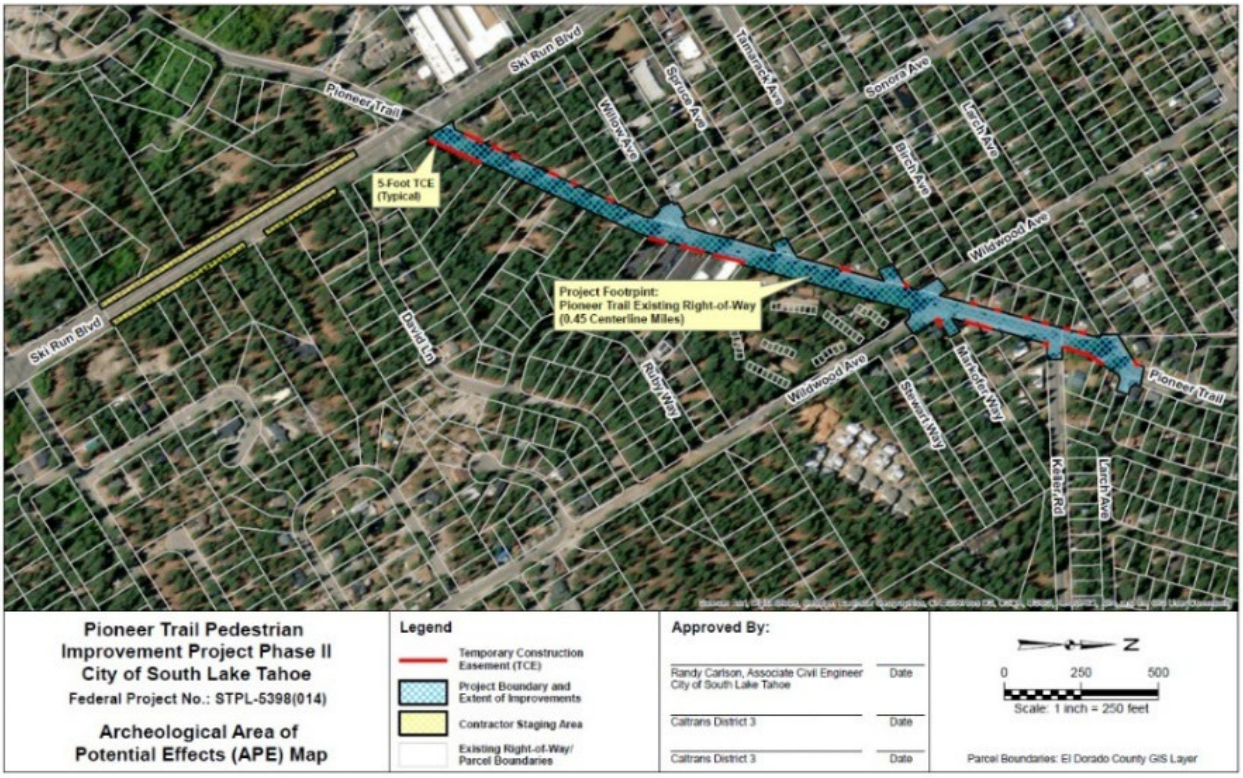
**Pioneer Trail Pedestrian Improvement - Phase 2**
*Status: Under Construction; Anticipated Completion in Summer of 2026*

The Pioneer Trail Pedestrian Improvement Project Phase 2 is located primarily between the intersections of Ski Run Boulevard, on the west end, and Larch Street, on the east end (0.45 centerline mile). The project proposes construction of ADA-compliant sidewalks, grade crossings, ramps, and intersection re-configurations along both sides of Pioneer Trail. Class 2 bike lanes will also be placed on both sides of Pioneer Trail. Minor drainage improvements, landscaping, signage, and sidewalk-level lighting will also be constructed. New transit shelters and bus pull

outs will be provided along both sides of Pioneer Trail near multi-family residential properties. The project and required CEQA documentation were approved by the Planning Commission at the February 18, 2021 meeting. Design work continued in 2023 and early 2024. Acquisition work was completed in late 2024. Caltrans approval has been obtained, and the project should be bidding in February of 2025 with construction commencing in the 2025 season.

On November 5, 2024, City Council passed Resolution 2024-119 accepting Highway Safety Improvement Program (HSIP) funding for the Pioneer Trail Improvement Project. The project scope includes lane and shoulder widening, improved line striping, installing radar speed feedback signs, and drainage improvements at the Glenwood Way and Pioneer Trail intersection. The project is currently in the planning and design phase.

Pioneer Trail Pedestrian Improvement Project – Phase 2




**Runway 18 Precision Approach Path Indicator (PAPI) System Rehabilitation and Pavement Project**

*Status: Completed in 2025*

The Runway 18 Precision Approach Path Indicator (PAPI) System Rehabilitation and Pavement Project has been successfully completed in early November of 2025, marking a significant milestone in the ongoing enhancement of Lake Tahoe Airport's safety and operational reliability. Originally identified as a priority within Phase I (Short Term, 2024 - 2028) of the Airport Master Plan's Capital Improvement Program (CIP), this initiative addressed the urgent need to replace an aging PAPI system that had reached the end of its service life. Over recent years, the legacy equipment has experienced frequent outages due to obsolete components and diminishing availability of spare parts, creating unacceptable risks to flight operations and pilot confidence during low-visibility approaches. In alignment with the City Council's approval of the preferred

Airport Layout Plan (ALP) on November 19, 2024, staff expedited this dual-scope project to deliver both critical safety upgrades and infrastructure resilience. The comprehensive scope included:

- Full replacement of the Runway 18 PAPI system with state-of-the-art LED units, providing precise, energy-efficient, and highly reliable visual glide path guidance.
- Simultaneous resealing and rehabilitation of Taxiway A pavement, including all the connecting taxis and all the ramps, enhancing surface integrity, skid resistance, and longevity under varying weather conditions.
- Additionally, crack-sealing Runway 18/36 and preparing for the next stage of resealing in 2026.

This integrated approach minimized operational downtime while maximizing value, ensuring seamless coordination between electrical, civil, and aviation teams. The upgraded PAPI system now delivers uninterrupted, high-visibility descent cues to pilots, fully compliant with FAA standards and tailored to the unique terrain and weather challenges of the Lake Tahoe Basin.

With completion ahead of schedule, the project not only restores full operational redundancy but also positions the airport to meet growing demand with enhanced safety margins. This achievement reflects the City's steadfast commitment—supported by FAA and Caltrans grant funding—to modernizing infrastructure in lockstep with community expectations and regulatory excellence.

Future Phase I projects will build on this foundation, further strengthening Lake Tahoe Airport as a safe, sustainable gateway to the region.

**Stateline Avenue Complete Streets Project**
*Status: Conceptual Planning, Constraints Analysis and Circulation/Parking Study*

This project seeks to rehabilitate the area bounded by Stateline Avenue, Lakeshore Boulevard, and Park Avenue to provide safer pedestrian and bicycle access and improved stormwater infrastructure. Lumos and Associates have been contracted to provide conceptual planning, constraints analysis and circulation and parking study to help fully understand how any proposed changes could impact the functionality of this area within the Tourist Core Area Plan. The goal is to create a safer pedestrian and bicycle access to connect the busy, commercial, and hotel corridor along the eastern edge of the project area to the Lakeside Beach community on the western edge. In 2026, a series of public outreach meetings will be held to engage stakeholders and the community in refining the project's scope and selecting a preferred alternative. The goal is to work toward developing 30% design plans for the preferred alternative and seek additional funding to advance the design of the project further toward implementation.

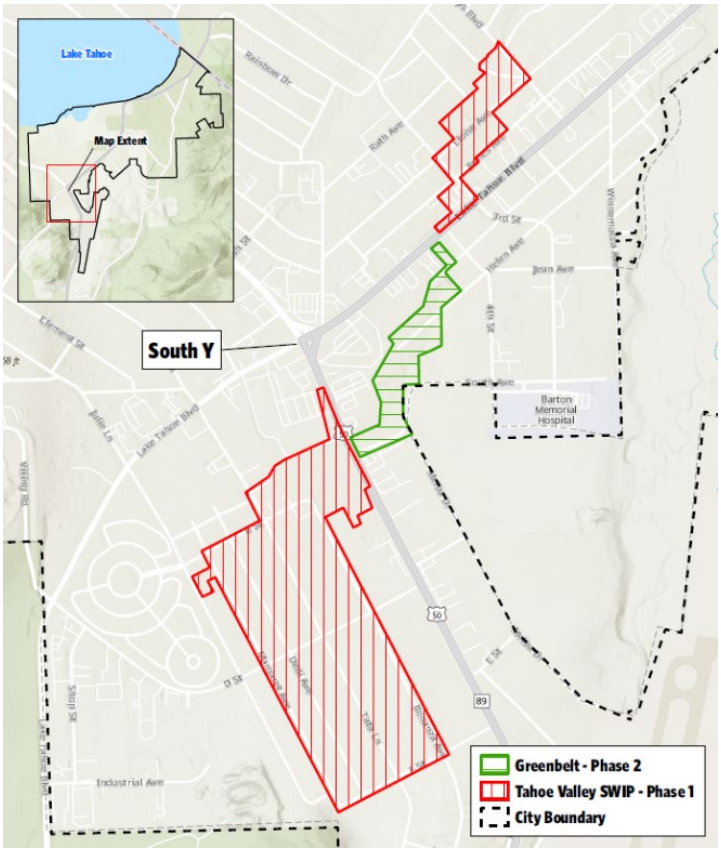
**Tahoe Valley Stormwater and Greenbelt Improvement Project**
*Status: Phase 1: Implementation Initiated in 2023; Completed in 2025*
*Phase 2: Implementation Initiated in 2025; Anticipated Completion in 2026*

This project includes multi-benefit stormwater, stream environment zone (SEZ) restoration, bicycle/pedestrian improvements, and recreational amenities. Water quality and SEZ enhancements include improving existing drainage ways and drainage systems to spread, infiltrate, treat, and retain surface flows from roadways, commercial areas, and other high priority, directly connected urban areas. Pedestrian and bicycle enhancements include improving connectivity within the project area and to regional networks. Due to the size and diversity of the overall project, it is split into two phases:

1. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd.
2. Phase 2 consists of the Central Greenbelt Area (behind the Crossings), spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street.

Phase 1 of the project, approximately $7M, was funded by the State Water Resources Control Board (SWRCB) Proposition 1 Stormwater Grant Program, California Tahoe Conservancy (CTC) Proposition 1 and Proposition 68 Grant Funding, TRPA mitigation funds, and local match funding, including Measure S and General funds.

Tahoe Valley Stormwater and Greenbelt Improvement Project




The critical acquisitions of private property within the Central Greenbelt area were completed in 2022 with financial support from TRPA mitigation funds and the CTC. Phase 2 of the project, also approximately $7M, was fully funded as of 2024, including SWRCB Proposition 1 Implementation Grant, TRPA SEZ and Water Quality Mitigation Funding, TRPA – Lake Tahoe Restoration Act Grant Program, CTC Implementation Grant, Lahontan Supplemental Environmental Project, and local match funds from General Fund.

**Tata Lane/Sugar Pine Village Sidewalk Project**
*Status: Currently in Planning and Design Phase*

This project proposes to provide sidewalk connections on Tata Lane and Julie Lane to connect the new Sugar Pine Village affordable housing project to the Lake Tahoe Boulevard multi-use

path and complete pedestrian connectivity to the transit center. Funding is tied to the completion of Phase 2A of the affordable housing project, and implementation will follow thereafter.

**Upper Bijou Park Creek Watershed Restoration Project**
*Status: Construction of 2 of the Subprojects in 2025; Finalizing Design and Seeking Additional Construction Funding in 2026*

The Upper Bijou Park Creek Watershed Restoration Project addresses water quality and flooding in an 850-acre watershed discharging to Lake Tahoe via the Ski Run Marina. Phase 1, completed in 2018, redeveloped the Knights Inn hotel site with new stormwater treatment basins and a conveyance system.

As of 2024, the City is in Phase 2 of the Upper Bijou Park Creek Watershed Restoration Project, addressing flooding, water quality issues, and impacts from development in Stream Environmental Zones (SEZ). Plans include restoring SEZ and floodplain areas, improving drainage to support active transportation near Bijou Community School, and advancing Phase 1c of the Dennis T. Machida Memorial Greenway Trail. The project will also implement distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff, protecting Lake Tahoe.

In 2025, the Rockwood to Blackwood Drainage Improvements Project and the Aloha Basin project, two of the nine subprojects part of the overall Upper Bijou Park Creek Watershed Restoration Project were completed. The City is finalizing the design of the other projects and will continue to pursue funding to implement the remaining subprojects. The projects that will support active transportation projects have not yet been implemented.

**US Highway 50/California State Route 89 Multimodal Corridor Study**
*Status: Concept Development and Public Outreach Phase I*

The City has contracted CDM Smith, Inc. to engage in a planning effort to identify, analyze, and propose enhancements to the US Highway 50 and California State Route 89 corridors to improve safety and access for walking and bicycling, and to facilitate modal shifts away from vehicles through a more efficient transit system. Development of the Plan will include a review of existing documents and conditions, public participation, evaluation of traffic calming, mobility, and transit options, and implementation recommendations. The stakeholder and public participation process will begin in 2026.

**Vision Zero Action Plan**
*Status: Final Report Approved by City Council in January of 2025*

The City of South Lake Tahoe has developed a data-driven Vision Zero Action Plan, which will be a living document and guide that commits the City to a Vision Zero implementation plan for improved traffic safety. The Vision Zero Action Plan was developed through community and stakeholder engagement over the course of 2024 and took into account the 8 E-s of Traffic Safety, to ensure equity among all roadway users and to progress toward eliminating severe injury crashes and fatalities. The Vision Zero Action Plan is a roadmap to address and measure the success of the City's traffic safety improvement projects and outlines future funding sources to achieve the goal of zero fatalities and severe injuries by the year 2035.

The existing Transportation & Circulation Element goals are provided below for reference.

**Transportation and Circulation Element Goals**

Goal TC-1: To develop a transportation network that provides an efficient, comprehensive, and well-maintained roadway system that accommodates vehicular travel while encouraging expanded use of alternative transportation modes.

Goal TC-2: To expand transit services in South Lake Tahoe to provide a viable alternative to the private automobile and enhance mobility for residents and visitors, and work collaboratively to expand public transit options throughout the Tahoe Basin.

Goal TC-3: Expand bicycle and pedestrian activity in the community centers and throughout the city, across all seasons of the year, through enhancements to and maintenance of bike paths, bike lanes, pedestrian paths, and sidewalks.

Goal TC-4: Provide and manage parking to accommodate reasonable auto usage, while minimizing the impacts of excessive parking supply and encouraging use of alternative travel modes.

Goal TC-5: To enhance the Lake Tahoe Airport as a regional transportation hub.

Goal TC-6: Encourage development of waterborne public transportation services that connect with transit, bicycle, and pedestrian facilities.

# SECTION 8 PUBLIC/QUASI-PUBLIC FACILITIES AND SERVICES ELEMENT

The Public/Quasi-Public Facilities and Services Element contains goals, policies, and implementation measures for the logical and efficient extension and upgrading of services and facilities in South Lake Tahoe.

During 2025, the City implemented several projects and actions to address the Public/Quasi-Public Facilities and Services Element, including the following:

**Clean Energy Projects**
*Status: Received Building Permit; Pending Construction*

In 2024, the City issued its first design-build project RFP and procured the services of Willdan Energy Solutions to design and construct a citywide Energy Upgrades project. Council approved the project and funding mechanism in the fall of 2024. Measures include: Building Automation Services and Recommissioning; Pelican Thermostat Integrations; Transformer Upgrades; Solar Parking Canopies at the Motor Pool Facility; Solar Parking Canopies at the Police Station; New Insulated Roof at the Ice Arena; Relocation and Refurbishment of the Microturbine for the Ice Arena; Central Plant Replacement at the Ice Arena; and Water Meter Downsizing. Implementation will take place in 2025 - 2026. Planning entitlement for the South Tahoe Public Utility District (STPUD) solar farm was issued in 2023 and a building permit was issued in 2024 to begin construction.

**3-Cart Waste Management**
*Status: Completed in Summer of 2025*

The City worked with South Tahoe Refuse to implement a Senate Bill (SB) 1383-mandated 3-cart waste management system across residential and commercial accounts within City limits. The system aims to maximize organic waste diversion toward statewide carbon pollution reduction goals. City staff co-supervised, with South Tahoe Refuse, two AmeriCorps fellows who provided community outreach and worked with all local schools to support food waste diversion programs with in-classroom education on the positive climate outcomes of composting food waste. This project was completed in the summer of 2025.

**Energy Efficiency**
*Status: Received Funding; Pending Entitlements and Building Permit*

On November 4, 2025, the City Council approved a subrecipient agreement with Tahoe Transportation District for funding to implement an electric vehicle charging station at 1700 D Street.

**Fire Station 3**
*Status: Received Funding; Begin Planning and Design Phase in 2026*

In 2023, the City initiated an evaluation of design options for the reconstruction of Fire Station 3 on the property adjacent to the current site. Throughout 2024 and 2025, the City negotiated with the Bank of Montreal to purchase the land with plans to begin planning and design work in 2026. The project is currently funded through City Council approval and property acquisition is expected to be completed by the end of January 2026.

**Community Services Division Expansion**
*Status: Pending Building Permit*

Following the overturning of Measure T, the Community Services Division hired additional staff to regulate and monitor VHRs per City Council's direction. As part of the Community Services Division expansion, the second floor of the existing Explore Tahoe building at 4114 Lake Tahoe Boulevard was identified as the future office for this division. The tenant improvement building permit is currently in plan review and is expected to be approved in 2026.

**Heavenly Village Public Parking Garage (Bellamy Parking Garage) Renovation**
*Status: Completed in 2025*

In 2023, the South Tahoe Joint Powers Parking Financing Authority approved Resolution 2023-001, authorizing various upgrades to the City-owned public parking garage located at 1 Bellamy Court. The project was divided into two phases and was facilitated by the Police and Public Works Departments. Phase 1 included structural and circulation upgrades and was completed in 2024. Phase 2 was completed in 2025 and consisted of: improving access points in the parking structure, integrating an Automated Parking Guidance System, and simplifying the payment system by adding License Plate Reader technology and various methods for payment. These upgrades eliminate congestion on Bellamy Court and provide a more user-friendly experience.

The existing Public/Quasi-Public Facilities and Services Element goals are provided below for reference.

**Public/Quasi-Public Facilities and Services Element Goals**

Goal PQP-1: To ensure the timely maintenance, expansion, and upgrade of public facilities and services for the entire community.

Goal PQP-2: To work with local providers to ensure an adequate and safe water supply and delivery system for the entire community.

Goal PQP-3: To coordinate with South Tahoe Refuse to provide a reliable and environmentally-friendly solid waste collection and diversion program that encourages recycling and re-use.

Goal PQP-4: To protect water quality of streams and Lake Tahoe by reducing pollutant loads associated with urban stormwater runoff.

Goal PQP-5: To deter crime and to meet the growing demands for police services in South Lake Tahoe.

Goal PQP-6: To protect residents, employees, and visitors in South Lake Tahoe from injury and loss of life, and to protect property and businesses from fires.

Goal PQP-7: To coordinate planning efforts with the Lake Tahoe Unified School District, Lake Tahoe Community College, and South Lake Tahoe Library in their efforts to provide for the educational needs of all South Lake Tahoe residents.

Goal PQP-8: To promote provision of adequate levels of utility services by private companies and to ensure that these are constructed in a fashion that minimizes their negative effects on surrounding development and maximizes energy efficiency.

Goal PQP-9: To expand health and medical facilities and services in South Lake Tahoe to serve residents and visitors.

Goal PQP-10: To relocate and consolidate City-owned and operated public buildings while making them more energy efficient.

Goal PQP-11: To provide efficient snow removal on public streets and sidewalks to promote safe, year-round access to these facilities.

# SECTION 9 RECREATION AND OPEN SPACE ELEMENT

The Recreation and Open Space Element contains goals and policies that seek to protect open space and enhance recreational opportunities for South Lake Tahoe residents and visitors.

During 2025, the City implemented several projects and actions to address the Recreation and Open Space Element, including the following:

**Recreation Complex Expanded Services**
*Status: Ongoing*

In 2025, the Recreation Division offered new programming to expand services ahead of opening the new Recreation Center. This includes: Mini Mountain Movers, Storytime with a Mermaid, Accessible Yoga, Kiddo Yoga, Vinyasa Yoga, Line Dancing, Silver Striders Walking Club, Improv Classes, Singing Lessons, Youth Basketball League, NFL Flag Football, Sierra Spirit, Junior Giants, First Tee Golf Lessons, Adult Cornhole League, Adult Volleyball League, Lake Tahoe Soccer League, Ukulele Club, Jazzercise, Zumba, Aqua Zumba, Float Fit, Personal Fitness Training with Kyler, Tiny Tots Sports, Crochet It, Masters Swim, Water Exercise, Craftspace and Aikido. Programs were created based on feedback from a New Recreation Programs survey, which yielded over 800 responses on programming the community would like to see for the new Recreation and Aquatics Center.

The Aquatics Program is now fully staffed with lifeguards and instructors, and swim lessons are offered year-round. The Third Grade Swim Program returned in partnership with Lake Tahoe Unified School District (LTUSD), with 191 students participating over 12 weeks.

The Parks & Recreation Department has begun a new emphasis on marketing programming, events, and services by launching its own social media presence on Facebook and Instagram and by publishing the program guide, SLT at Play, twice annually.

Operating hours for the Recreation Center have been extended in the mornings and evenings to prepare for expanded hours at the new Recreation and Aquatic Center.

**Recreation and Aquatic Center Project**
*Status: Under Construction; Anticipated Completion in 2026*

In May of 2024, construction began on Phase 2 of the Recreation and Aquatics Center, focusing on vertical construction. This milestone followed the City Council's earlier discussions in January 2023 regarding re-bidding the project and the March 2023 amendments to two Professional Services Agreements for preconstruction services and architectural and engineering design. The project remains on schedule with plans to open in April of 2026.

**Community Parks**
*Status: Bijou Park – Completed in Summer of 2025*
*Regan Beach – Ongoing; Received Funding to Begin Planning and Environmental Work*

A state-of-the-art street-style skate park opened at Bijou Park in the summer of 2025. City staff are working to implement Phase I of the Regan Beach Landing Project and have received a $500,000 grant from the California Tahoe Conservancy to begin planning and environmental work for this phase of the project.

**Ice Arena**
*Status: Received Building Permit; Pending Construction*

A major ice arena facility roof and central plant upgrade will be part of a larger Energy Upgrades project, detailed in Section 8. The upgrade will improve energy efficiency and resiliency to ensure uninterrupted operations for the community.

**Public Art Installations**
*Status: Ongoing*

In 2021, the City Council approved $100,000 in American Rescue Plan Act (ARPA) funds for Art Program Funding. On May 31, 2024, the City advertised a request for proposal (RFP) for a Public Art Installation located in proximity to Lakeview Avenue and US Highway 50. The Arts, Tourism, and Culture (ACT) Commission awarded the RFP to a proposal on September 9, 2024. City Council approved the $100,000 of ARPA funds to complete the project. The art installation was unveiled at Lakeview Commons in September of 2025, Footprints of our Past by the artist Terrie Bennet, celebrating the history of Lake Tahoe. The ACT Commission issued five Publicly Visible Art Permits in 2025.

The existing Recreation and Open Space Element goals are provided below for reference.

**Recreation and Open Space Element Goals**

Goal ROS-1: To maintain and expand South Lake Tahoe's public park system and recreational opportunities to meet the needs of residents, employees, and visitors.

Goal ROS-2: To provide areas of permanent construction that include passive recreational opportunities.

# SECTION 10 HEALTH AND SAFETY ELEMENT

The Health and Safety Element includes goals, policies, and actions to address natural hazards such as flooding, wildfires, and earthquakes, as well as hazards from airplane operations. The Health and Safety Element also includes emergency response and disaster preparedness.

During 2025, the City implemented several projects and actions to address the Health and Safety Element, including the following:

- In 2025, the Police Department established Citizen RIMS, a web-based platform that allows the public to view and filter through past service calls. The platform provides a limited amount of information for each incident and includes a feature to request extra patrol.

- In 2025, the Police and Fire Department continued to work on the Citywide radio system upgrade to comply with Department of Justice (DOJ) requirements and protect Criminal Justice Information (CJI) and Personal Identifiable Information (PII), a project initiated in 2023.

- In 2025, the Police Department completed training on the Incident Command System, ICS-100 and ICS-200, from the Federal Emergency Management Agency (FEMA). This allows the entire staff to understand the language used during a local or regional emergency assigned to the Incident Command Structure in an Emergency Operations Center.

- In 2025, the Police Department applied for and received $104,838 from the Division of Boating and Waterway Boating Safety and Equipment Grant. This grant money will be used to replace the outboard engines on the Police Marine Unit. The police boat is used for enforcement and rescue on Lake Tahoe. Additionally, the Police Department received a $112,076 grant from the California State Parks, Division of Boating and Waterways . The grant money was used to cover the cost of Marine Safety officers, boat repairs and maintenance, and fuel.

- The California Office of Traffic Safety (OTS) provides grant assistance to law enforcement agencies through the OTS Grant Program. The Police Department applied for these grant funds in January of 2025 and received confirmation of the award in November of 2025. The City Council passed a resolution authorizing the $45,000 grant fund to be used for enforcement efforts, including but not limited to DUIs, seatbelt usage, distracted driving, motorcycle, bicycle, and pedestrian safety issues.

- In June of 2024, the City Council passed an ordinance amending Chapter 5.30 (Hazardous Vegetation and Defensible Space), which included “Zone Zero”. This ordinance requires a zero-combustible zone within five feet of any structure. At the time of ratification, it was the strongest defensible space ordinance in the state, and it will be in line with California state requirements expected in 2026.

- South Lake Tahoe Fire Rescue was awarded $1.6M, as a subrecipient from a $3.2M grant, for fuels management. This grant from the California Tahoe Conservancy (CTC) increases the capacity to coordinate fuels reduction projects across jurisdictional lines in the South Shore. The City Council authorized a new Fuels Division Chief position in

2024 to oversee the program. The CTC grant will fund the program through November of 2027. New funding mechanisms are currently being evaluated to continue the program past 2027.

- In 2025, the South Shore Fuels Division initiated fuels treatment along evacuation corridors. This effort was driven by the Lake Tahoe Regional Fire Chiefs Association in partnership with Tahoe Basin law enforcement agencies that have direct authority over evacuations.

- Through the annual City budgeting process, South Lake Tahoe Fire Rescue has made significant investments in infrastructure and equipment. In 2025, the City Council approved the purchase of a new Type I Fire Engine. In 2026, South Lake Tahoe Fire Rescue plans to request approval to purchase a new Self-Contained Breathing Apparatus for the entire department and for three light-duty vehicles.

- Through the Lake Tahoe Regional Fire Chiefs Association, South Lake Tahoe Fire Rescue began battalion-level training with all agencies in the Tahoe Basin and Carson Valley to standardize response policies. These battalion drills improve response capability to hazard events, including: vegetation fires, high-rise incidents, active shooter events, structural fires, and mass casualty incidents. These drills are ongoing and are being developed by the Operations section of the Regional Chiefs Association.

- Per City Council's direction, the Police Department and Housing Division investigated options to implement a "warm room" or emergency shelter for people experiencing homelessness. In September of 2025, the City Council directed staff to pursue establishing a motel voucher program with local and regional stakeholders. A presentation to the City Council and the public is scheduled for January of 2026.

The existing Health and Safety Element goals are provided below for reference.

**Health and Safety Element Goals**

Goal HS-1: To plan for, train for, and respond to major incidences and disasters in order to minimize loss of life, major injury, and loss of property.

Goal HS-2: To provide minimize fire hazards and provide fire protection services that maintain a safe and healthy community.

Goal HS-3: To protect lives and property from seismic and geologic hazards and adverse soil conditions.

Goal HS-4: To protect life and property from seasonal flooding and flooding related to large storm events.

Goal HS-5: To protect and maintain the safety of residents, businesses, and visitors by reducing the threat of avalanches.

Goal HS-6: To protect and maintain the safety of residents, businesses, and visitors by reducing, where possible, eliminating exposure to hazardous materials, waste, and natural substances.

Goal HS-7: To protect and maintain the safety of residents, businesses, and visitors by reducing the threat of aircraft hazards.

Goal HS-8: To protect South Lake Tahoe's residents, workers, and visitors from the harmful and annoying effects of excessive exposure to noise.

# SECTION 11 NATURAL AND CULTURAL RESOURCES ELEMENT

The Natural and Cultural Resources Element addresses the preservation and enhancement of scenic, water, biological, historical, cultural, and mineral resources.

The City continues to implement its first Climate Action Plan (CAP), adopted in October of 2020. The CAP serves as a long-term plan to reduce greenhouse gas (GHG) emissions from community activities and to prepare for the impacts of climate change. In addition to addressing climate change, the CAP will provide numerous co-benefits. Emissions reduction strategies are crafted to provide benefits to public health and safety, economic sustainability, local environmental quality, community resilience, and equity.

During 2025, the City took numerous actions to further the implementation of the Climate Action Plan, including the following:

**Transportation:**

- City installed seven dual Level 2 electric vehicle (EV) charging stations at the Heavenly Village Public Parking Garage (Bellamy Parking Garage) for 14 charging ports on the first floor (EV-1).
- City leased 12 parking spaces dedicated to fast EV charging at the general-purpose public parking lot at 3069 Harrison Avenue (EV-1).
- City secured construction funding, via a subrecipient agreement with the Tahoe Transportation District, toward an EV Charging Base Station to charge electric microtransit and City fleet vehicles, in partnership with South Shore Transit Management Association (EV-2, RE-2).
- City installed three dual EV chargers at the new Recreation and Aquatic Center (EV-1).
- City sponsored the Lake Tahoe Electric Transportation Forum for the third year, educating the public and bringing partners together to scale electrification (EDT-1).
- City cleared pedestrian and bike trails all winter to improve bikeability and walkability throughout winter (WB-1).
- City led the creation of a Transit JPA with El Dorado County in pursuit of working to improve the overall accessibility, reliability, and convenience of existing transit services (TR-1).
- City continued to fund microtransit (TR-1).

**Water and Solid Waste:**

- The City's waste hauler, South Tahoe Refuse (STR), completed its first year of 3-cart service, implementing this aspect of Senate Bill 1383, the Short-Lived Climate Pollutants Reduction Act, aimed at keeping organic material out of landfills. First-year data show a 481% increase in green waste collected (WA-2).
- STR expanded food waste drop-off days from one to five to keep more food waste out of the trash stream, further reducing short-lived climate pollutants. They also partnered with a private company that collects food waste and delivers it to the STR drop-off site on Ruth Avenue (WA-2).
- City partnered with STR to host two California Climate Action Fellows for the second of a two-year term. Fellows onboarded all local elementary schools to food waste diversion practices (WA-2, WA-3).

**Land Use:**

- Sugar Pine Village, the affordable, transit-oriented, solar-supported, electrified housing project, moved to Phase 2 and opened to more residents (RE-2, LUP-3).

**Building Energy:**

- City began implementation of the Energy Upgrades project, increasing efficiency across numerous City facilities, including a major ice arena overhaul, and adding over 400 kW of renewable solar electricity to the City portfolio next year. The project is set to conclude in 2026 (RE-1).

**Watershed Health:**

- South Lake Tahoe Fire Rescue expanded public awareness of wildfire risk mitigation by supporting two California Climate Action Fellows' community education efforts in partnership with the Tahoe Resource Conservation District (CS-1).

Significant accomplishments of City institutional partners toward CAP actions included:

- South Tahoe Public Utilities District brought their 1MW ground-mounted solar system online (RE-2).
- Liberty Utilities launched a heat pump incentive program (EB-1).
- Expansion of the Heavenly shuttle system (TR-1, TR-2).
- A multi-partner effort completed a pilot shuttle program to Emerald Bay (TR-2).
- South Lake Tahoe Fire Rescue completed several key Hazardous Fuels Reduction projects this past year. These projects demonstrate the City's ongoing commitment to public safety, transportation, and environmental stewardship (CS-1).

The existing Natural and Cultural Resources Element goals are provided below for reference.

**Natural and Cultural Resources Element Goals**

Goal NCR-1: To protect and enhance the visual connection of South Lake Tahoe's and the Lake Tahoe Basin's scenic resources.

Goal NCR-2: To protect and enhance the clarity of Lake Tahoe and water quality in the area's rivers, creeks, and groundwater.

Goal NCR-3: To protect, restore, and enhance biological habitats and wildlife species in South Lake Tahoe.

Goal NCR-4: To preserve and maintain sites and structures that serve as significant, visible connections to South Lake Tahoe's social, cultural, and architectural history.

Goal NCR-5: To incorporate air quality transportation improvements and emission reductions directly with land use and transportation planning.

Goal NCR-6: To encourage energy conservation in new and existing developments in order to reduce greenhouse gas emissions, limit their effect on global warming, and to create a more sustainable environment.

# SECTION 12 NEIGHBORHOOD PRIORITY LISTS

The Neighborhood Priority Lists chapter of the General Plan outlines proposed land use, economic development, transportation, and housing actions for the City's different neighborhoods. The list of neighborhood improvement priorities was created based on features identified by residents and stakeholders that were missing in their individual neighborhoods. It should be noted that two community plans (Stateline/Ski Run and Tahoe Valley) have since been replaced with two new Area Plans (Tourist Core Area Plan and Tahoe Valley Area Plan).

During 2025, the City implemented several projects and actions to address the Neighborhood Priority Lists, including the following:

**#A: South Y Industrial Tract Community Plan**

*Priorities: 1) Expand role as an economic center*

- Tahoe Valley Area Plan Amendments to Include South Y Industrial Tract Area (Ongoing; Anticipated Adoption in the fall of 2026)

**#B: Tahoe Valley Area Plan (previously Tahoe Valley Community Plan)**

**#N1: Tahoe Valley Node**

*Priorities: 1) Improve walkability and bikeability; 2) Develop parks and community gathering places; 3) Encourage mixed-use development with affordable housing; 4) Plant native landscaping and trees in parking areas and along streets; 5) Expand role as an economic center*

- Tata Lane/Sugar Pine Village Sidewalk Project (Ongoing; Planning and Design in 2026)
- Tahoe Valley Stormwater and Greenbelt Improvement Project
  - Phase 1 (Completed in 2025)
  - Phase 2 (Under Construction; Anticipated Completion in 2026)
- Affordable Housing Development [Sugar Pine Village] at 1029 Tata Lane and 1860 Lake Tahoe Boulevard (Under Construction; Anticipated Completion in 2028)
- Food Hall at 1030 Tata Lane (Completed in 2025)
- Multi-family Residential Development at 1150 Melba Drive (Completed in 2025)
- Mixed-Use Development [Alpine Estates] at 2070 Lake Tahoe Boulevard (Ongoing; Pending Entitlements)
- Bicycle Amenities and Wayfinding Signage Added in this Neighborhood (Repair Station Completed in 2025; Pending Wayfinding Completion in 2026)
- CTC Upper Truckee Marsh South Project (Demolition of Motel 6 Completed in 2025; Community Outreach/Conceptual Planning Ongoing)

**#C: Bijou/Al Tahoe Community Plan**

*Priorities: 1) Expand role as an economic center; 2) Develop new social centers; 3) Construct a new government center*

- Mid-Town Area Plan (Ongoing; Anticipated Adoption in 2026)
- Recreation and Aquatic Center Project (Under Construction; Anticipated Completion in 2026)
- Skateboard Park in Bijou Park (Completed in the summer of 2025)
- Omni Tahoe Mobile Vending Location (Ongoing; Pending Entitlements)
- Lake Tahoe Community College Student Housing (Completed in 2025)

**#D: Tourist Core Area Plan (previously Stateline / Ski Run Community Plan)**
**#N2: Stateline Node**

*Priorities: 1) Improve walkability and bikeability; 2) Encourage mixed-use development with affordable housing; 3) Improve and maintain Ski Run Boulevard; 4) Expand role as the primary visitor economic center; 5) Develop additional visitor services and housing*

- Water-efficient Landscaping on Ski Run Boulevard (Completed in 2025)
- Heavenly Village Public Parking Garage Renovation (Completed in 2025)
- Condominiums at 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue (Under Construction; Anticipated Completion in 2027)
- Affordable Housing at 3900 and 3908 Lake Tahoe Boulevard (Entitlements in 2025; Construction of Phase 1 Expected in May of 2026)
- Ski Run Marina Mobile Vending Location (Entitlements in 2025)
- ROAM Tahoe (Chateau) Mixed-Use Development (Ongoing; Pending Entitlements)
- Multi-family Residential Development at 3794 Montreal Road (Ongoing; Pending Subdivision in 2026)
- Bicycle Amenities and Wayfinding Signage Added in this Neighborhood (Repair Station Completed in 2025; Pending Wayfinding Completion in 2026)
- Stateline Avenue Complete Streets Project (Ongoing; Conceptual Planning and Community Outreach in 2026)

**#1: Tahoe Keys Neighborhood**

*Priorities: 1) Improve infrastructure, including streets and drainage; 2) Develop sidewalks and bike paths along Tahoe Keys Boulevard and Venice Drive; 3) Develop pedestrian and bike "boardwalks" between Tahoe Keys and Pope Beach Road and between Tahoe Keys and Al Tahoe; 4) Develop a park/gathering space at the southeast corner of Tahoe Keys Boulevard and Venice Drive; 5) Provide better transit service through neighborhood; 6) Develop more park and recreational opportunities on publicly-owned vacant parcels; 7) Work with TKPOA to develop a property upkeep ordinance; 8) Develop a roundabout at Tahoe Keys Boulevard and Venice Drive; 9) Develop better and safer street lighting*

- Redevelopment of Tahoe Keys Marina (Ongoing; Pending Environmental Review and Entitlements)
- Construction of Water Supply Well (Ongoing; Pending Environmental Review and Entitlements)

**#2: Tahoe Island Neighborhood**

*Priorities: 1) Develop bike lanes and sidewalks along Tahoe Keys Boulevard; 2) Improve safety; 3) Improve infrastructure, including streets and drainage; 4) Reduce fire risks; 5) Develop community gathering places, parks, and recreation areas; 6) Develop a neighborhood park; 7) Maintain safe roads with frequent snow removal; 8) Improve public access to trails, rivers, and meadows; 9) Provide better transit service through neighborhood; 10) Develop better and safer lighting*

- Bicycle Amenities and Wayfinding Signage Added in this Neighborhood (Repair Station Completed in 2025; Pending Wayfinding Completion in 2026)

**#3: Gardner Mountain Neighborhood**

*Priorities: 1) Promote a walkable and bikeable neighborhood; 2) Improve public services; 3) Improve neighborhood safety through improved street lighting; 4) Promote a sense of community; 5) Develop mixed-use projects with affordable housing; 6) Provide for a greater mix of uses; 7)*

*Develop sidewalks and crosswalks along US Highway 50 and CA SR 89, 10th Street, and 13th Street; 8) Develop on-street roadway buffers along US Highway 50 and CA SR 89; 9) Improve intersections at Julie Lane and Gardner Street and other main thoroughfares*

- No action in 2025

**#4: Bonanza Neighborhood**

*Priorities: 1) Develop new parks and community gathering places*

- No action in 2025

**#5: Barton Neighborhood**

*Priorities: 1) Improve walkability and bikeability; 2) Develop new parks and community gathering places*

- No action in 2025

**#6: Airport Neighborhood**

*Priorities: 1) Expand resident and visitor services at Lake Tahoe Airport*

- Airport Master Plan (Phase I Approved in 2024; Pending Phase II Approval)
- Runway 18 PAPI System Rehabilitation and Pavement Project (Completed in 2025)

**#7: Winnemucca Neighborhood**

*Priorities: 1) Improve walkability and bikeability; 2) Develop new parks and community gathering places*

- Commercial Redevelopment and Addition at 2280 Lake Tahoe Boulevard (Entitlements in 2025; Pending Building Permit)

**#8: Tahoe Valley Neighborhood**

*Priorities: 1) Improve walkability and bikeability; 2) Develop new parks and community gathering places*

- Motel 6 Bridge Scour Repair (Design Phase in 2025; Pending Construction in 2026)
- CTC Upper Truckee Marsh South Project (Demolition of Motel 6 Completed in 2025; Community Outreach/Conceptual Planning Ongoing)

**#9: Highland Woods Neighborhood**

*Priorities: 1) Promote a walkable and bikeable neighborhood; 2) Improve walkability and bikeability; 3) Provide better transit service through neighborhood; 4) Improve traffic safety; 5) Provide measures for a safer neighborhood; 6) Reduce fire threats; 7) Develop community gathering places; 8) Improve public services; 9) Encourage a sense of community and pride in ownership by adopting a property upkeep ordinance; 10) Improve roadway signage; 11) Improve erosion control measures; 12) Encourage a consistent community design*

- No action in 2025

**#10: Sierra Tract Neighborhood**

*Priorities: 1) Promote a walkable and bikeable neighborhood; 2) Improve walkability and bikeability; 3) Provide better transit service through neighborhood; 4) Improve traffic safety; 5) Provide measures for a safer neighborhood; 6) Reduce fire threats; 7) Develop community gathering places; 8) Improve public services; 9) Encourage a sense of community and pride in*

*ownership by adopting a property upkeep ordinance; 10) Improve roadway signage; 11) Improve erosion control measures; 12) Encourage a consistent community design*

- Speed Limit Reduced on Sierra Boulevard (Completed in 2025)

**#11: Al Tahoe Neighborhood**

*Priorities: 1) Improved road maintenance and snow removal; 2) Provide measures for a safer neighborhood; 3) Develop community gathering places; 4) Continue to support public land neighbors (CTC and USFS); 5) Promote a walkable and bikeable neighborhood; 6) Improve walkability and bikeability; 7) Provide better transit service through neighborhood; 8) Improve road infrastructure, maintenance, and safety; 9) Encourage consistent community design; 10) Improve roadway signage; 11) Improve erosion control measures*

- Regan Beach Landing Project (Received Funding; Planning and Design in 2026)

**#12: Bijou Pines Neighborhood**

*Priorities: 1) Improve infrastructure, including streets and drainage; 2) Develop affordable, workforce, and inter-generation housing; 3) Improve access and connectivity to surrounding neighborhoods*

- Johnson Boulevard Complete Streets Project (Ongoing; Seeking Additional Funding in 2026)

**#13: Pioneer Village Neighborhood**

*Priorities: 1) Improve infrastructure, including streets and drainage; 2) Develop affordable, workforce, and inter-generation housing; 3) Improve access and connectivity to surrounding neighborhoods*

- No action in 2025

**#14: Rancho Bijou Neighborhood**

*Priorities: 1) Improve infrastructure, including streets and drainage; 2) Develop affordable, workforce, and inter-generation housing; 3) Improve access and connectivity to surrounding neighborhoods*

- Bicycle Amenities and Wayfinding Signage Added in this Neighborhood (Repair Station Completed in 2025; Pending Wayfinding Completion in 2026)
- Pioneer Trail Pedestrian Improvement – Phase 2 (Under Construction; Anticipated Completion in 2026)

**#15: Rancho Bijou Acres**

*Priorities: 1) Develop community gathering places; 2) Develop bike and pedestrian paths to connect to nearby places; 3) Encourage a sense of community and pride in ownership by adopting a property upkeep ordinance; 4) Develop affordable, workforce, and inter-generation housing; 5) Provide measures for a safer neighborhood; 6) Improve street maintenance; 7) Improve infrastructure, including streets and drainage*

- Annual Road Rehabilitation Project (Completed in 2025)
- Dennis T. Machida Memorial Trail - CTC Greenway Phase 1C (Ongoing; Purchase Easements in 2026)
- Upper Bijou Park Creek Watershed Restoration Project (Under Construction; Seeking Additional Funding in 2026)

- Pioneer Trail Pedestrian Improvement – Phase 2 (Under Construction; Anticipated Completion in 2026)

**#16: Heavenly Village Neighborhood**

*Priorities: 1) Improve infrastructure, including streets and drainage; 2) Develop affordable, workforce, and inter-generation housing; 3) Improve access and connectivity to surrounding neighborhoods*

- No action in 2025

**#17: Bijou Park Neighborhood**

*Priorities: 1) Develop community gathering places; 2) Develop bike and pedestrian paths to connect to nearby places; 3) Encourage a sense of community and pride in ownership by adopting a property upkeep ordinance; 4) Develop affordable, workforce, and inter-generation housing; 5) Provide measures for a safer neighborhood; 6) Develop mixed land uses; 7) Improve street maintenance; 8) Improve infrastructure, including streets and drainage*

- No action in 2025

**#18: Stateline Residential Neighborhood**

*Priorities: 1) Improve infrastructure, including streets and drainage; 2) Develop affordable, workforce, and inter-generation housing; 3) Improve access and connectivity to surrounding neighborhoods*

- No action in 2025

**#19: Tahoe Meadows Neighborhood**

*Priorities: 1) Improve infrastructure, including streets and drainage*

- No action in 2025

**#20: Lakeside Park Neighborhood**

*Priorities: 1) Improve infrastructure, including streets and drainage; 2) Preserve historic structure and land use patterns*

- Stateline Avenue Complete Streets Project (Ongoing; Conceptual Planning and Community Outreach in 2026)
- Bicycle Amenities and Wayfinding Signage Added in this Neighborhood (Repair Station Completed in 2025; Pending Wayfinding Completion in 2026)

# APPENDIX A

# CITY OF SOUTH LAKE TAHOE
# HOUSING ELEMENT ANNUAL PROGRESS REPORT

## CALENDAR YEAR 2025

| Jurisdiction | South Lake Tahoe | |
|---|---|---|
| Reporting Year | 2025 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 06/30/2022 - 06/30/2027 |

**ANNUAL ELEMENT PROGRESS REPORT**

**Housing Element Implementation**

**Note: "+" indicates an optional field**

Cells in grey contain auto-calculation formulas

# Table A
# Housing Development Applications Submitted

| Project Identifier | | | | | Unit Types | | Date Application Submitted | Proposed Units - Affordability by Household Incomes | | | | | | | | | | | Total Approved Units by Project | Total Disapproved Units by Project | Streamlining | Historic Sites | Density Bonus Law Applications | | Application Status | Project Type | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 2 | 3 | 4 | | | | | 5 | | | | | | | 6 | 7 | 8 | 9 | 10 | 11 | | 12 | 13 | 14 |
| Prior APN* | Current APN | Street Address | Project Name* | Local Jurisdiction Tracking ID | Unit Category (SFA,SFD,2 to 4,5+,ADU,MH) | Tenure R=Renter O=Owner | Date Application Submitted (see instructions) | Acutely Low-Income Deed Restricted | Acutely Low-Income Non Deed Restricted | Extremely Low-Income Deed Restricted | Extremely Low-Income Non Deed Restricted | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Total PROPOSED Units by Project | Total APPROVED Units by project | Total DISAPPROVED Units by Project | Please select state streamlining provision/s the application was submitted pursuant to. | Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L? | Did the housing development application seek incentives or concessions pursuant to Government Code section 65915? | Were incentives or concessions requested pursuant to Government Code section 65915 approved? | Please indicate the status of the application. | Is the project considered a ministerial project or discretionary project? | Notes* |
| Summary Row: Start Data Entry Below | | | | | | | | 0 | 0 | 9 | 0 | 9 | 0 | 114 | 0 | 0 | 0 | 63 | 195 | 24 | 0 | | | | | | | |
| | 023682026 | 905 LINDA AVE | | 25010026 | SFD | O | 1/13/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 029720001 | 3794 MONTREAL RD #A | OLD COLONY INN RESIDENCES (#24-107) | 25020023 | SFD | O | 2/10/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 029720002 | 3794 MONTREAL RD #B | OLD COLONY INN RESIDENCES (#24-107) | 25020053 | SFD | O | 2/18/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 026134004 | 798 SONOMA AVE | | 25020045 | ADU | R | 2/14/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 023341007 | 848 GLORENE AVE #B | | 25020127 | ADU | R | 2/28/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 023391008 | 1072 4TH ST | | 25030032 | SFD | O | 3/11/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 029341001 | 1051 FERN RD #D | | 25040035 | ADU | R | 4/9/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 027151006 | 3684 LARCH AVE | | ADU25-0002 | ADU | R | 4/23/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 025551004 | 3541 APRIL DR | | ADU25-0005 | ADU | R | 5/15/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | DEED RESTRICTED PER TRPA BONUS UNIT REQUIREMENTS |
| | 031281022 | 2447 CONESTOGA ST #A | | RESNEW25-0004 | SFD | O | 4/30/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031281022 | 2447 CONESTOGA ST #B | | ADU25-0006 | ADU | R | 5/20/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031134024 | 2709 ARMSTRONG AVE | | ADU25-0007 | ADU | R | 5/28/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 031132012 | 1069 MARTIN AVE #A | | RESNEW25-0005 | SFD | O | 5/1/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031132012 | 1069 MARTIN AVE #B | | ADU25-0009 | ADU | R | 6/3/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031132012 | 1069 MARTIN AVE #C | | ADU25-0008 | ADU | R | 5/28/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031132013 | 2675 ELWOOD AVE #A | | RESNEW25-0026 | SFD | O | 6/7/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031132013 | 2675 ELWOOD AVE #B | | ADU25-0013 | ADU | R | 6/30/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031132013 | 2675 ELWOOD AVE #C | | ADU25-0010 | ADU | R | 6/7/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 027111004 | 1048 HERBERT AVE | | ADU25-0012 | ADU | R | 6/20/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 026094026 | 724 MODESTO AVE | | ADU25-0015 | ADU | R | 9/8/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 023151030 | 725 JAMES AVE | | ADU25-0016 | ADU | R | 9/23/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | DEED RESTRICTED PER TRPA BONUS UNIT REQUIREMENTS |
| | 026252001 | 940 STAR LAKE AVE | | ADU25-0018 | ADU | R | 11/30/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | DEED RESTRICTED PER TRPA BONUS UNIT REQUIREMENTS |
| | 031103002 | 1017 BLUE LAKE AVE | | ADU25-0020 | ADU | R | 12/18/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 023625020 | 773 GARDNER ST | | ADU25-0021 | ADU | R | 12/19/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 032291028 | 1888 LAKE TAHOE BLVD #D | SUGAR PINE VILLAGE PHASE 4 (PHASE 2B PER PLANS #20-200) | MFDNEW25-0001 | 5+ | R | 12/14/2025 | | | 5 | | 4 | | 21 | | | | | 30 | | | NONE | No | No | No | Pending | Discretionary | STREAMLINING = SB 35 |
| | 032291028 | 1888 LAKE TAHOE BLVD #F | SUGAR PINE VILLAGE PHASE 4 (PHASE 2B PER PLANS #20-200) | MFDNEW25-0002 | 5+ | R | 12/14/2025 | | | 4 | | 5 | | 21 | | | | | 30 | | | NONE | No | No | No | Pending | Discretionary | STREAMLINING = SB 35 |
| | 029170001 | 3900 LAKE TAHOE BLVD | 3900 & 3908 MULTI-FAMILY AFFORDABLE HOUSING PROJECT (#24-173) | MFDNEW25-0003 | 5+ | R | 12/16/2025 | | | | | | | 72 | | | | 3 | 75 | | | NONE | No | No | No | Pending | Discretionary | STREAMLINING = SB 35; AFFORDABILITY LEVEL BREAKDOWN FOR THE UNITS IS TBD (DEVELOPER IS SECURING FINANCING) |
| | 022381022 | 259 BEACH DR | | RESNEW25-0002 | SFD | O | 4/17/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 025224019 | 1363 GILMORE LAKE RD | | RESNEW25-0003 | SFD | O | 4/18/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 022182021 | 2065 SLALOM CT | | RESNEW25-0006 | SFD | O | 5/6/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 025373001 | 1185 DOT ST | | RESNEW25-0024 | SFD | O | 6/2/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031233014 | 2649 FOUNTAIN AVE | | RESNEW25-0025 | SFD | O | 6/3/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 025395011 | 3370 JANET DR | | RESNEW25-0027 | SFD | O | 6/9/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 031256003 | 964 RUBICON TRL | | RESNEW25-0033 | SFD | O | 6/23/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 029091021 | 4006 MEADOW RD | | RESNEW25-0034 | SFD | O | 6/26/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Discretionary | |
| | 025770003 | 1450 FRONTIER CT | | RESNEW25-0036 | SFD | O | 7/23/2025 | | | | | | | | | | | 1 | 1 | 1 | | NONE | No | No | N/A | Approved | Ministerial | |
| | 031174003 | 1153 O MALLEY DR | | RESNEW25-0037 | SFD | O | 8/8/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 029415004 | 3910 LARCH AVE | | RESNEW25-0038 | SFD | O | 8/15/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031256006 | 2609 SUSSEX AVE | | RESNEW25-0039 | SFD | O | 8/26/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 031103030 | 1051 BLUE LAKE AVE | | RESNEW25-0042 | SFD | O | 9/16/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 026036011 | 860 SACRAMENTO AVE | | RESNEW25-0045 | SFD | O | 10/24/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 027153036 | 1161 SKI RUN BLVD | | RESNEW25-0047 | SFD | O | 12/3/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 025223006 | 1357 SUSIE LAKE RD | | RESNEW25-0049 | SFD | O | 12/10/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 023903014 | 2284 WASHINGTON AVE | | RESNEW25-0050 | SFD | O | 12/12/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 026064016 | 731 TALLAC AVE | | RESNEW25-0051 | SFD | O | 12/26/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 027381001 | 1050 FREMONT AVE | | RESNEW25-0052 | SFD | O | 12/30/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 022171053 | 404 CHRISTIE DR | | RESNEW25-0053 | SFD | O | 12/30/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 027153038 | 3659 TAMARACK AVE | | RESNEW25-0055 | SFD | O | 12/31/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Ministerial | |
| | 027170012 | 1050 FREMONT AVE | FREMONT MULTI-FAMILY HOMES | 25-029 | 5+ | R | 2/24/2025 | | | | | | | | | | | 11 | 11 | 11 | | NONE | No | No | No | Approved | Discretionary | |
| | 022210032 | 2435 VENICE DR | TAHOE KEYS MARINA REDEVELOPMENT | DR25-007 | 2 to 4 | R | 5/8/2025 | | | | | | | | | | | 3 | 3 | | | NONE | No | No | No | Pending | Discretionary | |
| | 029010015 | 821 STATELINE AVE | | DR25-018 | SFD | O | 12/30/2025 | | | | | | | | | | | 1 | 1 | | | NONE | No | No | N/A | Pending | Discretionary | |

| | |
|---|---|
| Jurisdiction | South Lake Tahoe |
| Reporting Year | 2025 (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle 06/30/2022 - 06/30/2027 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

### Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | | | | | | | | Affordability by Household Incomes - Building Permits | | | | | | | | | | | Affordability by Household Incomes - Certificates of Occupancy | | | | | | | | | | | Streamlining | Historic Sites | SB35 | Housing with Financial Assistance and/or Deed Restrictions | | Housing without Financial Assistance or Deed Restrictions | | Density Bonus | | | | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | 2 | 3 | 4 | | | | | | | | | | 5 | 6 | 7 | | | | | | | | | | 8 | 9 | 10 | | | | | | | | | | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | | | 21 | 22 | 23 | 24 | 25 |
| Prior APN* | Current APN | Street Address | Project Name* | Local Jurisdiction Tracking ID | Unit Category (SFA,SFD,2 to 4,5+,ADU,MH) | Tenure (R=Rental, O=Owner) | Acutely Low-Income Deed Restricted | Acutely Low-Income Non Deed Restricted | Extremely Low- Income Deed Restricted | Extremely Low- Income Non Deed Restricted | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate- Income Deed Restricted | Moderate- Income Non Deed Restricted | Above Moderate- Income | Entitlement Date Approved | # of Units issued Entitlements | Acutely Low-Income Deed Restricted | Acutely Low-Income Non Deed Restricted | Extremely Low- Income Deed Restricted | Extremely Low- Income Non Deed Restricted | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate- Income Deed Restricted | Moderate- Income Non Deed Restricted | Above Moderate- Income | Building Permits Date Issued | # of Units issued Building Permits | Acutely Low-Income Deed Restricted | Acutely Low-Income Non Deed Restricted | Extremely Low- Income Deed Restricted | Extremely Low- Income Non Deed Restricted | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate- Income Deed Restricted | Moderate- Income Non Deed Restricted | Above Moderate- Income | Certificates of Occupancy or other forms of readiness (see instructions) Date Issued | # of Units issued Certificates of Occupancy or other forms of readiness | Please select the state streamlining law project was APPROVED pursuant to (may select multiple) | Is this project located on a site with an associated property designation as outlined in Government Code Section 65460(a)(2)(K) and reported on Table L? | SB35 (Julia?) Y/N | Assistance Programs for Each Development (may select multiple - see instructions) | Deed Restriction Type (may select multiple - see instructions) | For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions) | Term of Affordability or Deed Restriction (years) (if affordable is perpetuity enter 1000)* | Number of Demolished/Destroyed Units | Demolished/Destroyed Units | Demolished/Destroyed Units Owner or Renter | Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area) | Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Modifications) | List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications) | Did the project receive a reduction or waiver of parking standards? (Y/N) | Notes* |
| Summary Row: Start Data Entry Below | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 72 | 0 | 0 | 0 | 14 | | 86 | 0 | 0 | 18 | 0 | 0 | 0 | 41 | 0 | 1 | 0 | 35 | | 94 | 0 | 0 | 18 | 0 | 0 | 0 | 41 | 0 | 0 | 0 | 35 | | 94 | | | | | | 13 | | | | | | |
| | 029201006 | 3867 SADDLE RD | | 22010054 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 025261009 | 1316 HEATHER LAKE RD | | 23000102 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | NONE | No | N | | | | | | | | | |
| | 025013011 | 967 CLEMENT ST | | 21000027 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | NONE | No | Y | | | | | | | | | |
| | 081102002 | 0892 SACRAMENTO AVE 4A | | 22000114 | SFA | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | NONE | No | N | | | | | | | | | |
| | 081102002 | 0892 SACRAMENTO AVE #B | | 23000008 | ADU | R | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | NONE | No | N | | Other | | 1000 | | | | | | DEED RESTRICTED PER TRPA BONUS UNIT REQUIREMENTS |
| | 025081007 | 3141 INVERNESS DR | | 23000007 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 2/4/2025 | 1 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 023153009 | 1911 ST #1 AVE | | 22120112 | ADU | R | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 9/8/2025 | 1 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 023153009 | 1911 ST #1 | P STREET RESIDENTIAL (#23-117) | 22120113 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #A1 | P STREET RESIDENTIAL (#23-117) | 22120117 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #B1 | P STREET RESIDENTIAL (#23-117) | 22120112 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #B2 | P STREET RESIDENTIAL (#23-117) | 22120113 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #C1 | P STREET RESIDENTIAL (#23-117) | 22120114 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #C2 | P STREET RESIDENTIAL (#23-117) | 22120115 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #D1 | P STREET RESIDENTIAL (#23-117) | 22120116 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #D2 | P STREET RESIDENTIAL (#23-117) | 22120117 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #E1 | P STREET RESIDENTIAL (#23-117) | 22120118 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #E2 | P STREET RESIDENTIAL (#23-117) | 22120119 | 5+ | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 023153009 | 1911 ST #F | P STREET RESIDENTIAL (#23-117) | 22120120 | ADU | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 023141009 | 1911 ST #G | P STREET RESIDENTIAL (#23-117) | 22120121 | ADU | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 032041001 | 1061 FERN RD #D | | 23000003 | ADU | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 9/19/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 032041003 | 1065 FERN RD #A | | 23000003 | 2 to 4 | R | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 5/29/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 032041003 | 1065 FERN RD #B | | 23000004 | 2 to 4 | R | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 5/29/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 032041003 | 1065 FERN RD #C | | 23000115 | 2 to 4 | R | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 5/29/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 032041003 | 1065 FERN RD #D | | 24120047 | ADU | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | 1 | 5/28/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 032041003 | 1065 FERN RD #E | | 23000116 | ADU | R | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 5/29/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 031134002 | 2900 FOUNTAIN AVE | | 24000066 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 10/2/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 032261028 | 1899 LAKE TAHOE BLVD #C | SUGAR PINE VILLAGE PHASE 3 (PHASE 1B PER PLANS #20-200) | 24000003 | 5+ | R | | | | | | | | | | | | 0 | | 9 | | | | | 20 | | | | 1 | 2/27/2025 | 30 | | | | | | | | | | | 0 | NONE | No | Y | HOME, IG, MHP, Other | Other | | 55 | | | | | STREAMLINING = SB 35; OTHER ASSISTANCE PROGRAMS = HOME PI LOAN, FEDERAL TAX CREDIT EQUITY, PERM LOAN, LONG, DEFERRED DEV. FEE; DEED RESTRICTED PER HCD FUNDING REQUIREMENTS; MANAGER'S UNIT MAY BE IN BLDG C (SEE SITE) |
| | 032261028 | 1899 LAKE TAHOE BLVD #E | SUGAR PINE VILLAGE PHASE 3 (PHASE 1B PER PLANS #20-200) | 24000004 | 5+ | R | | | | | | | | | | | | 0 | | 9 | | | | | 21 | | | | 1 | 2/27/2025 | 30 | | | | | | | | | | | 0 | NONE | No | Y | HOME, IG, MHP, Other | Other | | 55 | | | | | STREAMLINING = SB 35; OTHER ASSISTANCE PROGRAMS = HOME PI LOAN, FEDERAL TAX CREDIT EQUITY, PERM LOAN, LONG, DEFERRED DEV. FEE; DEED RESTRICTED PER HCD FUNDING REQUIREMENTS; MANAGER'S UNIT MAY BE IN BLDG C (SEE SITE) |
| | 032261028 | 1899 LAKE TAHOE BLVD #G | SUGAR PINE VILLAGE PHASE 2 (PHASE 2A PER PLANS #20-200) | 22120059 | 5+ | R | | | | | | | | | | | | 0 | | | 9 | | | | | | | 21 | | | 10/1/2025 | 30 | NONE | No | Y | AHSC, IG, Other | Other | | 55 | | | | | STREAMLINING = SB 35; OTHER ASSISTANCE PROGRAMS = CITY COVERAGE LOAN, PERM LOAN, STATE HOUSING ACCELERATOR, PLHA, LOMG, DEED RESTRICTED PER AHSC FUNDING REQUIREMENTS |
| | 031134010 | 2819 ALMA AVE | | 24000188 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 8/22/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 023053019 | 1359 DEDI AVE | | 24000189 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 10/7/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 029093014 | 933 GARDNER ST | | 24000031 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 11/7/2025 | 1 | NONE | No | N | | | | | | | | | |
| | 029081004 | 1744 ALBA WAY | | 24000177 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 4/28/2025 | 1 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 029153003 | 3939 FOREST AVE | | 24000177 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 6/6/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 029153003 | 3939 FOREST AVE | | 24000110 | 2 to 4 | R | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 2 | 6/6/2025 | 2 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 029151003 | 3779 BEACH RD | | 24000120 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 6/26/2025 | 1 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 029061020 | 3676 ROCKY POINT RD #C | | 24000128 | ADU | R | | | | | | | | | | | 1 | 1 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 3/18/2025 | 1 | NONE | No | Y | Other | Other | | 1000 | | | | | DEED RESTRICTED PER TRPA BONUS UNIT REQUIREMENTS |
| | 025054013 | 2960 KALIN DR | | 24110065 | ADU | R | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 2/26/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 032270008 | 1084 DEDI AVE | | 24120016 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 12/23/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 029093006 | 3911 INCA AVE | | 24010026 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | | | 1 | 8/19/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 029720001 | 3734 MONTREAL RD #A | OLD COLONY INN RESIDENCES (#24-041) | 25000023 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | N | | | | | | | | | |
| | 029720002 | 3744 MONTREAL RD #B | OLD COLONY INN RESIDENCES (#24-041) | 25000053 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 8/11/2025 | 1 | | | | | | | | | | | 0 | NONE | No | N | | | | | | | | | |
| | 029134004 | 798 SONOMA AVE | | 25020045 | ADU | R | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 8/13/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 031164001 | 2935 ALMA AVE | | 25000045 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 3/14/2025 | 1 | | | | | | | | | | | 1 | 3/18/2025 | 1 | NONE | No | Y | | | | | 1 | Demolished | R | | | | |
| | 031134006 | 3944 LARCH AVE | | ADU25-0002 | ADU | R | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 8/26/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 031134024 | 2739 ARMSTRONG AVE | | ADU25-0007 | ADU | R | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 8/21/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 031134001 | 2900 FOUNTAIN AVE | | ADU25-0008 | ADU | R | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 8/27/2025 | 1 | | | | | | | | | | | 1 | 10/7/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 023261007 | 1700 BEACH DR | | RESNEW25-0002 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 9/8/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 025263019 | 1353 LA MORE LAKE RD | | RESNEW25-0003 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 12/1/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 029360011 | 3370 JANET DR | | RESNEW25-0007 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 6/9/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 031134063 | 3612 ELWOOD AVE | | RESNEW25-0009 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 8/18/2025 | 1 | | | | | | | | | | | 1 | 8/27/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 027240003 | 964 RUBICON TRL | | RESNEW25-0033 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 8/14/2025 | 1 | | | | | | | | | | | 1 | 12/2/2025 | 1 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 029091001 | 4004 MEADOW RD | | RESNEW25-0034 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 10/22/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 027250001 | 1400 FRONTIER CT | | RESNEW25-0035 | SFD | O | | | | | | | | | | | 1 | 0 | | | | | | | | | | | 1 | 11/3/2025 | 1 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 029170001 | 3600 LAKE TAHOE BLVD | 3600 & 3606 MULTI-FAMILY AFFORDABLE HOUSING PROJECT | 24-173 | 5+ | R | | | | | | 72 | | | | 3 | 5/13/2025 | 75 | | | | | | | | | | | | | 0 | | | | | | | | | | | 0 | NONE | No | Y | Other | Other | | 55 | | | | | STREAMLINING = SB 35; OTHER ASSISTANCE PROGRAMS = PSF, PLHA FUNDING LOAN, PERM LOAN, LONG, DEFERRED DEV. FEE; DEVELOPMENT COST EL; DEED RESTRICTED PER HCD FUNDING REQUIREMENTS |
| | 027170012 | 1050 FREMONT AVE | FREMONT MULTI-FAMILY HOMES | 25-029 | 5+ | R | | | | | | | | | | 11 | 9/30/2025 | 11 | | | | | | | | | | | | | 0 | | | | | | | | | | | 0 | NONE | No | Y | | | | | | | | | |
| | 032261028 | 1899 LAKE TAHOE BLVD #H | SUGAR PINE VILLAGE PHASE 2 (PHASE 2A PER PLANS #20-200) | 22120060 | 5+ | R | | | | | | | | | | | | 0 | | | 9 | | | | | | | 20 | | | 10/1/2025 | 30 | NONE | No | Y | AHSC, IG, Other | Other | | 55 | | | | | STREAMLINING = SB 35; OTHER ASSISTANCE PROGRAMS = CITY COVERAGE LOAN, PERM LOAN, STATE HOUSING ACCELERATOR, PLHA, LOMG, DEED RESTRICTED PER AHSC FUNDING REQUIREMENTS |
| | 029052004 | 1782 TERRACE DR | | 22070145 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 7/2/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 027146016 | 3792 ASPEN AVE | | 23110030 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 5/9/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 027134010 | 1131 SONORA AVE | | 21050074 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 11/6/2025 | 1 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 032270009 | 1129 DEDI AVE | | 23080209 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 12/4/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 031153006 | 2928 KNOX AVE | | 21120034 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 7/29/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 029081006 | 992 LILY AVE | | 22100150 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 2/4/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 029081004 | 1744 ALBA WAY | | 23000102 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 4/28/2025 | 1 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 029153003 | 3939 FOREST AVE | | 23000103 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 6/6/2025 | 1 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 032270009 | 1247 MARGARET AVE | | 24000095 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 8/20/25 | 1 | NONE | No | Y | | | | | 1 | Demolished | O | | | | |
| | 026122006 | 978 EL SORAO AVE | | 21050125 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 8/15/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 023564007 | 974 ANITA CIR | | 21060047 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 6/10/2025 | 1 | NONE | No | Y | | | | | | | | | |
| | 027150013 | 2010 TAHOERIDE CT | | 24000090 | SFD | O | | | | | | | | | | | | 0 | | | | | | | | | | | | | 0 | | | | | | | | | | | 1 | 8/6/2025 | 1 | NONE | No | Y | | | | | | | | | |

| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 06/30/2022 - 06/30/2027 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

**Table B**
**Regional Housing Needs Allocation Progress**
**Permitted Units Issued by Affordability**

| Income Level | | 1<br>RHNA Allocation by Income Level | Projection Period<br>Projection Period - 12/31/2021-06/29/2022 | 2<br>2022 | 2023 | 2024 | 2025 | 2026 | 2027 | | | | 3<br>Total Units to Date (all years) | 4<br>Total Remaining RHNA by Income Level |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Acutely Low | Deed Restricted | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | | |
| Extremely Low | Deed Restricted | - | - | - | - | - | 18 | - | - | - | - | - | 18 | - |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | | |
| Very Low | Deed Restricted | 70 | - | - | - | - | - | - | - | - | - | - | **18** | **52** |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | | |
| Low | Deed Restricted | 50 | - | 68 | 61 | - | 41 | - | - | - | - | - | **170** | **-** |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | | |
| Moderate | Deed Restricted | 42 | 3 | - | - | 2 | 1 | - | - | - | - | - | **6** | **36** |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | | |
| Above Moderate | | 127 | 32 | 23 | 44 | 58 | 38 | - | - | - | - | - | **195** | **-** |
| Total RHNA | | **289** | | | | | | | | | | | | |
| Total Units | | | **35** | **91** | **105** | **60** | **98** | **-** | **-** | **-** | **-** | **-** | **389** | **88** |

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 06/30/2022 - 06/30/2027 |

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

**Note: "+" indicates an optional field**

Cells in grey contain auto-calculation formulas

### Table C
### Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

| Project Identifier | | | | Date of Rezone | RHNA Shortfall by Household Income Category | | | | Rezone Type | Sites Description | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | 2 | 3 | | | | 4 | 5 | 6 | 7 | 8 | | 9 | 10 | 11 |
| APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID+ | Date of Rezone | Very Low-Income | Low-Income | Moderate-Income | Above Moderate-Income | Rezone Type | Parcel Size (Acres) | General Plan Designation | Zoning | Minimum Density Allowed | Maximum Density Allowed | Realistic Capacity | Vacant/Nonvacant | Description of Existing Uses |
| Summary Row: Start Data Entry Below | | | | | | | | | | | | | | | | | |
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# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

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|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |

**Table D**

**Program Implementation Status pursuant to GC Section 65583**

**Housing Programs Progress Report**

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|
| **Name of Program** | **Objective** | **Projected Completion Date in Housing Element** | **Applicable Cycle** | **Status of Program Implementation** | **Program Implementation Details** | **Quantified Outcomes: Category** | **Quantified Outcomes: Count** | **Supporting Documents** |
| **Program 1-1 Mixed-Use Development** | The City shall continue to create incentives (i.e., alternative parking requirements, streamlined permitting) to encourage production of housing in areas where residential use is appropriate to the setting and where mixed-use projects could address job and housing needs. Incentives have been included in the Tourist Core Area Plan and Tahoe Valley Area Plans as well as for affordable residential development throughout the City. The City provides information regarding the incentives at City Planning Division offices and on the City's website. | 12/18/2024 | 6th Cycle | Completed | The City adopted updates to two area plans in December 2024 and the anticipated adoption for the Mid-Town Area Plan is June 2026. | Other | | Tahoe Valley Area Plan: https://www.cityofslt.gov/DocumentCenter/View/22231/TahoeValleyAreaPlan_Amended2024?bidId=<br><br>Tourist Core Area Plan: https://www.cityofslt.gov/DocumentCenter/View/22982/TCAP_AmendedDec2024?bidId= |
| **Program 1-2 Development of Substandard/Underutilized Sites** | The City will provide information on substandard or underutilized parcels as part of the City's online GIS database. The City will update the database annually. | 3/31/1935 | 7th Cycle | Continuous | The City continues to identify substandard and undertilized parcels and will make this information available to the public. | Other | | |
| **Program 1-3 Parking Best Practices** | The City shall continue to research best practices for parking standards and continue to allow more flexible parking standards and shared parking for mixed-use and other housing projects. The City's objective Residential Development and Design Standards allow parking requirement reductions for studio and one bedroom units and multi-family projects that commit to parking management measures. The City will continue to strive to balance requests for parking requirement reductions to encourage housing development with environmental and safety impacts associated with a lack of sufficient parking. Additional updates to parking standards could include one or more of the following practices:<br><br>1) Encouraging affordable housing developers to unbundle parking and rent parking spaces separately from the units.<br><br>2) Allowing housing developers to pay an in-lieu fee to support public transportation access to the project site in place of some of the parking requirements. | 6/2/2026 | 6th Cycle | Continuous | The City continues to research best past practices and incorporated theses measures in two updated area plans (Tourist Core and Tahoe Valley Area Plan updates) and will incorporate updates in the Mid-Town Area Plan. | Other | | Tahoe Valley Area Plan: https://www.cityofslt.gov/DocumentCenter/View/22231/TahoeValleyAreaPlan_Amended2024?bidId=<br><br>Tourist Core Area Plan: https://www.cityofslt.gov/DocumentCenter/View/22982/TCAP_AmendedDec2024?bidId= |
| **Program 1-4 Using Local Incentives** | The City shall produce an informational handout and have one, central hub on the City website that describes all of the City-offered incentives for multifamily and affordable housing for extremely low-, very low-, and low-income households, including bonus units, land coverage within Community Plans, and/or density bonuses in addition to incentives and options offered by TRPA. The handout will briefly summarize the local incentives and provide links to the City's website. The information will be available on the City's website and also at the City Development Services offices. The City will reach out to developers annually to market these incentives.<br><br>In addition, the City will continue to work with TRPA and other Tahoe Basin agencies as part of Program 2-8 toward amending Basin-wide regulations to allow the City to offer density bonuses and other allowances consistent with the state density bonus law (Government Code Section 65915, et seq.). This will be added to the City's workplan to coordinate with TRPA. The City shall use its representation as a voting member on the TRPA Governing Board and the TRPA Advisory Planning Commission and its participation in specific working group efforts such as the Tahoe Living: Housing & Community Revitalization Working Group to advance these changes to TRPA regulations. | 3/1/2026 | 6th Cycle | Completed | An ADU guidebook was created and housing development incentives were published on the City website and made available to describe development process (November 2022). A program for pre-approved ADU plans was approved by Council in 2024 with anticipated completion of the plans by early 2026. | Units | 5 | Development Incentives: https://www.cityofslt.gov/1247/Development-Incentive-Programs<br><br>ADU Guidebook: https://www.cityofslt.gov/DocumentCenter/View/22111/Accessory-Dwelling-Unit-Guide?bidId= |
| **Program 1-5 Clarifying the Development Process** | The City shall continue to provide information on the City's website to clarify the development process for developers/builders who are looking to construct housing in South Lake Tahoe and are unfamiliar with the process. | 12/31/2022 | 6th Cycle | Continuous | An ADU guidebook was created and housing development incentives were published on the City website and made available to describe development process (November 2022). A program for pre-approved ADU plans was approved by Council in 2024 with anticipated completion of the plans by early 2026. | Other | | Development Incentives: https://www.cityofslt.gov/1247/Development-Incentive-Programs<br><br>ADU Guidebook: https://www.cityofslt.gov/DocumentCenter/View/22111/Accessory-Dwelling-Unit-Guide?bidId= |
| **Program 1-6 Clarify how Residential-Care Facilities are allowed under state law** | The City will work with TRPA to amend the City and TRPA zoning regulations to specify that residential care facilities (group homes) of all sizes are allowed by right in all residential districts when TRPA and City next amend the Residential Plan Area Statements. This will be added to the City's workplan to coordinate with TRPA. | 12/18/2024 | 6th Cycle | Completed | Amendment of the Residential Plan Area Statements was approved on December 18, 2024 for the update of the Tourist Core and Tahoe Valley Area Plans and development of the Mid-Town Area Plan is anticipated to be completed in winter 2025. | Other | | Tahoe Valley Area Plan: https://www.cityofslt.gov/DocumentCenter/View/22231/TahoeValleyAreaPlan_Amended2024?bidId=<br><br>Tourist Core Area Plan: https://www.cityofslt.gov/DocumentCenter/View/22982/TCAP_AmendedDec2024?bidId= |
| **Program 1-7 Small Lot Consolidation** | To ensure that there is a sufficient supply of multifamily zoned land to meet the City's Regional Housing Needs Allocation (RHNA), the City will continue to encourage lot consolidations to combine small residential lots into larger developable lots by proactively reaching out to local developers (as part of Program 1-4) and meeting with local developers to discuss development opportunities and advertise incentives for lot consolidation to accommodate affordable housing units and making applicants aware of these opportunities at the planning counter. In addition, the City will continue to allow administrative processing of lot consolidation. As developers/owners approach the City interested in lot consolidation for the development of affordable housing, the City will offer one or more of the following local incentives on a project-by-project basis given property owners' and developers' needs:<br>1) Continue to discuss consolidation opportunities with property owners of adjacent parcels identified in Appendix A. This incentive is currently in place;<br>2) Implement a process to guide property owners through the lot consolidation (lot line adjustment) application process, and waive the fee for this particular entitlement when the resulting project includes designated deed-restricted affordable units;<br>3) Continue to assist property owners in identifying and applying for financial resources for projects which incorporate affordable units. This incentive is currently in place. | 3/31/1935 | 7th Cycle | Not Yet Started | Establish program to guide property owners through the lot consolidation process and waive the fee for designated affordable units by September 2023, and then implement the program as applicants come forward. Reach out to local developers annually as part of Program 1-4. | Other | | |
| **Program 1-8 Housing Element Implementation Progress** | The City shall annually conduct a public workshop or public meeting to discuss progress on housing programs and to solicit feedback. | 2/20/2025 | 6th Cycle | Continuous | February 20th, 2025 Planning Commission served as APR and public meeting on housing element progress. | Meetings | 1 | Feb. 20, 2025 Planning Commission Agenda Packet: https://d3n9y02raazwpg.cloudfront.net/slt/d3ade926-dd97-11ef-a9e2-005056a89546-3909ba5f-ddb4-4964-8f1e-c81219bb0cdf-1739579999.pdf |

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| **Program 2-1 Pursue State and Federal Funds** | To support the creation of quality, affordable housing options for extremely low-, very low-, low-, and moderate-income households, the City shall continue to seek and pursue grant opportunities for state and federal funds, when appropriate and feasible. The City will prioritize use of these funds to encourage construction of lower- and moderate-income housing in Town Centers near services and amenities and integrate lower- and moderate-income housing into neighborhoods determined to be Racially or Concentrated Areas of Affluence (RCAA). | 3/31/1935 | 7th Cycle | Continuous | Between 2020 to 2025 the City has been awarded state and federal funds including the following: CDBG, PIP, PLHA Formula & Competitive, AHSC, HOME Program, HHAP, and LEAP. These grants have funded the construction or rehabilitation of 110 affordable housing units in 2025. | Units | 110 | |
| **Program 2-2 Partnerships for Workforce Housing** | The City shall continue to work with larger employers in South Lake Tahoe (e.g., Barton Hospital, Lake Tahoe Community College, Lake Tahoe Unified School District, and resorts), St. Joseph Community Land Trust, and other organizations to develop new affordable housing opportunities for employees through public-private partnerships between the employers, developers, and local government, prioritizing sites close to employment centers. The City will work with the larger employers on a pilot program to develop a model policy for employers to provide first month's rent and rental deposit, which would be re-paid through payroll deduction, to remove barriers to access for lower- and moderate-income households and thus promote housing mobility. Outreach efforts will be made with employers to provide education and to gather information to help create the program. The City will establish the guidelines for the policy that each employer would comply with to standardize how the employer, landlords and employee/tenant would enter into an agreement. The City will also recruit employers to participate once the policy is established.<br>Additional partnerships with large employers will be considered, such as:<br>• Partnering with property management companies to provide employers notification and first right of refusal as units become available.<br>• Making the homebuyer programs available to employees.<br>• Providing financial assistance or other support to employees that initially need to rent upon relocation to the city. | 8/31/2025 | 6th Cycle | Continuous | Lake Tahoe Community College completed construction of a 100-bed student dormitory in Summer 2025. All units will be deed-restricted for low- and very low-income students. As a "school building" defined in CA Education Code 81130.5 the permitting authority for this project was the Division of the State Architect (DSA). It is therefore not included in Table 2A; however, the City supported this effort by providing 21 multifamily residential units of use for the project, at no cost. Based on the market rate of residential units of use at the time, this was equivalent to a contribution of $315,000. The units shall be returned to the City upon the adoption of an area plan which would allow bonus units to be allocated from TRPA to the project. | Persons | 100 | https://www.ltcc.edu/news/oncampushousing.php;<br>https://www.ltcc.edu/campuslife/student-housing/residence-hall.php |
| **Program 2-3 Inter-Jurisdictional Cooperation for Housing** | The City shall continue to meet with surrounding jurisdictions in the Tahoe Basin, TRPA, and other organizations to discuss housing issues and develop cooperative strategies that address identified housing needs. This shall include meeting regularly with regional groups and other specific efforts. The outcomes of these future meetings should build regional capacity to identify State and regional grant opportunities and inform the City's future Housing Element policies and programs. | 3/31/1935 | 7th Cycle | Continuous | The City has a seat on the TRPA Regional Planning Committee and the Tahoe Living Working Group to update TRPA codes for all jurisdictions in the Tahoe Basin. | Meetings | 15 | |
| **Program 2-4 Analysis of State Lands** | The City shall continue discussing the potential for developing quality workforce and affordable housing on non-environmentally sensitive lands owned by the California Tahoe Conservancy (CTC), through the Tahoe Livable Communities program, and other state and federal agencies as opportunities arise. The City shall meet with CTC on a regular basis to discuss opportunities for land transfers or partnerships to develop quality workforce and affordable housing. The City shall ensure that important natural resources are protected and only pursue surplus lands that these agencies have determined do not have a clear and compatible conservation or recreation purpose consistent with agency goals. The City shall also coordinate housing efforts with local, regional, and statewide fire safety and transit efforts to ensure housing is safe and accessible. | 3/31/1935 | 7th Cycle | Continuous | The City is pursuing a land exchange with California Tahoe Conservancy (CTC) for developable parcels. The City meets regularly with the CTC and other state agencies to discuss partnerships. | Meetings | 5 | |
| **Program 2-5 Student and Faculty Housing** | In support of the Lake Tahoe Community College (LTCC) opportunities study regarding development of student and faculty housing, the City shall continue to provide assistance to the Lake Tahoe Community College (LTCC) to examine the need for, and feasibility of, developing student and faculty housing. The City shall help identify opportunities to overcome the barriers to permanent student and faculty housing identified in the study. The City will continue to work with LTCC to monitor housing conditions on properties used to house students. | 8/31/2025 | 6th Cycle | Completed | Lake Tahoe Community College completed construction of a 100-bed student dormitory in Summer 2025. All units will be deed-restricted for low- and very low-income students. As a "school building" defined in CA Education Code 81130.5 the permitting authority for this project was the Division of the State Architect (DSA). It is therefore not included in Table 2A; however, the City supported this effort by providing 21 multifamily residential units of use for the project, at no cost. Based on the market rate of residential units of use at the time, this was equivalent to a contribution of $315,000. The units shall be returned to the City upon the adoption of an area plan which would allow bonus units to be allocated from TRPA to the project. | Persons | 100 | https://www.ltcc.edu/news/oncampushousing.php;<br>https://www.ltcc.edu/campuslife/student-housing/residence-hall.php |
| **Program 2-6 Assist Nonprofit Housing Developers** | The City shall provide technical and financial support (when feasible) to local, regional, and statewide not-for-profit housing sponsors that facilitate the creation of affordable housing, prioritizing projects that locate affordable housing in Town Centers near services and amenities or integrate affordable housing into affluent neighborhoods. Such support can include the donation of City-owned sites, the use of existing City housing programs for project clients when appropriate, the prompt processing of needed applications, and the preparation of funding applications. | 3/31/1935 | 7th Cycle | In Progress | The City continues to partner with Related CA and St. Joseph Community Land Trust for the development of Sugar Pine Village for 248 units of low-income housing (under 80% AMI). This project is four phases. The first phase (68 units) began construction in Fall 2022 with a Certificate of Occupancy issued in Fall 2024. The second phase (60 units) began preliminary site work in Summer 2023 and completed in Summer 2025. Construction on the third phase is expected to be completed in Fall 2026. The fourth and final phase is in the process of securing financing. The City is partnering with developers on a former Redevelopment site in the city and have initiated pre-development for the construction of 72 additional affordable housing rental units located at 3900 and 3908 Lake Tahoe Boulevard. On April 17, 2025, Planning Commission approved the TRPA Multi-Family Dwelling Project Application for 3900 Lake Tahoe Blvd. | Units | 60 | Sugar Pine Village: https://sugarpinevillageslt.com/<br><br>3900 Lake Tahoe Blvd: https://novindevelopment.com/project/3900-lake-tahoe-blvd-south-lake-tahoe-ca/ |
| **Program 2-7 Homebuyer Assistance Program Administration Partnering** | The City has initiated discussions with other agencies and organizations that may be able to take on the administration of a first-time homebuyer and/or moderate income homebuyer program for residents of the city. The City released a Request for Proposals in March 2022 for partnership with an external consultant to administer a moderate-income homebuyer program, and the City will initiate solicitation and contracting with other agencies and organizations to assist the City in administering the program. As part of this program, the City will conduct outreach to lower-income communities to promote the program and lower-income household homeownership opportunities in high resource areas. | 3/31/1935 | 7th Cycle | In Progress | The amount needed for down payment assistance in the current housing market does not make sense with the limited funding, so the City shifted funds to projects that impact more residents. | Other | | |
| **Program 2-8 Mitigation of TRPA Regulations** | The City shall continue to advocate for changes to TRPA regulations in order to reduce restrictions on affordable, workforce, and mixed-use housing developments. The City shall use its representation as a voting member on the TRPA Governing Board and the TRPA Advisory Planning Commission and its participation in specific working group efforts such as the Tahoe Living: Housing & Community Revitalization Working Group to advance TRPA Code Amendments and Area Plans that will reduce the following barriers to housing development. There are three categories for actions that will take place as part of this program, divided by the approval requirements and associated timing: 1) Amendments to the TRPA Code of Ordinances, 2) New Area Plan for areas currently regulated by Plan Area Statements, and 3) New Area Plan for areas currently regulated by Plan Area Statements and amendments to existing area plans. Specifc details of the three catagories can be found in the Housing Element. | 6/30/2027 | 6th Cycle | Continuous | The City continues to participate in TRPA planning processes including the Tahoe Living: Housing and Community Revitalization Working Group, the TRPA Advisory Planning Commission and TRPA Governing Board. The City adopted updates to two area plans in December 2024 and continued working on the Mid-Town Area plan with an anticipated adoption date in June 2026. | Other | | |

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| **Program 2-9 Public Education** | The City shall continue to provide information that describes the myths and realities of multifamily and affordable housing development. This will include promoting ADUs as a housing option in the city. The City will also continue to publicize programs, such as energy-efficiency programs and state and federal funding programs currently available to South Lake Tahoe residents. Information is available on the City's website and, when needed, the City makes the presentation/slide show on myths and realities of multifamily and affordable housing development available to housing advocates and to developers involved in local affordable housing projects. The City shall continue to encourage local housing advocates to make presentations to local builders and developers, Chamber of Commerce, civic groups, and the local community. Additionally, the City shall publicize the Affordable Housing Resources page of the City's website as a source of information on housing programs, in addition to providing information in response to inquiries via phone, email, and at the Permit Center. | 6/30/2027 | 6th Cycle | Continuous | The City created informational brochures on the City's Housing programs and resources and a large informational posterboard with educational information. These are provided at the State of the City address, and any other opportunities that Housing staff have a booth. City staff have also presented on housing at local clubs, leadership groups, and more as invited. City staff held two Housing Community Office Hours meetings in 2025 and attended 18 other meetings throughout the community to foster relationships, discuss programs, and hear challenges and solutions from the community. | Meetings | 20 | Affordable Housing Information and Resources: https://www.cityofslt.gov/381/Housing-Division; https://www.cityofslt.gov/2332/Affordable-Housing-Properties-Other-Deve |
| **Program 2-10 Moveable Tiny Homes** | The City will consider City Code amendments to allow tiny homes on wheels/on a chassis and work with TRPA to provide this type of housing as an option in residential areas of the City. | 3/1/2022 | 6th Cycle | Completed | Pursue program funding by September 2023. If funds are secured and allocated by the City Council, establish this program by September 2024 and then administration will be ongoing. If these timeframes are not met, the City will continue to pursue program implementation every year during the planning period. Moveable tiny home ordinance adopted 3/1/2022. | Other | | Moveable Tiny Home Ordinance: https://www.codepublishing.com/CA/SouthLakeTahoe/html/SouthLakeTahoe06/SouthLakeTahoe0685.html#6.85.060 |
| **Program 2-11 Local Funding Source Feasibility Study and Linkage Program** | The City shall conduct a feasibility study to explore local funding options to support affordable housing projects and programs. Examples of options to pursue include vacancy tax, housing transfer tax, sales tax, transient occupancy tax, linkage fees, impact fees, inclusionary housing in-lieu fees, and housing investment or trust funds. In addition, the City shall analyze thresholds of significance, standards, and criteria for a linkage program, which would connect new development to the housing demand that it creates. The City shall consider a linkage program ordinance that would require development to mitigate housing impacts. Revenues collected for the ordinance shall be placed in a housing fund to provide housing and associated childcare for the South Lake Tahoe workforce. Based on the results and recommendations from the study, the City will choose one or more implementation measures which may include one of the following options below:<br><br>1) Developers build affordable workforce housing units.<br><br>2) Developers contribute land for the production of affordable and/or workforce housing.<br><br>3) Developers pay an in-lieu fee into the housing fund to help finance the production of affordable and/or workforce housing.<br><br>4) The City will consider offering incentives to developers participating in the program. | 11/21/2023 | 6th Cycle | Completed | Consultant began contract in Spring 2022, study was completed in January 2023. Funding study was presented at January 24, 2023 Council meeting to discuss the various funding types to fund housing development, preservation, and programs and provide direction for which funding sources to further study. On November 21, 2023, the Inclusionary Housing Ordinance was implemented. | Other | | Funding Feasibility Study: https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/1748850/SouthLakeTahoe_LocalHousingFundingFeasibilityStudy_01-13-2023.pdf;<br><br>Inclusionary Housing Ordinance: https://www.codepublishing.com/CA/SouthLakeTahoe/html/SouthLakeTahoe06/SouthLakeTahoe0627.html#6.27 |
| **Program 2-12 Inter-Agency Housing Program Coordination** | The City shall work with housing providers, managers, and non-profits to build capacity to administer and monitor affordable housing programs.<br>These efforts should include:<br>• Identify the primary management organization or person that would lead administration of programs. Identifying funding to support this work.<br>• Consider contracting with additional organizations to provide housing services and information for special-needs groups within the City.<br>• Meet with organizations to identify sites for affordable housing and provide technical assistance, when requested, in identifying funding to subsidize units.<br>• Conduct outreach to local housing developers annually to advertise sites identified for affordable housing. | 6/30/2027 | 6th Cycle | In Progress | City staff have been providing support to Related California and John Stewart Company to asisst with the lease up of affordable housing property, Sugar Pine Village. In 2025, City staff assisted with the lease up of 60 new units. In 2025, the City also provided $40,000 grants respectively to Vista Rise Collective and Tahoe Coalition for the Homeless, two local nonprofits providing services to domestic violence survivors and the local homeless population. | Households | 60 | |
| **Program 2-13 Streamline Affordable Housing** | The City has updated its zoning regulations to comply with Senate Bill 35 to streamline affordable housing development. The City will continue to implement and advertise streamlined ministerial review for housing projects in compliance with objective development and design standards. | 6/30/2027 | 6th Cycle | Continuous | Through Housing Element Policy 4-4, the City provides priority permitting for special needs housing for seniors, disabilities, and homeless populations. In 2025, this policy was applied for permitting for the Bear's Den, a 22 unit permanent supportive housing facility for the homeless. | Units | 22 | |
| **Program 2-14 Tax Credit Allocation Map Process** | The City shall participate in state processes to provide input on the TCAC Opportunity Areas mapping with the goal of improving the mapping accuracy in identifying low, moderate and high opportunity areas. | 3/31/1935 | 7th Cycle | Not Yet Started | Not yet started. | Other | | |
| **Program 2-15 Rental Assistance Program** | The City shall seek funding to establish a rental assistance program. The rental assistance program would provide financial assistance for initial rental deposits for lower-income households in South Lake Tahoe. Renters in the program would gradually repay the deposit to the City in installments as part of a pre-established payment plan. | 6/30/2027 | 6th Cycle | Continuous | In July 2024, the City launched and implemented the Rental Assistance Program, an interest-free security deposit loan for city residents at 80% AMI or lower. This program also supports application fees as a grant to residents at the same income level. In 2025, the Rental Assistance Program provided interest free security deposits to 39 households consisting of 87 individuals, and 23 rental application fee grants. | Persons | 87 | Rental Assistance Program: https://www.cityofslt.gov/2379/Rental-Assistance-Program-RAP |
| **Program 3-1 Rehabilitation Loan Program Administration Partnering** | The City shall develop a housing rehabilitation program to serve city residents in order to incentivize improved housing conditions, harden homes against wildfire threats, and make energy efficiency upgrades while maintaining affordability and reducing displacement risk against substandard housing conditions. Within 3 months of developing the program, the City will provide printed informational flyers in City buildings and post information on the City's website for all residents to access. The City will also prioritize marketing of this program in areas of concentrated rehabilitation need, such as the Tahoe Sierra neighborhood, and areas of concentrated poverty, such as the area east of Ski Run Boulevard by making flyers available in community gathering spots such as libraries or grocery stores at least annually. | 3/31/1935 | 7th Cycle | Not Yet Started | City staff participated in the 2025 Enterprise California Public Sector Preservation Academy Cohort to build capacity for preservation and rehabilitation of affordable, multifamily dwelling properties. The City continues to look for funding for this type of program. | Meetings | 6 | |
| **Program 3-2 Multiple-Family Dwelling and Single-Room Occupancy Inspection and Maintenance Program** | Continue the Multiple-Family Dwelling Inspection and Maintenance Program on multifamily projects of six units or more (or smaller projects if approved by City Council) and single-room occupancy (SRO) units in hotels and motels to identify substandard housing stock and to provide for the rehabilitation of housing that does not meet minimum building, housing, and property maintenance code standards, and site maintenance standards as well as citywide design standards, or is not safe to occupy, and further, to preserve and enhance the quality of life for residents of the city living in multifamily dwelling units. The City continues to successfully conduct inspections each year on all housing units that are subject to these program requirements. Units inspected under this program are distributed geographically in all areas of the city. | 6/30/2027 | 6th Cycle | Continuous | These two programs continue with inspections almost daily for proprerties that require more extensive oversight, however the program has been successful at facilitating more properties achieving exceptional certification status. In 2025, City staff conducted 193 site visits to multi-family properties and certified 1,337 units as exceptional. | Units | 1337 | |

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|---|---|---|---|---|---|---|---|---|
| **Program 3-3 Mobile Home Parks Ordinances** | The City shall modify the mobile home parks ordinances to:<br>- Address conversion of mobile home parks to other uses (quantifying what constitutes a change of use, the definition of "cessation," such as all or part of a park, immediately or gradually when relocation payment is required, etc.).<br>- Require mitigation of housing loss associated with mobile home park conversions and/or demolitions. | 3/31/1935 | 7th Cycle | Not Yet Started | Not started yet. | Other | | |
| **Program 3-4 Preservation and Acquisition of At-Risk Properties** | The City shall continue to provide technical and financial assistance to the St. Joseph Community Land Trust and other nonprofit housing organizations that might be interested in, and have the capacity to, step in to acquire and rehabilitate any of the assisted or substandard properties to maintain, or create, long-term, affordable rental housing. The City may consider adopting a policy that prioritizes local residents for housing rehabilitation services.<br>The City will monitor the list of all dwellings in the city that are subsidized by government funding or low-income housing developed through local regulations or incentives. The list will include, at least, the number of units, the type of government program, and the date on which the units are at risk to convert to market rate. The City did not identify any units at risk of converting to market rate within 10 years of the beginning of the sixth-round Housing Element planning period. The City has over 300 subsidized units, and the City will work to reduce the potential conversion of any units to market rate through the actions identified in the Housing Element.<br><br>If a development is offered for sale, HCD must certify persons or entities that are eligible to purchase the development and to receive notice of the pending sale. Placement on the eligibility list will be based on experience with affordable housing.<br><br>When necessary, the City shall continue to work with property owners of deed-restricted affordable units who need to sell within 45 years of initial sale. When the seller is unable to sell to an eligible buyer within a specified time period, equity-sharing provisions are established (pursuant to the affordable housing agreement for the property), whereby the difference between the affordable and market values is paid to the City to eliminate any incentive to sell the converted unit at market rate. See Housing Element for full details. | 3/31/2026 | 6th Cycle | In Progress | City staff have provided close to $1,700,000 in CDBG funding to the Tahoe Coalition for the Homeless to do rehabilitation on one of the three Project Homekey properties they acquired. This process is still underway for the 22 units.The City also awarded Tahoe Coalition for the Homeless an additional $120,000 in Prohousing Incentive Program funds for rehabilitation of all three Homekey properties. | Other | | |
| **Program 3-5 Preservation of Housing Conditions** | Continue to enforce City building, fire, health, and zoning codes to remedy existing properties that are experiencing deterioration or are in need of fire resiliency protection or energy efficiency upgrades, and improve the condition of existing housing stock in coordination with rehabilitation and other infrastructure improvement programs. In order to reduce displacement risk resulting from substandard housing conditions, the City will provide information on rehabilitation assistance programs to eligible households found in violation of City codes particularly in lower resource areas of the city. | 6/30/2027 | 6th Cycle | Continuous | The City continues enforcement of code and zoning requirements through building permits, planning permits, response to code violations, multi-family inspection program and single-room occupancy programs. The City also operates a Housing Hotline (English and Spanish) to receive complaints about substandard housing conditions and conduct follow up investigation and compliance. In 2025, the Housing Hotline received 38 substandard housing complaints resulting in 19 enforcement actions. | Households | 38 | |
| **Program 3-6 Replacement of Lost Units from Residential Demolitions** | In accordance with California Government Code Section 65583.2(g), the City will require replacement housing units subject to the requirements of California Government Code Section 65915(c)(3) on sites identified in the sites inventory when any new development (residential, mixed-use, or nonresidential) occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five years.<br><br>This requirement applies to:<br>- Non-vacant sites<br>- Vacant sites with previous residential uses that have been vacated or demolished | 6/30/2027 | 6th Cycle | Continuous | In 2025, there were 9 tear down and rebuilds of residences and one residential unit lost that was a nonconforming duplex converted to a single family dwelling. | Units | 9 | |
| **Program 3-7 Monitoring Impacts of Vacation Home Rentals on Long-Term Rental Supply** | South Lake Tahoe voters approved Measure T in late 2018 to prohibit vacation home rentals in many areas of the city where they were previously allowed. Full implementation of Measure T began in 2021 when all existing vacation home rental permits in residential areas expired. The City shall continue enforcement of Measure T regulations and will monitor the effects of limiting vacation home rentals during the course of the Housing Element planning period as the impacts unfold after 2021. The City will report to the City Council on any identifiable impacts to the supply and cost of long-term rental housing by the end of 2023. | 6/30/2027 | 6th Cycle | Continuous | On March 13, 2025, Measure T was overturned. A new VHR ordinance, Ordinance 2025-1200, was passed by City Council on June 17, 2025. | Other | 1 | Vacation Home Rental Ordinance 2025-1200: https://www.cityofslt.gov/DocumentCenter/View/23379/Ordinance-2025-1200-VHR-Amendments---signed?bidId= |
| **Program 3-8 Multi-Family Acquisition and Rehabilitation Program** | The City will partner with organizations, employers, and non-profits to establish a multi-family acquisition and rehabilitation program to increase quality of housing for low income residents and ensure long term affordability. The City will encourage acquisition of multi-family housing in areas of concentrated affluence and outside of areas with concentrations of existing affordable housing to promote housing mobility and affordability in high income neighborhoods. The City will also target acquisitions to increase housing options for lower-income households and reduce overcrowding in existing housing units. | 6/30/2027 | 6th Cycle | Not Yet Started | City staff participated in the 2025 Enterprise California Public Sector Preservation Academy Cohort to build capacity for preservation and rehabilitation of affordable, multifamily dwelling properties. | Meetings | 6 | |
| **Program 3-9 Landlord/Tenant Matching Program** | Continue the program to incentivize long term rental of second homes and spare rooms to promote the availability of low and moderate income rental housing for existing employees in the city. The City has been conducting a multi-faceted marketing campaign through press releases, internet-based outreach, media outreach/interviews, direct mailing to property owners and with advertisements published in the local paper of general circulation. The City will conduct specific outreach and marketing to owners of existing large housing units to participate in the rental incentive program in order to expand housing opportunities for larger renter households. The City will seek acquisition of housing in areas of concentrated affluence and outside of areas with concentrations of existing affordable housing to promote housing mobility and affordability in high income neighborhoods. | 6/30/2027 | 6th Cycle | Continuous | During 2025, the City phased out their partnership with Landing Locals (rebranded as Placemates) to administer the Lease to Locals program within the City's Housing Division, renamed as the Long-Term Rental Incentive Program. This program offers grants to qualifying South Lake Tahoe property owners when they rent their homes long-term to local residents. The goal of the program is to provide an incentive for second homeowners to lease long-term rather than rent short-term or leave homes vacant and increase rental housing stock. The program was expanded in Summer 2022, in Fall 2023, in Fall 2024, in early 2025, and brought in-house in Fall 2025. In 2025, 22 people were housed through this program, and a total 149 people housed across all years combined. | Persons | 22 | Long Term Rental Incentive Program: https://www.cityofslt.gov/2523/Long-Term-Rental-Incentive-Program-LTR |
| **Program 3-10 Mobile Home Park Preservation** | The City shall promote the longevity and quality of life at existing and new mobile home parks by:<br><br>- Codifying regulations for mobile home park conversions.<br>- Evaluating TRPA's restrictions on the reuse of any residential units of use that originate from a mobile home park, and considering their reuse for workforce housing.<br>- Reviewing City regulations for new and enlarged mobile home parks to consider adding design, fencing, and amenity requirements and requiring an affordability assessment.<br>- Conducting an inventory of mobile home parks to identify those that are most desirable or feasible for long-term preservation.<br>- Work with HCD Mobilehome and Special Occupancy Parks Program to gather and maintain data on resident complaints, inspections and code violations.<br>- Targeting mobile home parks for park-wide infrastructure improvements or select coach rehabilitation or replacement. | 3/31/1935 | 7th Cycle | Not Yet Started | Not started yet. | Other | | |

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| **Program 4-1 Reasonable Accommodation and Land Coverage** | The City shall complete the process of reviewing and amending its Code to provide individuals, family members, caregivers, and/or anyone acting on behalf of the person with disabilities reasonable accommodation in rules, policies, practices, and procedures that may be necessary to ensure equal access to housing as feasible in coordination with TRPA. This will be added to the City's workplan to coordinate with TRPA. This procedure will include, but will not be limited to, the existing City procedure to grant exception for carport structures for persons with disabilities and other uncodified City process for reasonable accommodation. This procedure will be a ministerial process subject to approval by the Director of Development Services. The City shall also continue to work with TRPA to facilitate reasonable accommodation requests within the framework of the Regional Plan to address any needs for accommodation by persons with disabilities for additional land coverage for necessary site improvements beyond the additional land coverage allowances for Americans with Disabilities Act (ADA) improvements in Chapter 30 of the TRPA Code of Ordinances. | 11/30/2023 | 6th Cycle | Continuous | The City has provided correspondence to TRPA outlining City Housing Element priorities for regional regulatory amendments. TRPA amended their coverage standards for Facilities for Public Safety and Access of the Disabled.<br><br>Receiving parcels with legally existing development and insufficient available or banked coverage may transfer in land coverage for the addition of facilities for access of disabled persons for compliance with the ADA and other public safety requirements. The City also grants exemptions for carport structures for persons with disabilities. | Other | | Carport Exemption- Section 6.85.030.A.2.j: https://ecode360.com/47757677#47757690 |
| **Program 4-2 Employee Housing Act Compliance** | To comply with the State Employee Housing Act (Health and Safety Code Sections 17021.5, 17021.6, and 17021.8), the City will continue working with TRPA on definitions in their regulations and amend the City's zoning code to treat employee housing that serves six or fewer persons as a single-family structure and permitted in the same manner as other single-family structures of the same type in the same zone (Section 17021.5). This will be added to the City's workplan to coordinate with TRPA. The City is in compliance with the rest of the Employee Housing Act (Sections 17021.6 and 17021.8) as there are no agricultural zones or uses in the City. | 12/18/2024 | 6th Cycle | Completed | The City adopted these amendments through updates to of the two exisitng Area Plans and is currently adopting a new Area Plan. | Other | | Tahoe Valley Area<br>Plan: https://www.cityofslt.gov/DocumentCenter/View/22231/TahoeValleyAreaPlan_Amended2024?bidId=<br><br>Tourist Core Area<br>Plan: https://www.cityofslt.gov/DocumentCenter/View/22982/TCAP_AmendedDec2024?bidId= |
| **Program 4-2 Employee Housing Act Compliance** | To comply with the State Employee Housing Act (Health and Safety Code Sections 17021.5, 17021.6, and 17021.8), the City will continue working with TRPA on definitions in their regulations and amend the City's zoning code to treat employee housing that serves six or fewer persons as a single-family structure and permitted in the same manner as other single-family structures of the same type in the same zone (Section 17021.5). This will be added to the City's workplan to coordinate with TRPA. The City is in compliance with the rest of the Employee Housing Act (Sections 17021.6 and 17021.8) as there are no agricultural zones or uses in the City. | 12/10/2024 | 6th Cycle | Completed | City Council passed Ordinance 2024-1191 directing employers to post signage in employee housing notifying tenants to contact the City for substandard housing issues which are then reported to HCD. | Other | | Ordinance 2024-1191:<br>https://portal.laserfiche.com/Portal/DocView.aspx?id=64471&repo=r-fc957f45 |
| **Program 4-3 Special-Needs Housing** | Continue to work with housing providers to ensure that special housing needs are addressed for seniors, large families, female-headed households, single-parent households with children, persons with disabilities and developmental disabilities, those with extremely low incomes, and homeless individuals and families. The City will seek to meet these special housing needs through a combination of incentives, zoning standards, new housing construction programs, and supportive services programs. The City will conduct outreach to affordable housing developers and service providers annually to identify and pursue development opportunities, in tandem with developer outreach conducted as part of Program 1-4. Program 1-5 contains additional incentives the City plans to implement. The City may also seek funding under the federal 202 Senior Housing Program-Supporting Housing for the Elderly, California Child Care Facilities Finance Program, California Homebuyer's Downpayment Assistance Program, and other state and federal programs designated specifically for special-needs groups such as seniors, extremely low-income households, persons with physical and developmental disabilities, and persons at risk for homelessness as determined by the needs in the community.<br><br>The City shall continue to hold discussions with surrounding jurisdictions to determine how to address the needs of homeless residents and identify potential sites and funding sources for an emergency shelter. The City shall also meet with at least one organization that provides services to persons with developmental disabilities and/or the Alta California Regional Center by June 2023 to identify specific strategies to address displacement risk and homeless services specifically for persons with developmental disabilities. | 3/31/2026 | 6th Cycle | In Progress | The City continues to work with Tahoe Coalition for the Homeless on the rehabilitation of the Bear's Den motel, a Project Homekey property. The City provided $490,000 in CDBG to assist with rehabilitation costs for 22 units of permanent supportive housing. The City was awarded an additional $1,200,000 in CDBG funds for this project. In addition, a City staff member was elected to the CoC Board to further understanding and opportunities to ensure housing needs are met for special-needs populations. | Units | | |
| **Program 4-4 Childcare and Intergenerational Facilities** | Consider establishing a program to address the following housing needs in the city:<br><br>- Affordable housing developments that include on-site childcare.<br><br>- Promoting intergenerational facilities<br><br>After studying these options, determine whether a program will be established and establish and publicize program if initiated. | 3/31/1935 | 7th Cycle | Not Yet Started | Sugar Pine Village was permitted to include a community building that provides affordable childcare pending funding. | Other | | |
| **Program 4-5 Definition of Family** | Update the definition of "family" in the City's zoning regulations to be compliant with State law. | 12/18/2024 | 6th Cycle | Completed | The City adopted these amendments through updates to the two exisitng Area Plans and is currently adopting a new Area Plan. | Other | | Tahoe Valley Area<br>Plan: https://www.cityofslt.gov/DocumentCenter/View/22231/TahoeValleyAreaPlan_Amended2024?bidId=<br><br>Tourist Core Area<br>Plan: https://www.cityofslt.gov/DocumentCenter/View/22982/TCAP_AmendedDec2024?bidId= |
| **Program 5-1 Fair Housing** | To comply with AB 686, the City will implement serveral actions (see Housing Element for full program details), such as:<br>- Implement the previously identified programs to affirmatively further fair housing<br>- Continue to use the City's Housing website to distribute information on fair housing information and available services, updating annually, or as needed.<br>- As fair housing complaints are received at the City, refer cases to the appropriate fair housing agency or address through inspections, as appropriate.<br>- Continue the Housing Issues Hotline service to assist residents with substandard housing and fair housing concerns.<br>- Ensure that projects needed to develop infrastructure improvements to support housing and residents without vehicles will continue to be included in the City's Capital Improvement Plan.<br>- Determine what, if any, outside factors impede student performance that can be alleviated, such as stable housing opportunities, childcare opportunities for working parents, access to before- and after-school resources and events, and more.<br>- Send mailers or virtual information to landlords and property managers about the Housing Choice Voucher (Section 8) program and avoiding discriminatory practices based on income or other protected classes.<br>- Conduct targeted outreach to underrepresented and underserved groups by recruiting them to participate in the planning process and apply to committees by, at least annually, coordinating with service providers, sending recruitment information to community groups or organizations, and posting information in public locations such as grocery stores.<br>- Maintain information on organizations and programs that are available to landowners to assist them in meeting defensible space goals and taking other steps that may decrease flood and fire insurance rates to reduce disaster displacement risk. | 6/30/2027 | 6th Cycle | Continuous | The Housing Hotline received 935 calls in 2025. Housing staff responded to 38 filed substandard housing complaints and refered civil issues to Legal Services of Northern California. City staff has also met with various stakeholder groups, including Lake Tahoe Collaborative with close to 25 local nonprofits and public entities to hear more about resident needs and provide updates on City housing programs. Two city housing staff provide bilingual services (Spanish/English) to support current housing programs and are working on providing documents in multiple languages. The City Attorney's office sent a letter to a property owner regarding Fair Housing violations for illegal eviction for retailation against a tenant. | Other | 935 | Housing Issue Hotline: https://www.cityofslt.gov/574/Housing-Issue-Hotline, Fair Housing Rights: https://www.cityofslt.gov/1056/Community-Resources |

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| **Program 5-2 Transit Accessibility** | Meet with the Tahoe Transportation District by December 2022, and biannually thereafter, to assess if any new unmet transit needs have developed and, if so, will provide technical assistance in applying for state and federal funding for expansions and will assist in identifying at least two funding sources annually that could be used fund expansions. | 6/30/2027 | 6th Cycle | Continuous | The City has continuously met with the Tahoe Transportation District and the South Shore Transportation Management Association to discuss transit service needs in the City. The City also conducted an analysis of the existing transit services and has implemented an on demand microtransit service, Lake Link, to further meet needs. | Meetings | 19 | Lake Link: https://ss-tma.org/lake-link/ |
| **Program 6-1 Green Building Incentive Program** | The City shall continue to implement its green building incentive program that rewards developers for building green projects. The City shall also evaluate opportunities to provide additional incentives for green building projects. | 6/30/2027 | 6th Cycle | Continuous | This program is currently active; however, the City has not received much interest in the program. The program will be updated with the area plan amendments that the City is currently pursuing. | Other | | |
| **Program 6-2 Energy Regulations** | The City shall continue to require applicants for building permits to demonstrate compliance with the state energy conservation requirements at the time building plans are submitted. The City will also explore potential "Reach" codes that include energy efficiency measures beyond state requirements for new construction. In addition, the City will continue to implement appropriate Climate Action Plan strategies as they relate to housing. | 6/30/2027 | 6th Cycle | Continuous | City housing staff is working with the City Sustainability Coordinator to complete a solar project associated with Affordable Housing and Sustainable Communities grant. | Other | | |
| **Program 6-3 Energy Conservation Assistance for Low-Income Households** | The City shall consider including weatherization and energy conservation as eligible activities should housing rehabilitation efforts resume. | 3/31/1935 | 7th Cycle | Not Yet Started | Not started yet. | Other | | |
| **Program 6-4 Energy Conservation** | The City will provide information and refer eligible property owners to other programs offered by Liberty Utilities and nonprofit organizations and will refer interested individuals to energy rebate and conservation assistance programs offered by others and maintain information on these programs at City Hall. | 6/30/2027 | 6th Cycle | Continuous | The City has updated it's Housing website to include programs offered by Liberty Utilities including California Rates for Alternative Energy, Medical Baseline Allowance, Energy Savings Assistance, Low Income Energy Assistance, and Home Energy Assistance Programs. | Other | 1 | https://www.cityofslt.gov/1056/Community-Resources |
| **Program 7-1 Maintaining Neighborhood Character** | The City shall work with project proponents and community special interest groups to integrate affordable and workforce housing into existing neighborhoods—including smaller duplexes, triplexes, and accessory dwelling units—while addressing local concerns and maintaining the character and environmental quality of the surrounding area. The City will also work with TRPA to implement these objectives within the framework of the Regional Plan. | 6/30/2027 | 6th Cycle | In Progress | The City is working on new construction projects, ADU development (6 meetings) and the Long-Term Rental Incentive Program in order to integrate affordable and workforce housing into existing neighborhoods. The City also continues to participate in the TRPA Tahoe Living Working Group (4 meetings in 2025) and actively provides input on recommended Code amendments to integrate affordable housing and workforce housing in existing neighborhoods. | Other | 10 | |

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|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 06/30/2022 - 06/30/2027 |

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

**Table E**

**Commercial Development Bonus Approved pursuant to GC Section 65915.7**

| Project Identifier | | | | Units Constructed as Part of Agreement | | | | Description of Commercial Development Bonus | Commercial Development Bonus Date Approved |
|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | 2 | | | | 3 | 4 |
| APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID+ | Very Low Income | Low Income | Moderate Income | Above Moderate Income | Description of Commercial Development Bonus | Commercial Development Bonus Date Approved |
| Summary Row: Start Data Entry Below | | | | | | | | | |
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| Jurisdiction | South Lake Tahoe | |
|---|---|---|
| Reporting Period | 2025 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 06/30/2022 - 06/30/2027 |

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

### Table F

### Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

| Activity Type | Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only | | | | Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields. | | | | The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here: |
|---|---|---|---|---|---|---|---|---|---|
| | Extremely Low-Income+ | Very Low-Income+ | Low-Income+ | TOTAL UNITS+ | Extremely Low-Income+ | Very Low-Income+ | Low-Income+ | TOTAL UNITS+ | https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf |
| Rehabilitation Activity | | | | | | | | | |
| Preservation of Units At-Risk | | | | | | | | | |
| Acquisition of Units | | | | | | | | | |
| Mobilehome Park Preservation | | | | | | | | | |
| Total Units by Income | | | | | | | | | |

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|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 06/30/2022 - 06/30/2027 |

**ANNUAL ELEMENT PROGRESS REPORT**

**Housing Element Implementation**

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

**Table F2**

**Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2**

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes After Conversion | | | | | | | Units credited toward Moderate Income RHNA | | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 2 | 3 | 4 | | | | | | | 5 | | 6 |
| Prior APN+ | Current APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID | Unit Category (2 to 4,5+) | Tenure R=Renter | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Total Moderate Income Units Converted from Above Moderate | Date Converted | Notes |
| Summary Row: Start Data Entry Below | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
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| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |
| **Period** | 6th Cycle | 06/30/2022 - 06/30/2027 |

**NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.**

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

**Table G**

**Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of**

| Project Identifier | | | | | | |
|---|---|---|---|---|---|---|
| 1 | | | | 2 | 3 | 4 |
| **APN** | **Street Address** | **Project Name+** | **Local Jurisdiction Tracking ID+** | **Realistic Capacity Identified in the Housing Element** | **Entity to whom the site transferred** | **Intended Use for Site** |
| Summary Row: Start Data Entry Below | | | | | | |
| 291-700-010-000 | 3900 LAKE TAHOE BLVD | 3900 & 3908 MULTI-FAMILY AFFORDABLE HOUSING PROJECT | 24-173 | 25 | NDC LAKE TAHOE LP (DEADLINE FOR BUYER TO CLOSE ESCROW 1/18/2027) | AFFORDABLE HOUSING / MIXED-USE |
| 029-170-002-000 | 3908 LAKE TAHOE BLVD | 3900 & 3908 MULTI-FAMILY AFFORDABLE HOUSING PROJECT | 24-173 | 25 | NDC LAKE TAHOE LP (DEADLINE FOR BUYER TO CLOSE ESCROW 1/18/2027) | AFFORDABLE HOUSING / MIXED-USE |
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| **Jurisdiction** | South Lake Tahoe | **NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns** | Note: "+" indicates an optional field |
| **Reporting Period** | 2025 (Jan. 1 - Dec. 31) | | Cells in grey contain auto-calculation formulas |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

**Table H**
**Locally Owned Surplus Sites**

| Parcel Identifier | | | | Designation | Size | Notes |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| **APN** | **Street Address/Intersection** | **Existing Use** | **Number of Units** | **Surplus Designation** | **Parcel Size (in acres)** | **Notes** |
| Summary Row: Start Data Entry Below | | | | | | |
| 025-061-039-000 | SEGMENT OF MARTIN AVE AND A SMALL SLIVER SOUTH OF MARIE AVE BRIDGE UPSTREAM ALONG TROUT CREEK | Vacant | | Exempt Surplus Land | 1.26 | EXCHANGE FOR STATE AGENCY CONSERVATION USE |
| 025-061-037-000 | MARTIN AVE - 1ST "PARCEL" UPSTREAM OF ROADWAY | Vacant | | Exempt Surplus Land | 21.53 | EXCHANGE FOR STATE AGENCY CONSERVATION USE |
| 025-081-013-000 | MID-SECTION WITH CONFLUENCE OF TROUT AND COLD CREEK | Vacant | | Exempt Surplus Land | 57.07 | EXCHANGE FOR STATE AGENCY CONSERVATION USE |
| 080-010-013-000 | OUTSIDE CITY LIMITS & BORDERS PIONEER TRL | Vacant | | Exempt Surplus Land | 20.82 | EXCHANGE FOR STATE AGENCY CONSERVATION USE |
| 025-091-012-000 | COLD CREEK SECTION WITH LAKE CHRISTOPHER | Vacant | | Exempt Surplus Land | 22.27 | EXCHANGE FOR STATE AGENCY CONSERVATION USE |
| 080-020-008-000 | COLD CREEK SECTION ABOVE PIONEER TRL | Vacant | | Exempt Surplus Land | 54.836 | EXCHANGE FOR STATE AGENCY CONSERVATION USE |
| 023-685-001-000 | 2180 WASHINGTON AVE | Vacant | | Surplus Land | 0.22 | |
| 031-030-020-000 | 948 LINK RD | Vacant | | Exempt Surplus Land | 1.22 | EXCHANGE FOR STATE AGENCY CONSERVATION USE |
| 031-030-039-000 | LINK RD | Vacant | | Exempt Surplus Land | 2.23 | EXCHANGE FOR STATE AGENCY CONSERVATION USE |
| 031-030-024-000 | LINK RD | Vacant | | Exempt Surplus Land | 0.08 | LESS THAN 5,000 SF |
| 029-170-001-000 | 3900 LAKE TAHOE BLVD | Vacant | | Exempt Surplus Land | 0.34 | PLANNING ENTITLEMENTS APPROVED ON 5/13/2025 (#24-173) |
| 029-170-002-000 | 3908 LAKE TAHOE BLVD | Vacant | | Exempt Surplus Land | 0.82 | PLANNING ENTITLEMENTS APPROVED ON 5/13/2025 (#24-173) |
| 032-311-008-000 | 1180 JULIE LN | Vacant | | Exempt Surplus Land | 0.59 | EXCHANGE FOR OTHER PUBLIC AGENCY USE |
| 032-314-012-000 | 1160 INDUSTRIAL AVENUE | Vacant | | Exempt Surplus Land | 1.57 | EXCHANGE FOR OTHER PUBLIC AGENCY USE |
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| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 06/30/2022 - 06/30/2027 |

**NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)**

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

**Table J**

**Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915**

| Project Identifier | | | | Project Type | Date | Units (Beds/Student Capacity) Approved | | | | | | | Units (Beds/Student Capacity) Granted | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | 2 | 3 | 4 | | | | | | | 5 | 6 |
| APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID+ | Unit Category (SH - Student Housing) | Date | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Total Additional Beds Created Due to Density Bonus | Notes |
| Summary Row: Start Data Entry Below | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
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| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 6th Cycle | 06/30/2022 - 06/30/2027 |

# ANNUAL ELEMENT PROGRESS REPORT

## Table K
## Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

| | |
|---|---|
| **Does the Jurisdiction have a local tenant preference policy?** | Yes |
| **If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.** | https://www.cityofslt.gov/2469/Local-Tenant-Preference-Policy |
| **Notes** | Adopted January 28, 2025 per Resolution 2025-006 |

| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Period** | 2025 | (Jan. 1 - Dec. 31) |

**NOTE: This table needs to be completed with any sites within your jurisdiction that were newly added to a National, State, or Local register of historic places within the reporting year. If none, leave blank.**

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

## ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

**Table L**

**Historical Resources**

| Parcel Identifier | | Designation | | | | Size | Notes |
|---|---|---|---|---|---|---|---|
| 1 | | 2 | | | | 3 | 4 |
| **APN** | **Street Address/Intersection** | **Date of Designation** | **Designation Level** | **Historic Site Period** | **Areas of Significance** | **Parcel Size (in acres)** | **Notes** |
| Summary Row: | | | | | | | |
| 026-243-015 | 947 GOLD TIP AVE | 5/12/2025 | Local | 1900 to Present | Architecture, Community | 0.25 | LOCATED IN AL TAHOE-HARRISON TRACT HISTORICAL DISTRICT (TRPA-DESIGNATED HISTORIC RESOURCE) |
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|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |

# ANNUAL ELEMENT PROGRESS REPORT
## Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

*Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.*

| **Total Award Amount** | $ - | *Total award amount is auto-populated based on amounts entered in rows 15-26.* |
|---|---|---|

| Task | $ Amount Awarded | $ Cumulative Reimbursement Requested | Task Status | Other Funding | Notes |
|---|---|---|---|---|---|
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*Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)*

| Completed Entitlement Issued by Affordability Summary | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Acutely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Extremely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 72 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 14 |
| Total Units | | **86** |

| Building Permits Issued by Affordability Summary | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Acutely Low | Deed Restricted | 18 |
| | Non-Deed Restricted | 0 |
| Extremely Low | Deed Restricted | 12 |
| | Non-Deed Restricted | 0 |
| Very Low | Deed Restricted | 30 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 1 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 37 |
| Total Units | | **98** |

| Certificate of Occupancy Issued by Affordability Summary | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Acutely Low | Deed Restricted | 9 |
| | Non-Deed Restricted | 0 |
| Extremely Low | Deed Restricted | 5 |
| | Non-Deed Restricted | 0 |
| Very Low | Deed Restricted | 16 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 22 |
| Total Units | | **52** |

*Data is auto-populated based on data entered in Tables A, A2, C, and D*

| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Year** | 2025 | (Jan. 1 - Dec. 31) |
| **Housing Element Planning Period** | 6th Cycle | 06/30/2022 - 06/30/2027 |

| **Building Permits Issued by Affordability Summary** | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Acutely Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Extremely Low | Deed Restricted | 18 |
| | Non-Deed Restricted | 0 |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 41 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 1 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 38 |
| Total Units | | **98** |

| **Units by Structure Type** | **Entitled** | **Permitted** | **Completed** |
|---|---|---|---|
| Single-family Attached | 0 | 0 | 1 |
| Single-family Detached | 0 | 16 | 25 |
| 2 to 4 units per structure | 0 | 2 | 3 |
| 5+ units per structure | 86 | 70 | 60 |
| Accessory Dwelling Unit | 0 | 10 | 5 |
| Mobile/Manufactured Home | 0 | 0 | 0 |
| **Total** | **86** | **98** | **94** |

| **Infill Housing Developments and Infill Units Permitted** | **# of Projects** | **Units** |
|---|---|---|
| Indicated as Infill | 36 | 95 |
| Not Indicated as Infill | 3 | 3 |

| **Housing Applications Summary** | |
|---|---|
| Total Housing Applications Submitted | 51 |
| Number of Proposed Units in All Applications Received: | 195 |
| Total Housing Units Approved: | 24 |
| Total Housing Units Disapproved: | 0 |

| **Use of SB 423 Streamlining Provisions - Applications** | |
|---|---|
| Number of SB 423 Streamlining Applications | 0 |
| Number of SB 423 Streamlining Applications Approvec | 0 |

| **Units Constructed - SB 423 Streamlining Permits** | | | |
|---|---|---|---|
| **Income** | **Rental** | **Ownership** | **Total** |
| Acutely Low | 0 | 0 | 0 |
| Extremely Low | 0 | 0 | 0 |
| Very Low | 0 | 0 | 0 |
| Low | 0 | 0 | 0 |
| Moderate | 0 | 0 | 0 |
| Above Moderate | 0 | 0 | 0 |
| **Total** | **0** | **0** | **0** |

| **Streamlining Provisions Used - Permitted Units** | **# of Projects** | **Units** |
|---|---|---|
| SB 9 (2021) - Duplex in SF Zone | 0 | 0 |
| SB 9 (2021) - Residential Lot Split | 0 | 0 |
| AB 2011 (2022) | 0 | 0 |
| SB 6 (2022) | 0 | 0 |
| SB 423 (2023) | 0 | 0 |

| **Ministerial and Discretionary Applications** | **# of** | **Units** |
|---|---|---|
| Ministerial | 44 | 44 |
| Discretionary | 7 | 151 |

| **Density Bonus Applications and Units Permitted** | |
|---|---|
| Number of Applications Submitted Requesting a Density Bonus | 0 |
| Number of Units in Applications Submitted Requesting a Density Bonus | 0 |
| Number of Projects Permitted with a Density Bonus | 0 |
| Number of Units in Projects Permitted with a Density Bonus | 0 |

| **Housing Element Programs Implemented and Sites Rezoned** | **Count** |
|---|---|
| Programs Implemented | 44 |
| Sites Rezoned to Accommodate the RHNA | 0 |

Cells in grey contain auto-calculation formulas

# Resolution 2026-XX

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

**March 24, 2026**

**Accepting the 2025 General Plan and Housing Element Annual Progress Reports**

## BACKGROUND

A. California Government Code section 65400 requires cities and counties to submit an annual report on the status of the General Plan.

B. The City of South Lake Tahoe adopted an updated General Plan on May 17, 2011.

C. The City amended the General Plan in June 2022 to update the Housing Element and, in November 2022, amended the Safety Element to incorporate the Local Hazard Mitigation Plan.

D. The City is required to submit a Housing Element Annual Progress Report to the Department of Housing and Community Development (HCD) using forms prescribed by HCD.

E. The City is required to submit the General Plan and Housing Element Annual Progress Report to the Governor's Office of Land Use and Climate Innovation and the Department of Housing and Community Development by April 1 of each year.

F. On February 19, 2026, the Planning Commission reviewed the 2025 General Plan and Housing Element Annual Progress Reports during its regularly scheduled meeting and recommended the City Council of South Lake Tahoe to accept and file the report.

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

1. Finds the General Plan Annual Progress Report provides a status report on each Element in the General Plan and is consistent with the guidelines issued by the Governor's Office of Land Use and Climate Innovation.

2. Finds the Housing Element Annual Progress Report provides detailed reporting on the City's progress in meeting the Regional Housing Needs Allocation; and

3. Accepts the 2025 General Plan and Housing Element Annual Progress Reports (attached hereto) and directs staff to submit the Reports to the Governor's Office of Land Use and Climate Innovation and the California Department of Housing and Community Development by April 1, 2026.

Adopted by the City of South Lake Tahoe City Council on March 24, 2026, 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.*

*City Council*
*March 24, 2026*

# *2025 General Plan and Housing Element Annual Progress Reports*

CITY OF
SOUTH LAKE TAHOE

# Annual Progress Report Requirements

- The Annual Progress Report (APR) provides information for the Planning Commission and City Council to assess the following during the 12-month reporting period (January 2025 to December 2025)
  - *General Plan APR:* Status and implementation
  - *Housing Element Status & Implementation:* Progress towards meeting the City's Regional Housing Needs Allocation
- The APRs must be submitted to the State by April 1 of each year

CITY OF SOUTH LAKE TAHOE

# General Plan Contents

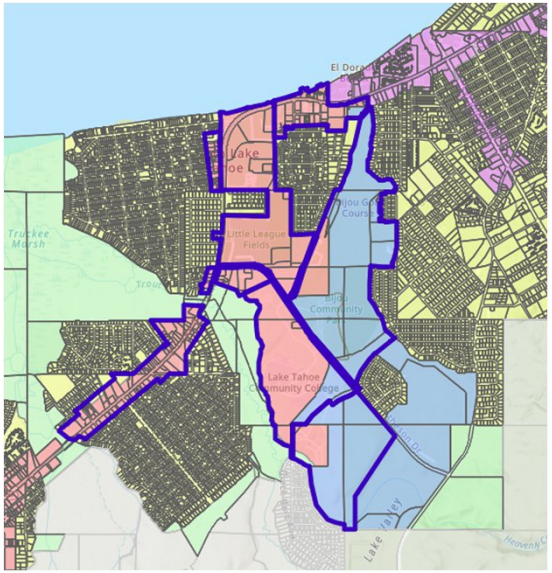
| | | |
|---|---|---|
| Land Use and Community Design | Economic Development | Housing |
| Transportation and Circulation | Public/Quasi-Public Facilities and Services | Recreation and Open Space |
| Health and Safety | Natural and Cultural Resources | Neighborhood Priority Lists |

CITY OF SOUTH LAKE TAHOE

# 2025 General Plan APR Highlights

Land Use & Community Design Element

- Continued developing the Mid-Town Area Plan
- Initiated the Tahoe Valley Area Plan Amendments to incorporate the South Y Industrial Tract area
- Adopted Resolution 2025-084 which revised the policy for the disposition of TRPA development commodities owned by the City
- Continued transferring City-owned development rights for the construction of new residential units and commercial additions
- Launched new planning project and building permit application intake platform



# 2025 General Plan APR Highlights

Economic Development Element

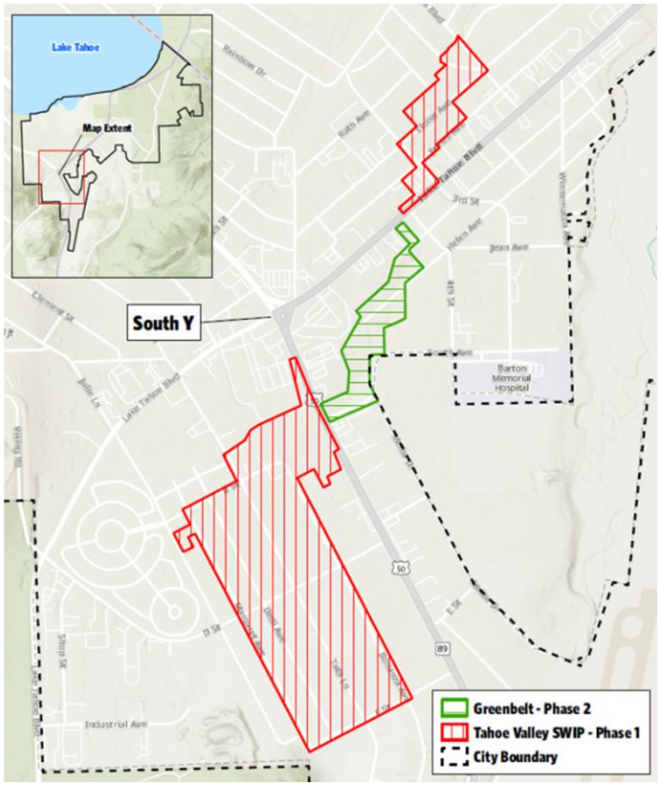
- Issued 586 new business licenses
- Launched the Business Outreach Program
  - Connects business owners with City Staff to explore available resources and assistance
  - Allows business owners to provide input for potential future City initiatives to support business needs
- Launched the New Business Permitting Concierge Program
  - Connects business and property owners with Development Services staff to guide and review potential parcels and/or projects

CITY OF SOUTH LAKE TAHOE

# 2025 General Plan APR Highlights

Transportation & Circulation Element

- Completed the following projects:
  - Airport Master Plan
  - Pioneer Trail Highway Safety Improvement Project
  - Tahoe Valley Stormwater and Greenbelt Improvement Project - Phase 1
  - Vision Zero Action Plan
- Continued development of Bicycle Amenities and Wayfinding Signage
- Continued development of Upper Bijou Creek Watershed Restoration Project



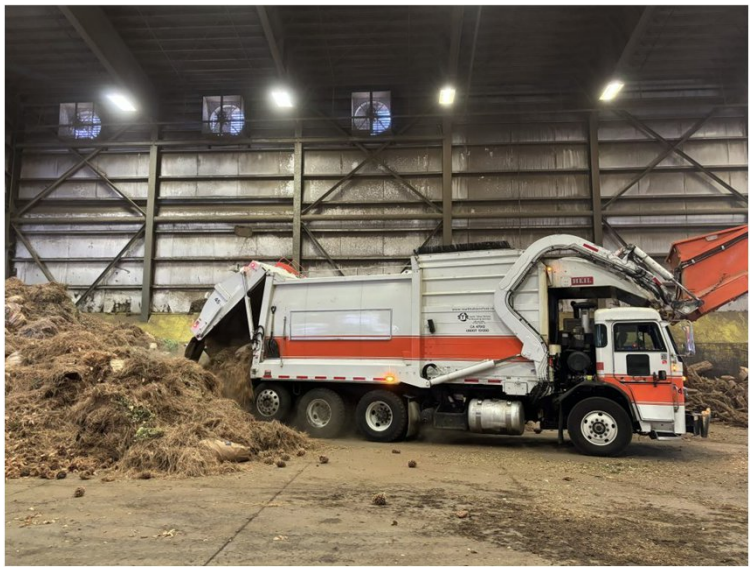
# 2025 General Plan APR Highlights

Public/Quasi-Public Facilities & Services Element

- Completed 3-Cart Waste Management project
- Began implementation of the Clean Energy Projects, increasing efficiency across numerous City facilities

Natural & Cultural Resources Element

- Installed 10 dual EVCS and leased 12 parking spaces for EV charging
- Continued to fund microtransit



Source: www.tahoedailytribune.com

# 2025 General Plan APR Highlights

Recreation & Open Space Element

- Completed a street-style skate park in Bijou Park
- Received funding for Phase 1 of the Regan Beach Landing Project

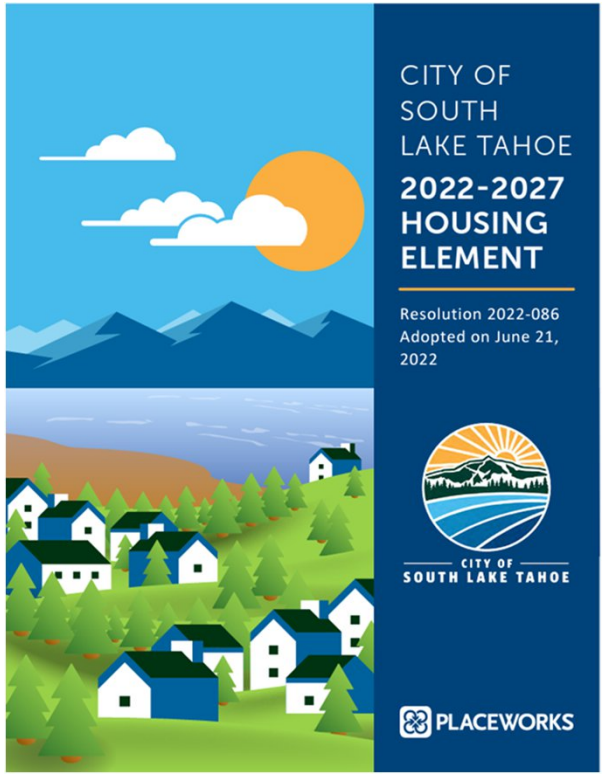
Health & Safety Element

- Established Citizen RIMS
- Standardized response polices
  - Completed training on Incident Command System, ICS-100 and ICS-200, from FEMA
  - Began battalion-level training for all hazard events
- Initiated fuels treatment along evacuation corridors
- Presented emergency winter shelter options



CITY OF SOUTH LAKE TAHOE

# Housing Element Implementation




- One of eight mandated General Plan elements
- A roadmap for how each jurisdiction will meet the housing needs through goals, policies, and implementation programs
- Certification by CA Department of Housing & Community Development (HCD) required for the City to receive funding for housing programs & projects as well as various transportation programs

CITY OF
SOUTH LAKE TAHOE

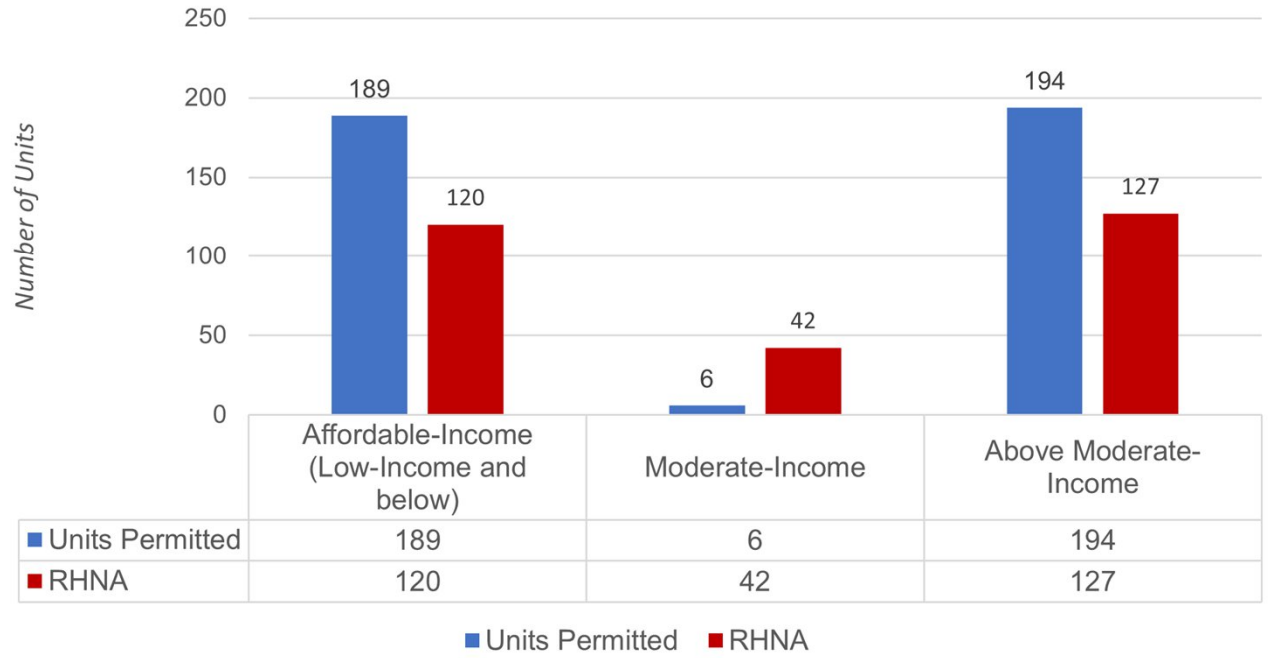
# Regional Housing Needs Assessment (RHNA) Allocation

| Income Level | Income Level (Percentage of Median Income) | RHNA | RHNA + 15% Buffer | Sites Unit Capacity | Surplus |
|---|---|---|---|---|---|
| Very Low | 50% or less | 70 | 82 | 337 | 197 |
| Low | 51% to 80% | 50 | 58 | | |
| Moderate | 81% to 120% | 42 | 49 | 165 | 116 |
| Above Moderate | More than 120% | 127 | 147 | 215 | 68 |
| Total | | 289 | 336 | 717 | 381 |

CITY OF SOUTH LAKE TAHOE

# RHNA Allocation

**Figure 3**
Residential Units Permitted vs. RHNA Target
2022-2027




| | Affordable-Income (Low-Income and below) | Moderate-Income | Above Moderate-Income |
|---|---|---|---|
| Units Permitted | 189 | 6 | 194 |
| RHNA | 120 | 42 | 127 |

CITY OF SOUTH LAKE TAHOE

# Building Activity Report Summary

| | Applications Received | Entitlements Approved | Building Permits Issued | Completed Projects* |
|---|---|---|---|---|
| Single Family | 29 | - | 16 | 26 |
| Multi Family | 149 | 86 | 72 | 63 |
| ADU | 17 | - | 10 | 5 |
| Total | 195 | 86 | 98 | 94 |

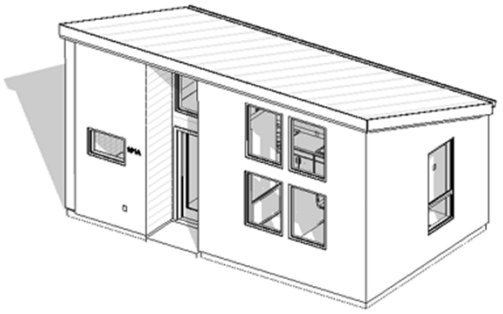
*Received Certificate of Occupancy or Passed Final Inspection

CITY OF SOUTH LAKE TAHOE

# 2025 General Plan APR Highlights

Housing Element

- Continued developing the Pre-Approved ADU Plans
- Sugar Pine Village Phase 2A received Certificate of Occupancy
- Adopted Resolution 2025-006 for a Local Tenant Preference Policy
- Received entitlements for 3900 and 3908 Lake Tahoe Boulevard
- Continued implementing the Multi-Family Dwelling and Single Room Occupancy (SRO) inspection and maintenance program



CITY OF SOUTH LAKE TAHOE

# Housing Element Contents

**Objective 1**
To increase housing opportunities for South Lake Tahoe residents of all economic levels

**Objective 2**
To encourage construction & maintenance of affordable and workforce housing in South Lake Tahoe

**Objective 3**
To preserve & enhance the existing supply of housing

**Objective 4**
To provide for a variety of housing types, sizes, price ranges, & densities compatible with the existing character & integrity of residential neighborhoods.

**Objective 5**
To provide a range of housing services for households with special needs within South Lake Tahoe

**Objective 6**
To provide decent housing & quality living environments for all South Lake Tahoe residents, regardless of age, race, religion, gender, sexual orientation, marital status, ancestry, national origin, disability, or economic level

**Objective 7**
To ensure energy efficiency & appropriate weatherization for all new & existing housing

**Objective 8**
To ensure that Housing Element programs are implemented on a timely basis & progress of each program is monitored & evaluated annually

CITY OF SOUTH LAKE TAHOE

# Goal HE-1: To increase housing opportunities for South Lake Tahoe residents of all economic levels.

**Long-Term Rental Incentive Program (LTR)**










- Rental Assistance Program
  - 39 households (87 individuals)
- Long Term Rental Incentive Program
  - 22 individuals
- Host & Attend Community Meetings
  - 20 Meetings

CITY OF SOUTH LAKE TAHOE

# Goal HE-2: To encourage construction and maintenance of affordable and workforce housing in South Lake Tahoe.





Source: www.ltcc.edu



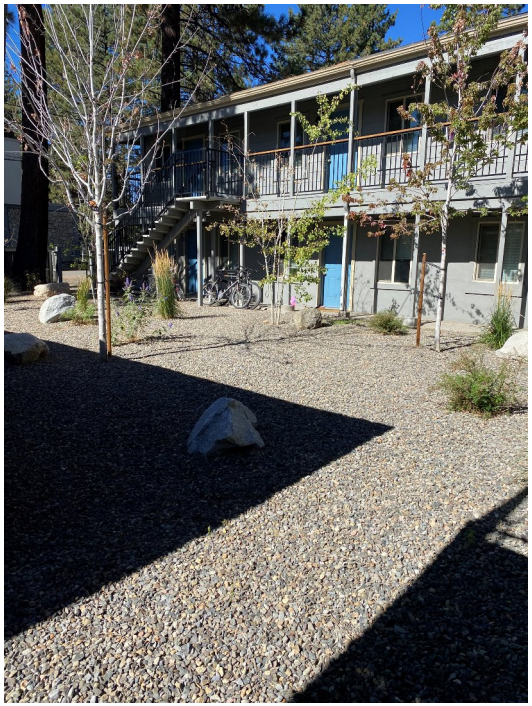
Source: Google Maps




CITY OF SOUTH LAKE TAHOE

# Goal HE-3: To preserve and enhance the existing supply of housing.





- Multifamily/SRO Housing Inspection Program
  - 193 site visits
  - 1,337 certified exceptional units
- Housing Hotline
  - 935 calls
  - 38 substandard housing complaints

CITY OF SOUTH LAKE TAHOE

# Goal HE-4: To provide a range of housing services for households with special needs within South Lake Tahoe.

tahoe coalition FOR THE HOMELESS

Vista Rise COLLECTIVE



Source: www.tahoedailytribune.com

CITY OF SOUTH LAKE TAHOE

# Goal HE-5: To provide decent housing & quality living environments for all South Lake Tahoe residents regardless of age, race, religion, sex, sexual orientation, marital status, ancestry, national origin, disability, or economic level.

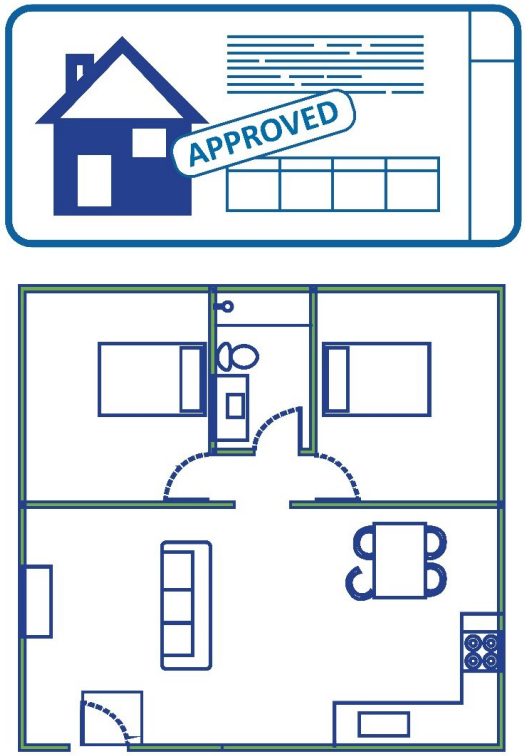


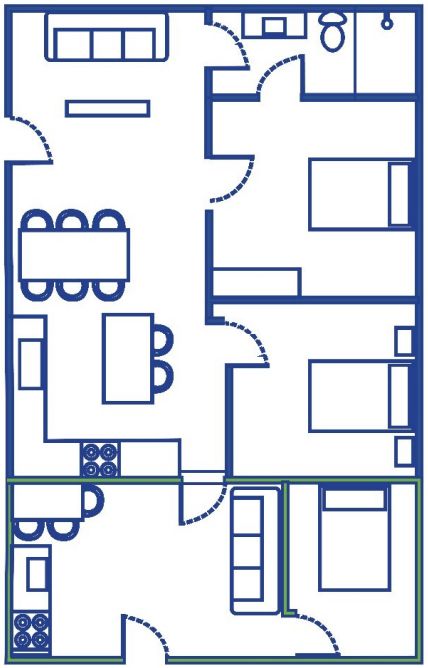
Source: www.relatedcalifornia.com



CITY OF SOUTH LAKE TAHOE

# 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.



- Continued development of Preapproved ADU plans
  - 4 design types
- Residential Unit of Uses At No Cost
  - 12 RUUs
    - 11 ADUs
    - 1 MFD Unit

CITY OF SOUTH LAKE TAHOE

# QUESTIONS?

CITY OF
SOUTH LAKE TAHOE

# Resolution 2026-003

**Adopted by the City of South Lake Tahoe**
**Planning Commission**

**February 19, 2026**

**RECOMMENDING CITY COUNCIL RECEIVE AND FILE THE 2025 GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORTS**

## BACKGROUND

A. California Government Code section 65400 requires cities and counties to submit an annual report on the status of the General Plan.

B. The City of South Lake Tahoe adopted an updated General Plan on May 17, 2011.

C. The City amended the General Plan in June 2022 to update the Housing Element and, in November 2022, amended the Safety Element to incorporate the Local Hazard Mitigation Plan.

D. The City is required to submit a Housing Element Annual Progress Report to the Department of Housing and Community Development (HCD) using forms prescribed by HCD.

E. The City is required to submit the General Plan and Housing Element Annual Progress Report to the Governor's Office of Land Use and Climate Innovation and the Department of Housing and Community Development by April 1 of each year.

F. On February 19, 2026, the Planning Commission reviewed the 2025 General Plan and Housing Element Annual Progress Reports during its regularly scheduled meeting.

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

1. Finds the General Plan Annual Progress Report provides a status report on each Element in the General Plan and is consistent with the guidelines issued by the Governor's Office of Land Use and Climate Innovation.

2. Finds the Housing Element Annual Progress Report provides detailed reporting on the City's progress in meeting the Regional Housing Needs Allocation; and

3. Recommends that the City Council receive and file the General Plan Annual Progress Report (Exhibit A hereto) and submit the Report to the Governor's Office

of Land Use and Climate Innovation and the California Department of Housing and Community Development by April 1, 2026.

Adopted by the City of South Lake Tahoe Planning Commission on February 19, 2026, by the following vote:

Yes: Lucksinger, Feiger, Imhoff, Williams, Gonzalez

Julia E Lucksinger (Feb 20, 2026 16:44:58 PST)

Julia Lucksinger, Chair

Date: Feb 20, 2026

Attest:

Yvette Miranda, Administrative Clerk II

*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 2026-003_2025 General Plan and Housing Element Annual Progress Reports

Final Audit Report 2026-02-21

| | |
|---|---|
| Created: | 2026-02-21 |
| By: | Yvette Miranda (ymiranda@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAALzMo8Tr4oTLuJbUI4cRHJwLt5DQfy_kZ |

## "Resolution 2026-003_2025 General Plan and Housing Element Annual Progress Reports" History

Document created by Yvette Miranda (ymiranda@cityofslt.gov)
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Document e-signed by Yvette Miranda (ymiranda@cityofslt.gov)
Signature Date: 2026-02-21 - 0:43:35 AM GMT - Time Source: server

Document emailed to jlucksinger@cityofslt.us for signature
2026-02-21 - 0:43:37 AM GMT

Email viewed by jlucksinger@cityofslt.us
2026-02-21 - 0:44:20 AM GMT

Signer jlucksinger@cityofslt.us entered name at signing as Julia E Lucksinger
2026-02-21 - 0:44:56 AM GMT

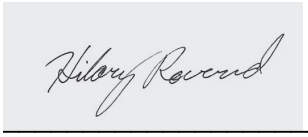
Document e-signed by Julia E Lucksinger (jlucksinger@cityofslt.us)
Signature Date: 2026-02-21 - 0:44:58 AM GMT - Time Source: server

Agreement completed.
2026-02-21 - 0:44:58 AM GMT

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**3

**Agenda Item:** Acceptance and Execution of Grant from California Office of Emergency Services for Domestic Violence Programs

**Executive Summary:** The South Lake Tahoe Police Department and Vista Rise Collective (formally Live Violence Free) collectively received the 2026 CalOES grant, valued at $203,142, to partially fund responses to domestic violence and sexual assault. Funding is distributed to the Police Department, Vista Rise Collective, and the Joint Dispatch Center. CalOES has provided their grant subaward LE25028001.

**Requested Action / Suggested Motions:** Pass a Resolution authorizing the Chief of Police to execute grant subaward agreement with Vista Rise Collective (formerly Live Violence Free), and authorizing receipt of grant funds awarded from the California Office of Emergency Services (CalOES) through the Law Enforcement Specialized Unit Grant for calendar year 2026 in an amount up to $203,142.

**Responsible Staff Member:** Lt. Scott Crivelli

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

**Attachments:**

01-Staff Report - CalOES Grant.docx
02-Resolution - CalOES Vista Rise Collective Grant.docx
03-Operating Agreement with Vista Rise 2024-2029.pdf
04-Prior Operating Agreement with Vista Rise 2024-2029.pdf
05-CalOES Grant Subaward LE25028001.pdf

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

## Meeting Date: March 24, 2026

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

**Location:** Citywide

**Responsible Staff Member:** Lieutenant Scott Crivelli (530) 542-6130

**Background:** Since 2003, the South Lake Tahoe Police Department has worked in partnership with Vista Rise Collective (formally Live Violence Free) to supplement the investigation of, and response to domestic violence incidents, advocate for involved parties, educate the community and law enforcement on domestic violence issues, and provide counselling services to victims and perpetrators.

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

For 2026, the South Lake Tahoe Police Department will receive a grant from the California Office of Emergency Services in the amount up to $203,142.00. We have received this grant annually since 2017. This 2025 Law Enforcement Specialized Unit grant will fund $87,517 toward the salary of one SLTPD Detective. The grant award will provide an additional $9,883 to fund overtime expenses for the Joint Dispatch Center for fielding phone calls related to domestic violence.

Vista Rise Collective will receive funding from this grant for operational support of Domestic Violence and Sexual Assault support personnel, as well as administrative costs in the amount up to $105,742.

The City of South Lake Tahoe would continue to pay salary and benefits for the Domestic Violence Detective as a match to the grant in the amount up to $67,714.

The operational period for this grant is January 1, 2026 through December 31, 2026.

South Lake Tahoe PD and Vista Rise Collective, have worked under a 5-year operational agreement since July 1, 2024. The operational agreement was signed by former Chief Stevenson and Executive Director Chelcee Thomas, valid July 1, 2024 – June 30, 2029. Since the previous operational agreement was drafted under the name 'Live Violence Free,' a new agreement has been drafted, reflecting the name change to 'Vista Rise Collective,' with signatures from Chief Roberson and ED Chelcee Thomas. One line of service was removed as Vista Rise Collective

does not conduct this service (child sexual forensic interviews). The new agreement is attached to this report.

No physical application is attached to this agenda item as it was submitted through the CalOES Grant Central System; a new application process since 2024.

**Issue and Discussion:** This item is before the City Council is to ratify the grant application, execute the subrecipient award, and authorize acceptance of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department / Vista Rise Collective Law Enforcement Specialized Unit grant for calendar year 2026 in the amount up to $203,142.

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

Account # 23802110

Revenue:
33221 – State Police Grants: $203,142

Expenses:
41040 - Dispatch Overtime: $9,883
42010 – Official/Administrative Services: $105,742
50001 – Operating Transfer out to GF $87,517

**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 and receipt of this grant supports Priority 3: Ensure Public Safety

# Resolution 2026-XXX

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

**March 24, 2026**

## Pass a Resolution Authorizing receipt of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department and Vista Rise Collective through the Law Enforcement Specialized Unit Grant for the calendar year 2026 in an amount up to $203,142

**BACKGROUND**

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

B. The City of South Lake Tahoe in partnership with Vista Rise Collective has applied for, and been awarded, a grant through the California Office of Emergency Services in the amount up to $203,142 in support of the DVRT program for calendar year 2026, and

C. Vista Rise Collective is the only provider of on call domestic and sexual assault victim advocacy, counseling, and professional services in the area. Vista Rise Collective provides extensive crisis intervention and counseling services that directly benefit the health and well-being of our victims, their families, and community families while working cooperatively with the Police Department to identify those needs.

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

1. Appoints the Chief of Police, Jeff Roberson, as an authorized signatory of the City of South Lake Tahoe to enter into Grant Subaward Agreement for The Law Enforcement Specialized Unit Grant Subaward LE25028001 and all applicable Grant Subaward Amendments.

2. Recognizes that the Grant Subaward performance period is January 1, 2026 through December 31, 2026.

3. Approves and authorizes the grant award, and authorizes the Chief of Police to coordinate with the Finance Department to load the budget as follows:

Account # 23802110

Revenue:
33221 – State Police Grants: $203,142

Expenses:
41040 - Dispatch Overtime: $9,883
42010 – Official/Administrative Services: $105,742
50001 – Operating Transfer out to GF $87,517

4. Approves the Vista Rise Collective Operating Agreement to provide domestic violence and sexual assault services for an amount not to exceed $105,742.

Adopted by the City of South Lake Tahoe City Council on March 24, 2026 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

# VISTA RISE COLLECTIVE
# AND
# SOUTH LAKE TAHOE POLICE DEPARTMENT

## OPERATIONAL AGREEMENT: July 1, 2024 – June 30, 2029

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

South Lake Tahoe Police Department agrees to:

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

Vista Rise Collective agrees to:

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

In an effort to meet the many needs of victims in as comprehensive a manner as possible, the two agencies will continue to work closely together based upon voluntary participation by the clients to protect confidentiality. We, the undersigned, as authorized representatives of Vista Rise Collective and the South Lake Tahoe Police Department, do hereby approve this document.

Chelcee Thomas, Executive Director
Vista Rise Collective

Date: 3/2/26

Jeff Roberson, Chief of Police
South Lake Tahoe Police Department

Date: 3-2-2026

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

**OPERATIONAL AGREEMENT: July 1, 2024 – June 30, 2029**

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

South Lake Tahoe Police Department agrees to:

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

Live Violence Free Agrees to:

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

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

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

Signed: _____ Date: 8/26/24
Chelcee Thomas, Executive Director
Live Violence Free

Signed: _____ Date: 8/26/24
David Stevenson, Chief of Police
South Lake Tahoe Police Department

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

This Grant Subaward Face Sheet summarizes the Grant Subaward for **LE25028001**

The full Grant Subaward includes all application information provided by the Subrecipient, all attestations, and requirements included in the Program Supplemental. Subrecipients can access, download, and print the full Grant Subaward in the Grants Central System.

1. **Subrecipient** City of South Lake Tahoe - Police Department **1a. UEI#:** FG8YLL3CQ3J1
2. **Implementing Agency:** South Lake Tahoe Police Department
3. **Location of Project/Services:** South Lake Tahoe (City) | El Dorado County (County) | 96150-7009 (Zip+4)
4. **Program:** Law Enforcement Specialized Units - LE25
5. **Grant Subaward Performance Period/Period of Performance:** 1/1/2026 to 12/31/2025
6. **Indirect Cost Use:** **Federally Approved ICR (if applicable): %**

| Grant Year | Fund Source | A. State | B. Federal | C. Total | D. Cash Match | E. In-Kind Match | F. Total Match | G. Total Cost |
|---|---|---|---|---|---|---|---|---|
| 2025 | 2025 STOP | | $203,142 | $203,142 | $67,714 | $0 | $67,714 | $270,856 |
| | **Total Project Cost** | | $203,142 | $203,142 | $67,714 | $0 | $67,714 | $270,856 |

## Authorized Agent

**Federal Employer Identification #:** 94-1610868

| Name | Title | Signature | Date |
|---|---|---|---|
| Jeff Roberson | Chief of Police | Jeff Roberson | 11/4/2025 |

| Payment Mailing Address | City | ZIP Code |
|---|---|---|
| 1901 LISA MALOFF WAY STE 210 | S LAKE TAHOE | 96150-7168 |

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

| **Cal OES Fiscal Officer** | **Date** | **Cal OES Director or Designee** | **Date** |
|---|---|---|---|
| Jennifer McIntire | 12/23/2025 | Mary Rucker | 12/23/2025 |

| Awarding Official Contact - Cal OES | | | |
|---|---|---|---|
| **Name** | **Title** | **Address** | **Phone** |
| Nancy Ward | Director | 3650 Schriever Avenue, Mather CA 95655 | 916-845-8506 |

| Program Description |
|---|
| The purpose of the Program is to create or enhance specialized units to provide a coordinated response to victims/survivors of domestic violence and their children; and/or adult and adolescent (age 11 and older) victims/survivors of sexual assault. |

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

This Grant Subaward Face Sheet summarizes the Grant Subaward for **LE25028001**

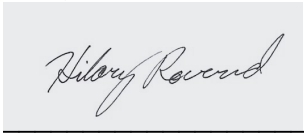
The full Grant Subaward includes all application information provided by the Subrecipient, all attestations, and requirements included in the Program Supplemental. Subrecipients can access, download, and print the full Grant Subaward in the Grants Central System.

| | 2025 STOP |
|---|---|
| **State/Federal** | Federal |
| **ENY** | 2025 |
| **Chapter #** | 4 |
| **Service Location** | 18415 |
| **Item #** | 0690-102-0890 |
| **State Budget Program #** | 161 |
| **FAIN** | 15JOVW-25-GG-00017-STOP |
| **Performance Period** | 07/01/25 - 06/30/27 |
| **State Budget Fund** | Federal Trust Fund |
| **Assistance Listing** | 16.588 |
| **Program** | Law Enforcement Specialized Units - LE25 |
| **Match Required** | Yes |
| **Project ID** | OES25STOP000012 |
| **Amount** | $203,142 |
| **Speed Chart** | 2025-18415 |
| **Grantor** | Office on Violence Against Women |
| **Federal Award Date** | 08/18/2025 |
| **Research & Development Program** | No |

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**4

**Agenda Item:** Ratification of Participating Agreement with USDA Forest Service for Construction of the SEZ Enhancement Project, as part of the Upper Bijou Park Creek Watershed Restoration Project

**Executive Summary:** The Upper Bijou Park Creek Watershed Restoration Project includes several subprojects that will restore Stream Environment Zone (SEZ) and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe. The USFS is planning to construct the SEZ Enhancement Project for the City in the 2026 construction season. The SEZ Enhancement Project (Project) spans from the creek undercrossing of Ski Run Boulevard down to Tamarack Avenue. Since the majority of the Project is on USFS land, Forest Service crews are best fit to construct and maintain the improvements that have been designed by the Cityâ€™s consultant. The City and the USFS are entering into a Participating Agreement to document the cooperation between the parties to implement the SEZ Enhancement Project. The agreement states the mutual benefits and interests and outlines what each partner shall do. Part of the work for the Project is on City property and this agreement will allow USFS to access City Property. While preparing the agreement, USFS became aware that any participating agreements executed after February 13, 2026 would be subject to new mandatory federal clauses and additional review. While USFS staff were not able to provide what the new clauses might be, staff recommended the City Manager execute the agreement in order to ensure revisions to the standard participating agreement would not delay the project implementation.

**Requested Action / Suggested Motions:** Pass a Motion ratifying the execution of the Participating Agreement between the City and the USDA Forest Service Lake Tahoe Basin Management Unit for the SEZ Enhancements Project (part of the Upper Bijou Park Creek Watershed Restoration Project).

**Responsible Staff Member:** Brianna Greenlaw, Senior Civil Engineer

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

**Attachments:**

01-Staff Report - USFS Agreement Ratification.docx
02-USFS Agreement (Executed).pdf
03-SEZ Enhancement City Property.pdf

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

## Meeting Date: March 24, 2026

**Title: Ratification of Participating Agreement with USFS for construction of the SEZ Enhancement Project, as part of the Upper Bijou Park Creek Watershed Restoration Project**

**Location:** Bijou Park Creek, from Ski Run Boulevard down to Tamarack Avenue

**Responsible Staff Members:** Brianna Greenlaw, Senior Civil Engineer

**Background:** 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 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 is currently focused on the large upper watershed area subject to historic flooding, development impacts in stream environment zones (SEZ), and water quality issues. The upper watershed project includes plans to restore SEZ and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe.

The Upper Bijou Park Creek Watershed Restoration Project contains several subprojects within the Bijou Park Creek watershed: Rockwood to Blackwood Drainage Improvements, SEZ Enhancement, Shirley to Whole Foods, Bijou School Frontage Drainage Improvements, Aloha Basin, Tamarack Culvert, Needle Peak Localized Treatment, Ski Run Diversion, and Osgood Basin Expansion. Due to funding limitations, each of the projects will be bid out and constructed as standalone projects. The U.S Forest Service (USFS) has been a cooperative partner on this project, funding the final design of the overall Upper Bijou Park Creek Watershed Restoration Project and a large portion of the construction of the Rockwood to Blackwood Drainage Improvements Project (Resolutions 2021-046 and 2022-066). The Rockwood to Blackwood Drainage Improvements and Aloha Basin Projects were implemented in the 2025 construction season. The USFS is planning to construct the SEZ Enhancement Project for the City and the City is planning to construct the Tamarack Culvert replacement in the 2026 construction season.

The SEZ Enhancement Project (Project) spans from the creek undercrossing of Ski Run Boulevard down to Tamarack Avenue. The Project is located primarily on USFS land between Pioneer Trail and Tamarack Avenue and to the east of Blackwood Road. The meadow is a functioning SEZ with floodplain areas that provide effective water quality treatment. Channel alterations and cross-valley berms installed many years ago alter the flow and redirect it in areas where the berm has degraded. Eliminating artificial reaches and enhancing and maintaining appropriately sized channels that are hydraulically connected to the floodplain will allow it to function properly and will reduce nuisance flooding at Blackwood Road. This Project will also include a new pedestrian bridge connection across USFS lands at Spruce Avenue/Blackwood Road where the heavily used community access path will have a proper bridge to enable residents to walk to the Bijou Community School from adjacent areas to the west when the creek is flowing at capacity.

Since the majority of the Project is on USFS land, Forest Service crews are best fit to construct and maintain the improvements that have been designed by the City's consultant. The USFS received a grant from Sierra Meadows Partnership to fund the USFS' needs to construct the SEZ Enhancement Project and the City

committed to constructing the Tamarack culvert replacement as a grant match (February 25, 2025 City Council Motion).

**Issue and Discussion:** The City and the US Forest Service are entering into a Participating Agreement (Agreement) to document the cooperation between the parties to implement the SEZ Enhancement Project. The Agreement states the mutual benefits and interests and outlines what each partner shall do. Part of the work for the Project is on City property (refer to Attachment 3). This agreement will allow the USFS to enter and complete the associated improvements on City property. Although the City's procurement policy does not require City Council authorization for agreements under $60,000, because this agreement is not a standard City agreement and utilizes the USFS standard participating agreement, the City Attorney advised that this should be authorized by City Council.

While preparing the agreement, USFS became aware that any participating agreements executed after February 13, 2026 would be subject to new mandatory federal clauses and additional review. While USFS staff were not able to provide what the new clauses might be, staff recommended the City Manager execute the agreement in order to ensure revisions to the standard participating agreement would not delay the project implementation. Staff is requesting that City Council ratify the Participating Agreement (Attachment 2) to allow for continued partnership with USFS and implementation of the SEZ Enhancement Project.

**Financial Implications:** As part of a standard USFS Participating Agreement, there must be a financial component. Since USFS and City staff will be working to implement the Project, there is a small staff time match of $1,500. Staff time will be tracked on this project to demonstrate that the number of hours worked on the project multiplied by the employee rate will meet this requirement. There are no other City funds to be expended as part of this Agreement.

**Environmental Considerations:** After completing all public noticing and review period required by relevant state laws, the Planning Commission adopted the CEQA Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020 (SCH # 202090564). Addendum No. 1 was completed April 23, 2024 to document minor changes for staging and access, and other minor adjustments to the footprint of the channel improvements and drainage designs. On May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration for the Project.

**Policy Implications:** Completing project improvements assists with advancing the City Council Strategic Priority, ***Protect the Natural Environment***, by implementing projects that help meet the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load (TMDL) program. Fulfilling mandated TMDL reduction goals will assist with maximizing residential housing allocations under TRPA Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation).

FS Agreement No. 26-PA-11051900-009

Cooperator Agreement No. _____

# PARTICIPATING AGREEMENT
## Between The
## CITY OF SOUTH LAKE TAHOE
## And The
## USDA, FOREST SERVICE
## LAKE TAHOE BASIN MANAGEMENT UNIT

This PARTICIPATING AGREEMENT is hereby entered into by and between the City of South Lake Tahoe, hereinafter referred to as "City," and the United States Department of Agriculture (USDA), Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment (Public Law 105-77, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: The Bijou Park Creek watershed is one of the most urbanized within the Lake Tahoe Basin, including encroachment of impervious coverage (buildings, parking lots, and roads) into historic stream environment zones (SEZs). The proposed project will enhance and restore SEZ and stream channel areas currently eroding, incising or otherwise impacted within the urbanized watershed.

In 1987, the U.S. Forest Service approved and contributed to the construction of soil stabilization, drainage and stream channel improvements in what was called the "Bijou/ Wildwood ECP" in partnership with the City. The U.S. Forest Service was included in the technical advisory committee, provided comments and attended all meetings in 1984-85, and provided written approval for construction of improvements on National Forest System (NFS) land in 1987 and in some cases built the improvements as shown on the construction bid plans from 1987. However, this work was not specifically approved under a Special Use Permit and has created uncertainty regarding roles and responsibility for maintaining these improvements, which have now fallen into significant disarray. The current situation results in community flooding, erosion and incision of stream channels, and flooding that overwhelms the South Tahoe Public Utility District (STPUD) sewer system.

The proposed project includes implementation of stream and meadow restoration activities to address these problems in the SEZ habitats within the project area, as shown in the attached map.

Title: Bijou Park Creek SEZ Enhancement Project Implementation

## I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to implement the Bijou Park Creek SEZ Enhancement Project in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.

The proposed project is focused on the construction of SEZ enhancements within Bijou Park Creek Watershed on the south shore of Lake Tahoe. The purpose of the project is to enhance SEZ and floodplain areas along Bijou Park Creek, including stream channel and riparian floodplain areas on NFS and City lands. The design plans and a CEQA and NEPA environmental review document have been completed. The next phase of the project is to obtain required permits for the SEZ restoration components of the project and complete construction of stream channel and floodplain enhancements within the project area.

## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This project is part of the Lake Tahoe Environmental Improvement Program and will contribute to attainment of Lake Tahoe Total Maximum Daily Load reduction goals. This and other projects like it are critical to local, regional and state planning efforts to help improve water quality and restore natural processes.

Direct benefits of the project include:

1) Improving the water quality of urban storm water runoff through infiltration and addressing non-point source pollution. This also enables recharge of groundwater through infiltration.
2) Addressing flood management issues by capturing and infiltrating runoff at the source. This approach gives the best opportunity to reduce the peak flow and volume of storm water runoff; and
3) Restoration of stream channel and riparian floodplain areas on Federal, State and City Lands and within the City right of way in the project area.

City Benefits:

This project addresses community flooding, erosion and incision of stream channels and flooding that overwhelms the South Tahoe Public Utility District (STPUD) sewer system.

U.S. Forest Service Benefits:

The Project improvements will enhance and restore Bijou Park Creek SEZ and stream channel areas currently eroding, incising or otherwise impacted on NFS lands within the urbanized portion of this watershed.

Answering Wyden Questions:

- The project achieves U.S. Forest Service objectives by addressing water quality improvement needs in an urbanized area in the South Shore area of Lake Tahoe. The planned watershed improvements will primarily benefit water quality from the urbanized

area of this watershed and treat stormwater and pollutants originating from the upper watershed, which is managed primarily by the U.S. Forest Service. These improvements are inextricable from one jurisdiction to another; therefore, Wyden Amendment authority is appropriate for this project construction.

- The implementation of this project will restore, protect, and enhance resources in the watershed by improving water quality, reducing soil erosion, and improving public lands.
- Implementation of the project will result in tangible and demonstrable benefits in the watershed by implementing actions to improve water quality conditions within the Bijou Park Creek watershed.
- The expenditure is in the public interest because the project provides improvements to stream channels and SEZs on NFS lands.

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

## III. The City SHALL:

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

B. Grant access to the U.S. Forest Service to City lands and City right of way as needed for restoration and staging work planned in the Bijou Park Creek Restoration areas. Improvements within the City's land include flood control berm installation along Blackwood Road and in an urban lot parcel to protect infrastructure from flooding, removing non-native fill material from the floodplain, and construction of floodplain roughness structures. Temporary construction access and staging activities within the City's ROW include areas depicted in the map in Figure 1 along Ski Run Blvd, Blackwood Rd, and Tamarack Rd.

## IV. THE U.S. FOREST SERVICE SHALL:

A. Comply with Best Management Practices and other Resource Protection Measures described in project NEPA/CEQA documentation and permits during implementation of SEZ and stream channel restoration actions.

B. Construct SEZ and stream channel restoration actions in accordance with the approved final design plans and technical specifications for the project.

C. Complete pre, during and post project monitoring described in permits and funding agreements for the Upper and Lower Bijou Park Creek restoration project.

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

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

**Principal Cooperator Contacts:**

| Cooperator Project Contact | Cooperator Financial Contact |
|---|---|
| Brianna Greenlaw<br>1740 D Street<br>South Lake Tahoe, CA 96150<br>Telephone: 530-542-6042<br>FAX: 530-541-3051<br>Email: bgreenlaw@cityofslt.us | Lori Marino<br>1901 Airport Rd., Suite 210<br>South Lake Tahoe, CA 96150<br>Telephone: 530-542-7410<br>FAX: 530-542-6041<br>Email: lmarino@cityofslt.us |

**Principal U.S. Forest Service Contacts:**

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|---|---|
| Theresa Cody<br>35 College Drive<br>South Lake Tahoe, CA 96150<br>Telephone: 530-545-2057<br>FAX: 530-543-2693<br>Email: Theresa.cody@usda.gov | Stephanie Coppeto<br>35 College Drive<br>South Lake Tahoe, CA 96150<br>Telephone: 530-545-2057<br>FAX: 530-543-2646<br>Email: Stephanie.Coppeto@usda.gov |

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

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

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

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

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

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

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

F. NONDISCRIMINATION. The recipient/cooperator of this award must comply with all applicable Federal anti-discrimination laws and regulations. For more information about USDA Civil Rights requirements, please visit https://www.usda.gov/about-usda/general-information/staff-offices/office-assistant-secretary-civil-rights

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

H. PAID SICK LEAVE REQUIREMENTS. Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

I. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The City shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and

updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

J. STANDARDS FOR FINANCIAL MANAGEMENT.

**1. Financial Reporting**

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

**2. Accounting Records**

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

**3. Internal Control**

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

**4. Source Documentation**

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

K. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination The City shall close out the agreement.

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

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

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

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

Performance reports must contain information on the following:

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

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

- Additional pertinent information.

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

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

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

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

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

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

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

P. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Lake Tahoe Basin Management Unit of the U.S. Forest Service, U.S. Department of Agriculture"
The City may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The City is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

Q. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the cooperator on completion of the project, if appropriate.

R. FUNDING. Federal funding under this agreement is not available for reimbursement of the City's purchase of equipment. Equipment is defined as having a fair market value of $10,000 or more per unit and a useful life of over one year.

S. PROPERTY IMPROVEMENTS. Improvements placed by the City on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the City to

any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

T. GOVERNMENT-FURNISHED PROPERTY. The City may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The City shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Liability for Government Property.*

1. Unless otherwise provided for in the agreement, the City shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:

   a. The risk is covered by insurance or the City is/are otherwise reimbursed (to the extent of such insurance or reimbursement).

   b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the City's managerial personnel. The City's managerial personnel, in this provision, means the City's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the City's business; all or substantially all of the City's operation at any one plant or separate location; or a separate and complete major industrial operation.

2. The City shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The City shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. The City shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

4. Upon the request of the Grants Management Specialist, the City shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

U. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.

V. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS. Any employee or volunteer of the cooperator who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is responsible for providing sawyer training, evaluation, and certification for the cooperator's employees and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees and volunteers. Cooperator employees and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.

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

X. NONDISCRIMINATION STATEMENT -PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL – In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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

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

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

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

4. Withhold further awards for the program, or

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

Z. U.S. FOREST SERVICE PARTNERSHIP AGREEMENT TERMINATION. This agreement may be terminated, in part or in its entirety, under any of the following circumstances:

1. If the Cooperator/Recipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal agreement. Examples of terms and conditions of this agreement for which failure to comply may result in termination include:

- SAM.gov: The Recipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds.
- Failure to Report: If financial and performance reports are not submitted timely, according to the terms and schedules outlined in this agreement, this agreement may be terminated and the remaining funds de-obligated.

2. With the mutual consent of the Recipient.
3. For the convenience of the U.S. Forest Service, with 30 days written notification to the Recipient.
4. With 30 days written notification by the Recipient to the U.S. Forest Service, provided that such notification sets forth the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated.
    - In the event of partial termination by the Recipient, if the U.S. Forest Service determines that the remaining portion of this agreement will not accomplish the purposes for which it was made, the U.S. Forest Service may terminate this agreement in its entirety effective on the date provided in the original notice.
    - In the event of full or partial termination by the Recipient, including full termination by the U.S. Forest Service due to the determination referenced in the preceding sub-provision, the U.S. Forest Service may establish a replacement agreement to accomplish similar work as that which has been identified for termination. The Recipient shall be liable to the Government for excess costs incurred as a result of the replacement agreement, as identified by the U.S. Forest Service Grants Management Specialist.
5. If this agreement is funded by an interagency agreement that is terminated in whole or in part, by the funding Federal agency, the U.S. Forest Service will provide to the Cooperator/Recipient written notice of such termination, which will identify the effective date and, in the case of partial termination, the portion to be terminated.

The Recipient shall not incur any new expenses for the terminated portion of this agreement after the effective date of the termination unless such expenses are expressly authorized in the notice of termination or subsequently. The Recipient shall cancel or discontinue as many outstanding expenses as possible. The U.S. Forest Service shall compensate the Recipient for the U.S. Forest Service share of expenses that cannot be cancelled, were properly incurred by the Recipient up to the effective date of the termination and were not incurred in anticipation of termination. The U.S. Forest Service shall not compensate the Recipient for any expenses continuing after termination due to the negligent or willful failure of the Recipient to immediately discontinue the expenses.

The following Terms will apply to any termination:

- Any unobligated balance of cash advanced to the Recipient or unexpended program income must be immediately refunded to the U.S. Forest Service, including any interest earned.
- Within a maximum of 120 days following the date of termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Recipient. If the reports are not received within 120 days, the U.S. Forest Service will unilaterally close out the award and process the de-obligation of funds without further communication.

When the U.S. Forest Service terminates the agreement prior to the end of the period of performance due to the Recipient's material failure to comply with the terms and conditions of the Federal award, the U.S. Forest Service shall report the termination in SAM.gov.

All subawards and contracts under this award with a total cumulative value in excess of $10,000 must address termination for cause and for convenience by the Recipient, including the manner by which it will be affected and the basis for settlement.

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

BB. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

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

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law

enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

DD. COPYRIGHTING. The City is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:
1. The copyright in any work developed by the City under this agreement.
2. Any right of copyright to which the City purchase(s) ownership with any federal contributions.

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

FF. COMMENCEMENT/EXPIRATION DATE. **This agreement is executed as of the date of the last signature and is effective through February 11, 2031 at which time it will expire.** The expiration date is the final date for completion of all work activities under this agreement.

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

Joseph Irvin (Feb 13, 2026 12:16:22 PST) Feb 13, 2026

JOE IRVIN, City Manager — Date
City of South Lake Tahoe

ROSALIE HERRERA
Digitally signed by ROSALIE HERRERA
Date: 2026.02.13 12:47:00 -08'00'

ROSALIE HERREA, Acting Forest Supervisor — Date
U.S. Forest Service, Lake Tahoe Basin Management Unit

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

DARIUS PARKS
Digitally signed by DARIUS PARKS
Date: 2026.02.12 10:19:57 -08'00'

DARIUS PARKS, Grants Management Specialist — Date
U.S. Forest Service, Pacific Southwest Region

Burden Statement

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

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

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

Attachment:

USFS Agreement No.: 26-PA-11051900-009
Cooperator Agreement No.:

Mod. No.:

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

**Agreements Financial Plan (Short Form)**

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

| | FOREST SERVICE CONTRIBUTIONS | | COOPERATOR CONTRIBUTIONS | | |
|---|---|---|---|---|---|
| COST ELEMENTS | (a) Noncash | (b) Cash to Cooperator | (c) Noncash | (d) In-Kind | (e) Total |
| Direct Costs | | | | | |
| Salaries/Labor | $6,000.00 | $0.00 | $1,500.00 | $0.00 | $7,500.00 |
| Travel | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Supplies/Materials | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Printing | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Other | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Other | | | | | $0.00 |
| Subtotal | $6,000.00 | $0.00 | $1,500.00 | $0.00 | $7,500.00 |
| Coop Indirect Costs | | $0.00 | $0.00 | | $0.00 |
| FS Overhead Costs | $0.00 | | | | $0.00 |
| Total | $6,000.00 | $0.00 | $1,500.00 | $0.00 | |
| **Total Project Value:** | | | | | $7,500.00 |

| Matching Costs Determination | |
|---|---|
| Total Forest Service Share = (a+b) ÷ (e) = (f) | (f) 80.00% |
| Total Cooperator Share (c+d) ÷ (e) = (g) | (g) 20.00% |
| Total (f+g) = (h) | (h) 100.00% |

WORKSHEET FOR

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

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

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

## Salaries/Labor

**Standard Calculation**

| Job Description | | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| Hydrologist/Project Manager | | $500.00 | 12.00 | | $6,000.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Salaries/Labor** | **$6,000.00** |

## Travel

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Travel** | **$0.00** |

## Equipment

**Standard Calculation**

| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Equipment** | **$0.00** |

## Supplies/Materials

**Standard Calculation**

| Supplies/Materials | | # of Items | Cost/Item | Total |
|---|---|---|---|---|
| | | | | $0.00 |
| | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Supplies/Materials** | **$0.00** |

## Printing

**Standard Calculation**

| Paper Material | | # of Units | Cost/Unit | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Printing** | **$0.00** |

## Other Expenses

**Standard Calculation**

| Item | | # of Units | Cost/Unit | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Other** | **$0.00** |

| | |
|---|---|
| **Subtotal Direct Costs** | $6,000.00 |

## Forest Service Overhead Costs

| Current Overhead Rate | Subtotal Direct Costs | | | Total |
|---|---|---|---|---|
| | $6,000.00 | | | $0.00 |
| **Total FS Overhead Costs** | | | | **$0.00** |

| | |
|---|---|
| **TOTAL COST** | **$6,000.00** |

**WORKSHEET FOR**

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

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

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

### Salaries/Labor

**Standard Calculation**

| Job Description | | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Salaries/Labor** | **$0.00** |

### Travel

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Travel** | **$0.00** |

### Equipment

**Standard Calculation**

| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Equipment** | **$0.00** |

### Supplies/Materials

**Standard Calculation**

| Supplies/Materials | | # of Items | Cost/Item | Total |
|---|---|---|---|---|
| | | | | $0.00 |
| | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Supplies/Materials** | **$0.00** |

### Printing

**Standard Calculation**

| Paper Material | | # of Units | Cost/Unit | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| | $0.00 |
| **Total Printing** | **$0.00** |

### Other Expenses

**Standard Calculation**

| Item | | # of Units | Cost/Unit | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Other** | **$0.00** |

| | |
|---|---|
| **Subtotal Direct Costs** | $0.00 |

### Cooperator Indirect Costs

| Current Overhead Rate | Subtotal Direct Costs | | | Total |
|---|---|---|---|---|
| | $0.00 | | | $0.00 |
| **Total Coop. Indirect Costs** | | | | **$0.00** |

| | |
|---|---|
| **TOTAL COST** | **$0.00** |

## WORKSHEET FOR

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

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

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

### Salaries/Labor

**Standard Calculation**

| Job Description | | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| Senior Civil Engineer | | $97.85 | 15.33 | | $1,500.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Salaries/Labor** | **$1,500.00** |

### Travel

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Travel** | **$0.00** |

### Equipment

**Standard Calculation**

| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Equipment** | **$0.00** |

### Supplies/Materials

**Standard Calculation**

| Supplies/Materials | | # of Items | Cost/Item | Total |
|---|---|---|---|---|
| | | | | $0.00 |
| | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Supplies/Materials** | **$0.00** |

### Printing

**Standard Calculation**

| Paper Material | | # of Units | Cost/Unit | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| | $0.00 |
| **Total Printing** | **$0.00** |

### Other Expenses

**Standard Calculation**

| Item | | # of Units | Cost/Unit | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Other** | **$0.00** |

| | |
|---|---|
| **Subtotal Direct Costs** | **$1,500.00** |

### Cooperator Indirect Costs

| Current Overhead Rate | Subtotal Direct Costs | | | Total |
|---|---|---|---|---|
| | $1,500.00 | | | $0.00 |
| **Total Coop. Indirect Costs** | | | | **$0.00** |

| | |
|---|---|
| **TOTAL COST** | **$1,500.00** |

## WORKSHEET FOR

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

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

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

### Salaries/Labor

**Standard Calculation**

| Job Description | | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Salaries/Labor** | **$0.00** |

### Travel

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Travel** | **$0.00** |

### Equipment

**Standard Calculation**

| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Equipment** | **$0.00** |

### Supplies/Materials

**Standard Calculation**

| Supplies/Materials | | # of Items | Cost/Item | Total |
|---|---|---|---|---|
| | | | | $0.00 |
| | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Supplies/Materials** | **$0.00** |

### Printing

**Standard Calculation**

| Paper Material | | # of Units | Cost/Unit | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Printing** | **$0.00** |

### Other Expenses

**Standard Calculation**

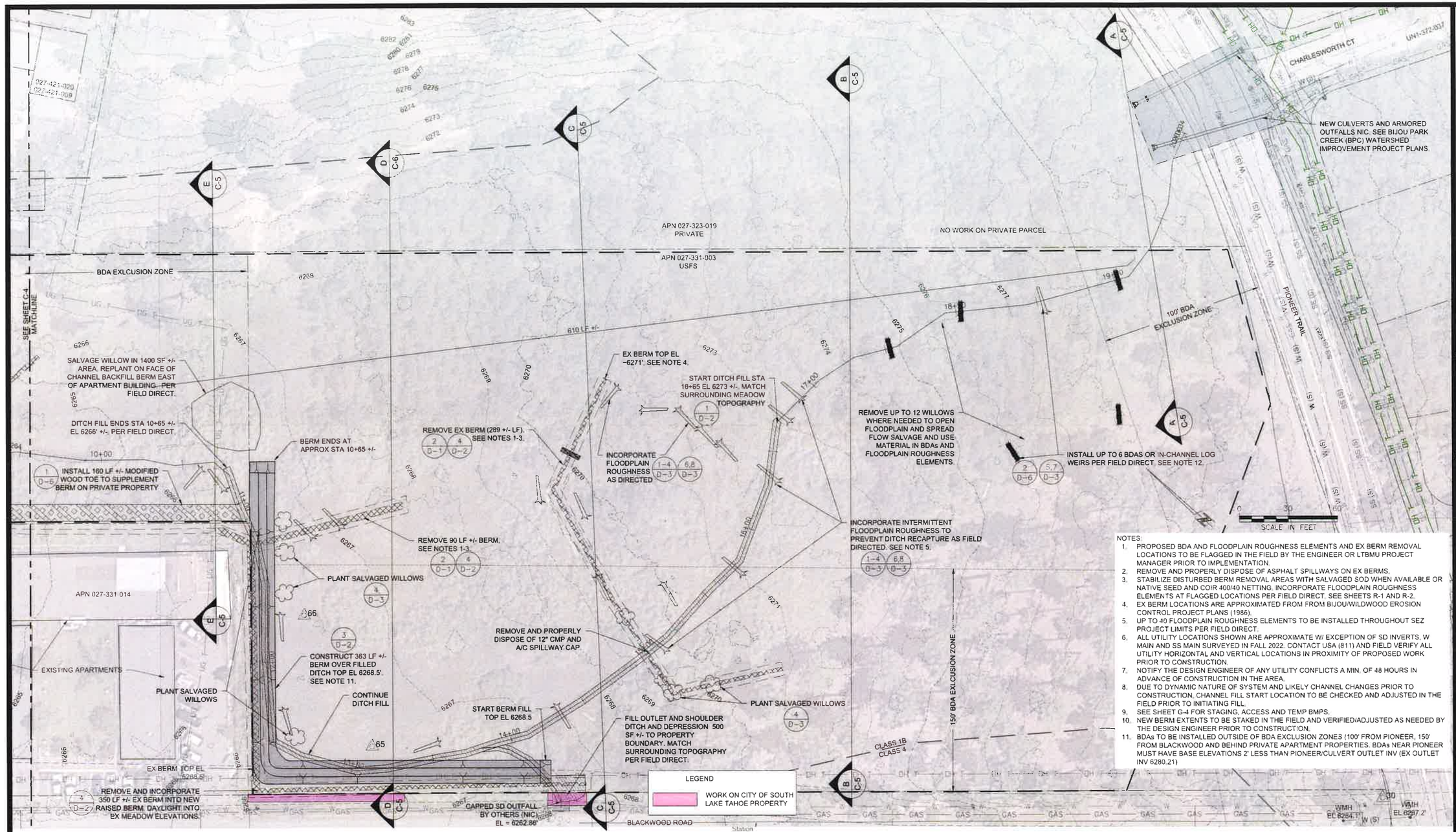
| Item | | # of Units | Cost/Unit | | Total |
|---|---|---|---|---|---|
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Other** | **$0.00** |

| | |
|---|---|
| **Subtotal Direct Costs** | $0.00 |

| | |
|---|---|
| **TOTAL COST** | **$0.00** |




FOREST SERVICE U.S. DEPARTMENT OF AGRICULTURE

CITY OF SOUTH LAKE TAHOE

WILDSCAPE ENGINEERING

1901 Lake Tahoe Blvd., Suite 118
South Lake Tahoe, CA 96150
www.wildscape-engineering.com

BIJOU PARK CREEK WATERSHED IMPROVEMENT PROJECT

**LOWER BIJOU PARK CREEK PLAN AND PROFILE**

| REV. | DATE | DESCRIPTION |
|---|---|---|

DESIGNED/DRAWN
CB/JA

CHECKED
CB/DT

DATE
11/20/2025

SCALE
AS INDICATED

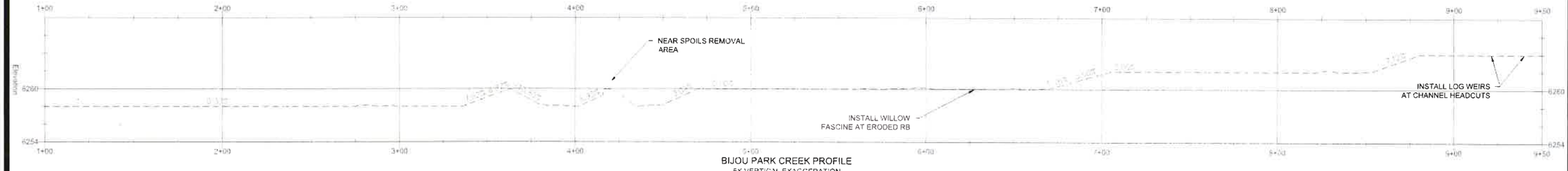
PROJECT NUMBER
XXXXX

SHEET
C – 3

APN 027-321-001
APN 027-321-002
APN 027-322-001
APN 027-322-018
APN 027-331-004 CITY OF SLT
APN 027-331-017 USFS
027-421-010 027-421-011 027-421-021 027-421-022
BDA EXCLUSION ZONE
MATCH LINE SEE SHEET C-3
NEW (NIC) USFS TRAIL
INCORPORATE FLOODPLAIN ROUGHNESS AS DIRECTED BY THE DESIGN ENGINEER OR LTBMU MANAGER (1-8 D-3)
LOWER 1900 SF +/- EX SPOILS AREA TO 6260' EL AND USE MATERIAL FOR DEPRESSION AND CHANNEL BACKFILL
INSTALL WILLOW FASCINE ALONG LENGTH OF RB EROSION PER FIELD DIRECT
REMOVE 115 LF +/- EX BERM TOP EL 6266', SEE NOTES 1-4. (2 D-1) (6 D-3) (4 D-2)
INSTALL 2 LOG WEIRS PER FIELD DIRECT AT EX HEADCUTS (D-9)
CONSTRUCT 167 LF +/- LOW RELIEF BERM TO PREVENT 100-YR FLOOD FLOWS FROM REACHING PRIVATE PARCEL (6 D-2)
BACKFILL ~450 SF EX DEPRESSION. INSTALL ROUGHNESS ELEMENTS TO REDIRECT FLOW TO MAIN CHANNEL.
INSTALL ROUGHNESS ELEMENTS TO REDIRECT FLOOD FLOWS AS DIRECTED BY THE DESIGN ENGINEER OR LTBMU PROJECT MANAGER. SEE NOTE 4. (1-4 D-3) (6,8 D-3)
OUTFALL SWALE TO BE DONE BY OTHERS (NIC). SEE ROCKWOOD TO BLACKWOOD PLANS.
APN 027-331-011 PRIVATE
APN 027-331-010 PRIVATE
APN 027-331-020 PRIVATE
APN 027-331-018 USFS
APN 027-331-019 PRIVATE
APN 027-331-015 CITY OF SLT
NIC
SSMH EL 6262.1'
BLACKWOOD ROAD
SCALE IN FEET
Station

LEGEND
WORK ON CITY OF SOUTH LAKE TAHOE PROPERTY

NOTES:
1. EX BERM REMOVAL LOCATIONS TO BE MARKED IN THE FIELD BY THE ENGINEER OR LTBMU PROJECT MANAGER.
2. REMOVE AND PROPERLY DISPOSE OF ASPHALT SPILLWAYS ON EX BERMS.
3. STABILIZE DISTURBED BERM AREAS WITH SALVAGED SOD WHEN AVAILABLE OR NATIVE SEED AND BIODEGRADABLE NETTING. INCORPORATE FLOODPLAIN ROUGHNESS ELEMENTS PER FIELD DIRECT. SEE SHEETS R-1 AND R-2.
4. EX BERM LOCATIONS TAKEN FROM BIJOU/WILDWOOD EROSION CONTROL PROJECT PLANS (1986)
5. UP TO 20 FLOODPLAIN ROUGHNESS ELEMENTS TO BE INSTALLED THROUGHOUT SEZ PROJECT LIMITS SHOWN ON THIS SHEET PER FIELD DIRECT.
6. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE W/ EXCEPTION OF SD INVERTS, W MAIN AND SS MAIN SURVEYED IN FALL 2022. CONTACT USA (811) AND FIELD VERIFY ALL UTILITY HORIZONTAL AND VERTICAL LOCATIONS IN PROXIMITY OF PROPOSED WORK PRIOR TO CONSTRUCTION.
7. NOTIFY THE ENGINEER OF ANY UTILITY CONFLICTS A MIN. OF 48 HOURS IN ADVANCE OF CONSTRUCTION IN THE AREA.
8. SEE SHEET G-5 FOR STAGING, ACCESS, AND TEMP BMPs.
9. NEW BERM EXTENTS TO BE STAKED IN THE FIELD AND VERIFIED/ADJUSTED AS NEEDED BY THE DESIGN ENGINEER PRIOR TO CONSTRUCTION.
10. BDAs TO BE INSTALLED OUTSIDE OF BDA EXCLUSION ZONES (100' FROM PIONEER, 150' FROM BLACKWOOD AND BEHIND PRIVATE APARTMENT PROPERTIES. BDAs NEAR PIONEER MUST HAVE BASE ELEVATIONS 2' LESS THAN PIONEER/CULVERT OUTLET INV (EX OUTLET INV 6280.21)




BIJOU PARK CREEK PROFILE
5X VERTICAL EXAGGERATION

FOREST SERVICE U.S. DEPARTMENT OF AGRICULTURE
CITY OF SOUTH LAKE TAHOE
WILDSCAPE ENGINEERING
1901 Lisa Maloff Way, Suite 108
South Lake Tahoe, CA 96150
www.wildscape-engineering.com

BIJOU PARK CREEK WATERSHED IMPROVEMENT PROJECT

**LOWER BIJOU PARK CREEK PLAN AND PROFILE**

| REV | DATE | DESCRIPTION |
|---|---|---|

DESIGNED/DRAWN CB/JA
CHECKED CB/DT
DATE 11/19/2025
SCALE AS INDICATED
PROJECT NUMBER XXXXX
SHEET C — 4
9 OF 19





2/9/26

# 26-PA-11051900-009 full package dp

Final Audit Report 2026-02-13

| | |
|---|---|
| Created: | 2026-02-13 |
| By: | Brianna Greenlaw (bgreenlaw@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA6gR6cwGpTzeT2W3zE19CcPT1QI-YuV9o |

## "26-PA-11051900-009 full package dp" History

Document digitally presigned by DARIUS PARKS (Darius.Parks@usda.gov)
2026-02-12 - 6:19:57 PM GMT

Document created by Brianna Greenlaw (bgreenlaw@cityofslt.gov)
2026-02-13 - 7:15:05 PM GMT

Document emailed to Joseph Irvin (jirvin@cityofslt.gov) for signature
2026-02-13 - 7:17:02 PM GMT

Email viewed by Joseph Irvin (jirvin@cityofslt.gov)
2026-02-13 - 8:15:54 PM GMT

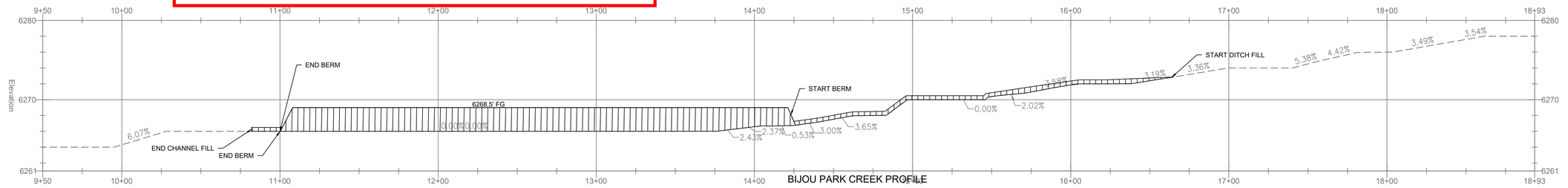
Document e-signed by Joseph Irvin (jirvin@cityofslt.gov)
Signature Date: 2026-02-13 - 8:16:22 PM GMT - Time Source: server

Agreement completed.
2026-02-13 - 8:16:22 PM GMT

APN 027-421-020
APN 027-421-009
APN 027-323-019
PRIVATE
APN 027-331-003
USFS
APN 027-331-014
NO WORK ON PRIVATE PARCEL
SEE SHEET C-4 MATCHLINE
BDA EXLCUSION ZONE
610 LF +/-
100' BDA EXCLUSION ZONE
150' BDA EXLCUSION ZONE
CHARLESWORTH CT
PIONEER TRAIL
BLACKWOOD ROAD
EXISTING APARTMENTS
CLASS 1B
CLASS 4
SALVAGE WILLOW IN 1400 SF +/- AREA. REPLANT ON FACE OF CHANNEL BACKFILL BERM EAST OF APARTMENT BUILDING. PER FIELD DIRECT.
DITCH FILL ENDS STA 10+65 +/- EL 6266' +/-. PER FIELD DIRECT.
BERM ENDS AT APPROX STA 10+65 +/-
1 D–6 INSTALL 160 LF +/- MODIFIED WOOD TOE TO SUPPLEMENT BERM ON PRIVATE PROPERTY
EX BERM TOP EL ~6271'. SEE NOTE 4.
START DITCH FILL STA 16+65 EL 6273 +/-. MATCH SURROUNDING MEADOW TOPOGRAPHY
1 D–2
REMOVE EX BERM (289 +/- LF) 2 D–1 4 D–2 SEE NOTES 1-3.
INCORPORATE FLOODPLAIN ROUGHNESS AS DIRECTED 1–4 D–3 6,8 D–3
REMOVE UP TO 12 WILLOWS WHERE NEEDED TO OPEN FLOODPLAIN AND SPREAD FLOW SALVAGE AND USE MATERIAL IN BDAs AND FLOODPLAIN ROUGHNESS ELEMENTS.
2 D–6 5,7 D–3 INSTALL UP TO 6 BDAS OR IN-CHANNEL LOG WEIRS PER FIELD DIRECT. SEE NOTE 12.
NEW CULVERTS AND ARMORED OUTFALLS NIC. SEE BIJOU PARK CREEK (BPC) WATERSHED IMPROVEMENT PROJECT PLANS.
REMOVE 90 LF +/- BERM. 2 D–1 4 D–2 SEE NOTES 1-3.
PLANT SALVAGED WILLOWS 4 D–3
INCORPORATE INTERMITTENT FLOODPLAIN ROUGHNESS TO PREVENT DITCH RECAPTURE AS FIELD DIRECTED. SEE NOTE 5. 1–4 D–3 6,8 D–3
REMOVE AND PROPERLY DISPOSE OF 12" CMP AND A/C SPILLWAY CAP.
3 D–2 CONSTRUCT 363 LF +/- BERM OVER FILLED DITCH TOP EL 6268.5'. SEE NOTE 11.
CONTINUE DITCH FILL
START BERM FILL TOP EL 6268.5
FILL OUTLET AND SHOULDER DITCH AND DEPRESSION 500 SF +/- TO PROPERTY BOUNDARY. MATCH SURROUNDING TOPOGRAPHY PER FIELD DIRECT.
PLANT SALVAGED WILLOWS 4 D–3
EX BERM TOP EL 6268.5'
4 D–2 REMOVE AND INCORPORATE 350 LF +/- EX BERM INTO NEW RAISED BERM. DAYLIGHT INTO EX MEADOW ELEVATIONS.
CAPPED SD OUTFALL BY OTHERS (NIC) EL = 6262.86'
WMH EL 6284.17'
WMH EL 6267.2'
SCALE IN FEET
0 30 60

LEGEND
WORK ON CITY OF SOUTH LAKE TAHOE PROPERTY

NOTES:
1. PROPOSED BDA AND FLOODPLAIN ROUGHNESS ELEMENTS AND EX BERM REMOVAL LOCATIONS TO BE FLAGGED IN THE FIELD BY THE ENGINEER OR LTBMU PROJECT MANAGER PRIOR TO IMPLEMENTATION.
2. REMOVE AND PROPERLY DISPOSE OF ASPHALT SPILLWAYS ON EX BERMS.
3. STABILIZE DISTURBED BERM REMOVAL AREAS WITH SALVAGED SOD WHEN AVAILABLE OR NATIVE SEED AND COIR 400/40 NETTING. INCORPORATE FLOODPLAIN ROUGHNESS ELEMENTS AT FLAGGED LOCATIONS PER FIELD DIRECT. SEE SHEETS R-1 AND R-2.
4. EX BERM LOCATIONS ARE APPROXIMATED FROM FROM BIJOU/WILDWOOD EROSION CONTROL PROJECT PLANS (1986).
5. UP TO 40 FLOODPLAIN ROUGHNESS ELEMENTS TO BE INSTALLED THROUGHOUT SEZ PROJECT LIMITS PER FIELD DIRECT.
6. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE W/ EXCEPTION OF SD INVERTS, W MAIN AND SS MAIN SURVEYED IN FALL 2022. CONTACT USA (811) AND FIELD VERIFY ALL UTILITY HORIZONTAL AND VERTICAL LOCATIONS IN PROXIMITY OF PROPOSED WORK PRIOR TO CONSTRUCTION.
7. NOTIFY THE DESIGN ENGINEER OF ANY UTILITY CONFLICTS A MIN. OF 48 HOURS IN ADVANCE OF CONSTRUCTION IN THE AREA.
8. DUE TO DYNAMIC NATURE OF SYSTEM AND LIKELY CHANNEL CHANGES PRIOR TO CONSTRUCTION, CHANNEL FILL START LOCATION TO BE CHECKED AND ADJUSTED IN THE FIELD PRIOR TO INITIATING FILL.
9. SEE SHEET G-4 FOR STAGING, ACCESS AND TEMP BMPS.
10. NEW BERM EXTENTS TO BE STAKED IN THE FIELD AND VERIFIED/ADJUSTED AS NEEDED BY THE DESIGN ENGINEER PRIOR TO CONSTRUCTION.
11. BDAs TO BE INSTALLED OUTSIDE OF BDA EXCLUSION ZONES (100' FROM PIONEER, 150' FROM BLACKWOOD AND BEHIND PRIVATE APARTMENT PROPERTIES. BDAs NEAR PIONEER MUST HAVE BASE ELEVATIONS 2' LESS THAN PIONEER/CULVERT OUTLET INV (EX OUTLET INV 6280.21)




BIJOU PARK CREEK PROFILE
5X VERTICAL EXAGGERATION

FOREST SERVICE U.S. DEPARTMENT OF AGRICULTURE
CITY OF SOUTH LAKE TAHOE
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South Lake Tahoe, CA 96150
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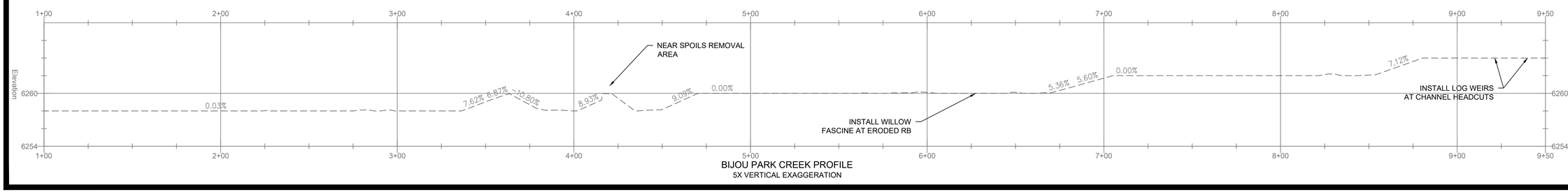
# BIJOU PARK CREEK WATERSHED IMPROVEMENT PROJECT
# LOWER BIJOU PARK CREEK PLAN AND PROFILE

| REV. | DATE | DESCRIPTION |
|---|---|---|

DESIGNED/DRAWN CB/JA
CHECKED CB/DT
DATE 11/20/2025
SCALE AS INDICATED
PROJECT NUMBER XXXXX
SHEET C – 3
8 OF 19

APN 027-321-001
APN 027-321-002
APN 027-322-001
APN 027-322-018
APN 027-331-004
CITY OF SLT
APN 027-331-017
USFS
027-421-010
027-421-021
027-421-011
027-421-022
BDA EXCLUSION ZONE
MATCHLINE
SEE SHEET C-3
NEW (NIC) USFS TRAIL
INSTALL WILLOW FASCINE
ALONG LENGTH OF RB
EROSION PER FIELD DIRECT.
REMOVE 115 LF +/- EX BERM
TOP EL 6266'. SEE NOTES 1-4.
2 D-1
6 D-3
4 D-2
INSTALL 2 LOG WEIRS
PER FIELD DIRECT
AT EX HEADCUTS
2 D-6
INCORPORATE
FLOODPLAIN ROUGHNESS
AS DIRECTED BY THE
DESIGN ENGINEER OR
LTBMU MANAGER
1-8 D-3
LOWER 1900 SF +/- EX SPOILS
AREA TO 6260' EL AND USE
MATERIAL FOR DEPRESSION AND
CHANNEL BACKFILL
CONSTRUCT 167 LF +/-
LOW RELIEF BERM TO
PREVENT 100-YR FLOOD
FLOWS FROM REACHING
PRIVATE PARCEL
6 D-2
APN 027-331-011
PRIVATE
APN 027-331-010
PRIVATE
APN 027-331-020
PRIVATE
APN 027-331-018
USFS
APN 027-331-019
PRIVATE
APN 027-331-015
CITY OF SLT
BACKFILL ~450 SF EX DEPRESSION. INSTALL
ROUGHNESS ELEMENTS TO REDIRECT FLOW
TO MAIN CHANNEL.
INSTALL ROUGHNESS
ELEMENTS TO REDIRECT
FLOOD FLOWS AS DIRECTED
BY THE DESIGN ENGINEER
OR LTBMU PROJECT
MANAGER. SEE NOTE 4.
1-4 D-3
6,8 D-3
OUTFALL SWALE TO BE
DONE BY OTHERS (NIC).
SEE ROCKWOOD TO
BLACKWOOD PLANS.
LEGEND
WORK ON CITY OF SOUTH
LAKE TAHOE PROPERTY
SSMH
EL 6262.1'
BLACKWOOD ROAD
SCALE IN FEET
0 30 60
Station

NOTES:
1. EX BERM REMOVAL LOCATIONS TO BE MARKED IN THE FIELD BY THE ENGINEER OR LTBMU PROJECT MANAGER.
2. REMOVE AND PROPERLY DISPOSE OF ASPHALT SPILLWAYS ON EX BERMS.
3. STABILIZE DISTURBED BERM AREAS WITH SALVAGED SOD WHEN AVAILABLE OR NATIVE SEED AND BIODEGRADABLE NETTING. INCORPORATE FLOODPLAIN ROUGHNESS ELEMENTS PER FIELD DIRECT. SEE SHEETS R-1 AND R-2.
4. EX BERM LOCATIONS TAKEN FROM BIJOU/WILDWOOD EROSION CONTROL PROJECT PLANS (1986)
5. UP TO 20 FLOODPLAIN ROUGHNESS ELEMENTS TO BE INSTALLED THROUGHOUT SEZ PROJECT LIMITS SHOWN ON THIS SHEET PER FIELD DIRECT.
6. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE W/ EXCEPTION OF SD INVERTS, W MAIN AND SS MAIN SURVEYED IN FALL 2022. CONTACT USA (811) AND FIELD VERIFY ALL UTILITY HORIZONTAL AND VERTICAL LOCATIONS IN PROXIMITY OF PROPOSED WORK PRIOR TO CONSTRUCTION.
7. NOTIFY THE ENGINEER OF ANY UTILITY CONFLICTS A MIN. OF 48 HOURS IN ADVANCE OF CONSTRUCTION IN THE AREA.
8. SEE SHEET G-5 FOR STAGING, ACCESS, AND TEMP BMPs.
9. NEW BERM EXTENTS TO BE STAKED IN THE FIELD AND VERIFIED/ADJUSTED AS NEEDED BY THE DESIGN ENGINEER PRIOR TO CONSTRUCTION.
10. BDAs TO BE INSTALLED OUTSIDE OF BDA EXCLUSION ZONES (100' FROM PIONEER, 150' FROM BLACKWOOD AND BEHIND PRIVATE APARTMENT PROPERTIES. BDAs NEAR PIONEER MUST HAVE BASE ELEVATIONS 2' LESS THAN PIONEER/CULVERT OUTLET INV (EX OUTLET INV 6280.21)




BIJOU PARK CREEK PROFILE
5X VERTICAL EXAGGERATION

FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE

CITY OF SOUTH LAKE TAHOE

WILDSCAPE ENGINEERING
1901 Lisa Maloff Way, Suite 108
South Lake Tahoe, CA 96150
www.wildscape-engineering.com

BIJOU PARK CREEK WATERSHED IMPROVEMENT PROJECT

LOWER BIJOU PARK CREEK PLAN AND PROFILE

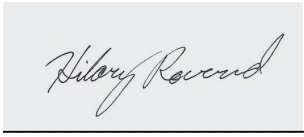
| REV. | DATE | DESCRIPTION |
|---|---|---|

DESIGNED/DRAWN
CB/JA
CHECKED
CB/DT
DATE
11/19/2025
SCALE
AS INDICATED
PROJECT NUMBER
XXXXX
SHEET
C — 4
9 OF 19

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**5

**Agenda Item:**

Amendment No. 8 to Agreement with Jviation (Woolpert) for Engineering Services and Construction Management for Runway 18/36 Pavement Preservation Project

**Executive Summary:** On February 10th, 2026, the Airport received authorization to apply for a FAA grant in the amount of $250,000 for this project. On March 10th, 2026, the Airport received authorization to apply for an additional FAA grant in amount of $50,000 for the Runway 18/36 Pavement Preservation Project, for the total of $300,000. The Engineerâ€™s Estimate of probable construction cost for the pavement maintenance is $495,000. The goal of the Runway 18/36 Pavement Preservation Project is to provide preventative maintenance for the asphalt pavement on Runway 18/36, and the runway blast pads. The proposed periodic maintenance will mitigate pavement cracking and provide a surface treatment resistant to UV rays, water and oxidation, and improve the safe and operational condition of the airport runway. 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 Runway 18/36 Pavement Preservation project to ensure compliance with all City of South Lake Tahoe requirements. This design project will be 100% locally funded. The request for $128,583.00 with additional 10% contingency of $12,858.30 in engineering fees would be funded from the airport available fund balance in account 501-80052-48020. No general funds will be used for this project.

**Requested Action / Suggested Motions:** Pass a Resolution: (1) authorizing and directing the Mayor to execute Amendment No. 8 to Master Professional Services Agreement with Jviation (Woolpert) in an amount not to exceed $128,583.00 00; and (2) appropriating from Airport funds $128,583.00 with an additional 10% contingency of $12,858.30 for engineering services and construction management for Runway 18/36 Pavement Preservation Project.

**Responsible Staff Member:** Milan Jevic, Airport Maintenance Supervisor

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

**Attachments:**

01 - Staff Report - Amendment 8 - Jviation Runway 18-36
02 - Resolution - Jviation Amendment - 8 Runway 18-36
03 - TVL AIP 054 Amendment No. 8 Runway 18-36
04 - Original Contract

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

## Meeting Date: March 24, 2026

**Title: Amendment 8 to Professional Services Agreement with Jviation (Woolpert) for Runway 18/36 Pavement Preservation**

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

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

**Background:** This project shall consist of asphalt pavement maintenance on Runway 18/36, and the runway blast pads. The proposed maintenance for these asphalt pavement areas includes the routing and filling of cracks greater than ¼" inch in width with crack sealant, application of an asphalt-based surface treatment, and application of pavement markings. The proposed periodic maintenance will mitigate pavement cracking and provide a surface treatment resistant to UV rays, water and oxidation.

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

The City issued an RFQ and selected Jviation (Woolpert) from two submitted proposals. PSA was awarded by City Council on June 21, 2022, for the five year Master Agreement with Jviation. This agreement expires on June 20, 2027.

**Issue and Discussion:** The Airport plans to issue an amendment to Jviation (Woolpert) for professional services, including the design, bidding, and construction management for the Runway 18/36 Pavement Preservation project. The project will be designed and constructed per City requirements, Airport governing documents, and applicable federal regulation and guidance.

**Financial Implications:** The request for $128,583.00 with additional 10% contingency of $12,858.30 in engineering fees would be funded from the airport available fund balance in account 501-80052-48020. No general funds will be used for this project. The Engineer's Estimate of probable construction cost for the pavement maintenance is $495,000. Funding appropriation for construction will be addressed in a future Council meeting.

**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 project will help maintain and improve the safe and operational condition of the airport runway and will comply with current design standards.

# Resolution 2026-XXX

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

**March 24, 2026**

## Approving Contract Amendment 8 for Engineering Services and Construction Management for Runway 18/36 Pavement Preservation Project, and Appropriation of funds from Airport Fund Balance

**BACKGROUND**

A. The South Lake Tahoe Airport (Airport) desires to design, bid, and construct the Runway 18/36 Pavement Preservation Project.
B. The goal of the Runway 18/36 Pavement Preservation Project is to provide preventative maintenance for the asphalt pavement on Runway 18/36, and the runway blast pads. The proposed periodic maintenance will mitigate pavement cracking and provide a surface treatment resistant to UV rays, water and oxidation, and improve the safe and operational condition of the airport runway.
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 Runway 18/36 Pavement Preservation project to ensure compliance with all City of South Lake Tahoe requirements.
D. This design project will be 100% locally funded. The current allocation is for compensating engineering services during design.
E. On February 10th, 2026, the Airport received authorization to apply for a FAA grant in the amount of $250,000 for this project. On March 10th, 2026, the Airport received authorization to apply for an additional FAA grant in amount of $50,000 for the Runway 18/36 Pavement Preservation Project, for the total of $300,000.

**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 and directs the Mayor to execute contract Amendment 8 with Jviation, a Woolpert Company, for Services to Design, Bid, and provide Construction Management in the amount of $128,583.00 for the Runway 18/36 Pavement Preservation project, attached hereto as Exhibit A.
2. Authorize the Finance Director to appropriate $128,583.00 with additional 10% contingency of $12,858.30 from the cash fund at the airport to Account 501-80052-48020 for design, bidding, and construction management.

Adopted by the City of South Lake Tahoe City Council on March 24, 2026 by the following vote:
Yes:
No:
Absent:

Abstain:

_____ Date: _____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

**City of South Lake Tahoe**
**Amendment No. 8 to Airport Master Professional Services Agreement with Jviation (C-103-2022)**

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

The Contract is hereby revised to add the following.

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated 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, the Sixth Amendment to the Professional Services Agreement April 24, 2024, and the Seventh Amendment to the Professional Services Agreement December 10, 2024, this Eighth 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 $128,583.00 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 $128,583.00, without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 8 to Professional Services Agreement with Jviation executed on March 24, 2026.

**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. 3-06-0249-054-2026
## Runway 18/36 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 the 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 approximately $500,000.00. 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, On-Site Construction Coordination, for the Runway 18/36 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.

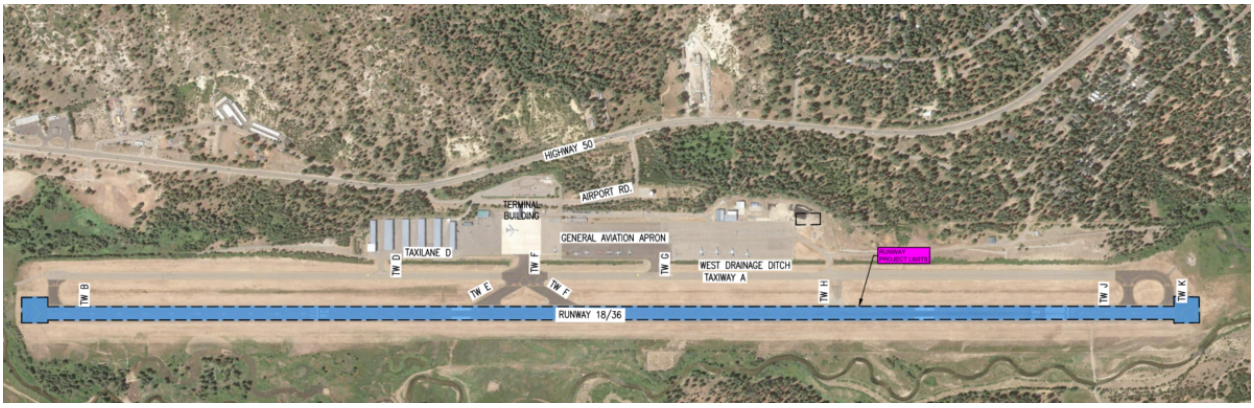



**EXHIBIT NO. 1**

**DESCRIPTION**

This project shall consist of asphalt pavement maintenance activities on Runway 18/36, and the runway blast pads. The proposed maintenance for these asphalt pavement areas includes the routing and filling of cracks greater than ¼" inch in width with crack sealant, application of an asphalt-based surface treatment, and application of pavement markings. The proposed periodic maintenance will mitigate pavement cracking and provide a surface treatment resistant to UV rays, water and oxidation. The purpose of this project is to extend the existing runway pavement's 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 maintenance along 131,000 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, 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), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. 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.

**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, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey 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 order 1050.1G. 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/STATE | 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. | • South Lake Tahoe, CA<br>One (1) Project Engineer and one (1) Program Director<br>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, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, 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, and Special Provisions. 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 | 2 |
| Safety Plan | 1 |
| Construction Layout Plan | 1 |
| Construction Phasing Plan | 3 |
| Environmental Requirements and Details | 1 |
| Seal Coat and Crack Seal Plan | 1 |
| Pavement Marking Plan | 5 |
| Pavement Marking Details | 2 |
| **Total Sheet Count** | **17** |

**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

**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, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, 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 reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical* Study, and 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, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. 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. Paper and electronic copies will be provided.

**2.13 Prepare Requests for Reimbursement.** This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting

documentation to the FAA for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

| TASK 2 DELIVERABLES | TO FAA/STATE | 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 | ✓ | ✓ |
| 2.13 Requests for Reimbursement | | ✓ |

| TASK 2 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|---|---|
| 2.10 Plan Review at 30% Complete.<br>Plan Review at 90% Complete. | • South Lake Tahoe, CA<br>One (1) Project Engineer and one (1) Practice Leader<br>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, 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/STATE | 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<br>One (1) Project Engineer and one (1) Program Director<br>Assume full day site visit (1 site visit)<br>Assume travel to/from Las Vegas, NV to South Lake Tahoe, CA with one (1) overnight stay for Project Engineer (1 Meeting) |
| 3.05 Attend Bid Opening | • South Lake Tahoe, CA<br>One (1) Project Engineer<br>Assume full day site visit (1 site visit)<br>Assume travel to/from Las Vegas, NV to South Lake Tahoe, CA with one (1) overnight stay for Project Engineer (1 Meeting) |

***EX Reimbursable Costs During Design and Bidding.*** This section includes reimbursable items such as auto rental, 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, and Post-Construction Coordination Phase, which are invoiced on a lump sum basis; as well as the On-Site Construction Coordination Phase which are invoiced on a cost plus fixed fee basis).

***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 five copies 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 invoices.

**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, Project Engineer, and Construction Manager. 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. An approved copy of the SPCD shall be provided to the FAA.

**4.05 Review Construction Submittals.** This task includes the review of construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor, for general conformance with the Construction Plans, Specifications, and Contract Documents. 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. The submittals anticipated to be required and the estimated time it will take to review each submittal are detailed below.

| **Submittal Description** | **Estimated Time to Review (Hours)** |
|---|---|
| Item P-101 Pavement Removal Means & Methods | 2 |
| Item P-101 Crack Repair Materials | 2 |
| Item P-605 Joint Seal Materials | 2 |
| Item P-608 Seal Coat Materials | 4 |
| Item P-620 Paint and Beads | 2 |
| **Total Review Time** | **12** |

Additionally, it is anticipated that there will be a number of resubmittals for the various items to address comments from the Engineer's initial review. It is estimated that reviews of these resubmittals will add approximately 25%, or 3 hours, to the estimated submittal review time from the table above, resulting in an overall estimated submittal review time of 15 hours.

**4.06 Prepare Requests for Reimbursement.** This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be three RFRs for expenses incurred during the construction and closeout phase of the project.

**4.07 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/STATE** | **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 | | ✓ |
| 4.04 Approved Safety Plan Compliance Document (SPCD) | ✓ | ✓ |
| 4.06 Requests for Reimbursement | | ✓ |

| TASK 4 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|---|---|
| 4.03 Conduct Pre-Construction Meeting | • South Lake Tahoe, CA<br>One (1) Program Director, and one (1) Construction Manager<br>Assume virtual attendance by Program Director (2 hrs)<br>Assume full day site visit for CM (1 site visit)<br>Assume travel to/from Las Vegas, NV to South Lake Tahoe, CA with one (1) overnight stay for each staff member for the site visit |
| 4.07 Perform Site Visits During Construction | • South Lake Tahoe, CA<br>One (1) Practice Leader<br>Assume full day site visit (1 site visit)<br>Assume travel to/from Las Vegas, NV to South Lake Tahoe, CA with one (1) overnight stay for Project Manager for 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. The quality assurance testing summary report must be accepted by the FAA prior to 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 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/STATE | TO SPONSOR |
|---|---|---|
| 5.01 Clean-up List | ✓ | ✓ |
| 5.02 Punchlists | ✓ | ✓ |
| 5.03 Record Drawings | ✓ | ✓ |
| 5.04 Final Construction Report | ✓ | ✓ |
| 5.05 Project Cost Summary | ✓ | ✓ |

| TASK 5 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|---|---|
| 5.02 Conduct Final Inspection | • South Lake Tahoe, CA<br>One (1) Program Director<br>Assume full day site visit (1 site visit)<br>Assume travel to/from Las Vegas, NV to South Lake Tahoe, CA with one (1) overnight stay for Project Manager for each site visit |

***6.0 On-Site Construction Coordination Phase***

This phase will consist of providing full-time Resident Project Representative (RPR). It shall be the responsibility of the RPR 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 **8 working days** to complete construction of the project. Incidental travel costs, including vehicle usage, lodging, per diem, etc., are in addition to the engineering hours expended.

**6.01 Provide Resident Engineering.** It is estimated that the Resident Project Representative (RPR) will work approximately **12 hours per day**. It is assumed that the RPR will be able to complete all daily project documentation during the course of their shift. The total time allotted for the completion of construction is anticipated to be **8 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 survey data and other construction tasks for general compliance with the construction documents.
b. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
c. Prepare and process field directives and change orders.
d. Conduct labor standards interviews of the Contractor's and subcontractor's employees, and review 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.
e. Review quality control and quality assurance testing results for conformance with the project specifications.
f. Maintain record of the progress of construction, record as-built conditions, and review the quantity records with the Contractor on a periodic basis.
g. Prepare the periodic construction cost estimates and review the quantities with the Contractor. The RPR, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. After compiling all costs, the RPR will submit the periodic construction 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, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
j. Prepare a weekly status report using FAA Form 5370-1, *Construction Progress and Inspection Report*. 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.
l. Coordinate and attend weekly construction progress meetings with the Contractor, Sponsor, and other relevant parties.

| TASK 6 DELIVERABLES | TO FAA/STATE | TO SPONSOR |
|---|---|---|
| 6.01b Coordinate RFIs | | ✓ |
| 6.01c Field Directives and Change Orders | ✓ | ✓ |
| 6.01d Payroll Reviews | ✓ | ✓ |
| 6.01e Quality Assurance/Quality Control Results Compilation | ✓ | ✓ |
| 6.01g Periodic Cost Estimates | ✓ | ✓ |
| 6.01j Weekly Reports | ✓ | ✓ |

| TASK 6 ON-SITE PERIODS | LOCATION/STAFFING/DURATION |
|---|---|
| 6.01 Provide Resident Engineering | • South Lake Tahoe, CA<br>One (1) Resident Project Representative<br>Assume 8 working days for project and two (2) travel days for a total of 10 nights of lodging |

***EX Reimbursable Costs During Construction.*** This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 4, 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 per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate 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:

- Due to the recent changes to the Federal DBE program, no services for setting DBE Program or Project Goals can be provided at this time, and are not included in this scope of work. If these services are requested after the new certification process has been completed, and notice of completion is provided by the Civil Rights Office, Certifying Agencies, or FAA, they will be under a separate scope of work, or an amendment to this scope of 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.:** **3-06-0249-054-2026**
**PROJECT NAME:** **Runway 18/36 Pavement Maintenance**
**DATE:** **March 5, 2026**

**FEE BREAKDOWN**

| Labor Category | Total Hours | | Billing Rate | | | Total Cost |
|---|---|---|---|---|---|---|
| **1.0 Preliminary Design Phase (Lump Sum)** | | | | | | |
| Practice Ldr I | 14 hrs. | x | $ 325.00 | /hr | = $ | 4,550.00 |
| Prgrm Dir I | 6 hrs. | x | $ 295.00 | /hr | = $ | 1,770.00 |
| Quality Control Manager | 4 hrs. | x | $ 285.00 | /hr | = $ | 1,140.00 |
| Engineer in Training II | 32 hrs. | x | $ 185.00 | /hr | = $ | 5,920.00 |
| Project Coordinator II | 8 hrs. | x | $ 150.00 | /hr | = $ | 1,200.00 |
| Project Accountant I | 2 hrs. | x | $ 120.00 | /hr | = $ | 240.00 |
| Planner III | 4 hrs. | x | $ 280.00 | /hr | = $ | 1,120.00 |
| Quality Control Manager | 0 hrs. | x | | | | |
| **SUBTOTAL** | **70** hrs. | | **SUBTOTAL** | | **$** | **15,940.00** |
| **Reimbursables** | | | | | | |
| Auto Rental | Day | x | $ 130.00 | /Day= | | |
| Lodging + Tax & Fees | Day | x | $ 165.00 | /Day= | | |
| Per Diem | Day | x | $ 86.00 | /Day= | | |
| Travel & Airline Costs | Trip | x | $ 500.00 | /Trip= | | |
| | | | **SUBTOTAL** | | **$** | - |
| | | | **PHASE SUBTOTAL** | | **$** | **15,940.00** |

**LABOR HOUR BREAKDOWN**

| | TASK | LABOR CATEGORY | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **Start Date: 1/12/2026 End Date: 2/27/2026** | **Practice Ldr I** | **Prgrm Dir I** | **Quality Control Manager** | **Engineer in Training II** | **Project Coordinator II** | **Project Accountant I** | **Planner III** | **Phase Item Costs** |
| **1.0** | **Preliminary Design Phase (Lump Sum)** | Kirk Nielsen | Lee Underwood | Chris Giessing | Joseph Fountaine | Katrina Akau | Silingiwe Bhebhe | Morgan Einspahr | |
| 1.01 | Coordinate and Attend Meetings with the Sponsor and FAA | 4 | 2 | | 4 | | | | $ 2,630.00 |
| 1.02 | Prepare Project Scope of Work and Contract | 2 | | 2 | 4 | 2 | | | $ 2,260.00 |
| 1.03 | Prepare Preliminary Cost Estimating | 2 | | | 4 | | | | $ 1,390.00 |
| 1.04 | Provide Project Coordination | 2 | 2 | 2 | 8 | 2 | 2 | | $ 3,830.00 |
| 1.05 | Review Existing Documents | 2 | | | 2 | | | | $ 1,020.00 |
| 1.06 | Prepare State Grant Application | | 2 | | 4 | | | | $ 1,330.00 |
| 1.07 | Prepare Federal Grant Application | 2 | | | 4 | 4 | | | $ 1,990.00 |
| 1.08 | Prepare Environmental Documentation | | | | 2 | | | 4 | $ 1,490.00 |
| | **TOTALS** | **14** | **6** | **4** | **32** | **8** | **2** | **4** | $ 15,940.00 |
| | **PERCENTAGES** | 20% | 9% | 6% | 46% | 11% | 3% | 6% | |

| Labor Category | Total Hours | | Billing Rate | | | Total Cost |
|---|---|---|---|---|---|---|
| **2.0 Design Phase (Lump Sum)** | | | | | | |
| Practice Ldr I | 24 hrs. | x | $ 325.00 | /hr | = $ | 7,800.00 |
| Quality Control Manager | 12 hrs. | x | $ 285.00 | /hr | = $ | 3,420.00 |
| Engineer Project Mgr IV | 16 hrs. | x | $ 305.00 | /hr | = $ | 4,880.00 |
| Engineer in Training II | 62 hrs. | x | $ 185.00 | /hr | = $ | 11,470.00 |
| Project Coordinator II | 2 hrs. | x | $ 150.00 | /hr | = $ | 300.00 |
| Engineering Techn I | 24 hrs. | x | $ 125.00 | /hr | = $ | 3,000.00 |
| Engineering Techn II | 18 hrs. | x | $ 150.00 | /hr | = $ | 2,700.00 |
| Quality Control Manager | 0 hrs. | x | | | | |
| Engineer Project Mgr III | 0 hrs. | x | | | | |
| Arch Project Mgr III | 0 hrs. | x | | | | |
| Construction Mgr IV | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| **SUBTOTAL** | **158** hrs. | | **SUBTOTAL** | | **$** | **33,570.00** |
| **Reimbursables** | | | | | | |
| Auto Rental | Day | x | $ 130.00 | /Day= | | |
| Lodging + Tax & Fees | Day | x | $ 165.00 | /Day= | | |
| Per Diem | Day | x | $ 86.00 | /Day= | | |
| Travel & Airline Costs | Trip | x | $ 500.00 | /Trip= | | |
| | | | **SUBTOTAL** | | **$** | - |
| | | | **PHASE SUBTOTAL** | | **$** | **33,570.00** |

| | TASK | LABOR CATEGORY | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **Start Date: 2/1/2026 End Date: 5/31/2026** | **Practice Ldr I** | **Quality Control Manager** | **Engineer Project Mgr IV** | **Engineer in Training II** | **Project Coordinator II** | **Engineering Techn I** | **Engineering Techn II** | **Phase Item Costs** |
| **2.0** | **Design Phase (Lump Sum)** | Kirk Nielsen | Chris Giessing | Engineer Project Mgr IV | Joseph Fountaine | Katrina Akau | Engineering Techn I | Sherilyn Bennion | |
| 2.01 | Prepare Preliminary Contract Documents | 2 | | 2 | 4 | | | 4 | $ 2,600.00 |
| 2.02 | Prepare Construction Safety and Phasing Plan (CSPP) | 2 | | | 4 | | | | $ 1,390.00 |
| 2.03 | Prepare Preliminary Construction Plans | | | | | | | | |
| | Cover Sheet | | | | 2 | | 2 | | $ 620.00 |
| | Index of Drawings/Summary of Approximate Quantities & General Notes | | | | 2 | | 2 | | $ 620.00 |
| | Safety Plan | | | | 2 | | 2 | | $ 620.00 |
| | Construction Layout Plan | 2 | | | 4 | | 2 | | $ 1,640.00 |
| | Construction Phasing Plan | 2 | | | 4 | | 2 | | $ 1,640.00 |
| | Environmental Requirements and Details | 2 | | | 2 | | 2 | | $ 1,270.00 |
| | Seal Coat and Crack Seal Plan | | | | 2 | | 4 | | $ 870.00 |
| | Pavement Marking Plan/Details | | | | 2 | | 4 | | $ 870.00 |
| 2.04 | Prepare Preliminary Technical Specifications | | | 4 | 4 | | | | $ 1,960.00 |
| 2.05 | Prepare Preliminary Special Provisions | 2 | | 2 | 2 | | | | $ 1,630.00 |
| 2.06 | Compile/Submit FAA Form 7460 | | | | 2 | 2 | | | $ 670.00 |
| 2.07 | Calculate Estimated Quantities | | | 2 | 4 | | | | $ 1,350.00 |
| 2.08 | Prepare Estimate of Probable Construction Cost | 2 | | 2 | 4 | | | | $ 2,000.00 |
| 2.09 | Prepare Engineer's Design Report | 2 | | 2 | 8 | | | 2 | $ 3,040.00 |
| 2.10 | Review Plans at 30%, and 90% Complete | 4 | 4 | | 4 | | 2 | | $ 3,430.00 |
| 2.11 | Provide In-House Quality Control | 2 | 8 | | | | | | $ 2,930.00 |
| 2.12 | Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report | 2 | | | 4 | | 2 | 4 | $ 2,240.00 |
| 2.13 | Prepare Requests for Reimbursement | | | 2 | 2 | | | 8 | $ 2,180.00 |
| | **TOTALS** | **24** | **12** | **16** | **62** | **2** | **24** | **18** | **$ 33,570.00** |
| | **PERCENTAGES** | 15% | 8% | 10% | 39% | 1% | 15% | 11% | |

| Labor Category | Total Hours | | Billing Rate | | | Total Cost |
|---|---|---|---|---|---|---|
| **3.0 Bidding Phase (Lump Sum)** | | | | | | |
| Practice Ldr I | 11 hrs. | x | $ 325.00 /hr | = | $ | 3,575.00 |
| Prgrm Dir I | 2 hrs. | x | $ 295.00 /hr | = | $ | 590.00 |
| Engineer in Training II | 36 hrs. | x | $ 185.00 /hr | = | $ | 6,660.00 |
| Project Coordinator II | 12 hrs. | x | $ 150.00 /hr | = | $ | 1,800.00 |
| Arch Project Mgr IV | 0 hrs. | x | | | | |
| BL Eng Leader | 0 hrs. | x | | | | |
| Engineer III | 0 hrs. | x | | | | |
| **SUBTOTAL** | **61** hrs. | | **SUBTOTAL** | | **$** | **12,625.00** |
| **Reimbursables** | | | | | | |
| Auto Rental | 1 Day | x | $ 130.00 /Day= | | $ | 130.00 |
| Lodging + Tax & Fees | 1 Day | x | $ 165.00 /Day= | | $ | 165.00 |
| Per Diem | 1 Day | x | $ 86.00 /Day= | | $ | 86.00 |
| Travel & Airline Costs | 1 Trip | x | $ 500.00 /Trip= | | $ | 500.00 |
| | | | **SUBTOTAL** | | **$** | **881.00** |
| | **PHASE SUBTOTAL** | | | | **$** | **13,506.00** |

| TASK | | LABOR CATEGORY | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **Start Date: 3/1/2026 End Date: 5/31/2026** | **Practice Ldr I** | **Prgrm Dir I** | **Engineer in Training II** | **Project Coordinator II** | **Arch Project Mgr IV** | **BL Eng Leader** | **Engineer III** | **Phase Item Costs** |
| **3.0** | **Bidding Phase (Lump Sum)** | Kirk Nielsen | Lee Underwood | Joseph Fountaine | Katrina Akau | | | | |
| 3.01 | Provide Bid Assistance | 2 | 2 | 4 | 4 | | | | $ 2,580.00 |
| 3.02 | Prepare/Conduct Pre-Bid Meeting | 1 | | 8 | | | | | $ 1,805.00 |
| 3.03 | Prepare Addenda | 2 | | 4 | 4 | | | | $ 1,990.00 |
| 3.04 | Consult with Prospective Bidders | | | 4 | | | | | $ 740.00 |
| 3.05 | Attend Bid Opening | 2 | | 8 | | | | | $ 2,130.00 |
| 3.06 | Review Bid Proposals | 2 | | 4 | 2 | | | | $ 1,690.00 |
| 3.07 | Prepare Recommendation of Award | 2 | | 4 | 2 | | | | $ 1,690.00 |
| | **TOTALS** | **11** | **2** | **36** | **12** | **0** | **0** | **0** | $ 12,625.00 |
| | **PERCENTAGES** | 18% | 3% | 59% | 20% | 0% | 0% | 0% | |

| Labor Category | Total Hours | | Billing Rate | | | Total Cost |
|---|---|---|---|---|---|---|
| **4.0 Construction Administration Phase (Lump Sum)** | | | | | | |
| Practice Ldr I | 16 hrs. | x | $ 325.00 /hr | = | $ | 5,200.00 |
| Prgrm Dir I | 10 hrs. | x | $ 295.00 /hr | = | $ | 2,950.00 |
| Engineer in Training II | 42 hrs. | x | $ 185.00 /hr | = | $ | 7,770.00 |
| Project Coordinator II | 6 hrs. | x | $ 150.00 /hr | = | $ | 900.00 |
| Project Accountant I | 2 hrs. | x | $ 120.00 /hr | = | $ | 240.00 |
| Planner III | 2 hrs. | x | $ 280.00 /hr | = | $ | 560.00 |
| Engineering Techn II | 12 hrs. | x | $ 150.00 /hr | = | $ | 1,800.00 |
| **SUBTOTAL** | **90** hrs. | | **SUBTOTAL** | | **$** | **19,420.00** |
| **Reimbursables** | | | | | | |
| Auto Rental | 1 Day | x | $ 130.00 /Day= | | $ | 130.00 |
| Lodging + Tax & Fees | 1 Day | x | $ 165.00 /Day= | | $ | 165.00 |
| Per Diem | 1 Day | x | $ 86.00 /Day= | | $ | 86.00 |
| Travel & Airline Costs | 1 Trip | x | $ 500.00 /Trip= | | $ | 500.00 |
| | | | **SUBTOTAL** | | **$** | **881.00** |
| | **PHASE SUBTOTAL** | | | | **$** | **20,301.00** |

| TASK | | LABOR CATEGORY | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **Start Date: 8/1/2026 End Date: 10/31/2026** | **Practice Ldr I** | **Prgrm Dir I** | **Engineer in Training II** | **Project Coordinator II** | **Project Accountant I** | **Planner III** | **Engineering Techn II** | **Phase Item Costs** |
| **4.0** | **Construction Administration Phase (Lump Sum)** | Kirk Nielsen | Lee Underwood | Joseph Fountaine | Katrina Akau | Silingiwe Bhebhe | Morgan Einspahr | Sherilyn Bennion | |
| 4.01 | Prepare Construction Contract and Documents | | 2 | 2 | 4 | | | | $ 1,560.00 |
| 4.02 | Provide Project Coordination | 2 | 4 | 4 | 2 | 2 | 2 | | $ 3,670.00 |
| 4.03 | Prepare/Conduct Pre-Construction Meeting | | 2 | 12 | | | | | $ 2,810.00 |
| 4.04 | Review Contractor's Safety Plan Compliance Document | | 2 | 4 | | | | | $ 1,330.00 |
| 4.05 | Review Construction Submittals | | | 16 | | | | | $ 2,960.00 |
| 4.06 | Prepare Requests for Reimbursement | 2 | | 4 | | | | 12 | $ 3,190.00 |
| 4.07 | Perform Site Visits During Construction | 12 | | | | | | | $ 3,900.00 |
| | **TOTALS** | **16** | **10** | **42** | **6** | **2** | **2** | **12** | $ 19,420.00 |
| | **PERCENTAGES** | 18% | 11% | 47% | 7% | 2% | 2% | 13% | |

| Labor Category | Total Hours | | Billing Rate | | | Total Cost |
|---|---|---|---|---|---|---|
| **5.0 Post Construction Coordination Phase (Lump Sum)** | | | | | | |
| Practice Ldr I | 6 hrs. | x | $ 325.00 /hr | = | $ | 1,950.00 |
| Prgrm Dir I | 14 hrs. | x | $ 295.00 /hr | = | $ | 4,130.00 |
| Engineer in Training II | 32 hrs. | x | $ 185.00 /hr | = | $ | 5,920.00 |
| Engineering Techn I | 4 hrs. | x | $ 125.00 /hr | = | $ | 500.00 |
| Project Coordinator II | 2 hrs. | x | $ 150.00 /hr | = | $ | 300.00 |
| Engineering Techn II | 20 hrs. | x | $ 150.00 /hr | = | $ | 3,000.00 |
| **SUBTOTAL** | **78** hrs. | | **SUBTOTAL** | | **$** | **15,800.00** |
| **Reimbursables** | | | | | | |
| Auto Rental | Day | x | $ 130.00 /Day= | | | |
| Lodging + Tax & Fees | Day | x | $ 165.00 /Day= | | | |
| Per Diem | 1 Day | x | $ 86.00 /Day= | | $ | 86.00 |
| Travel & Airline Costs | 1 Trip | x | $ 500.00 /Trip= | | $ | 500.00 |
| | | | **SUBTOTAL** | | **$** | **586.00** |
| | **PHASE SUBTOTAL** | | | | **$** | **16,386.00** |

| TASK | | LABOR CATEGORY | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **Start Date: 8/1/2026 End Date: 12/31/2026** | **Practice Ldr I** | **Prgrm Dir I** | **Engineer in Training II** | **Engineering Techn I** | **Project Coordinator II** | **Engineering Techn II** | **Engineer III** | **Phase Item Costs** |
| **5.0** | **Post Construction Coordination Phase (Lump Sum)** | Kirk Nielsen | Lee Underwood | Joseph Fountaine | Engineering Techn I | Katrina Akau | Sherilyn Bennion | | |
| 5.01 | Prepare Clean-up Item List | | | 2 | | | | | $ 370.00 |
| 5.02 | Conduct Final Inspection | | 12 | 8 | | | | | $ 5,020.00 |
| 5.03 | Prepare Engineering Record Drawings | 2 | | 4 | 4 | | | | $ 1,890.00 |
| 5.04 | Prepare Final Construction Report | 2 | 2 | 16 | | | 12 | | $ 6,000.00 |
| 5.05 | Summarize Project Costs | 2 | | 2 | | 2 | 8 | | $ 2,520.00 |
| | **TOTALS** | **6** | **14** | **32** | **4** | **2** | **20** | **0** | $ 15,800.00 |
| | **PERCENTAGES** | 8% | 18% | 41% | 5% | 3% | 26% | 0% | |

| Labor Category | Total Hours | | Billing Rate | | | Total Cost |
|---|---|---|---|---|---|---|
| **6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)** | | | | | | |
| Engineer in Training II | 124 hrs. | x | $ 55.00 | /hr | = $ | 6,820.00 |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| | 0 hrs. | x | | | | |
| **SUBTOTAL** | **124** hrs. | | **SUBTOTAL** | | **$** | **6,820.00** |
| Direct Labor Cost | | | | | = $ | 6,820.00 |
| Overhead (% of Direct Labor Cost) | | | 195.01% | | = $ | 13,200.00 |
| Total Labor Cost | | | | | = $ | 20,020.00 |
| Fixed Fee | | | | | = $ | 4,000.00 |
| | | | **SUBTOTAL PHASE LABOR** | | = **$** | **24,020.00** |
| **Reimbursables** | | | | | | |
| Auto Rental | 10 Day | x | $ 135.00 | /Day= | $ | 1,350.00 |
| Lodging + Tax & Fees | 10 Day | x | $ 165.00 | /Day= | $ | 1,650.00 |
| Per Diem | 10 Day | x | $ 86.00 | /Day= | $ | 860.00 |
| Travel & Airline Costs | 2 Trip | x | $ 500.00 | /Trip= | $ | 1,000.00 |
| | | | **SUBTOTAL** | | **$** | **4,860.00** |
| | **PHASE SUBTOTAL** | | | | **$** | **28,880.00** |

| TASK | | LABOR CATEGORY | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **Start Date: 8/1/2026 End Date: 10/31/2026** | **Engineer in Training II** | | | | | | | **Phase Item Costs** |
| **6.0** | **On-Site Construction Coordination Phase (Cost Plus Fixed Fee)** | Joseph Fountaine | | | | | | | |
| | Estimated Calendar Days from Scope of Work | 10 | | | | | | | |
| | Estimated Working Days/Week from Scope of Work | 6 | | | | | | | |
| | Total Days Scoped for Resident Engineering | 9 | | | | | | | |
| | Estimated Hours/Day from Scope of Work | 12 | | | | | | | |
| 6.01 | Provide Resident Engineering | 108 | | | | | | | $ 5,940.00 |
| | Travel Time, Mobilization, and Demobilization | 16 | | | | | | | $ 880.00 |
| | **TOTALS** | **124** | **0** | **0** | **0** | **0** | **0** | **0** | $ 6,820.00 |
| | **PERCENTAGES** | 100% | 0% | 0% | 0% | 0% | 0% | 0% | |

| | CONTRACT HOURS | PHASE FEE | REIMBURSABLE COSTS | TOTAL COST |
|---|---|---|---|---|
| **PART A - BASIC SERVICES (LUMP SUM)** | | | | |
| 1.0 Preliminary Design Phase (Lump Sum) | 70 | $ 15,940.00 | | $ 15,940.00 |
| 2.0 Design Phase (Lump Sum) | 158 | $ 33,570.00 | | $ 33,570.00 |
| 3.0 Bidding Phase (Lump Sum) | 61 | $ 12,625.00 | $ 881.00 | $ 13,506.00 |
| | **289** | **SUBTOTAL $ 62,135.00** | **$ 881.00** | **$ 63,016.00** |
| **PART B - SPECIAL SERVICES (LUMP SUM)** | | | | |
| 4.0 Construction Administration Phase (Lump Sum) | 90 | $ 19,420.00 | $ 881.00 | $ 20,301.00 |
| 5.0 Post Construction Coordination Phase (Lump Sum) | 78 | $ 15,800.00 | $ 586.00 | $ 16,386.00 |
| | **168** | **SUBTOTAL $ 35,220.00** | **$ 1,467.00** | **$ 36,687.00** |
| **PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)** | | | | |
| 6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee) | 124 | $ 20,020.00 | $ 4,000.00 | $ 4,860.00 $ 28,880.00 |
| | **124** | **SUBTOTAL $ 20,020.00** | **$ 4,000.00** | **$ 4,860.00 $ 28,880.00** |
| **TOTAL** | **581.0** | **$ 117,375.00** | **$ 4,000.00** | **$ 7,208.00 $ 128,583.00** |

*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

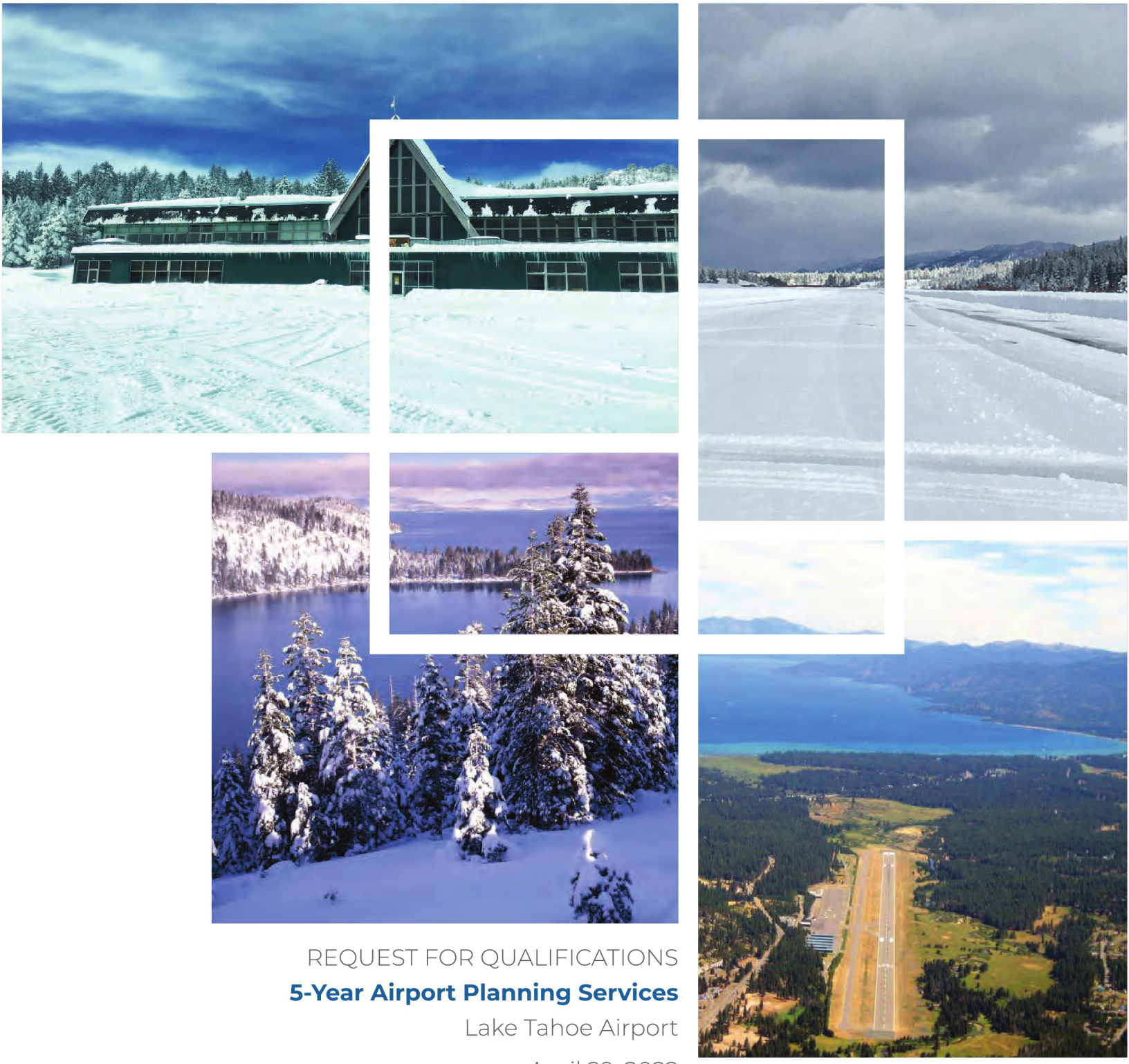
Attachments:

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

JVIATION
A WOOLPERT COMPANY
6920 Santa Teresa Boulevard, Suite 208,
San Jose, CA 95119

# 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.

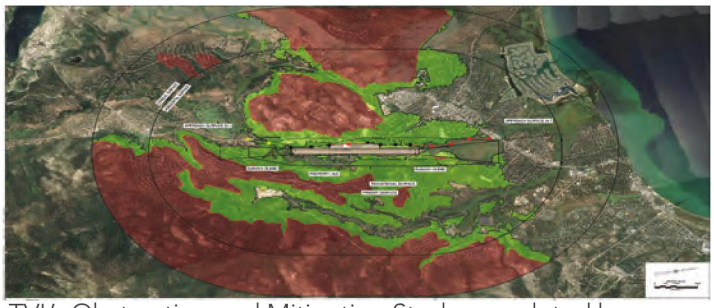
Jviation has broad experience designing and implementing multi-faceted stakeholder engagement programs and will tailor this effort to meet the needs of TVL. Our outreach approach ensures that everyone directly affected by, or interested in the airport, has access to pertinent information and has a voice 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:

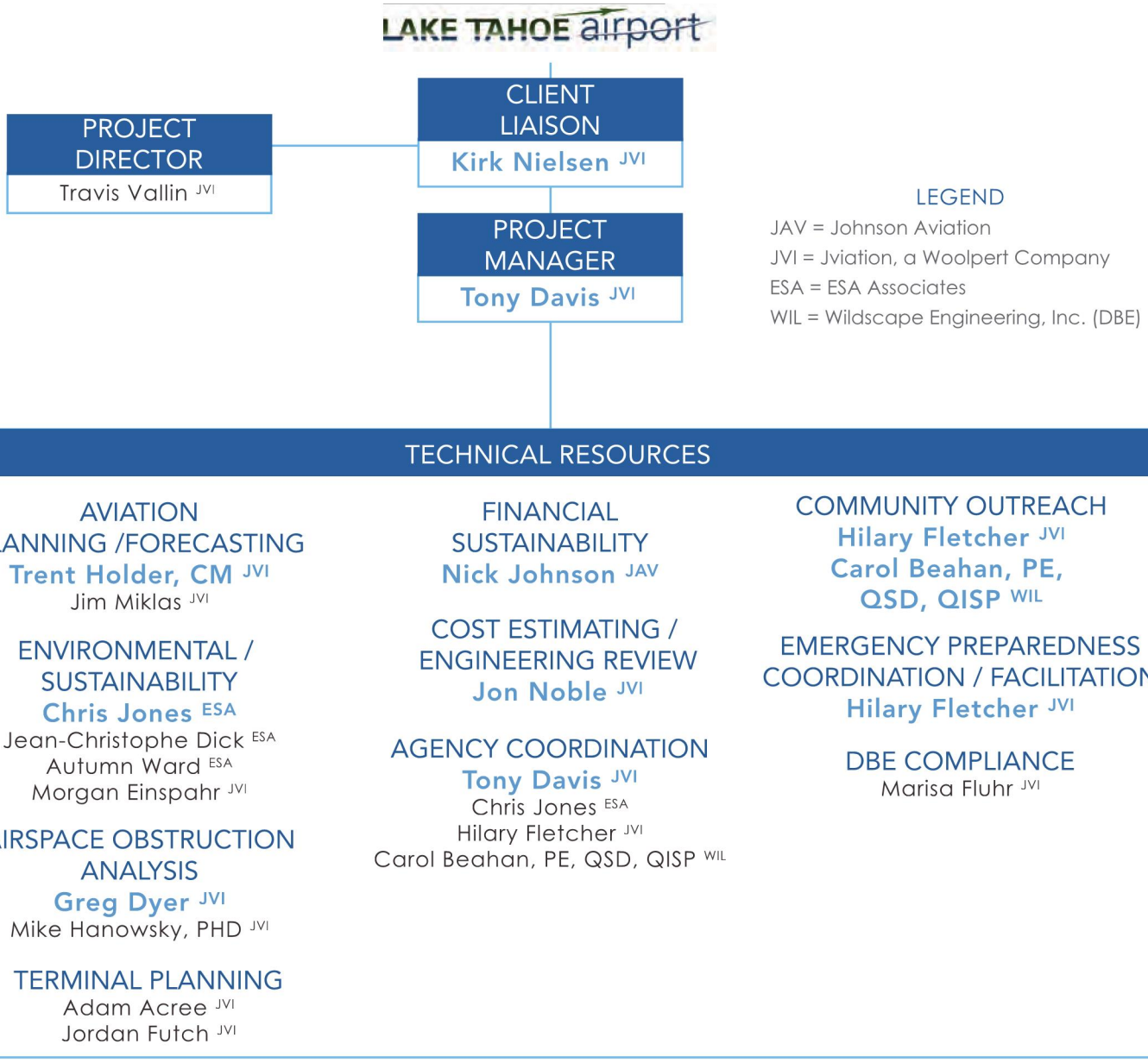
- Track carbon output to inform quantifiable reduction strategies
- Examine energy use and maintenance requirements via facilities inventory and energy modeling
- Use natural daylighting in facilities to reduce electrical loads
- Analyze renewable energy options and funding initiatives specific to the 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

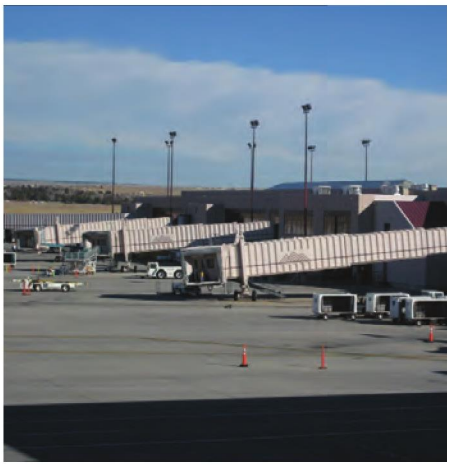
COLORADO SPRINGS, CO

### 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

Jim Elwood, AAE

Airport Manager

1250 E. Airport Rd | Jackson, WY 83001

307.733.7695

Jelwood@jacksonholeairport.com




## COLORADO SPRINGS AIRPORT

Greg Philips, AAE

Director of Aviation

7770 Milton E. Proby Parkway | Colorado Springs, CO 80916

719.550.1900

Gphillips@springsgov.com




## ROCKY MOUNTAIN REGIONAL AIRPORT

Paul Anslow

Airport Manager

11755 Airport Way | Broomfield, CO 80021

303.271.4851

Panslow@flyrmma.com




## DRIGGS REED MEMORIAL AIRPORT

Lori Kyle

Manager

P.O. Box 146 | Driggs, ID 83422

208.715.0439

Lkyle@driggsidaho.org

# 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.

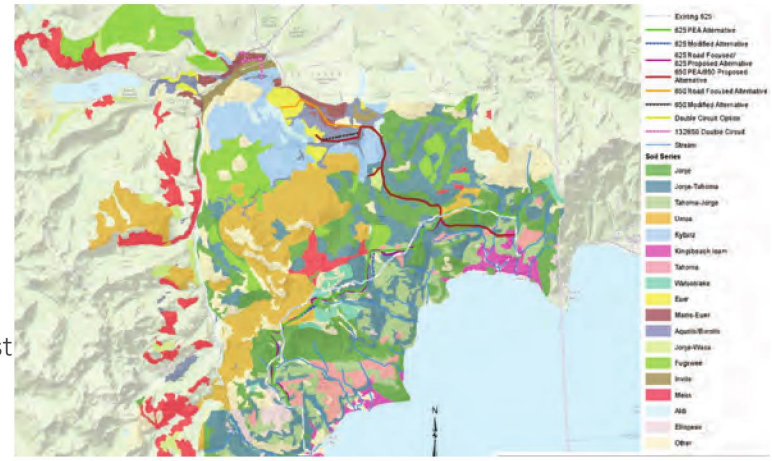
## ONTARIO INTERNATIONAL AIRPORT OWNERSHIP TRANSFER

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.

### Project Experience

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

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



Bachelor of Science, Airway Science Management

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

## 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.

### 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



MBA

Bachelor of Science, Civil Engineering

- Professional Engineer, UT, NV, ID

## 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

### 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.



BS, Journalism

### 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

### 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.



Juris Doctor
BA, Sociology

- American Institute of Certified Planners
- AICP Certification

### 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

### 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

### 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

Johnson Aviation consulting



### 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



BS, Civil Engineering
BS, Zoology

- Registered Civil Engineer (CA)
- Certified QSD/QSP

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.

### Project Experience

Creek Restoration Project
Bijou Park | South Lake Tahoe, CA

Commercial Redevelopment Project
The Crossing | South Lake Tahoe, CA

## MARISA FLUHR

### DBE Compliance



BS, Business Administration

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

### 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

| 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 : | |

INSURED
Jviation, a Woolpert Company
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246

**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 | | | P6309P881661 | 3/1/2022 | 3/1/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | 8109P881648 | 3/1/2022 | 3/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB X OCCUR | | | CUP-1T790932-22-NF | 3/1/2022 | 3/1/2023 | EACH OCCURRENCE | $ 10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 10,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | 11326672 | 3/1/2022 | 3/1/2023 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| 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
Lawrence J Bailey


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AGENCY CUSTOMER ID: WOOLINC-01 KSUTTON

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



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

| 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 : | |

INSURED
Jviation, a Woolpert Company
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246

**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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | P6309P881661 | 3/1/2022 | 3/1/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | 8109P881648 | 3/1/2022 | 3/1/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | CUP-1T790932-22-NF | 3/1/2022 | 3/1/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 11326672 | 3/1/2022 | 3/1/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 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**

Lake Tahoe Airport
Airport Manager
1901 Lisa Maloff Way
Suite 100
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


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AGENCY CUSTOMER ID: WOOLINC-01 KSUTTON

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



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

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

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2022-06-28 - 3:44:59 PM GMT- IP address: 128.92.136.146

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2022-06-28 - 7:14:32 PM GMT- IP address: 66.189.255.213

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

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2022-06-28 - 7:14:51 PM GMT

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

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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

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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

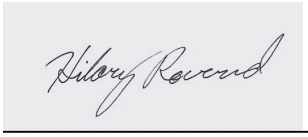
Agreement completed.

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# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**6

**Agenda Item:** Amendment to Agreement with Stantec Consulting Services, Inc. for El Dorado Beach Revetment and Improvements Project

**Executive Summary:** At the June 17, 2025 City Council meeting, Resolution 2025-056 allocated $75,000 to complete design and permitting for temporary repairs of erosion at El Dorado Beach. Concurrently, a large storm in late June 2025 caused severe erosion and significantly accelerated exposure of the sandbags. To ensure the beach could remain open, emergency permitting actions were engaged in with Lahontan, USACE, and TRPA. During annual budget FY26/27, $150,000 was allocated to the El Dorado Beach Revetment & Improvements project to begin design efforts this winter to expedite the implementation of a permanent revetment as soon as possible. On January 13, 2026, staff provided an update to City Council on the history and status of El Dorado Beach and received direction on the preferred outcome for the beach in the near and long-term. City Council awarded the first phase of the professional services agreement (contract) with Stantec Consulting Inc. (Stantec). Due to the high variability of work for El Dorado Beach dependent on City Council priorities and conversations with regulatory agencies, the consultant scope of work was separated into five separate tasks. In order to meet the design and permitting deadlines to successfully procure a contractor and implement Phase 2 improvements in 2026, additional funds need to be added to Stantecâ€™s contract for the next phase of design. Amendment 1 and the associated scope of work include Phase B, which will concentrate on obtaining additional data, development of studies and boundary survey to support the overall project, while development planning, design, permitting, and implementation of the Phase 1 and 2 construction efforts in 2026 proceed. Because of the tight schedule, to allow for effective implementation in 2026, this contract amendment needs to occur concurrently with mid-year budget augmentations.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Stantec Consulting Services, Inc. for Phase B services for the El Dorado Beach Revetment and Improvements Project for an additional $332,057.50, for an amended total not-to-exceed amount of $482,028.50 (contingent on approval of funds).

**Responsible Staff Member:** Brianna Greenlaw, Senior Civil Engineer

**Reviewed and Approved By:** Mohammad (Dr. Q) Qureshi, Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

**Attachments:**

- 01-Staff Report - PSA Amendment 1.docx
- 02-C-016-2026 Stantec Consulting Services Inc.pdf
- 03-Amendment to Stantec Amendment.doc
- 04-Amendment 1 Scope.pdf

# City of South Lake Tahoe
# Report to City Council

## Meeting Date: March 24, 2026

**Title: Amendment No. 1 to Professional Services Agreement between Stantec Consulting Services, Inc. and the City of South Lake Tahoe for the El Dorado Beach Revetment and Improvements Project**

**Location:** El Dorado Beach/Lakeview Commons

**Responsible Staff Member:** Brianna Greenlaw, Senior Civil Engineer

**Background:** In 2018, severe erosion at El Dorado beach resulted in vertical drop offs in excess of four feet and the potential for undermining the structural foundations of the lower seating walls of Lakeview Commons. This occurred after consecutive years when the lake was at the maximum legal limit (6229') coupled with storms bringing significant wave action to El Dorado Beach. To ensure public safety and structural protection of Lakeview Commons assets, the City installed plastic super sack sandbags with various types of rock as a dynamic revetment, covered with layers of sand.

In late 2024, the sandbags and geotextile fabric began to become exposed on the beach. Following spring snowmelt in 2025, staff assessed the conditions and began engagement with regulatory agencies to allow for beach replenishment. On June 17, 2025, City Council allocated $75,000 to complete design and permitting for temporary repairs (Resolution 2025-056). Concurrently, a large storm in late June 2025 caused severe erosion and significantly accelerated exposure of the sandbags. To ensure public safety, protection of Lakeview Commons infrastructure, and preservation of the beach, emergency beach replenishment was completed. A portion of the funds allocated as part of Resolution 2025-056 were utilized for the materials for the emergency beach replenishment. As part of emergency permit closeout, the regulatory agencies agreed to 2027 permanent revetment implementation, committing the City to removal of the sandbags, with temporary permitting until then to allow for minor fixes/beach replenishment.

On January 13, 2026, staff provided an update to City Council on the history and status of El Dorado Beach and received direction that the preferred outcome for the beach is to remove the existing plastic sandbags as soon as possible. Additionally, City Council advised staff that the long-term preferred outcome is to protect Lakeview Commons infrastructure and preserve the beach if possible. City Council also awarded the first phase of the professional services agreement (contract) with Stantec Consulting Inc. (Stantec). Due to the high variability of work for El Dorado Beach dependent on City Council priorities and conversations with regulatory agencies, the consultant scope of work was separated into five separate tasks. Phase 1 primarily includes assessments and surveying that will guide conversations and help develop realistic cost estimates, permitting/environmental document timelines, and schedules. Phases 2-5 include planning, interim and permanent solution design, environmental documents, permitting, and construction support.

**Issue and Discussion:** After contract initiation, staff and the Stantec team immediately began brainstorming potential solutions, project construction phasing, and engaged with the various

permitting agencies that were anticipated to have authority of the El Dorado Beach Revetment and Improvements Project (Project). Four separate meetings were held with five agencies (United States Army Corps of Engineers (USACE), Lahontan Regional Water Quality Control Board (Lahontan), Tahoe Regional Planning Agency (TRPA), California Department of Fish and Wildlife (CDFW), and California State Lands. Following the individual meetings, the team presented the Project plan to the Shorezone Committee on February 19, 2026 and received consensus and direction on the proposed plan from all agencies previously mentioned.

The Project has been separated into three phases due to design, permitting, and implementation requirements and associated timelines. They are outlined in Table 1. The timelines included are approximate based on initial conversations with the regulatory agencies and are subject to change.

**Table 1. El Dorado Beach Revetment and Improvements Project Implementation Phases**

| Phase of Implementation | Description | Approximate Implementation Timeline |
|---|---|---|
| 1 | Replenish the beach following snow melt to ensure further degradation to sandbags does not occur, and to allow for continued use of the beach. | To begin as soon as permits allow (late April/early May 2026). Sand replenishment will occur as needed throughout summer until Phase 2 implementation. |
| 2 | Remove the plastic sandbags, install sheet piling below bottom step of Lakeview Commons (will not be visible), rock, and backfill with sand. | As soon as permits, contractor procurement, and lake level allow (likely mid-September – October 2026). |
| 3 | Final Permanent Improvements – Details are to be determined after conducting studies and engaging in further conversations with agencies. Phase 2 improvements will be incorporated into the Phase 3 design. | To Be Determined |

Staff and the Stantec team understand that City Council's priority is to have the sandbags removed as soon as possible. As staff indicated during the presentation on January 13, 2026, removal of the sandbags (and replacement of a structural protection mechanism for Lakeview Commons) could potentially occur in 2026, but it was likely beach replenishment would need to occur until that was feasible. Phase 2 will be a significant project that will require full design and bidding documents, permits, and formal procurement of a contractor. All regulatory agencies have been cooperative and supportive of the Project; however, several of the agencies cannot allow for "emergency" permitting of Phase 2 because it cannot be authorized per their definition of an emergency - "an urgent situation that poses an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship". Following standard permitting procedures, agencies and the team have agreed that removal of the sandbags can still occur in the 2026 construction season (Phase 2), but beach replenishment (Phase 1) will need to occur and will be allowed in order to protect the lake from exposure of the microplastics and maintain public access through the majority of the summer until Phase 2 can be implemented.

The phasing of the planning, designing, and permitting included in Stantec's contract has been revised from a numbering system (1, 2, 3, etc.) to an alphabetic system (A, B, C, etc.) to reduce confusion, as the construction efforts are proposed to be documented as Phases 1, 2, and 3. In order to meet the design and permitting deadlines to successfully procure a contractor and implement Phase 2 improvements in 2026, additional funds need to be added to Stantec's contract. Amendment 1 and the associated scope of work (Attachments 3 and 4) include Phase B, which will concentrate on obtaining additional data, development of studies and boundary survey to support the overall project, while development planning, design, permitting, and implementation of the Phase 1 and 2 construction efforts in 2026 proceed. Because of the tight schedule, to allow for effective implementation in 2026, this contract amendment needs to occur concurrently with mid-year budget augmentations.

Staff will return to City Council on May 19, 2026 to provide an update on the Phase 2 design and potentially request additional funds for Phase 2 construction if needed, prior to releasing the project for bidding.

**Financial Implications:** On June 17, 2025, $75,000 was allocated to the El Dorado Beach Revetment Project (Account #301-60086). $11,183.23 was utilized on the 2025 emergency work in order to cover the exposed sandbags and open the beach up safely for the 4th of July holiday. This leaves a remainder of $63,816.77 in the account to utilize towards interim beach replenishment measures and engineering design and permitting.

As part of the FY25-26 annual budget, an additional $150,000 was allocated to the El Dorado Beach Revetment Project to begin engineering design and permitting services.

On January 13, 2026, Phase 1 of the consultant contract (since renamed Phase A) was awarded for a not to exceed amount of $149,971. To stay on track to implement both Phase 1 and 2 construction in the 2026 construction season, additional design funds are needed. Phase B Design (services included in Amendment 1 to Stantec's contract) will require an additional $332,057.50 for an amended total not to exceed amount of $482,028.50. This will allow for complete design, permitting, and construction support from the consultant for the Phase 2 Project. The funding needed for this amendment will be utilized from the total funds allocated to the Project as part of mid-year budget augmentations approved on March 24, 2026. It is anticipated that the remainder of the funds allocated to the Project as part of the mid-year budget will be used for the Phase 2 Project construction.

**Environmental Considerations:** This project will require detailed environmental review and permitting from multiple local, regional, state, and federal agencies. Although funding is not yet secured, if federal funding is pursued, joint environmental review under NEPA will be required in addition to CEQA and TRPA.

**Policy Implications:** Completing engineering designs and permitting will develop solutions that assist with advancing the City Council Strategic Priority, ***Protect the Natural Environment***, by removing the plastic sandbags previously installed in 2018 as an emergency revetment at El Dorado Beach. It also advances the City Council Strategic Priority, ***Recreation and Equitable Access for All***, by facilitating implementation of measures at El Dorado Beach that can continue to provide access for people of all abilities to public spaces and ensuring public connectivity and safety at Lakeview Commons.

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 13th day of January 2026 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Stantec Consulting Services, Inc.** ("Consultant").

## RECITALS

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

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

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

## AGREEMENT

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

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

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit A** also 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 direction of the City to start Phase 1 professional services for the El

Dorado Beach Revetment & Improvements Project. All work shall be completed within the time frame required for compliance with the CA Business and Professions Code Chapter 15, Section 8771 before and after construction season for the Phase 2 Project. Contract shall expire on December 31, 2030.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Scope of Services letter set forth in **Exhibit A** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$149,971** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

7. Ownership of Documents.

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

8. Consultant's Books and Records.

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

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

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

d. Where City has reason to believe that such records or documents

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

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

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

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

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

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

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

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

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

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

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

15. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

16. Insurance Requirements.

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

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

Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

b. 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.

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

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

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

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

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

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

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

d. 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.

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

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

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

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

If to Consultant:

Provide a copy to: Stephen Peck
295 Highway 50 Suite 1
Zephyr Cove, NV 89449-7702

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

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

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

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

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

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

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

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

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation, and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

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

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements

if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By Cody Bass
Cody Bass, Mayor

Date 01/18/2026

CONSULTANT:

By stephen peck
Stephen Peck,
Principal Senior Engineer

Date 1/16/2026

Business License # 319441

APPROVED AS TO FORM:

By Heather Stroud (Jan 16, 2026 14:07:34 PST)
Heather Stroud, City Attorney

Date 01/16/2026

ATTEST:

By Susan Blankenship (Jan 16, 2026 14:02:35 PST)
Susan Blankenship, City Clerk

Date 01/16/2026

Attachments:

Exhibit A – Scope of Services

Exhibit B – COI

Exhibit C - Anti-Lobbying Certification

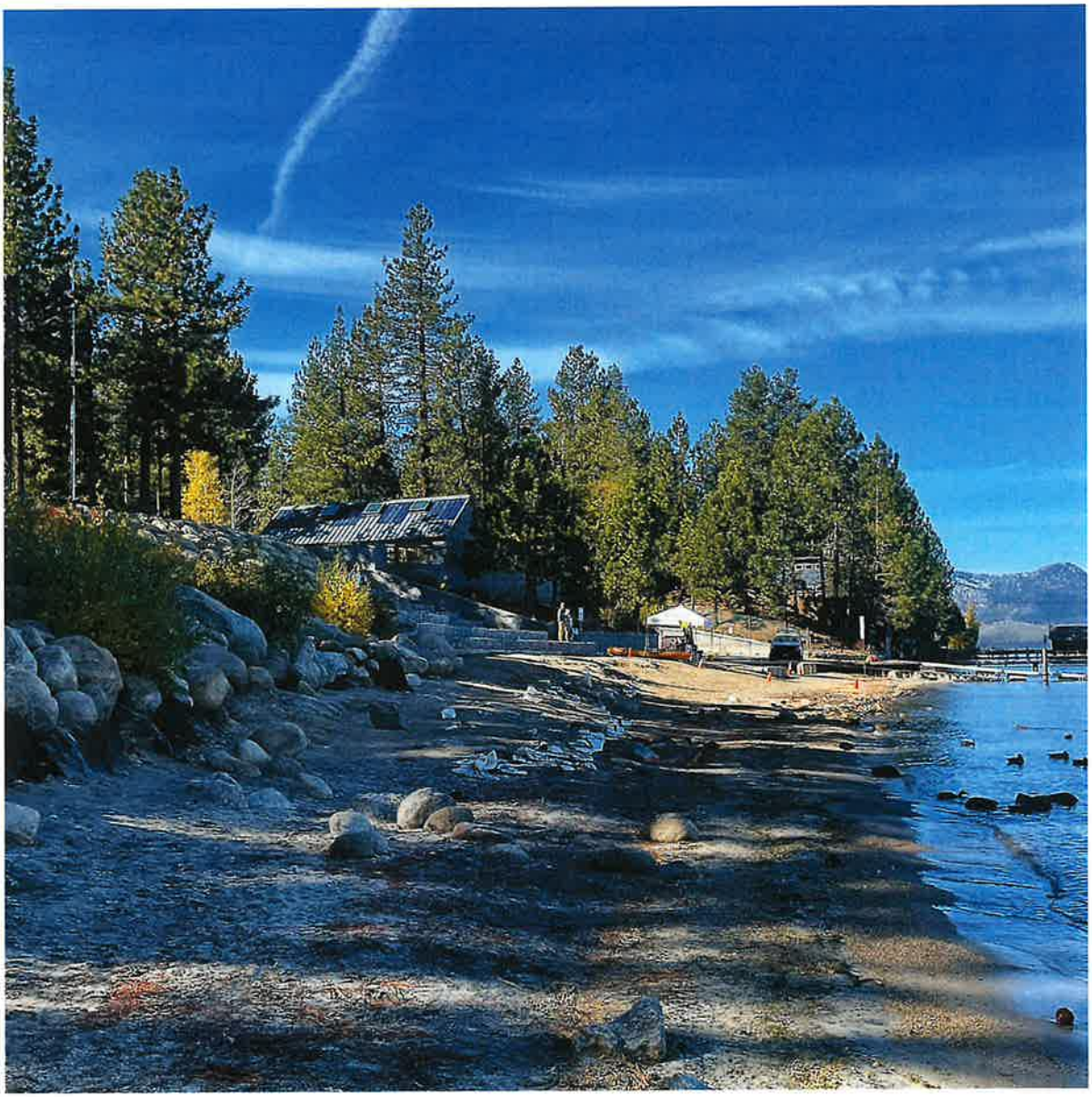
# EXHIBIT A

## SCOPE OF SERVICES

# City of South Lake Tahoe

# El Dorado Beach Revetment & Improvements

**Engineering Design and Permitting Services**
**City Project No. 30160086**
**RFP #2025-11-07**



December 12, 2025

Stantec Consulting Services Inc.

# Introduction

Stantec provides the following scope of work, schedule and estimated costs for the El Dorado Beach Revetment Improvements, Engineering Design and Permitting Services (Project). The scope of work is based on our review of the Project, knowledge of requirements in the Lake Tahoe Basin, shoreline revetment knowledge and coordination with City Staff.

This scope of work reorganizes the tasks and subtasks related to design, environmental clearance/permitting, and construction. The updated structure reflects a phased implementation approach that begins with the design and construction of interim revetment solutions, followed by the design and construction of permanent revetment improvements, and ultimately the construction of recreational and entertainment amenities. This sequencing is intended to address immediate and priority revetment needs as quickly as possible while simultaneously advancing the design and permitting of the full project vision, ensuring that later construction phases can proceed without requiring additional environmental clearance.

Below is our project understanding, proposed phased approach to the planning, design, environmental review, permitting and construction of the Project, along with a proposed project scheudle in appendix A and anticipated project costs in appendix B.

# Project Understanding

Stantec is excited to support the City with this important project to repair and enhance the shoreline and shorezone at El Dorado Beach and Lakeview Commons. The project looks to repair the temporary erosion protection measures installed by the City along the shoreline to prevent erosion and protect the Lakeview Commons and shoreline at El Dorado Beach for the long-term. In addition, the City looks to provide a greater level of public access—including Americans with Disabilities Act (ADA) access—to a larger portion of the area, while also evaluating alternatives and options to enhance the *Live at the Lake* Summer event.

The Project area is along the southern shoreline of Lake Tahoe, in the City of South Lake Tahoe, adjacent to Highway 50 (Caltrans), Lakeview Boulevard (City of South Lake Tahoe) and the El Dorado Beach Boat Ramp (City of South Lake Tahoe). Due to wave action, fluctuating lake levels, storm events at high water stands, and the steep and unprotected shoreline, extensive erosion and undercutting of the beach area have occurred. Additionally, the beach area lacks the ability to replenish lost sand and recover from storm events due to imbalances in the cross-shore sediment transport, and armoring the bluff behind the beach which cut off the beach from its upland sediment supply. A temporary emergency effort performed by the City in 2018 has reached its life span resulting in exposure of the temporary sacks and concerns from the Lahontan RWQCB of the potential microplastic contamination to the lake.

In order to develop and implement corrective actions to protect the area from continued erosion, and re-establish the El Dorado Beach, construction will be required at and below the ordinary high-water mark of Lake Tahoe. These construction efforts will require significant and complex environmental and permitting requirements, in addition to the understanding of design and construction of shoreline structures in a large water body that has fluctuating lake levels. Collaboration and engagement between the design team, environmental team, City team, and regulatory agencies will be paramount from Project initiation through the construction of the Project. This will allow for efficiencies in the design and construction, along with looking at the long-term viability and maintenance of the improvements installed.

Based on Stantec's thorough review of the RFP and review of the project site's existing conditions, along with our knowledge of the project area and specific requirements of performing work around and below the high-water mark of Lake Tahoe, we have developed the following scope of work.

# Phased Approach

Based on the complexity of the Project, necessity to engage with regulatory agencies and limited funding Stantec is proposing a phased approach to the scope of work and City authorization. This will allow for more efficient delivery of the project scoping at a lower cost to the City. This is because we will be scoping and costing efforts that are clearly defined with fewer assumption in the phase being scoped – the previous phase will inform the upcoming phase.

The phased approach will most likely apply to construction as well, with the potential for a longer term "temporary" solution that can be implemented into the final "permanent" solution. We will then consider and discuss the potential for additional recreational and entertainment amenities separate from the revetment improvements as part of a future phase after completion of the revetment work. This will allow for additional time to obtain construction funding, but have the project designed, environmentally cleared and permitted as one.

Only phase 1 is proposed to be formally contracted with this approval, and therefore only phase 1 has a formal and detailed budget estimated. Phases 2 through 5 have a "high-level" level of estimated effort, which will be defined in detail prior to initiating these phases (approval of scope and budget by the City). Since the exact level of effort, type of

improvements, level of design, environmental and permitting is not fully known at this time, the budget estimates provided could be up to 50% below and up to 50% higher than that documented herein.

These phases are identified, with a brief overview, in the scope of work below.

# Scope of Work

## *Phase 1*

Phase 1 efforts will initiate the Project and formal consultation with the regulatory agencies, through engagement with the Lake Tahoe Shoreline Committee.

The intended outcome of Phase 1 is to (1) generate buy-in from stakeholder agencies (particularly those with regulatory responsibilities pertinent to the Project) on study methodology and confirm project objectives, and (2) complete initial data collection efforts as described below.

### Task 1: Project Management, Engagement, & Agency Coordination

The key to strong project management is managers who support individual team members and ensure redundancy in technical review and analysis. Proper project management also ensures that the overall goals and objectives of the project are kept in clear focus and that the project adheres to scope, cost management, schedule, performance, and quality of work requirements. Stantec assigns the right individual, with the applied experience, and provides a systematic approach to project management that ensures high-quality products and services will be delivered to our clients on time and within budget.

Effective communication is fundamental to good project management. First and foremost is the regular communication between the City and the Stantec team. Patricia Sussman will be project manager and primary point of contact on this contract. Patricia was specifically selected for the management of this project based on her knowledge, past experience, communication skills, recent project work in the Tahoe Basin and past collaboration with regulatory agencies and interdisciplinary teams. As project manager, Patricia will be responsible for project coordination, maintaining the effectiveness and efficiency of work, coordinating cost, schedule reporting, and monthly invoicing, and addressing questions and concerns related to the project. The project manager is the day-to-day point of contact for the project. Patricia will be supported by Stephen Peck, our proposed Principal-in-Charge. Stephen will maintain responsibility for client service, contract terms, commitment of staff resources, and assurance of quality control for the overall contract, while supporting Patricia in the management and work performance of the project. Patricia and Stephen will further be supported by Melanie Greene, who will be our environmental compliance and permitting lead and Brian McRae who will lead engineering and design.

Patricia will work closely with the City to ensure the effort reflects a collaborative approach, that regular communication is maintained, and that the team remains informed as to the progress of the technical aspects of the project, including schedule and budget. Our management team is committed to providing ample opportunity to identify issues of concern as they arise in order to head off any potential problems. This professional commitment to collaboration and communication will ensure rapid responses to any identified problems or challenges in scheduling and technical elements as they become apparent.

The management team proposed for this contract has a proven track record of delivering high-quality work, on time and on budget, and of being able to stretch out the use of funding dollars to ensure a successful project.

#### *Subtask 1A: Project Management and Coordination*

Patricia Sussman will be the project manager and primary point of contact and will be directly involved with all communications with the City related to the project. All internal team communications will be led by Patricia, who will coordinate closely with task leaders. She will be readily available and will coordinate with the City project manager (and/or designee) and all other necessary parties involved to ensure a successful project. Patricia will ensure each task and subtask is completed to the City's satisfaction, on time, to the scope, and on budget.

A key objective of our approach will be to establish effective communication among the parties involved, including the City's planning, maintenance, and engineering staff, utilities, and the public, as well as funding, permitting, and regulatory agencies. Stantec's project manager and task leaders share a common goal in this regard and will ensure effective communication is maintained throughout the project.

This subtask further includes internal Stantec team coordination and communication efforts required to perform the work, such as monthly budgeting, invoicing, subconsultant coordination and invoicing, and general project administration. A project coordinator will be assigned to facilitate these tasks from project inception to completion. This allows for an efficient work process that benefits both the City and working team.

Each week, labor hours and costs will be entered into Stantec's project cost tracking system, Oracle. This information is available to the project manager at any time and provides sorted, weekly summaries of the charges incurred, updated weekly with timesheet entries. Charges are presented by task, by individual, and by the direct costs category. The budgeted amounts for these categories are also listed. Ms. Sussman will review each charge recorded for accuracy and will correct any inappropriate charges. This approach to cost control allows us to proactively manage budget and scope. Stantec will provide monthly invoices and associated progress reports to the City in a format acceptable to funding agencies, with the necessary backup.

***Subtask 1B: Meetings***

*Project Kickoff Meeting*

Upon receipt of the Notice to Proceed for the project the City Project Manager and Stantec Project Manager will coordinate on setting up a project kickoff meeting. It is intended for this meeting to occur within two weeks, if not sooner, of the Notice to Proceed. The meeting will be attended by key City and Stantec staff and will be held virtually to assist in scheduling and cost reduction. The meeting will review the scope, schedule, budget, existing available information about the project and the site, and initial discussions on the proposed project. The meeting will also confirm team roles and communication preferences.

*Monthly Project Meetings*

Continual coordination between the City and Stantec will be essential for Project success. As part of our standard management approach, we recommend that the City Project Manager and Stantec Project Manager allocate and schedule a monthly re-occurring meeting. The intent of the meeting is to review project status, discuss project elements and any other need that needs to be addressed. The meetings can also turn into more detailed meetings, with additional specialists invited to attend from the City or Stantec team, depending on "where" the project is at in the schedule. The City project manager and Stantec project manager will coordinate at the project kickoff meeting for the day/time of the re-occurring meeting.

*Agency Meetings*

Because the Project is located in an environmentally sensitive and scenic area and will require in-water work (below the ordinary high water) of Lake Tahoe, coordination in the form of meetings with regulatory and potentially funding agencies will be essential for project success. Stantec believes in engaging all of these agencies, or stakeholders, early and often in the project development so they can raise any concerns and provide input into the planning and design to avoid challenging approvals, or even worse, denials later in the project. An agency venue that already exists is the Shoreline Review Committee. It includes representatives of all agencies with jurisdiction and meets once a month to review projects, programs and policies proposed for the shorezone of Lake Tahoe. As part of this Project we envision holding agency meetings throughout project development with the first one being a project kickoff/initiation/introduction meeting to the Stantec team. At this meeting we will review and discuss the project along with discussing and collecting feedback on the proposed studies and field efforts to be performed.

In addition, at this initial meeting Stantec will provide "pictures" and general information on potential "ideas" that could be implemented as part of the longer-term temporary measure and permanent measure. These will not be designs but previously implemented solutions in other areas to initiate discussions with the agencies. We want to let the Shoreline Review Committee know that Stantec, and the City, are not locked into any solution until we get bathymetric data, wind/wave modeling completed, and littoral drift assessments completed (along with any environmental studies). Basically, we want to let the "science" inform the design and not jump to any assumptions and pre-conceived solutions.

The intended outcome of this initial engagement with the Shoreline Review Committee is consensus on the initial field efforts, data collection, limits, timing, etc. to avoid potential conflicting opinions during the planning, alternatives and design phases of the project.

*City Council/Planning Commission Meetings*

We recognize the Project has a high profile and will involve engagement with the public, and City Council, who will track its progress. Furthermore, the Project will need environmental clearance for CEQA (anticipated IS/MND) and most likely permits and associated environmental clearance from TRPA and U.S. Army Corps of Engineers, which can require public hearings and permitting. This will require the project to be presented at the City's Parks and Recreation Commission, the City Planning Commission and City Council.

While many of these efforts will be later in the project schedule (future phases), it is anticipated that a presentation at one City Council Meeting will be necessary to provide a project update during the phase 1 efforts. The timing of the presentation and discussion topics will be determined by the City Project Manager.

### *Subtask 1C: Project Schedule*

The proposed draft project schedule is provided at the end of this section. We anticipate that this will be revised in coordination with the City (most likely during, or after the project kickoff meeting). Stantec sees the schedule as a "living" document that will require updates as the project progresses. Ideally the schedule does not change, and the milestone dates are achieved. However, to manage unforeseen circumstances we will review and update the project schedule quarterly (four times per year) during the project delivery process (concludes at final design/construction bidding).

We will develop the schedule in MS Project and provide it to the City in both MS Project and PDF formats. The schedule will additionally be reviewed and discussed by the City project manager and Stantec project manager as part of the monthly coordination/progress meetings.

***Deliverables:***

- Monthly invoicing and progress reports (3).
- Monthly virtual meetings with the City (3)
    - One agenda, presentation and meeting summary for each meeting.
- Initial schedule and one quarterly update.
- One (1) Shoreline Review Committee Meeting
    - Preparation will include a presentation of proposed studies and conceptual possibilities/ideas. Follow-up will include a meeting summary with captured input and direction.
- One (1) City Council Meeting
    - Preparation will include presentation on phase 1 project efforts

***Assumptions:***

- All deliverables will be electronic in PDF format.
- When appropriate, meetings will be virtual for reduced costs and scheduling ease.
- Any direct costs incurred associated with required in-person meetings (e.g. travel time) will be charged to the contract.

## Task 2: Site Analysis and Data Collection

One of the first orders of work for the Stantec team will be performing a desktop review of the available existing information and a site analysis and data collection at the project site to define the project area, existing conditions, and facilities in the area of improvements to support the development of conceptual alternatives for the Project. The surveying necessary to support the Project will be part of this initial effort and is described in Task 3 of this scope of work. This effort will commence at the start of the contract/Notice to Proceed and continue following the kickoff meeting and include the following efforts/subtasks.

### *Subtask 2A: Review Existing Materials*

The Stantec team will coordinate with the City to obtain all project-related and project-area documents, including but not limited to existing survey data (control, boundary, topography, etc.), existing utility information, previous as-built construction drawings (both permanent Lakeview Commons and the temporary emergency work), boat launch information, usage surveys/data/reports, and any other pertinent, local, project-related materials. This data will be compiled and reviewed to determine the additional data collection needs, survey data needs and other pre-alternative and pre-planning information to support the project.

A data gaps memorandum (memo)will inform and streamline future data collection by clearly communicating to the team and stakeholders what additional information is required. The memorandum will help focus future data collection (remainder of subtasks in this task) and ensure the team and stakeholders have a clear understanding of what information remains to be acquired.

To facilitate the sharing of information and exchange of data Stantec will establish a project-specific file share site, or if the City uses Microsoft Teams, a Microsoft Teams channel. This will enable large files to be transferred electronically, saving both time and money. Stantec uses these sites on our projects and has found them to be a successful approach to data sharing. Additionally, we have the capability to set up multiple sites, allowing each site to provide access to specific individuals or agencies, so that data sharing is possible not only between the City and Stantec but with as many project stakeholders as selected.

### *Subtask 2B: Geotechnical/Soil Assessment*

Stantec will retain Reno Tahoe Geo Associates (RTGA) to perform all of the geotechnical and soils assessments aspect of the project. RTGA will complete the geotechnical field exploration in two site visits. During the initial visit, they will

review site conditions and select the most appropriate locations for sampling. During the second site visit, they will perform three hand auger samples and three dynamic cone penetrometer (DCP) soundings. Two of these would be located above current water level, and one would be performed in no more than one foot submergence assumed to be 10 to 20 feet from the shoreline. Hand auger sampling would possibly use a combination of hand shovel, pushed casings, hand auger, and hand-driven SPT samples to attempt to get to 3 to 4 feet depth. Most likely, the holes will collapse and fill once they are below the water surface and groundwater surface, so sampling may only be successful to about 1.5 feet depth at most. They would perform DCP, which consists of a steel rod with conical tip driven by a hand hammer to provide blowcounts representative of soil density. Their estimate is that soils are most likely dense, and penetration will not exceed 2 to 4 feet depth. The work would be performed during this winter when the lake levels are at lowest feasible levels. The amount of excavation would be less than 0.5 cubic yards and therefore would not exceed the TRPA grading season limit for this project.

Upon completion of the field exploration efforts laboratory testing of the samples obtained will be performed. The purpose of the laboratory testing is to evaluate the physical and engineering properties of the soil samples collected in the field. The number of tests is listed in parentheses. They anticipate the laboratory testing program will consist of:

- Sieve Analysis - Coarse and Fine (4);
- Hydrometer (4);
- Atterberg Limits (2);

Based on the results of the field exploration and laboratory testing, RTGA will provide their opinions and recommendations in a geotechnical report regarding the following:

- A discussion of the erodibility and silt content of littoral beach soils and underlying native soils on the site;
- Other potential impacts of sand mitigation for the subject site; and
- Discussion of potential sources for beach replenishment sand;

RTGA will present their opinions and recommendations in a written report complete with logs of the test pits and laboratory testing results.

***Subtask 2C: Wind-Wave Modeling***

Stantec will develop a 2D wave model of the lake to understand the wave conditions at the site. The objective of the model is to simulate the generation of waves over the lake and how they transform and break at the shoreline to understand the drivers of erosion and sediment movement at the beach. This will inform the conceptual design alternatives and feed into the design of the selected strategy. The model will be developed using SWAN, a spectral wave model that is used to simulate wave generation, propagation, and transformation in coastal, lake, and estuarine environments. SWAN is one of the leading wave models and is the industry standard for modeling wind-wave generation, wave propagation, flow, and sediment movement. Stantec has used SWAN to model wave generation, propagation and transformation for various applications along the California shoreline, in the Great Lakes, and in estuaries along the east and gulf coasts. For this effort, we proposed modeling typical conditions and storm conditions. Typical conditions will reveal overall patterns in sediment movement, if any, and storm conditions will provide design parameters for the selected strategy.

To most effectively develop an accurate model, the collection of key information is paramount. The three main inputs into the model are lake bathymetry, wind data, and lake water level. Lake bathymetry is available from the United States Geological Survey (USGS) and the TRPA, and lake elevation data is available from the USGS, Bureau of Reclamation (BOR) and the Truckee River Operating Agreement. We propose additional bathymetric data collection in the nearshore region of the project site to ensure up-to-date conditions are reflected in our modeling. The collection of bathymetric data will be incorporated in the surveying efforts of the project (Task 3), and that information will be used to develop a complete basemap of the project area (below and above water surface elevation of the lake). Wind will be obtained from the gauge at South Lake Tahoe Airport located 3.5 miles south of the project site.

The result of this effort will be a brief technical memorandum summarizing the wind-wave modeling and the local wave environment at the project site, along with recommendations to support the alternatives and design.

***Subtask 2D: Sediment Transport Assessment***

Stantec will perform a littoral drift assessment to understand the sediment movement patterns at the project site. This information is key to developing effective alternatives and the successful outcome of the Project.

We will first collect relevant studies regarding sediment movement in the South Lake region, along with aerial imagery and historical shoreline locations, if available, to understand historical patterns. Then we will use the results from the wind-wave modeling to characterize any net longshore sediment transport patterns.

From our understanding, the dominant pattern of movement is in the cross-shore direction. During storms, large waves will erode the beach and transport the sediment offshore. Traditionally, this sediment is transported back to the beach during low wave periods, however, because of factors unique to Lake Tahoe, such as an episodic storm environment and fluctuating lake levels this return transport does not occur as often. To investigate this phenomenon, we propose using XBeach, a cross-shore sediment model to better understand the factors that influence the on and offshore sediment movement. We will employ the 1D version of XBeach over a range of wave and water level scenarios to evaluate sediment transport under typical and extreme conditions. This will allow us to capture the combination of conditions that may lead to sediment movement.

This modeling will feed into the alternative design, ensuring that the designs are addressing the root of the erosion issues. Additionally, the modeling can be used to inform an ongoing sediment nourishment and management strategy, if that is a selected alternative.

The result of this effort will be documented in the wave modeling memorandum and include summarizing the sediment modeling efforts and the littoral drift in the project area vicinity, along with recommendations for the development of alternatives.

***Deliverables:***

- Data Gaps Technical Memorandum.
- Wave Modeling Technical Memorandum (inclusive of sediment transport assessment results)

***Assumptions:***

- The geotechnical investigation excludes a site-specific evaluation of soil or water contamination.
- All deliverables will be electronic in PDF format.
- Each deliverable will be provided in Draft (for City review) and Final form.

## Task 3: Site Survey and Basemap Development

The foundation of any solid design effort is detailed and reliable survey and mapping of the project area. Existing mapping exists within the Project area from the previously completed Lakeview Commons and 2018 emergency repair; however, both surveys are outdated, and it is known the shoreline has changed. Further, the previous basemapping did not collect bathymetric data to the extent required for development of the wind-wave modeling. There may be potential for use of existing bathymetric data from USGS, TRPA or other agencies, however, the age and accuracy of the data is unknown at this time. As part of the review of existing information in Task 2, the potential to use this data will be determined, and will be used if agreed to by the City and Stantec, forgoing the collection of new data. However, for purposes of this scope, it is assumed new data will need to be acquired. Therefore, an updated survey and basemap will be required to accurately depict the project area to support the proposed improvements. It is assumed that the boundary mapping developed for Lakeview Commons will be adequate for use on the project.

***Sub-task 3A: Land Surveying***

Stantec proposes collecting necessary field data (above the water surface of the lake) for the project area to develop a basemap for use on the project. Stantec will retain R.E.Y. Engineers to perform all of the land surveying services.

R.E.Y. Engineers will perform an Unmanned Aerial Systems (UAS) Light Detecting and Ranging (LiDAR) scan along with conventional topographic methods of the area identified in Figure #1. The area identified in the polygon is approximately 4 acres in total and is located within the City of South Lake Tahoe. Additional transects of the lake bottom will be collected using single beam SONAR methodologies to be described further in sub task 3B.

R.E.Y. will establish ground control points (GCP's) sufficient to control and calibrate the LiDAR and imagery and to be used for the conventional topographic survey. A minimum of 6 permanent points will be established across the site. R.E.Y. will also collect a series of non-vegetated ground Quality Assurance (QA) shots to verify the LiDAR per the American Society for Photogrammetry and Remote Sensing (ASPRS) standards.

R.E.Y. will collect Nadir imagery concurrently with the LiDAR and will produce an orthomosaic photo of the site. The data collected will be sufficient for 5cm mapping per the ASPRS standards, and the orthomosaic will have a resolution of less than 5cm ground sampling distance.

R.E.Y. will collect and process the LiDAR and imagery, and will extract breaklines, spot shots, and other necessary items to create a Digital Terrain Model (DTM) of the site. R.E.Y. will also collect supplemental features not visible from the UAS using conventional surveying methodologies. Typical features to be collected will be utility features (including manhole dips), hardscapes, and trees (8" DBH or larger). The site will also have utility mark out completed prior to the survey to be collected. Both data sets will be used to create a complete design level topographic survey of the area of interest.

It is R.E.Y.'s understanding that there will be sufficient access around the site to set the GCP's, and to collect the QA ground shots and supplemental topo. The horizontal datum will be the North American Datum of 1983 (NAD83) State Plane Zone II (2011), Epoch 2010.00, and the vertical datum will be the North American Vertical Datum of 1988 (NAVD88). The control will be established by either using a National Geodetic Survey (NGS) Online Positioning User Service (OPUS) solution at the base point established for this project or utilizing a nearby NGS Control Point.

***Sub-task 3B: Bathymetric Surveying***

Collection of data below the water surface of the lake is required to develop the wind-wave model and to support the design development of the project. The lead Land surveyor (R.E.Y. Engineers) has coordinated with our shoreline engineers and project team to determine the extent of bathymetric data to be collected to ensure that the model has sufficient information. Similar to the Land Surveying in sub-task 3A Stantec will retain R.E.Y. Engineers to perform all of the Bathymetric services.

The area of bathymetric data collection is shown in Figure 1 identified by the transect lines are shown in orange. The two red lines represent cross-check lines to provide for QC and statistical analysis of the survey data.

The bathymetry data will be collected to provide for generation of a DTM surface and display of 0.5' (6") contours of the near-shore shelf to be incorporated into the landside topographic dataset to create a single seamless topographic drawing. R.E.Y. will collect this data using our 16' Saturn inflatable survey vessel equipped with a Seafloor Systems SonarMite 200KHz echosounder, supported by a Trimble R10 RTK GNSS receiver. A Trimble TSC3 survey controller running Trimble Access 2017.24 with be used for control and storage of the sonar data.

The SonarMite transducer provides a 7° beam angle. NOAA ENC Chart information for the project area indicates a very shallow, relatively flat lake bottom, with a nominal depth of 10 feet or less (MLLW) over the majority of the project. At that depth, the transducer beam will ensonify a footprint of approximately 1.2' in diameter. The SonarMite has a specified depth accuracy of +/- 0.01m (0.033') + 0.1% of depth RMS. The vertical accuracy of the R10 RTK-provided position is specified at 0.015m (0.049') + 1ppm RMS. The expected vertical reliability of the reduced lake bottom measurements is expected to be on the order of +/- 0.10 feet RMS, relative to the survey control.

Prior to commencing bathymetry data collection, an AML Minox-X sound velocity profiler will be deployed at several locations within the project area to determine an average velocity of sound in the water column. That velocity will then be programmed into the SonarMite.

Bathymetry data will be collected at a nominal interval of 5' along track while following the planned transects and cross-check lines. Supplemental topo data with be collected conventionally up to 5' depth to infill the area between the shore and the bathymetric data. The outline of the boat ramp will also be collected conventionally.

Upon completion of the field mission, bathymetry data will be processed, cleaned and reviewed in Trimble Business Center and then exported for inclusion with the land-side survey data for generation of the final products.

*Aquatic Invasive Species Mitigation (AIS):*

In accordance with regulations regarding the launch of watercraft on Lake Tahoe, REY has scheduled an AIS boat inspection at the Meyers Inspection Station for January 28, 2026, at 1130 AM PST. Once inspected, the survey vessel will remain in our Folsom warehouse until the date of survey. After completion of the survey and immediately upon recovery of the vessel, the boat crew will perform the Clean – Drain – Dry procedure prior to departing the launch ramp.

***Sub-task 3C: Basemap***

Careful and detailed mapping is critical to successful project design and construction; the basemap will be used in all future design efforts and be the basis of the construction. The Stantec team will use the boundary mapping from the Lakeview Commons project and compile the land survey data and bathymetric data collected as part of this project to develop a detailed project basemap. This effort will include the development of the horizontal locations of all the utilities from a combination of the existing grid mapping and survey shots of each utility to obtain the closest location as possible. The effort will additionally include the development of a "vertical" element for all the utilities where possible based on the information obtained during the field surveying efforts. Each of these will be built in Civil 3d as a pipe network for each utility that will allow the design team to have information vertically of the existing utilities.

The basemap will include the location of all survey control points established (minimum of six per the City RFP, or determined by the City project manager in coordination with the lead land surveyor), include one-foot contour intervals, ordinary high water mark of Lake Tahoe, water surface elevation at time of survey, and be on California State Plane Coordinate System, Zone 2 (NAD 83) and vertical control (NAVD 88).

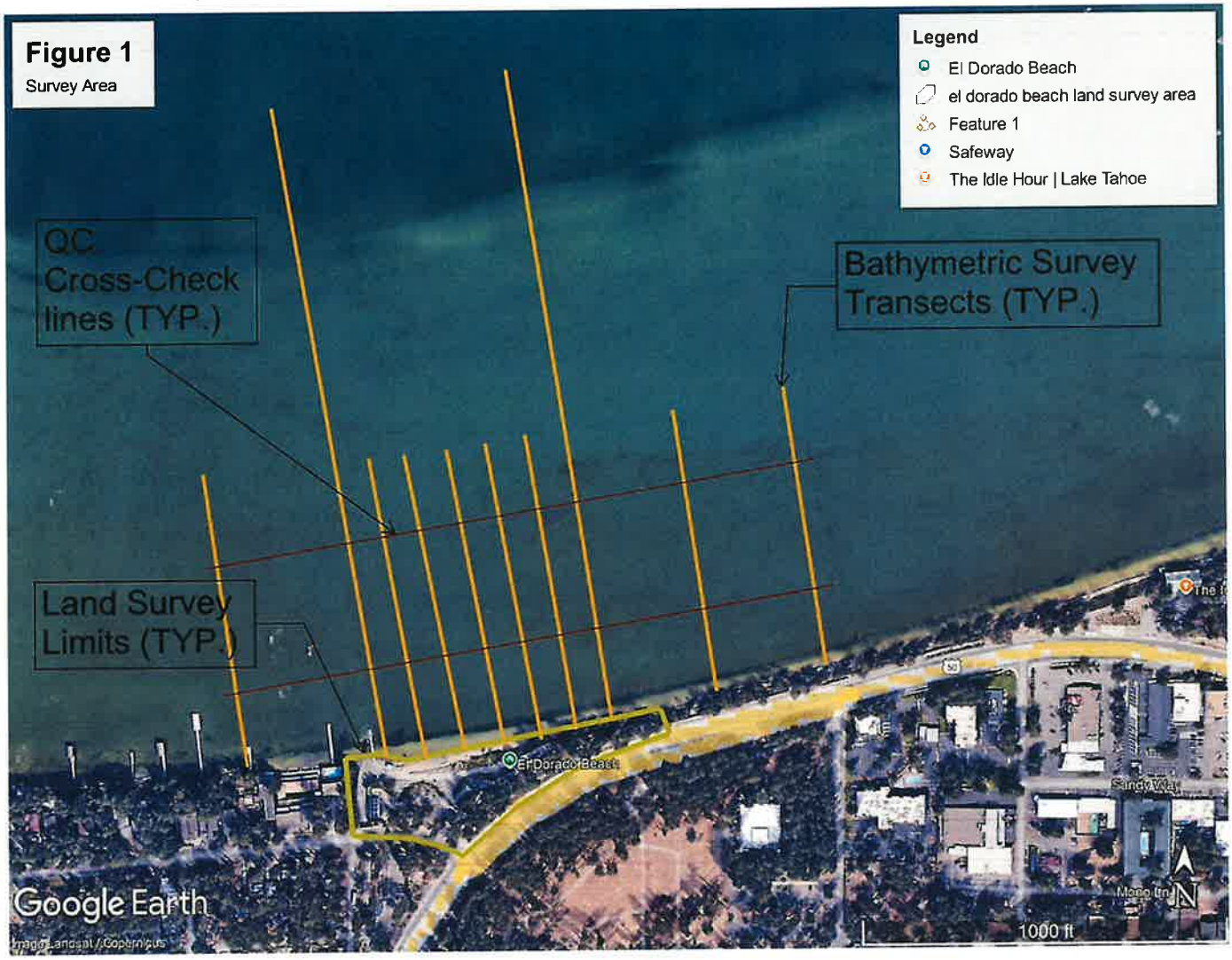
***Deliverables:***

- Project basemap
- Orthomosaic photo of the survey area

- CSV file of the established control points

***Assumptions:***

- All deliverables will be electronic in PDF format
- City will provide the boundary survey for Lakeview Commons in AutoCAD format, and no boundary surveying or boundary related work is to be performed
- City will provide access to the El Dorado Boat Ramp for the duration of the bathymetric survey efforts for launching the boat and recovery of the boat
- No roadway, Caltrans or other encroachment permits, or any permits, are required to perform the work



## *Phase 2*

Phase 2 will build on the efforts performed in Phase 1 through additional engagement with the City, Shorezone Review Committee and the Public along with additional studies building on information gathered from the studies on Phase 1. Phase 2 will use the information obtained and developed in Phase 1 to develop both short-term shorezone protection measure alternatives along with long-term revetment and enhancement measures to the El Dorado Beach and Lakeview Commons area.

The intended outcome of Phase 2 is to have a clearly defined "project" for both short-term measures which can be implemented in 2027 and long-term measures that can proceed to environmental compliance review.

## Task 1 (Cont.): Project Management, Engagement, & Agency Coordination

Efforts will include continuation of task 1A for the duration of Phase 2, along with a continuation of the Monthly Coordination meetings. In addition we anticipate the following meetings and public engagement.

*Agency Meetings*

- City Review - Alternatives review
- City Review - Concept design
- Shoreline Review Committee - Alternatives review
- Shoreline Review Committee - Concept design

*Field Review Meetings*

Throughout the project, there will be times when the Stantec team and City will benefit most from meeting and reviewing the project on site. These on-site meetings will enable the Stantec team and City to review particular and specific elements of the concept, review potential conflicts, review project challenges, and determine site-specific approaches to designing and implementing the project most efficiently. These field review meetings will be design, environmental and/or permit focused meetings between the City and Stantec design team. Additionally, these field meetings are a great opportunity to engage with public works staff that will directly maintain the project and can share their knowledge of the area and maintenance perspectives, which may inform the design. Meetings for Phase 2 are anticipated to include the following meetings:

- City Review - Preliminary alternatives
- Shoreline Review Committee - Preliminary alternatives

*City Council/Planning Commission Meetings*

- Alternatives review
- Concept design

### *Subtask 1D: Public Engagement*

The project area is in a highly used public space, along the shoreline of Lake Tahoe and visible from Highway 50. Because of its location the public, community, and visitors will witness construction. This will make the Project one of the City's "flagship" projects and something that the public will be engaged in and curious about. In addition, with the *Live at the Lake* schedule all summer long, impacts to this event will have to be considered as part of the process to minimize project impacts.

The above-noted impacts require engagement with the community as essential for project success, similar to that of other high-profile projects in the City. Stantec believes that public engagement is a key enhancement to project delivery and will provide community input, along with other local knowledge and history of the project area. The project will include disruption to residents, customers, and visitors within the Project area during construction which will require notification and coordination. By engaging the local community and creating opportunities for them to participate early in the process, they become part of the solution and inform the project design, and more inclined to be project proponents.

Stantec proposes to conduct a public outreach effort and public meeting early in the development process to inform the local community of the project, why it is occurring, and how it relates to Lakeview Commons and the boat launch facility. The public outreach can as simple as informing the residents, property owners, and business owners near the site about the project and schedule, or range to a more comprehensive program that includes community meetings, informational materials, and a project website. For this project we would propose a moderate engagement to clearly articulate the problem and the cause. This will educate the public and their potential contribution to the solution. These efforts are anticipated to include the following elements:

- Establish project page on the City website
- Preliminary findings/project need (Planning Commission meeting)
- Alternatives overview public meeting/workshop

***Deliverables:***

- Similar to Phase 1; to be detailed in future task authorization

***Assumptions:***

- Similar to Phase 1; to be detailed in future task authorization

## Task 2 (Cont.): Site Analysis and Data Collection

Additional studies to those conducted in Phase 1 will be undertaken. These studies are included in phase 2, instead of phase 1, based on the timing. The environmental review and assessment should be completed during the spring/early summer to provide for seasonal related field efforts. The shorezone assessment requires that all the other studies are completed prior to initializing this final study.

***Subtask 2E: Environmental Review and Field Assessment***

As part of our initial assessment, an understanding and knowledge of the existing environmental conditions in and around the project site is essential as it will provide the basis of initial discussions with the regulatory agencies. Since no work has occurred at the project site in over five years (2018 was the last known activity other than the 2025 sand replenishment emergency work) we are assuming that some amount of aquatic, terrestrial, botanical, sensitive species, noxious weeds, tribal and cultural assessments will be required. The previous efforts associated with Lakeview Commons and 2018 emergency repair will be reviewed and used, however due to their age, most agencies will require updated database searches and field assessments. Prior to any fieldwork commencing Stantec will collaborate with the City Planning Department and regulatory agencies to ensure that scope of the data collection effort is matched to the need (avoiding the collection of unnecessary information).

Information collected will be presented in memorandums and reports designed to support the environmental compliance documentation and project permit applications for the project.

***Subtask 2F: Shoreline Assessment***

Through a combination of the assessments performed under Subtasks 2A through 2D, along with the surveying, bathymetry and basemapping performed in Task 3, the Stantec team will have a clear understanding of the project area, near shore conditions and potential environmental constraints within and around the project area. This will provide the necessary information to provide mapping of the shoreline conditions, littoral drift, current and potential future erosion potential, existing infrastructure, property ownership, and environmentally sensitive areas/elements.

The result of this effort will be a technical memorandum summarizing the overall project area and shoreline conditions, including potential opportunities along with known constraints. This will be supported by mapping and GIS figures highlighting and notating the critical areas, necessary avoidance areas, and problematic areas within and around the project site. This information will be used to support the alternatives development, environmental compliance, permitting and design. This information along with beach dynamic graphics will be prepared for use with stakeholders and in public engagement.

***Deliverables:***

- Environmental Assessment Technical Memorandum.
- Shoreline Assessment Technical Memorandum.

***Assumptions:***

- All deliverables will be electronic in PDF format.
- Each deliverable will be provided in Draft (for City review) and Final form.

## Task 4: Interim Solutions

It is anticipated that the long-term solutions will take time to develop, get concurrence on, obtain environmental compliance, design and obtain permitting. In 2026 the City will implement a short-term measure by replenishing beach sand over the temporary revetment measures (plastic sandbags), as was done in 2025. It is understood that this approach is not something Lahontan wants to see year over year so this will be the final year proposed to perform this measure. As such, the City must develop interim solutions that address the degrading plastic sandbags while still protecting the shoreline from additional erosion. Based on information developed in Phase 1, Stantec will work to develop short-term provisions and actions to address these agency concerns, while also taking into account public safety and minimizing beach closure.

As part of the Phase 1 Shorezone Review Committee engagement/meeting and those associated with Phase two, we will work with the City to confirm priorities, goals, opportunities, constraints and specific permitting requirements to ensure they are incorporated into the short-term provision alternatives. Stantec will take this information and develop a list of possible interim options to share with the City and Shorezone Review Committee. The list will include representative details, material information, and potential location placements.

Based on input from the City and Shorezone Review Committee Stantec will develop and provide the City with concept plan for the temporary measure (placement of short-term measures that are acceptable to the agencies). The goal of these short-term measures will be for a more stable solution that does not require annual maintenance, protects the lake from microplastics and ideally can be built into the long-term solution. Once comments are received from the City and Shorezone Review Committee a final concept level plan will be developed.

***Deliverables:***

- Draft Short-term solution Conceptual Plan
- Final Short-term solution Conceptual Plan

***Assumptions:***

- All deliverables will be electronic in PDF format
- All meetings are included in Task 1

## Task 5: Revetment Concept Alternatives - Long Term / Permanent Solutions

The Stantec team will develop long-term / permanent solutions for the erosion currently occurring at the El Dorado Beach shoreline that will further incorporate other project elements the City and stakeholders may seek.

With the information gathered from Phase 1 efforts, the Stantec team will develop conceptual design alternatives that meet identified project objectives. Currently we understand these objectives as a design that protects the shoreline from erosion while maintaining beach access and recreational function. These alternatives will focus on balancing the project objectives with the environmental and site constraints. The conceptual alternatives will target several key considerations, as follows:

- Maintenance and enhancement of public beach access.
- Maintenance and potential enhancement of the boat launch facility.
- Feasibility of receiving environmental clearance (CEQA, NEPA and TRPA) without significant impacts that cannot be mitigated.
- Minimization of long-term maintenance costs.
- Maintenance and enhancement of recreational function of the project area and vicinity.
- Ability to meet required regulatory conditions / permitting conditions.
- Sustainable shoreline protection and resiliency.
- Avoidance or minimization of the potential for future emergency interventions.

Prior to developing the alternatives, we will meet with the City to confirm priorities and goals to ensure they are incorporated at the onset of this design phase. Based on Stantec's knowledge of the project area, Lake Tahoe regulations, shoreline conditions and the lake itself, we do not see a "one size fits all" solution. It is likely that the solution will be a combination of alternatives that collectively meet the objectives of the project. Traditional revetments provide shoreline protection but may prohibit beach access and recreational function. Conversely, solutions that will provide greater access and recreational function may require extensive maintenance, may not be sustainable, or may not meet regulatory requirements. The end solution will require a collaboration of all elements with input from multiple specialists and experts, including shoreline engineering, environmental, civil engineering, geotechnical engineering, permitting and visual, all of which are key team members of the Stantec team.

The first step in the alternative development process will be the development of a toolbox of alternatives. This toolbox will draw from previously developed shoreline protection projects across the country on dynamic shorelines with varying backshore conditions and wave climates. Alternatives may include an offshore submerged or non-submerged breakwater, a nearshore sand trap, plantings that limit wave energy and trap sediment, vegetated cobble revetment, living shoreline, routine sand replenishment, or a combination of these features. As part of this toolbox development process Stantec will host a workshop with agency representatives, City staff, and other stakeholders to review the proposed alternatives and obtain others to add to the toolbox. Each alternative will be accompanied by a short design description and cross section drawing.

Once the toolbox is finalized, a matrix will be developed that will review each alternative over a range of evaluation criteria. These criteria will be developed in coordination and collaboration with the City, agencies, and Stantec team and may consist of the following:

- Shoreline erosion protection
- Impacts on littoral drift
- Environmental clearance
- Sustainability – sand recovery/replenishment
- Beach accessibility
- Maintenance cost
- Regulatory permitting
- Recreation function
- Maintenance frequency
- Visual impact
- Capital cost

These evaluation criteria may require that each alternative is evaluated in different locations across the site as the conditions across the site vary and could result in different evaluation outcomes for the same alternative. There may be different zones that will be evaluated as part of the process, which will be determined based on the information gained during Tasks 2 and 3. Each of these criteria, per zone, will be rated on a scale of one to five and qualitatively scored by the Stantec team for review and collaboration with the City and agencies.

Once the evaluation is completed and input is obtained from the City, agencies and stakeholders, a second workshop will be held to review the evaluation. It is anticipated that one or more alternatives will score higher than the others, allowing for the group to focus on these select alternatives in each zone. Once the group agrees on the top alternative for each zone, the Stantec team will compile them into a holistic project area conceptual design depicting the location and extent of each toolbox alternative and how they complement each other. This will be developed on the project basemap in plan view to an approximate 10% design level. It will be developed on one overview sheet so that the project area can be seen all as one for ease of understanding and visualizing for the reviewing parties. A rough order of magnitude cost estimate will be developed based on the 10% design plan.

The conceptual plan will be provided to the City, agencies, and stakeholders for review and comment. We anticipate that a field review meeting will be beneficial to review the plan, seek additional feedback and refine for development of the final conceptual design. We further anticipate that this field review meeting will be done in conjunction with other improvements (Task 6) so that the entire project can be reviewed together. The conceptual plan provided will include separate concept plans for the revetment and other improvements, along with a combined project conceptual plan.

***Deliverables:***

- Shoreline protection alternative toolbox
- Shoreline protection evaluation matrix
- Draft Conceptual Plan consisting of one plan view sheet and cost estimate
- Final Conceptual Plan consisting of one plan view sheet and cost estimate

***Assumptions:***

- All deliverables will be electronic in PDF format
- The final concept plan will become the basis of the design for the project
- All meetings are included in Task 1

## Task 6: Other Improvements – Alternatives

In parallel with the development of the revetment alternatives toolbox and conceptual plan, the Stantec team will additionally develop conceptual alternatives for other improvements for the project area. These improvements are assumed to be recreational, access and usability improvements to the Lakeview Commons and El Dorado Beach. In order to obtain a better understanding of these proposed improvements or wish list of everything that would ideally be incorporated, Stantec recommends engagement and collaboration with City staff, stakeholders, users, and the public early in the process to learn all elements that could be included. This will allow for an open discussion and collaboration allowing for the free flow of ideas by all parties.

Once input is gathered from the larger group Stantec will coordinate with the City on what elements should be included and those that should not be considered in the conceptual plan Elements anything that would not be environmentally feasible to get approval, permitting restraints, capital cost/long-term maintenance cost, etc. The elements that are determined to be beneficial and feasible to include will be incorporated into a conceptual plan. The conceptual plan will be developed on the basemap on one sheet to show the entire project area holistically and how one element fits with other elements. This will further be overlain on the revetment conceptual plan to ensure that all improvements fit with one another. As stated in Task 5 the plans will be provided to the City, agencies, and stakeholders for review, followed by a field review meeting to discuss and resolve comments. Upon completion of the field review meeting, a final concept plan will be developed.

***Deliverables:***

- Draft Conceptual Plan
- Final Conceptual Plan

***Assumptions:***

- All deliverables will be electronic in PDF format.
- The final concept plan will be the conclusion of the "other improvements" design
- The final concept plan will be the basis of the "other improvement" design if these elements were to be brought forward to additional design levels for the project.
- All meetings are included in Task 1.

## *Phase 3*

Phase 3 efforts will take the project from the conceptual and alternatives stage of development into the design and environmental compliance phases. We recognize that to properly review and assess the project from an environmental standpoint, and receive CEQA, NEPA (if necessary) and TRPA approvals the project design must be advanced to a level where the project impacts and improvements are clearly defined. Therefore, the intended outcome of Phase 3 is to advance the design of the proposed project improvements to a 60% design level.

The intent of what will be "included" in the project will be all encompassing for what the City sees as the long-term "vision" for the area. While some elements may be built in the short-term, anything that the City looks as potentially building in the next 10 years in the area should be included in the design and environmental review.

## Task 1 (Cont.): Project Management, Engagement, & Agency Coordination

Efforts will include continuation of task 1A for the duration of Phase 3, along with a continuation of the Monthly Coordination meetings. The efforts will additionally include the following anticipated meetings and public engagement.

*Agency Meetings*

- City Review - Alternatives review
- City Review - Concept design
- Shoreline Review Committee - Alternatives review
- Shoreline Review Committee - Concept design

*Field Review Meetings*

- City Review - Preliminary alternatives
- Shoreline Review Committee - Preliminary alternatives

*City Council/Planning Commission Meetings*

- Alternatives review
- Concept design

*Subtask 1D: Public Engagement*

- Establish project page on the City website
- Preliminary findings/project need (Planning Commission meeting)
- Alternatives overview public meeting/workshop

***Deliverables:***

- Similar to Phase 1; to be detailed in future task authorization

***Assumptions:***

- Similar to Phase 1; to be detailed in future task authorization

## Task 7: Interim Solution Implementation

The intent of the interim solution will be to better stabilize the beach area beyond the beach replenishment performed previously and provide a more durable solution, that hopefully can be used as part of the long-term solution as well. As part of the Phase 2 efforts the conceptual level of design will be completed and confirmed with the City, agencies and Shoreline Review Committee. This coordination and collaboration will hopefully support a streamlined environmental and permitting process, which will enable it to be performed under an emergency determination, like previous efforts.

***Subtask 7A: Design***

The final concept plan for the interim condition developed in Phase 2 (Task 5) will be updated and refined so that the plan can be used for both permitting and construction of interim condition improvements. The intent of this design update

would not be to develop full construction documents to 100% design levels but keep the plan at a more conceptual level in nature allowing for some minor field-fitting and adjustments, while also saving time to allow the interim conditions to be constructed in 2027.

The design would be updated to an approximate 50% design level, providing plan, profile and sectional views of the improvements along with supporting details. It is anticipated that this will have to be publicly bid, and therefore technical specifications and an estimate/bid list will be developed to support the plans.

Stantec will develop draft specifications, draft plans and a draft bid list for City review/comment and for use in project permitting. Upon receipt of comments, and permit conditions, the plans, specifications and estimate (PS&E) will be updated and provided to the City for use in bidding the construction project.

***Subtask 7B: Environmental and Permitting***

The interim solution is assumed to be determined and "emergency action" by the regulatory agencies, similar to the current and ongoing efforts performed at the Project site. Therefore, it is assumed that there will be no environmental clearance documentation required.

Similar in nature, the permitting for the interim solution is assumed be under the same "emergency action"

***Subtask 7C: Construction Bidding and Construction Support***

Stantec will provide as-directed construction bidding and construction support to the City, similar to what is described in Task 15

***Deliverables:***

- Draft PS&E Package for Interim Solution
- Final PS&E Package for Interim Solution
- Project Permit applications for Interim Solution

***Assumptions:***

- All deliverables will be electronic in PDF format
- All meetings are included in Task 1

## Task 8: 60% Design Package

Once the conceptual design is completed, the project plans will be developed to the 60% design level ready for the formal development of the environmental compliance documents (CEQA Initial Study will be completed based on the Conceptual Plan). Not only do the 60% design plans become the basis for the environmental compliance process, but they also initialize the permitting review process along with providing the first true look at the project's constructability. As part of the 60% design, the Stantec team will seek to develop innovative approaches that meet all of the project needs in a seamless fashion building on that developed in the conceptual design process.

The Stantec team will develop the 60% design of the project based on the concept plan and input from the City and stakeholders. The 60% design will include both horizontal and vertical design aspects. The plans will highlight key features of the design for construction of the project and sufficiently show the proposed improvements, potential environmental impacts and construction mitigation measures. The anticipated plan set will potentially include the following sheets (similar sheets for 60%, 90% and final design stages):

- Title sheet
- Survey control
- Dewatering/in-water work
- Grading plan
- Notes/legend
- Staging/storage/access
- Site plan (revetment)
- Cross sections
- Sheet index
- Temporary BMPs
- ADA access plan
- Details

The 60% design will include information needed for the environmental compliance review and approval of the project, including ancillary measures (e.g., construction staging and material storage areas) so that project area can be adequately represented and fully evaluated in the CEQA/NEPA document.

Development of the 60% design detail is typically the most critical element of the design development process, as the design evolves from a general/conceptual level to a detailed design level at this stage. To ensure that the design is progressing properly, the Stantec team will provide the City with key updates (potentially on a weekly basis / minimum monthly during the monthly coordination call). This will also provide our team with feedback on critical design elements, environmental impacts, potential construction constraints, or other key project elements, which will assist in the development of the design. Any changes from the concept plan to the 60% plans will be listed in a table clearly describing the changes and the reasons for them, to provide the City with a clear understanding and rationale for the changes for discussion with stakeholders and agencies.

Upon completion, the Stantec team will provide the 60% design plans to the City for review and comment. During the City review period, the Stantec team will meet with the City to review the plans. This meeting will enable the Stantec team and the City to review the proposed improvements and discuss any questions, comments, concerns, etc. the City may have. This will allow both parties to identify any potential project issues/complications (and any project benefits), so that they can be addressed on the next iteration /design step of the project plans to minimize the potential for construction change orders.

To augment the plans, we will produce a construction cost estimate to detail the anticipated project costs based on the 60% design. The estimate will be based on recent construction costs (unit prices) for similar work in the region to ensure accuracy of the estimate (with a target of 20% accuracy/use of a 20% contingency).

At this stage of the design process, the Stantec team proposes to develop a project technical specifications outline, rather than full project technical specifications. These documents will be developed at the 90% design stage, when the project design is refined and all design aspects of the project are nearly complete. This will reduce the efforts on the technical specifications and reduce City review time, allowing for a faster project delivery process at a reduced cost.

The plans will be developed in Autodesk Civil 3d, the technical specifications outline will be developed in MS Word, and the estimate will be developed in MS Excel.

Upon completion of the 60% plans and cost estimate, and prior to issuance of the documents to the City, the Stantec team will conduct a thorough QA/QC review to ensure the following:

- The plans meet the goals and objectives of the project.
- The project will be able to obtain environmental clearance and permitting approval.
- The plans, estimate and technical specification outline is consistent with one another.
- Project Plans and details are in accordance with City and State standards, policies and regulations.
- Project plans are in accordance with design standards and standard-of-care.

***Deliverables:***

- 60% plans
- 60% estimate
- 60% technical specifications outline

***Assumptions:***

- All meetings are included in Task 1.
- All preliminary deliverables will be electronic in PDF format.

## Task 9: Environmental Compliance

The Project will require detailed environmental review and permitting from multiple local, regional, state, and federal agencies. Although funding is not yet secured, the City anticipates pursuing federal funding, which would trigger joint environmental review under CEQA, NEPA, and TRPA (NEPA lead agency to be determined).

We integrate agency and public input early in the planning process to determine the appropriate level of environmental documentation. Based on initial collaboration with the agencies, studies and informed design, we anticipate preparing a CEQA Mitigated Negative Declaration (MND), a TRPA Environmental Assessment (EA), and potentially a NEPA EA as potential impacts are expected to be mitigable through project design and construction measures. This will be confirmed at the completion of Phase 2, once all project improvements are known and the existing environment is known.

The Stantec team has extensive experience preparing these types of environmental documents and working collaboratively with the agencies that will have approval and/or coordination roles with this project including TRPA, Lahontan RWQCB, CDFW, USACE, California State Lands, and the California Department of Transportation (Caltrans). Our proven approach emphasizes early coordination, cost-effective documentation, and defensible analyses to streamline review and permitting. Engaging agencies at the conceptual design stage allows them to provide input on alternatives and become active participants in the project, reducing the risk of delays later in the process.

Below are the anticipated subtasks to complete environmental documentation and permitting for the Project.

***Subtask 8A: Project Description Development***

The first step in the environmental compliance aspect of the Project will commence when the conceptual plan is completed and clearly defined. This will serve as the basis for use in CEQA, NEPA, and TRPA environmental documents. The project description will:

- Define project scope and limits, including all proposed improvements (revetment repair, access points, habitat features, staging areas, etc.).
- Describe construction methods, sequencing, and duration.
- Identify general areas of temporary and permanent impact areas (shoreline, lakebed, upland).
- Summarize goals and objectives, consistency with City and TRPA plans, and public benefit.

***Subtask 8B: Determine and Prepare Environmental Documentation***

Based on the project description and anticipated resource effects and in coordination with the agencies with jurisdiction in the shorezone, the Stantec team will determine environmental documentation requirements including confirming an anticipated CEQA IS/MND (City as lead agency), confirming environmental review requirements with TRPA (assuming an EA), and coordinating with USACE and/or other federal entity to determine the necessary permit and any associated NEPA requirements.

Following agency agreement and confirmation on environmental compliance documentation, the team will move forward with preparation of the documents, integrating the compliance document and effects analyses when and where possible for efficiency and to ensure consistency across findings and environmental protection and mitigation measures. If reasonable and agreeable by lead agencies, the environmental document may be a joint CEQA/TRPA and/or NEPA document.

During the review periods for the environmental documents, we will take advantage of existing public meetings (e.g. Planning Commission meetings, City Council meetings) to engage with decision makers and capture public input.

***Deliverables:***

- Project Description (based on 30% design)
- Administrative Draft and Public Draft environmental compliance documents (joint or separate)
- CEQA Initial Study/ Mitigated Negative Declaration
- TRPA EA
- NEPA EA
- Response to comments and final environmental compliance documents

***Assumptions:***

- Budget assumes consolidated set of comments from the City on the project description.
- Public engagement associated with release and review of the environmental documents is coordinated under Task 1.
- The data gathered as part of Task 2 and Task 3 will provide sufficient information from which to complete resource effects analysis and no additional field surveys will be required.
- Budget assumes consolidated comments from the City on the Admin Draft CEQA document and reasonably consolidated comments from other lead agencies.

## Task 10: Construction Phasing Plan

With the various potential project improvement components that may be proposed in the Project area it is anticipated that the construction of the project will be required to be "phased" to support projects that can be constructed in one season and provide additional time to secure construction funding. The phasing plan will also need to be discussed and incorporated into the environmental review, as there will be interim conditions between construction phases.

It is assumed that the long-term revetment improvements would be constructed first, and as part of one phase, and the later phases would be those involving recreational and entertainment improvements. The extent, complexity and cost of these recreational and entertainment improvements will determine the number of additional phases required, which will be coordinated with the City.

Stantec will meet and coordinate with the City prior to the development of the phasing plan to obtain input. A draft plan will be developed for City review and comment, and a final plan will be provided incorporating City comments.

***Deliverables:***

- Draft Phasing Plan
- Final Phasing Plan

***Assumptions:***

- Phasing plan will be developed based on the final concept plan of all proposed improvements

# *Phase 4*

Phase 4 efforts will commence with the acceptance of the CEQA/NEPATRPA environmental clearance document and will finalize the project design, obtain project permits, develop a maintenance plan and then bid the project for construction.

The final design, and associated permitting, will be developed in a phased approach based on the phasing plan. The tasks described below are general in nature and based on what is anticipated to be required for the phase 1 efforts only (Revetment Improvements). The recreational and entertainment improvements will be performed under a separate phase and tasks which will be determined after completion of the phasing plan, when the extent and timing of these improvements is defined.

## Task 11: Final Design - PS&E (Revetment Only)

***Subtask 10B: 90% Design Package***

The Stantec team will prepare a 90% design package for the project that will include updated plans, development of detailed technical specifications, bid list, and cost estimate. The 90% design will be developed based on comments received from the City, agencies, and project stakeholders on the 60% design along with any mitigation or other requirements from the environmental clearance process. The 90% design will include additional level of detailed design sufficient for permitting applications to be developed, submitted and received permitting conditions from the regulatory agencies.

Upon completion of the 90% plans, technical specifications and cost estimate / bid list, and prior to issuance of the documents to the City, the Stantec team will conduct a thorough QA/QC similar to that described previously.

***Subtask 10C: 100% Design Package***

The Stantec team will prepare a 100% design package and bidding documents for the project. We will develop the 100% design based on comments received from the City, agencies, and project stakeholders on the 90% design along with addressing permitting conditions from the regulatory agencies. The 100% design will be a bid/construction-ready set of construction documents, including complete plans, technical specifications, bid list, and cost estimate.

The project plans and technical specifications will be signed and sealed by a California Registered Professional Engineer that was in responsible charge of the design.

Upon completion of the 100% design plans, technical specifications and cost estimate / bid list, and prior to issuance of the documents to the County, the Stantec team will conduct a thorough QA/QC similar to that described previously.

***Deliverables:***

- 90% plans
- 90% estimate / bid list
- 90% technical specifications
- Final 100% plans, signed and sealed by a California Registered Professional Engineer
- Final 100% estimate / bid list
- Final 100% technical specifications, signed and sealed by a California Registered Professional Engineer

***Assumptions:***

- All meetings are included in Task 1.
- All preliminary deliverables will be electronic in PDF format.

## Subtask 12: Permitting Coordination and Applications (Revetment Only)

Following environmental clearance the Stantec team will prepare and submit permit applications for all required approvals. Anticipated permits include:

- TRPA Project Permit
- USACE Section 404 Permit and Section 10 of the Rivers and Harbors Act of 1899
- Lahontan RWQCB Section 401 Water Quality Certification
- CDFW Section 1600 Lake and Streambed Alteration Agreement

- California State Lands Commission Lease or Authorization
- Storm Water Pollution Prevention Plan (SWPPP)/SMARTS Coverage (Construction General Permit)

The Stantec team will prepare draft permit applications and supporting materials (narratives, figures, and technical attachments) for City review, finalize them, and assist the City in agency coordination and response to questions.

We assume the City will submit all permit applications and be the primary point of contact with the regulatory agencies. During the permitting review period, the Stantec team will support the City in response to questions, coordination, meetings, etc. to assist in permit obtainment. Once the permit conditions have been received the conditions will be incorporated in the plans and specifications prior to development of bid documents. The permits, along with all conditions, will be included as appendices to the construction bid documents.

Specific to the SWPPP, Stantec proposes to follow a similar process to Caltrans for the SWPPP and SMARTS development and implementation. Stantec will develop a draft SWPPP to support the construction bidding of the project and include a specification section in the technical specifications

***Integration and Compliance Tracking***

As part of finalizing environmental documents and permits, the Stantec team will develop a mitigation monitoring and reporting table summarizing all environmental commitments and permit conditions. The design team and environmental compliance and permitting team will stay in close coordination to ensure all environmental and permit requirements are incorporated into plans, specifications, and bid documents.

***Deliverables:***

- Draft and final permit applications
- Draft SWPPP
- Mitigation and compliance matrix

***Assumptions:***

- Permitting applications that require cut and fill quantities will not be initiated until design plans are in the final stages (until those quantities are available).
- All permitting fees will be paid by the City.
- No City permits will be required as this is a City project on City owned/controlled land and no internal City permits will be required nor obtained for construction of the project.
- No formal consultation for USFWS is anticipated.
- The final SWPPP, all SMARTS responsibilities, retainment of the project QSD/QSP will be placed on the construction contractor, as a line item in the bid (bid item) for them to implement in association with the Project.
- Timeline for compliance tracking will be coordinated with final design and PS&E.

## Task 13: Maintenance and Monitoring Plan (Revetment Only)

The long-term shoreline maintenance and monitoring plan is essential for the long-term success of the selected alternative and is rooted in comprehensive monitoring, maintenance, and adaptive management strategies. Our approach to developing the plan will involve close collaboration and coordination with the City and key stakeholders to ensure we are incorporating the necessary components and aligning with state and local guidelines and regulations. Key components of the shoreline maintenance plan are:

- Protocols and triggers for sand replenishment and evaluation of the potential impacts from these placement activities. These will be informed by the littoral drift assessment developed in Task 2E.
- Detailed strategies and procedures for sediment sourcing, testing and beneficial reuse of dredged material, incorporating best practices and lessons learned from similar projects in other regions.
- A comprehensive monitoring plan to evaluate the effectiveness of the project through regular qualitative and quantitative assessments and data collection to track progress and identify any issues.
- Evaluation of impacts to shoreline from storm events, and development of measures to mitigate these impacts such as temporary sandbag placement, replanting and/or additional shoreline protection structures. These will be informed by the littoral drift assessment developed in Task 2E.
- An adaptive management framework that allows for adjustments based on observed outcomes for the long-term stability of the shoreline. Ongoing monitoring will inform necessary maintenance and adaptive management actions.

- Detailed coordination with regulatory agencies and Project Partners for compliance and alignment with regulatory requirements, including measures to encourage a collaborative relationship with regulatory agencies to stay abreast of permit requirements for future maintenance events. It is anticipated that once permitting and consultations are performed for initial construction of the project, and agency concerns and special requirements are known, permitting efforts for future maintenance events would become more streamlined.
- Coordination with local stakeholders and other participating agencies to detail maintenance roles and responsibility and ensure alignment with community needs and leverage local knowledge and resources.

Stantec will coordinate with the City on the anticipated monitoring and maintenance for the Revetment Improvements during the final design of the project (90% design). This coordination will include discussions with the maintenance leaders who will be overseeing and performing the work to obtain a clear understanding of what is feasible and not feasible, so that the plan will be implemented. Based on these coordination efforts Stantec will develop a draft plan for City review and comment. The draft will be updated and provided to the agencies for additional review and comment. A final plan will be developed incorporating agency comments.

***Deliverables:***

- City Draft long-term shoreline maintenance and monitoring plan
- Agency Draft long-term shoreline maintenance and monitoring plan
- Final long-term shoreline maintenance and monitoring plan

***Assumptions:***

- None.

## Task 14: Maintenance Agreements (Revetment Only)

The long-term shoreline maintenance may potentially require annual work, or at a minimum re-occurring work, depending on the weather and lake level conditions. These maintenance activities will be within the lake and below the ordinary high-water mark, requiring permitting from various agencies to perform the work. Therefore, to provide efficiencies the intent would be to obtain maintenance agreements, or memorandums of understanding (MOU's) from all agencies that would require permits for this work. We anticipate that these agreements will need to be developed for the following agencies:

- Tahoe Regional Planning Agency
- Lahontan Regional Water Quality Control Board
- California Division of Fish and Wildlife
- California State Lands Commission
- US Army Corp of Engineers

Stantec will coordinate with the City on the anticipated agreements during the final design of the project (90% design). This coordination will include discussions with the agencies, most likely during Shorezone Review Committee meetings. Based on these coordination efforts Stantec will develop draft agreements for City review and comment. The draft will be updated and provided to the agencies for additional review and comment. A final agreements will be developed incorporating agency comments for approvals.

***Deliverables:***

- City Draft maintenance agreements / memorandums of understanding (5)
- Agency Draft maintenance agreements / memorandums of understanding (5)
- Final maintenance agreements / memorandums of understanding (5)

***Assumptions:***

- Each agency requiring potential permits will require a maintenance agreement / memorandums of understanding

# *Phase 5*

Phase 5 will include efforts associated with supporting the City through the construction bidding and construction of the revetment improvements for the Project.

## Task 15: Construction Bidding and Construction Support (Revetment Only)

***Subtask 14A: Construction Bidding***

Upon acceptance by the City of the final design package (PS&E), Stantec will provide the City with an electronic copy of all the documents. The electronic copies will be in both PDF and original file format (Autodesk, MS Word, MS Excel) and provided via a file share site or Microsoft Teams channel. The Stantec team has considerable construction bidding experience on a variety of projects throughout the state of California, including for the City, following public bidding protocol. We will support the City in any facet of the bid, as requested by the City. Based on the RFP, these efforts will be limited to bid question/bid request for information (RFI) support and preparation of addenda.

***Subtask 14B: Construction Support***

With Stantec's local presence and extensive experience in construction support, we can provide as little or as much construction management, inspection and support services the City may need. Based on the RFP the Stantec team will provide construction oversight support and assistance throughout the duration of the construction contract for the project as requested and needed by the City. Construction oversight support is anticipated to provide engineer-of-record services during construction and include coordination during construction of the project to address any design questions that may arise during the course of construction. This support can also include review and recommended responses on submittals, contractor RFIs, construction change orders and site observations during construction as directed by the City.

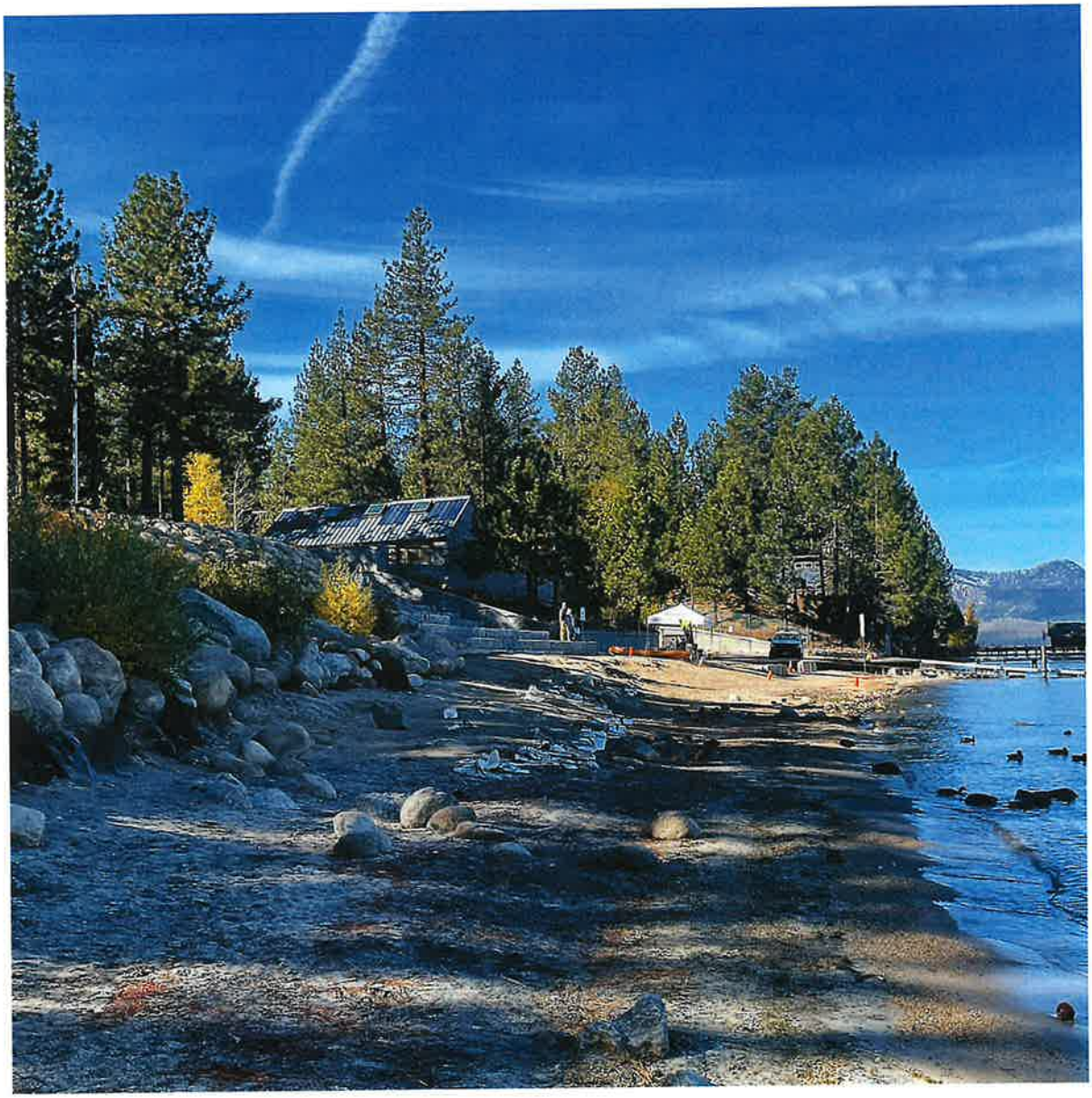
***Deliverables:***

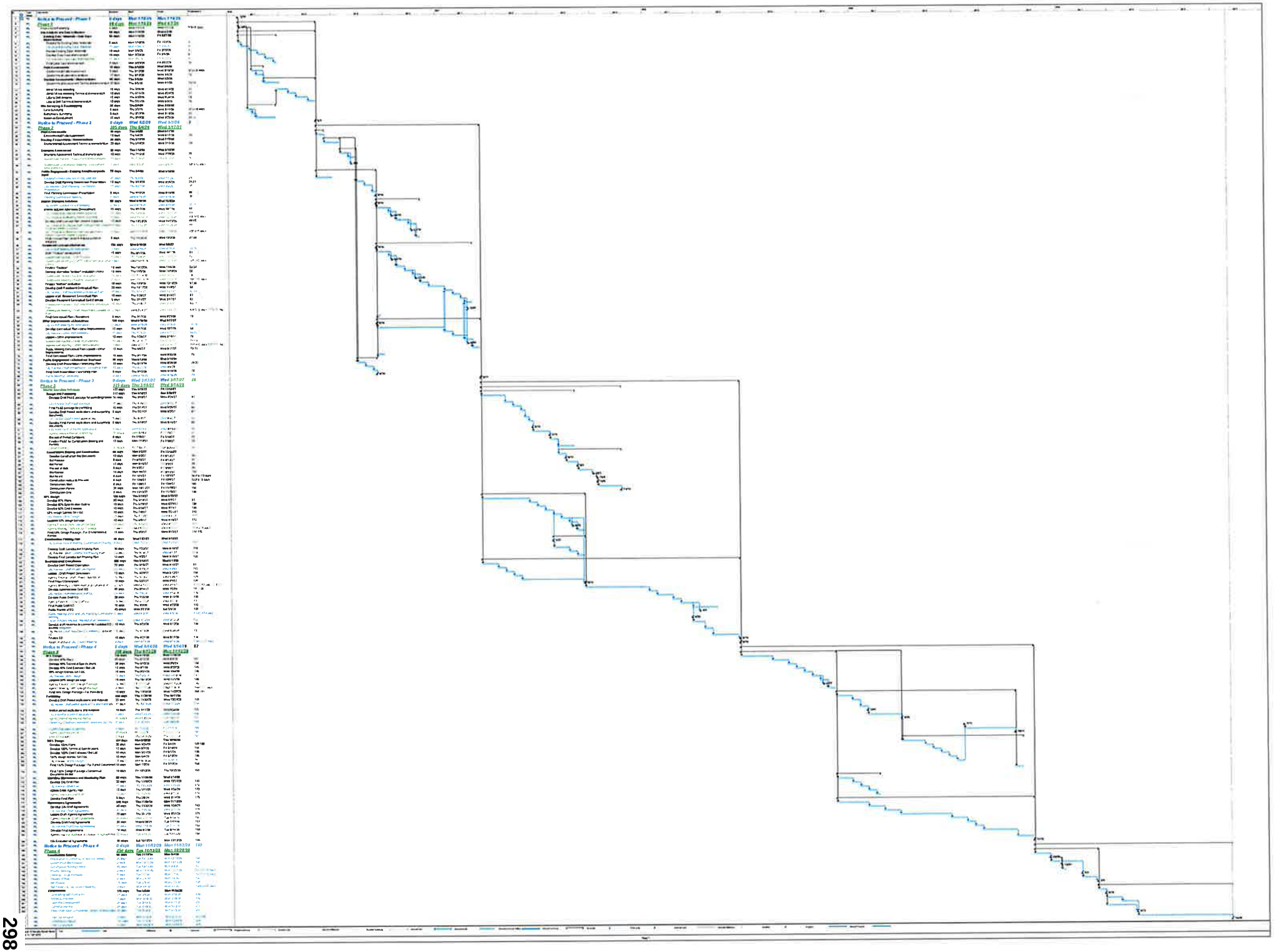
- Draft response to bidder questions/RFIs
- Preparation of bid addenda
- Attendance at Pre-Construction Meeting
- Draft Submittal responses
- Draft RFI responses during construction
- Change order review
- Site visit daily logs

***Assumptions:***

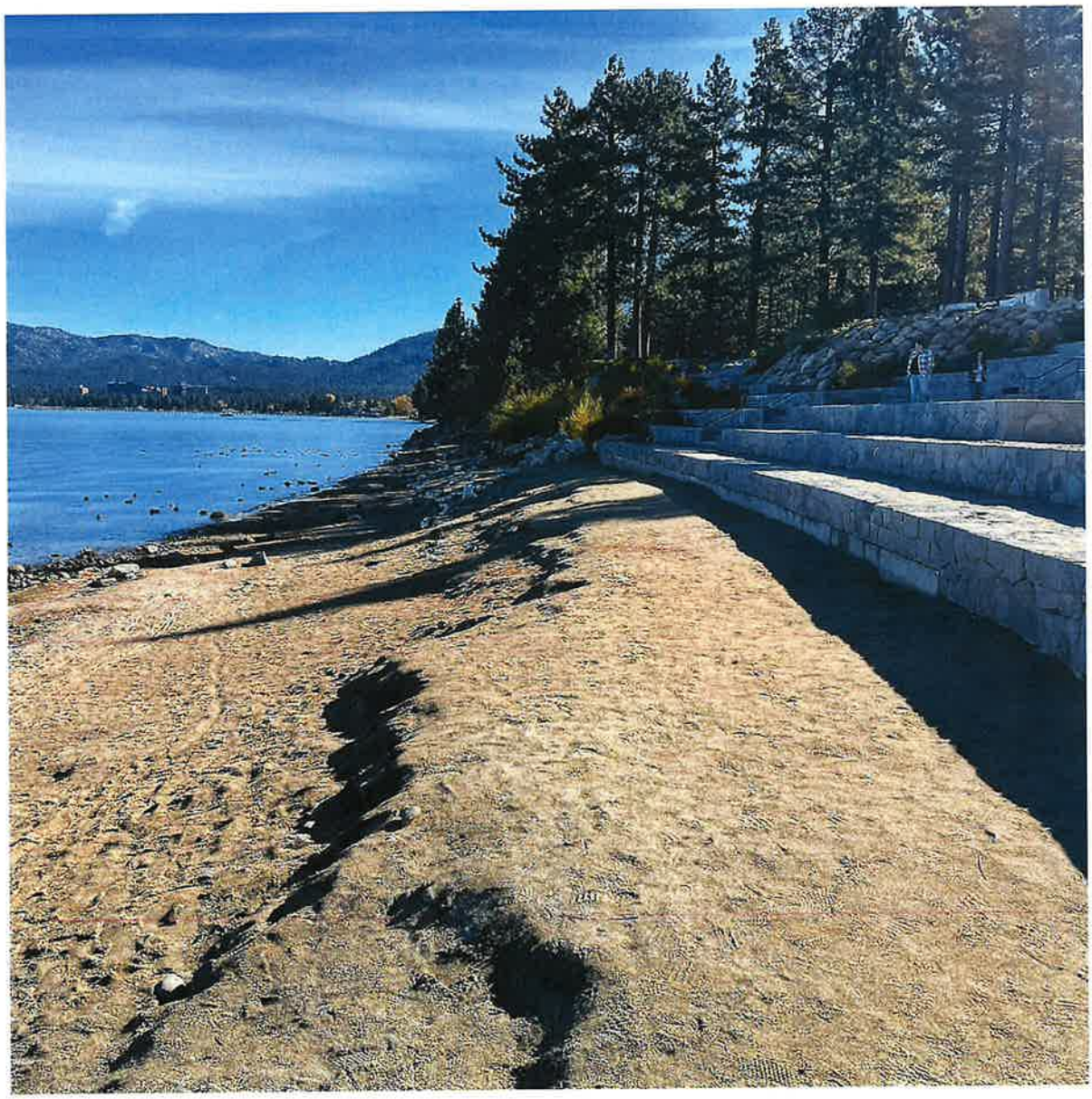
- Bidding of the construction will be led by the City.
- Construction Management and Inspection will be led by the City.

# Appendix A Project Schedule





# Appendix B Costs



| | | Name | Peck, Stephen | Sussman, Patricia | Carroll, Paul | Shade, Coleen | Kassem, Sarah | Moreira Ribeiro Appleton Figueira Sobreiro | Yang, Kun | Lashley, Chris | Johnson, Parker | Sackett, Abby | Thomas, Bill | Osborn, Allyson | Lee, Eric | Keeler, Ross | Travel | Kelo Tahoe Civil Associates | K.E.Y. Engineers | Hours | Expense | Sales | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Project Billing Rate (T&M) | $260.00 | $176.00 | $246.00 | $200.00 | $200.00 | $163.00 | $176.00 | $189.00 | $189.50 | $163.00 | $146.00 | $155.00 | $168.00 | $153.00 | $1.00 | $1.00 | $1.00 | | | | |
| | | Total Units (T&M) | 12.00 | 43.00 | 24.00 | 4.00 | 109.00 | 172.00 | 8.00 | 8.00 | 19.00 | 19.00 | 40.00 | 13.00 | 8.00 | 8.00 | 1,250.00 | 12,456.00 | 48,700.00 | 482.00 | $1,250.00 | $62,156.00 | $189,971.00 |
| | | Total Fee (T&M) | $3,120.00 | $7,568.00 | $5,904.00 | $800.00 | $21,800.00 | $28,036.00 | $1,408.00 | $1,512.00 | $3,422.00 | $2,808.00 | $5,840.00 | $2,015.00 | $1,512.00 | $1,240.00 | $1,250.00 | $12,456.00 | $48,700.00 | | | | |
| 1 | Task 1 | **Project Management, Engagement, & Agency Coordination** | | | | | | | | | | | | | | | | | | 100.00 | $1,250.00 | $1,656.00 | $22,249.00 |
| 1.1 | Task 1a | Project Mgmt. Coordination, Invoice (4 months) | 2.00 | 16.00 | | | | | | | | | | | | 8.00 | | | | 26.00 | $0.00 | $0.00 | $4,578.00 |
| 1.2 | Task 1b | Meetings | 10.00 | 18.00 | 2.00 | 4.00 | 32.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | 4.00 | 0.00 | 1,250.00 | 1,656.00 | 0.00 | 72.00 | $1,250.00 | $1,656.00 | $17,342.00 |
| 1.2.1 | 1b.1 | Project Kickoff Meeting (1) | 2.00 | 2.00 | | | 2.00 | | | | | | | | | | | 414.00 | | 6.00 | $0.00 | $414.00 | $1,686.00 |
| 1.2.2 | 1b.2 | Monthly Project Meetings (4) | 2.00 | 4.00 | | | 2.00 | | | | | | | | | | | | | 8.00 | $0.00 | $0.00 | $1,634.00 |
| 1.2.3 | 1b.3 | Agency Meetings (1) | 2.00 | 2.00 | | 2.00 | 2.00 | | | | | | | | | | | 414.00 | | 8.00 | $0.00 | $414.00 | $2,086.00 |
| 1.2.4 | 1b.4 | City Council/Planning Commission Meetings (1) | 2.00 | 3.00 | | | 16.00 | | | | | | | | | | 1,250.00 | 414.00 | | 20.00 | $1,250.00 | $414.00 | $5,736.00 |
| 1.2.5 | | Meeting Presentation Development (2) | 2.00 | 8.00 | 2.00 | 2.00 | 8.00 | | | | | | | 4.00 | 4.00 | | | 414.00 | | 30.00 | $0.00 | $414.00 | $6,710.00 |
| 1.3 | Task 1c | Project Schedule Update (1) | | 1.00 | | | | | | | | | | 1.00 | | | | | | 2.00 | $0.00 | $0.00 | $331.00 |
| 2 | Task 2 | **Site Analysis and Data Collection** | | | | | | | | | | | | | | | | | | 312.00 | $0.00 | $10,800.00 | $66,862.00 |
| 2.1 | Task 2a | Review Existing Materials | | 8.00 | 2.00 | | 8.00 | 4.00 | | | 8.00 | | | 8.00 | 4.00 | | | | | 42.00 | $0.00 | $0.00 | $7,660.00 |
| 2.2 | Task 2b | Geotechnical/Soil Assessment | | | | | 2.00 | | | | 2.00 | | | | | | | 10,800.00 | | 4.00 | $0.00 | $10,800.00 | $11,578.00 |
| 2.3 | Task 2c | Wind/Wave Modeling | | | 6.00 | | 30.00 | 92.00 | 8.00 | | | | | | | | | | | 136.00 | $0.00 | $0.00 | $24,372.00 |
| 2.4 | Task 2d | Littoral Drift Assessment | | | 12.00 | | 32.00 | 76.00 | | 8.00 | | | | | | | | | | 126.00 | $0.00 | $0.00 | $23,252.00 |
| 3 | Task 3 | **Site Survey and Basemap Development** | | | | | | | | | | | | | | | | | | 70.00 | $0.00 | $49,700.00 | $60,900.00 |
| 3.1 | Task 3a | Land Surveying | | | | | | | | | 4.00 | | | | | | | | 31,865.00 | 4.00 | $0.00 | $31,665.00 | $32,421.00 |
| 3.2 | Task 3b | Bathymetric Surveying | | | | | 4.00 | | | | | | | | | | | | 15,500.00 | 4.00 | $0.00 | $15,500.00 | $16,300.00 |
| 3.3 | Task 3c | Basemap | | | | | 2.00 | | | | 4.00 | 16.00 | 40.00 | | | | | | 2,535.00 | 62.00 | $0.00 | $2,535.00 | $12,139.00 |

Stantec

Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.

**Stantec Consulting Services Inc.**
295 Highway 50
Suite 1
Zephyr Cove, NV 89448-1533
stantec.com

# EXHIBIT B

## CERTIFICATE OF INSURANCE

# EXHIBIT C

## ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:
Stephen Peck

By: stephen peck Date 1/16/2026

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2026 1/16/2026

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 Lockton Companies, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 kcasu@lockton.com | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED 1414100 STANTEC CONSULTING SERVICES INC.<br>410 17TH STREET<br>SUITE 1400<br>DENVER CO 80202-4427 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Berkshire Hathaway Specialty Insurance Company — 22276<br>INSURER B : AIG Specialty Insurance Company — 26883<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 22914937 **REVISION NUMBER:** XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ XXXXXXX |
| | | | | | | | MED EXP (Any one person) | $ XXXXXXX |
| | | | | | | | PERSONAL & ADV INJURY | $ XXXXXXX |
| | | | | | | | GENERAL AGGREGATE | $ XXXXXXX |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ XXXXXXX |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) | $ XXXXXXX |
| | | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ XXXXXXX |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | | | | | | | AGGREGATE | $ XXXXXXX |
| | | | | | | | | $ XXXXXXX |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | NOT APPLICABLE | | | PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ XXXXXXX |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ XXXXXXX |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ XXXXXXX |
| A | Professional Liab | N | N | 47-EPP-308810-07 | 10/1/2025 | 10/1/2026 | $3,000,000 PER CLAIM/AGG | |
| A | | | | NO RETROACTIVE DATE | | | INCLUSIVE OF COSTS | |
| B | Contractors Pollution Liab | | | CPO 8085428 | 10/1/2025 | 10/1/2027 | $3,000,000 PER LOSS/AGG | |

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

**CERTIFICATE HOLDER**

22914937
CITY OF SOUTH LAKE TAHOE
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 Joseph M Agnello

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026 1/16/2026

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.

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| | |
|---|---|
| PRODUCER Lockton Companies, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 kcasu@lockton.com | CONTACT NAME<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED 1415077 STANTEC CONSULTING SERVICES INC.<br>410 17TH STREET<br>SUITE 1400<br>DENVER CO 80202-4427 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Travelers Property Casualty Company of America — 25674<br>INSURER B : Berkshire Hathaway Specialty Insurance Company — 22276<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 22914940 **REVISION NUMBER:** XXXXXXX

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 | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X CONTRACTUAL/CROSS<br>X XCU COVERED<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | Y | Y | 47- GLO-307584 -07 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 1,000,000<br>$ 25,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 2,000,000<br>$ |
| A<br>A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | TC2JCAP- 8E086819-TIL-25<br>TJBAP- 8E086820-TIL-25 | 5/1/2025<br>5/1/2025 | 5/1/2026<br>5/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| B | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | N | N | 47- UMO-307585-07 | 5/1/2025 | 5/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ XXXXXXX |
| A<br>A<br>A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | UB- 3P635310-25-51-K (AOS)<br>UB-3P533004-25-51-R(MA,WI)<br>EXCEPT FOR OH ND WA WY | 5/1/2025<br>5/1/2025 | 5/1/2026<br>5/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

RE: CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION FOR CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

22914940
CITY OF SOUTH LAKE TAHOE
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 Joseph M Agnello

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# C-016-2026 Stantec Consulting

Final Audit Report 2026-01-19

| | |
|---|---|
| Created: | 2026-01-16 |
| By: | Michelle Davis (medavis@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAQROrFIF_jRLnKr3o5UFk8_UGsKldL_Hw |

## "C-016-2026 Stantec Consulting" History

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Agreement completed.

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**City of South Lake Tahoe**
**Amendment No. 1 to El Dorado Beach Revetment and Improvements Project, Professional Services Agreement with Stantec Consulting Services, Inc. (C-016-2026)**

The Professional Services Agreement entered into on January 13, 2026, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Stantec Consulting Services, Inc. ("CONSULTANT") is hereby amended as set forth below.

The Contract is hereby revised to add the following,

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated January 13, 2026, with this first Amendment to the Agreement adds the work described within **Exhibit A, Scope of Services,** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, as defined within the original Agreement, is hereby increased with this Amendment No. 1 by the sum of $332,057.50 as described within **Exhibit A, Scope of Services** attached hereto. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amount of $149,971.00 plus the additional fee of $332,057.50 for an amended total fee of $482,028.50, 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. 1 to Professional Services Agreement with Stantec Consulting Services, Inc. to be executed on March 24, 2026.

**CITY OF SOUTH LAKE TAHOE**

By: _____
Cody Bass, Mayor

Date: _____

**CONSULTANT**

By: _____
Stephen Peck, PE
Principal Senior Engineer
Stantec Consulting Services, Inc.

Date: _____

Business License # 0080171

**APPROVED AS TO FORM:**

_____
Heather Stroud, City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

# City of South Lake Tahoe

# El Dorado Beach Revetment & Improvements

**Engineering Design and Permitting Services**
**City Project No. 30160086**
**RFP #2025-11-07**

# Phase B Scope of Work



March 2026

Stantec Consulting Services Inc.

# Introduction

Stantec provides the following scope of work, schedule and estimated costs for the El Dorado Beach Revetment Improvements, Engineering Design and Permitting Services (Project). This scope of work is for the second phase of work provided in January 2026 for the Phase A (previously Phase 1) work associated with the project. The "phasing" of the planning, design, permitting, etc. consultant contract has been revised from a numbering system (1, 2, 3, etc.) to a alphabetic system (A, B, C, etc.) to reduce confusion, as the construction efforts are proposed to be documented as phases 1, 2, and 3).

The Project implementation/construciton is planned as part of a phased approach, with three disctint phases, as follows:

- Phase 1:
  - Immediate / early 2026 cleaning of sandbags/covering of sandbags
- Phase 2:
  - Short-term improvements / late 2026 removal of sandbags and replacement of stabilization and protection measures
- Phase 3:
  - Long-term / permanent improvements

Below is our proposed scope of work, along with a proposed Phase B Project Schedule in Appendix A and anticipated Phase B costs in Appendix B.

# Scope of Work

## *Phase B*

Phase B will build on the efforts performed in Phase A work currently being performed, coordination with the City and coordination with the regulatory agencies. These efforts will concentrate on obtaining additional data, development of studies and development of a boundary survey to support the overall project and Phase 3 construction needs, while development planning, design, permitting and implementation of the Phase 1 and 2 construction efforts in 2026 proceeds.

## Task 1 (Cont.): Project Management, Engagement, & Agency Coordination

Project Management efforts will include continuation of Phase A efforts for the duration of Phase B.

***Subtask 1A: Project Management and Coordination***

Project management and coordination will continue through the duration of Phase B. The scope is in accordance with the Phase A scope of work for this sub-task.

***Subtask 1B: Meetings***

Monthly Coordination meetings will continue for the duration of Phase B. The intent of the meetings is to review project status, discuss project elements and any other need that needs to be addressed. The meetings can also turn into more detailed meetings, with additional specialists invited to attend from the City or Stantec team, depending on "where" the project is at in the schedule.

In addition, we anticipate the following meetings as part of the Phase B efforts.

*Agency Meetings*

- City / Regulatory Review Meeting - Assessment Memorandum
- City / Regulatory Review Meeting - Phase 1
- City / Regulatory Review Draft Concept Plan - Phase 2

***Subtask 1C: Project Schedule***

The project schedule will be updated quarterly and additionally be reviewed and discussed by the City project manager and Stantec project manager as part of the monthly coordination/progress meetings.

***Subtask 1D: Public Engagement***

The project area is in a highly used public space, along the shoreline of Lake Tahoe and visible from Highway 50. Because of its location, the public, community, and visitors will witness construction. This will make the Project one of the City's "flagship" projects and something that the public will be engaged in and be curious about. In addition, with the *Live at the Lake* schedule all summer long, impacts to this event will have to be considered as part of the process to minimize

project impacts. The above-noted impacts require engagement with the community as essential for project success, similar to that of other high-profile projects in the City. Stantec believes that public engagement is a key enhancement to project delivery and will provide community input.

In coordination with the City, the initial public engagement and outreach efforts will focus on informing the local community of the project, why it is occurring, and how it relates to Lakeview Commons and the boat launch facility. For the Phase 1 and Phase 2 implementation efforts, the public engagement will be limited to notification and providing information on the project and short-term efforts that will occur. These efforts are anticipated to include the following elements:

- Establish project page on the City website
- Develop and install a project sign, with QR code/links to website at the beach/Lakeview commons
- Develop and issue an article on the project in the Tahoe Daily Tribune

***Task 1 Deliverables:***

- Monthly Invoicing and Reporting (8)
- Agenda and meeting summary for each regulatory meeting (3)
- PowerPoint presentation for each regulatory meeting (3)
- Quarterly Updates to the Project Schedule (2)
- Information for the City website (from materials developed in association with other tasks)
- Project information sign layout/information
- Tahoe Daily Tribune article development – language, figures

***Task 1 Assumptions:***

- Phase 2 duration will be from April through November 2026 (8 months)
- Monthly City/Stantec coordination meetings (8); no formal agenda or meeting summary, will be performed via email coordination between City and Stantec Project Managers
- All meetings will be virtual
- City will develop and maintain the project website
- City will obtain, build and install project sign
- City will pay all fees associated with article for the Tahoe Daily Tribune

## Task 2 (Cont.): Site Analysis and Data Collection

Additional studies to those conducted in Phase A will be undertaken. The environmental review and assessment will be completed during the spring/early summer to provide for seasonal related field efforts. The shorezone assessment requires that all the other studies are completed prior to initializing this final study.

***Subtask 2B (Cont.): Geotechnical***

Based on initial coordination with the regulatory agencies and the potential phase 2 and phase 3 construction efforts, obtaining additional geotechnical data below the high-water mark of Lake Tahoe, within the Shorezone area is necessary. Stantec will obtain subsurface soil data at a depth deeper than that obtained by hand auguring (proposed in Phase A), along with soil borings to determine soil materials, presence/non-presence of bedrock and depth of lacustrine layers in the area. Regulatory authorization is expected to be via USACE's Nationwide Permit 6, Survey Activities (NWP 6, non-notifying), and associated enrollment in the State Water Board's General Order for NWP 6 requiring submission of a Notice of Intent (NOI) to the Lahontan Regional Water Quality Control Board (Lahontan) and follow-up basic post action reporting.

Stantec will retain Reno Tahoe Geo Associates (RTGA) to perform geotechnical assessments, soil borings, analysis, field exploration and reporting. RTGA proposes to perform a geotechnical investigation to support the design and construction of the project. The geotechnical site investigations will focus on specific elements of the Project area and improvements, including the following:

- Construction sheet pile protection on the lakeside of Lakeview Commons
- Potential construction of facilities within the lake shorezone below ordinary high-water mark
- Potential of a pier, breakwater or other significant structure within the Lake shorezone below ordinary high-water mark

RTGA, Stantec and the City will coordinate on the proposed locations for investigation and boreholes. The boreholes will not be located in an area where water is present, they will all be located in “dry” beach areas. This will be performed prior to the site visits, as the first order of work for this subtask.

Prior to the performance of the geotechnical field investigation (excavation of test pits/borings), the site is required to be marked for Underground Service Alert (USA). On this initial visit, RTGA will perform general site reconnaissance, place stakes for their proposed exploration locations, and mark the site for USA utility location. USA will be contacted following site marking to engage utility location services.

During a subsequent visit, the site will be explored using a truck-mounted drill rig to advance four (4) boreholes to a depth of 30 feet or refusal, whichever occurs first. Boreholes will be logged by RTGA personnel in accordance with the Unified Soil Classification System (USCS). Bulk and grab samples will be collected in the field, sealed to minimize moisture loss, and transported to the laboratory for testing. Boreholes will be backfilled with drill cuttings.

If visually or olfactorily suspicious subsurface materials are encountered during the exploration, work will be immediately suspended. RTGA will notify the client as soon as practicable, and a mutual decision will be made regarding whether to continue, modify, or terminate the remainder of the exploration program and whether an environmental assessment is warranted. Any costs associated with suspected hazardous materials will be billed on a time-and-expense basis and are not included in the estimated fee for the geotechnical investigation.

Laboratory testing will be performed on the samples acquired as part of the exploration effort. The purpose of the laboratory testing is to evaluate the physical and engineering properties of the soil samples collected in the field. We anticipate the laboratory testing program will consist of:

- Gradation and Plasticity;
- Moisture Content;
- Atterberg Limits;
- R-Value;
- Consolidation; and
- Soluble Sulfate, Soluble Chloride, Resistivity, and pH for assessing reactivity of soil to metal and concrete

Based on the results of our field exploration and laboratory testing, we will provide our opinions and recommendations in a geotechnical report regarding the following:

- A brief description of the general seismicity, seismic design class, and potential geologic hazards;
- General soil and groundwater observations at the project site with an emphasis on how the conditions are expected to affect the proposed construction;
- Recommendations for earthwork construction, including site preparation recommendations, excavation conditions, a discussion of reuse of existing near surface soils as engineered or non-engineered fill, and a discussion of remedial earthwork recommendations, if warranted;
- Recommendations for temporary excavations and trench backfill;
- Recent International Building Code (IBC) Site Class for use in structural design;
- Seismic design parameters;
- Recommendations for conventional shallow spread foundation design including soil bearing values, minimum footing depth, resistance to lateral loads, and estimated settlements;
- Lateral earth pressures and other soil parameters;
- General stability and erodibility of the road embankment materials;
- Recommendations for soil corrosion potential; and
- Recommendations for a suitable asphalt pavement section, including requirements for separation or overexcavation.

We will present our opinions and recommendations in a written report complete with logs of the test pits and laboratory testing results.

***Subtask 2E: Environmental Review and Field Assessment***

As part of our initial assessment, an understanding and knowledge of the existing environmental conditions in and around the project site is essential as it will provide the basis of initial discussions with the regulatory agencies. Since no work has occurred at the project site in over five years (2018 was the last known activity other than the 2025 sand replenishment emergency work) we are assuming that some amount of aquatic, terrestrial, botanical, sensitive species, noxious weeds,

tribal and cultural assessments will be required. The previous efforts associated with Lakeview Commons and 2018 emergency repair will be reviewed and used. However, due to their age, most agencies will require updated database searches and field assessments. Prior to any fieldwork commencing, Stantec will collaborate with the City Planning Department and regulatory agencies to ensure that scope of the data collection effort is matched to the need (avoiding the collection of unnecessary information).

Information collected will be presented in memorandums and reports designed to support the environmental compliance documentation and project permit applications for the project.

***Subtask 2F: Shoreline Assessment***

Through a combination of the assessments performed under Subtasks 2A through 2D, along with the surveying, bathymetry and basemapping performed in Task 3, the Stantec team will have a clear understanding of the project area, near shore conditions and potential environmental constraints within and around the project area. This will provide the necessary information to provide mapping of the shoreline conditions, littoral drift, current and potential future erosion potential, existing infrastructure, property ownership, and environmentally sensitive areas/elements.

Stantec will develop a technical memorandum summarizing the overall project area and shoreline conditions, including potential opportunities along with known constraints. This will be supported by mapping and GIS figures highlighting and notating the critical areas, necessary avoidance areas, and problematic areas within and around the project site. This information will be used to support the alternatives development, environmental compliance, permitting and design. This information along with beach dynamic graphics will be prepared for use with stakeholders and in public engagement.

***Task 2 Deliverables:***

- Environmental Assessment Technical Memorandum (City Draft, Agency Draft and Final).
- Shoreline Assessment Technical Memorandum (City Draft, Agency Draft and Final).
- Permit applications (as needed) and associated follow-up reporting
- Draft and Final Geotechnical Report

***Task 2 Assumptions:***

- All deliverables will be electronic in PDF format.
- Each deliverable will be provided in Draft (for City review) and Final form.

## Task 3 (Cont.): Site Survey and Basemap Development

The Phase A surveying efforts included the collection of planimetric and topographic data within the Project area. It was assumed in Phase A scoping that a project boundary/parcel boundary map would be available for use based on previous project efforts within the project area (Lakeview Commons). Based on City review of existing files there was no parcel mapping/boundary survey available in AutoCAD and no Record-of-Survey was available for use for the Project. Therefore, as part of the project development and construction drawings, a boundary survey and boundary mapping will need to be developed in association with the Project.

***Sub-task 3D: Boundary Survey***

REY Engineers has reviewed existing available data, including the existing Caltrans Right-of-Way mapping in the vicinity of the Project area and based on this available information will develop a record boundary for the Project area. The boundary will be established on the same datum/projection as the field and bathymetric data acquired in the Phase A efforts for the project.

***Task 3 Deliverables:***

- Boundary Map for the Project Area

***Task 3 Assumptions:***

- All deliverables will be electronic in PDF format
- Boundary mapping will be developed from only “record” linework

## Task 4: Phase 1 Implementation

It is anticipated that the long-term solutions (Phase 3 implementation) will take time to develop, get concurrence on, obtain environmental compliance, design, and obtain permitting. In 2026 the City will implement a phased approach to

implement short-term measures in two phases. Phase 1 will be similar to previous measures performed by the City with the "cleaning" of the sandbags (removal of loose plastic materials) and replenishment of beach sand over the temporary revetment measures (plastic sandbags), similar to what was done in 2025. These efforts are anticipated to be completed by City crews, and no public bidding will be required.

***Subtask 4A: Planning and Design***

It is anticipated that the planning and design associated with the Phase 1 implementation efforts will be minor in nature. Stantec will provide support to the City Public Works Department in the development of details, figures and calculations to support the permitting requirements. The figures and documentation for the agencies/permits will include information on the materials to be used (assumed imported sand only). No formal design plans, specifications or estimates will be developed, as the construction will be performed by City Maintenance Crews, without public bidding.

***Subtask 4B: Environmental and Permitting***

Based on early consultation with regulatory agencies – we anticipate authorization for Phase 1 via a USACE Nationwide Permit 13 (NWP 13, non-notifying) and via an individual Clean Water Action Section 401 Water Quality Certification (401 WQC) from Lahontan. This will require an application to Lahontan for an individual 401 WQC. Given the scope of the action (sand replenishment installed by the City), the basic figures and information developed in 4A are anticipated to be sufficient to complete permitting application(s). Consistent with the CEQA exemption finding for the 2025 replenishment, this scope assumes the City will also find this action exempt from CEQA. TRPA noticing requirements are assumed to be via their Expedited Permit Review Application process and require nominal paperwork and follow-up reporting.

This task will be for assisting the City through the permitting efforts (including development of permitting applications), coordination with agencies and responding to agency and permitting needs and requests to obtain the necessary approvals to implement and construct Phase 1 in the spring and/or early summer of 2026. Basic post-construction monitoring and reporting is also included with this task consistent with anticipated permitting requirements.

***Subtask 4C: Construction Support***

Stantec will provide as-directed construction support to the City during the construction efforts associated with Phase 1.

***Task 4 Deliverables:***

- Figures, details and calculations as required by Permitting Agencies
- Permitting applications (including a 401 WQC application to Lahontan)
- Support with post-construction monitoring and reporting for permitting agencies (as needed).

***Task 4Assumptions:***

- All deliverables will be electronic in PDF format
- All efforts associated with this task are on a time and materials basis, hours/costs in appendix B are assumptions on the level of effort anticipated.

# Task 5: Phase 2 Implementation

Simultaneously with the planning and implementation of the Phase 1 efforts, Stantec will commence and work on the planning, design, and permitting of the Phase 2 implementation efforts. Based on the necessity to obtain different permits and perform more detailed design, along with the necessity to publicly bid the phase 2 construction efforts, combining the phase 1 and phase 2 efforts for implementation in spring/early summer of 2026 is highly unlikely, and why they have been broken into two separate phases and efforts. The intent of the Phase 2 work is to primarily remove the existing sandbags and develop a plan that will stabilize the beach area beyond the beach replenishment performed previously and provide a more durable solution, that will withstand several years of use/protection allowing portions of the improvements to be used as part of the long-term/Phase 3 solution. As part of the Phase 2 efforts the conceptual level of design will be completed and confirmed with the City, agencies, and Shoreline Review Committee. This coordination and collaboration will support a streamlined environmental and permitting process to accelerate environmental and permitting effort.

***Subtask 5A: Concept Plan***

Based on coordination with the agencies, City and Shorezone Review Committee in Phase A efforts, Stantec will develop a conceptual site plan for the Phase 2 implementation. The basis of Phase 2 work will be the removal of the existing sandbags and providing protective measures for the stabilization of the Lakeview Commons infrastructure including restoration of El Dorado Beach for continuous use. Additionally, the Phase 2 implementation will provide for continual beach use/access and provide for the continual use/performance of Live at Lakeview and the concessionaires at Lakeview Commons.

The Concept plan will include an overall site plan with associated details and material information on one plan sheet for ease of review and discussion with the regulatory agencies. Stantec will provide a draft to the City, and an updated draft for agency review. No final concept plan will be developed. Comments from the agency review will be used to develop the final design and construction documents.

***Subtask 5B: Design and Construction Documents***

Upon agreement on the concept plan for the Phase 2 implementation Stantec will develop the design and draft construction documents (plans, specifications and bid list) of the work to be publicly bid. It is anticipated that the cost of the improvements will exceed what is allowed to be performed by City crews and that of an informal bid process, requiring a free and open traditional public works bid. The design will not be a traditional civil/public work full 30%, 60%, 90% and final design process, as the timeline to implement the work in the fall of 2026 does not allow for this level of effort and review. Additionally, with the compressed timeline it is anticipated that the design reach an approximate 60% to 75% traditional design level, which will allow for “field fitting” and “field direction” as necessary based on field conditions during construction. The design and construction plan set will include the following:

- Cover Sheet
- Notes Sheet
- Index Sheet / Survey Control
- Temporary BMPs / Erosion Control / Dewatering
- Staging/Storage/Access
- Demolition Plan
- Site Plan
- Grading Plan
- Cross-sections
- Temporary BMP / Erosion Control / Dewatering Details
- construction details

The construction document package will additionally include technical specifications for materials, cut and fill calculations for permitting applications, and construction efforts (contractual and front-end specifications will be developed/provided by the City for review by Stantec) and an estimate/bid list to support the plans.

Stantec will develop a draft construction document package for the City review/comment. Upon receipt of comments, the construction document package will be updated and provided to the City for use in bidding the project.

Due to the accelerated nature of the project, permitting and environmental documents will be performed and developed concurrently with the design and construction document development. It is anticipated that permit conditions will not be received until the bid period is underway or closed. Therefore, any required revisions to the construction documents based on environmental or permitting requirements will be performed as part of a bid addendum and/or conformed construction documents prior to award of the project to the construction contractor.

***Subtask 5C: Environmental and Permitting***

Construction of Phase 2 will require the CEQA and NEPA lead agencies—anticipated to be the City and USACE, respectively—to determine that the project has no potential for significant or adverse environmental effects. This determination would allow permit applications to be deemed complete without the need for preparation of an Initial Study (CEQA) or an Environmental Assessment (NEPA). The scope assumes that the environmental review and field assessments completed under Subtask 2E will provide sufficient information to support Categorical Exemption (CEQA) and Categorical Exclusion (NEPA) findings for the project.

Approvals from the following agencies are expected to be required prior to construction of the Phase 2 project:

- U.S. Army Corps of Engineers (USACE): Authorization under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act (anticipated via Nationwide Permit, likely NWP 13 – Bank Stabilization).
- Lahontan Regional Water Quality Control Board (Lahontan): Section 401 Water Quality Certification pursuant to the Clean Water Act.
- Tahoe Regional Planning Agency (TRPA): Shorezone Permit and findings pursuant to the TRPA Code of Ordinances.
- California State Lands Commission (State Lands): Lease, easement, or other authorization for use of state sovereign lands.

- California Department of Fish and Wildlife (CDFW): Lake or Streambed Alteration Agreement pursuant to Fish and Game Code Section 1602.

The Stantec team will develop a complete project description for use in all permitting applications based on 30% design plans, prepare draft permit applications and supporting materials (narratives, figures, and technical attachments) for City review, finalize them, and assist the City in agency coordination and response to questions. We assume the City will submit all permit applications and be the primary point of contact with the regulatory agencies. During the permitting review period, the Stantec team will support the City in response to questions, coordination, meetings, etc. to assist in permit obtainment. Once the permit conditions have been received the conditions will be incorporated in the plans and specifications prior to development of bid documents. The permits, along with all conditions, will be included as appendices to the construction bid documents.

***Subtask 5D: Construction Bidding and Construction Support***

Stantec will provide as-directed construction bidding and construction support to the City during the construction efforts associated with Phase 2.

***Task 5 Deliverables:***

- Draft Phase 2 Concept Plan (City and Agency)
- Draft Construction Documents for Phase 2
- Final Construction Documents for Phase 2
- Addendum or Conformed Documents for Phase 2
- Project Permit applications for Phase 2

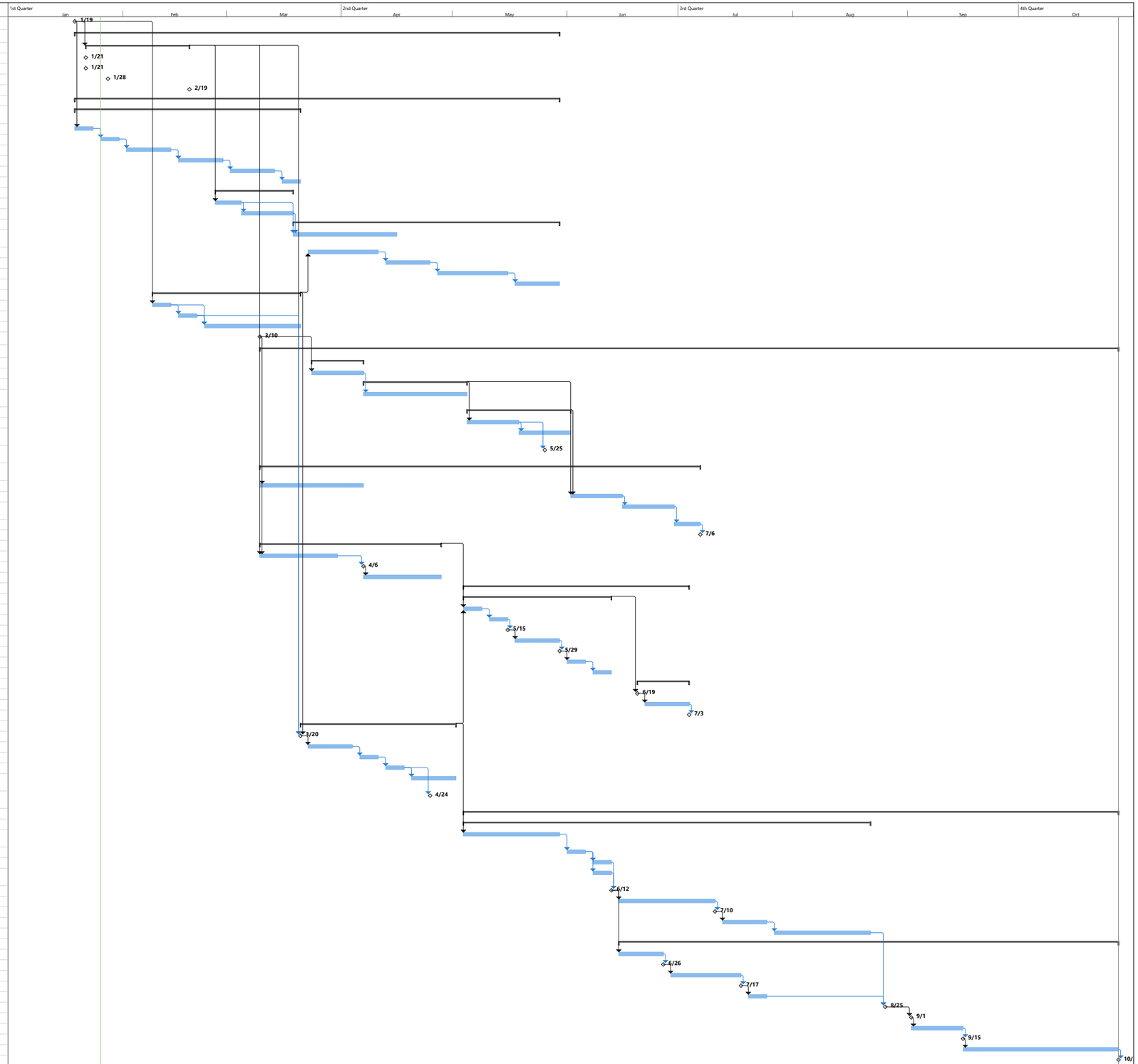
***Task 5 Assumptions:***

- All deliverables will be electronic in PDF format
- Designs plans will be to an approximate 60% design level for field fit construction
- There will only be one iteration of the design/construction documents based on agency permitting requirements. Any additional comments/revisions required beyond the one iteration will be on a time and materials basis outside the scope of work/change order.
- All efforts associated with the construction bidding and construction support are on a time and materials basis, hours/costs in appendix B are assumptions on the level of effort anticipated.
- CEQA and NEPA review indicates no potential for significant/adverse effects to any resources such that CatEx findings are defensible.
- Labor to complete and submit permitting applications is based on a streamlined review pathway. However, if agency coordination or application revisions exceed standard effort (e.g., expanded impact analysis or multiple rounds of comments), additional time may be needed.
- Permitting applications will include conservative estimate of cut and fill numbers based on early design plans.
- stages (until those quantities are available).
- All permitting fees will be paid by the City.
- No City permits will be required as this is a City project on City owned/controlled land and no internal City permits will be required nor obtained for construction of the project.
- No formal consultation for USFWS is anticipated.
- Less than 1 acre of disturbance and therefore no Construction General Permit/SWPPP required.

# Appendix A Project Schedule



| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|---|
| 1 | | ***Notice to Proceed - Phase A*** | ***0 days*** | ***Mon 1/19/26*** | ***Mon 1/19/26*** | |
| 2 | | ***Phase B*** | ***95 days*** | ***Mon 1/19/26*** | ***Fri 5/29/26*** | |
| 3 | | **Meetings** | **20 days** | **Wed 1/21/26** | **Thu 2/19/26** | **1FS+3 days** |
| 4 | | Project Kickoff Meeting | 0 days | Wed 1/21/26 | Wed 1/21/26 | |
| 5 | | TRPA Meeting | 0 days | Wed 1/21/26 | Wed 1/21/26 | |
| 6 | | Lahontan/USACE Meeting | 0 days | Wed 1/28/26 | Wed 1/28/26 | |
| 7 | | Shorezone Review Committee Meeting | 0 days | Thu 2/19/26 | Thu 2/19/26 | |
| 8 | | **Site Analysis and Data Collection** | **95 days** | **Mon 1/19/26** | **Fri 5/29/26** | |
| 9 | | **Existing Data / Materials - Data Gaps Memorandum** | **45 days** | **Mon 1/19/26** | **Fri 3/20/26** | |
| 10 | | Request for Existing Data / Materials | 5 days | Mon 1/19/26 | Fri 1/23/26 | 1 |
| 11 | | *City provide Existing Data / Materials* | *5 days* | *Mon 1/26/26* | *Fri 1/30/26* | *10* |
| 12 | | Review Existing Data / Materials | 10 days | Mon 2/2/26 | Fri 2/13/26 | 11 |
| 13 | | Develop Data Gaps Memorandum | 10 days | Mon 2/16/26 | Fri 2/27/26 | 12 |
| 14 | | *City Review - Data Gaps Memorandum* | *10 days* | *Mon 3/2/26* | *Fri 3/13/26* | *13* |
| 15 | | Final Data Gaps Memorandum | 5 days | Mon 3/16/26 | Fri 3/20/26 | 14 |
| 16 | | **Field Assessments** | **15 days** | **Thu 2/26/26** | **Wed 3/18/26** | |
| 17 | | Geotechnical Field Assessment | 5 days | Thu 2/26/26 | Wed 3/4/26 | 3FS+5 days |
| 18 | | Geotechnical Laboratory analysis | 10 days | Thu 3/5/26 | Wed 3/18/26 | 17 |
| 19 | | **Desktop Assessments / Memorandums** | **52 days** | **Thu 3/19/26** | **Fri 5/29/26** | |
| 20 | | Geotechnical Assessment Technical Memorandum | 20 days | Thu 3/19/26 | Wed 4/15/26 | 18,17 |
| 21 | | Wind / Wave Modeling | 15 days | Mon 3/23/26 | Fri 4/10/26 | 25 |
| 22 | | Wind / Wave Modeling Technical Memorandum | 10 days | Mon 4/13/26 | Fri 4/24/26 | 21 |
| 23 | | Littoral Drift Analysis | 15 days | Mon 4/27/26 | Fri 5/15/26 | 22 |
| 24 | | Littoral Drift Technical Memorandum | 10 days | Mon 5/18/26 | Fri 5/29/26 | 23 |
| 25 | | **Site Surveying & Basemapping** | **30 days** | **Mon 2/9/26** | **Fri 3/20/26** | |
| 26 | | Land Surveying | 5 days | Mon 2/9/26 | Fri 2/13/26 | 1FS+15 days |
| 27 | | Bathymetric Surveying | 5 days | Mon 2/16/26 | Fri 2/20/26 | 26 |
| 28 | | Basemap Development | 20 days | Mon 2/23/26 | Fri 3/20/26 | 26,27 |
| 29 | | ***Notice to Proceed - Phase B*** | ***0 days*** | ***Tue 3/10/26*** | ***Tue 3/10/26*** | |
| 30 | | ***Phase B*** | ***166 days*** | ***Tue 3/10/26*** | ***Tue 10/27/26*** | |
| 31 | | **Field Assessments** | **10 days** | **Tue 3/24/26** | **Mon 4/6/26** | |
| 32 | | Environmental Field Assessment | 10 days | Tue 3/24/26 | Mon 4/6/26 | 29FS+10 days |
| 33 | | **Desktop Assessments / Memorandums** | **20 days** | **Tue 4/7/26** | **Mon 5/4/26** | |
| 34 | | Environmental Assessment Technical Memorandum | 20 days | Tue 4/7/26 | Mon 5/4/26 | 32 |
| 35 | | **Shoreline Assessment** | **20 days** | **Tue 5/5/26** | **Mon 6/1/26** | |
| 36 | | Shoreline Assessment Technical Memorandum | 10 days | Tue 5/5/26 | Mon 5/18/26 | 33 |
| 37 | | *Stakeholder Review - Assessment Memorandums* | *10 days* | *Tue 5/19/26* | *Mon 6/1/26* | *36* |
| 38 | | *Stakeholder Coordination Meeting - Assessment Memorandums* | *0 days* | *Mon 5/25/26* | *Mon 5/25/26* | *36FS+5 days* |
| 39 | | **Public Engagement - Existing Conditions/public input** | **85 days** | **Tue 3/10/26** | **Mon 7/6/26** | |
| 40 | | *Establish Project Website on City Website* | *20 days* | *Tue 3/10/26* | *Mon 4/6/26* | *29* |
| 41 | | Develop Draft Planning Commission Presentation | 10 days | Tue 6/2/26 | Mon 6/15/26 | 33,35 |
| 42 | | *City Review - Draft Planning Commission Presentation* | *10 days* | *Tue 6/16/26* | *Mon 6/29/26* | *41* |
| 43 | | Final Planning Commission Presentation | 5 days | Tue 6/30/26 | Mon 7/6/26 | 42 |
| 44 | | *Planning Commission Meeting* | *0 days* | *Mon 7/6/26* | *Mon 7/6/26* | *43* |
| 45 | | **Phase 1 Improvement Planning** | **35 days** | **Tue 3/10/26** | **Mon 4/27/26** | |
| 46 | | Phase 1 Preliminary Planning | 15 days | Tue 3/10/26 | Mon 3/30/26 | 3,29 |
| 47 | | *City / Regulatory Meeting Phase 1* | *0 days* | *Mon 4/6/26* | *Mon 4/6/26* | *46FS+5 days* |
| 48 | | Phase 1 final planning | 15 days | Tue 4/7/26 | Mon 4/27/26 | 47 |
| 49 | | **Phase 1 Implementation** | **45 days** | **Mon 5/4/26** | **Fri 7/3/26** | |
| 50 | | **Permitting** | **30 days** | **Mon 5/4/26** | **Fri 6/12/26** | |
| 51 | | Develop Project Description and Figures | 5 days | Mon 5/4/26 | Fri 5/8/26 | 45,62 |
| 52 | | Develop Draft Permit applications | 5 days | Mon 5/11/26 | Fri 5/15/26 | 51 |
| 53 | | *City submission of Permit Applications* | *0 days* | *Fri 5/15/26* | *Fri 5/15/26* | *52* |
| 54 | | *Agency Review Period - Permitting* | *10 days* | *Mon 5/18/26* | *Fri 5/29/26* | *53* |
| 55 | | Receipt of Permit Conditions | 0 days | Fri 5/29/26 | Fri 5/29/26 | 54 |
| 56 | | Finalize Project Description and Figures | 5 days | Mon 6/1/26 | Fri 6/5/26 | 55 |
| 57 | | *Obtain Permits* | *5 days* | *Mon 6/8/26* | *Fri 6/12/26* | *56* |
| 58 | | **Construction (City Crew's)** | **10 days** | **Fri 6/19/26** | **Fri 7/3/26** | |
| 59 | | Start Construction | 0 days | Fri 6/19/26 | Fri 6/19/26 | 50FS+5 days |
| 60 | | Construction Period | 10 days | Mon 6/22/26 | Fri 7/3/26 | 59 |
| 61 | | End Construction | 0 days | Fri 7/3/26 | Fri 7/3/26 | 60 |
| 62 | | **Phase 2 Improvement Planning** | **30 days** | **Fri 3/20/26** | **Fri 5/1/26** | |
| 63 | | *City Phase 2 Kickoff/Brainstorming Meeting* | *0 days* | *Fri 3/20/26* | *Fri 3/20/26* | *3,25,27* |
| 64 | | Develop Draft Concept Plan - Phase 2 | 10 days | Mon 3/23/26 | Fri 4/3/26 | 63 |
| 65 | | *City Revie, Draft Concept Plan - Phase 2* | *5 days* | *Mon 4/6/26* | *Fri 4/10/26* | *64* |
| 66 | | Update Concept Plan - Phase 2 | 5 days | Mon 4/13/26 | Fri 4/17/26 | 65 |
| 67 | | *City / Regulatory Review Draft Concept Plan - Phase 2* | *10 days* | *Mon 4/20/26* | *Fri 5/1/26* | *66* |
| 68 | | *City / Regulatory Meeting Draft Concept Plan - Phase 2* | *0 days* | *Fri 4/24/26* | *Fri 4/24/26* | *66FS+5 days* |
| 69 | | **Phase 2 Implementation** | **127 days** | **Mon 5/4/26** | **Tue 10/27/26** | |
| 70 | | **Design and Permitting** | **80 days** | **Mon 5/4/26** | **Fri 8/21/26** | |
| 71 | | Develop Draft PS&E package for permitting/review | 20 days | Mon 5/4/26 | Fri 5/29/26 | 62 |
| 72 | | *City Review Draft PS&E package* | *5 days* | *Mon 6/1/26* | *Fri 6/5/26* | *71* |
| 73 | | Final PS&E package for permitting | 5 days | Mon 6/8/26 | Fri 6/12/26 | 72 |
| 74 | | Develop Draft Permit applications and supporting documents | 5 days | Mon 6/8/26 | Fri 6/12/26 | 72 |
| 75 | | *City submission of Permit Applications* | *0 days* | *Fri 6/12/26* | *Fri 6/12/26* | *73,74* |
| 76 | | *Agency Review Period - Permitting* | *20 days* | *Mon 6/15/26* | *Fri 7/10/26* | *75* |
| 77 | | Receipt of Permit Conditions | 0 days | Fri 7/10/26 | Fri 7/10/26 | 76 |
| 78 | | Finalize PS&E for Permits | 10 days | Mon 7/13/26 | Fri 7/24/26 | 77 |
| 79 | | *Obtain Permits* | *20 days* | *Mon 7/27/26* | *Fri 8/21/26* | *78* |
| 80 | | **Construction Bidding and Construction** | **97 days** | **Mon 6/15/26** | **Tue 10/27/26** | |
| 81 | | Develop Construction Bid Documents | 10 days | Mon 6/15/26 | Fri 6/26/26 | 75 |
| 82 | | Bid Release | 0 days | Fri 6/26/26 | Fri 6/26/26 | 81 |
| 83 | | Bid Period | 15 days | Mon 6/29/26 | Fri 7/17/26 | 82 |
| 84 | | Receipt of Bids | 0 days | Fri 7/17/26 | Fri 7/17/26 | 83 |
| 85 | | Bid Review | 5 days | Mon 7/20/26 | Fri 7/24/26 | 84 |
| 86 | | Bid Award | 0 days | Tue 8/25/26 | Tue 8/25/26 | 85FS+20 days,79FS+2 days |
| 87 | | Construction Notice to Proceed | 0 days | Tue 9/1/26 | Tue 9/1/26 | 86FS+5 days |
| 88 | | Submittals/Review | 10 days | Wed 9/2/26 | Tue 9/15/26 | 87 |
| 89 | | Construction Start | 0 days | Tue 9/15/26 | Tue 9/15/26 | 88 |
| 90 | | Construction Period | 30 days | Wed 9/16/26 | Tue 10/27/26 | 89 |
| 91 | | Construction End | 0 days | Tue 10/27/26 | Tue 10/27/26 | 90 |




Project: El Dorado Beach Revet
Date: Mon 1/26/26

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

# Appendix B Costs



# FEE ESTIMATE - El Dorado Beach Revetment & Improvements, Phase B

| | Name | Peck, Stephen | Sussman, Patricia | Carroll, Paul | Shade, Coleen | Kassem, Sarah | Moreira Ribeiro Appleton Figueira, Sebastiao | Dukes, Jason | McRae, Brian | Johnson, Parker | Sackett, Abby | McRae, Connor | Thomas, Bill | Osborn, Allyson | Sherlock, Erin | Keeler, Rose | Hochrein, Michelle | Greene, Melanie | Hamilton, Caroline | Schmitz, Kirk | Kochhar Roberts, Malini | Gabel, Kevin | Mileage | Reno Tahoe Geo Associates | R.E.Y. Engineers | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Project Billing Rate (T&M)** | $270.00 | $183.00 | $256.00 | $208.00 | $208.00 | $170.00 | $230.00 | $230.00 | $197.00 | $170.00 | $152.00 | $152.00 | $161.00 | $197.00 | $161.00 | $179.00 | $197.00 | $170.00 | $179.00 | $179.00 | $183.00 | $0.73 | 40,000 | 10,000 | **$332,057.50** |
| | **Total Units (T&M)** | 74 | 175 | 41 | 12 | 126 | 52 | 86 | 58 | 100 | 112 | 64 | 124 | 171 | 4 | 16 | 36 | 41 | 105 | 16 | 14 | 70 | 180 | | | |
| **1** | **Project Management and Coordination** | **21** | **73** | **3** | **8** | **22** | **0** | **0** | **2** | **6** | **0** | **2** | **10** | **44** | **0** | **16** | **0** | **0** | **0** | **0** | **4** | **22** | **50** | **$0.00** | **$0.00** | **$43,941.25** |
| 1.1 | Project Mgmt, Coordination, Invoice (8 months) | 4 | 32 | | | | | | | | | | | 8 | | 16 | | | | | | | | | | $10,800.00 |
| 1.2 | Meetings | 12 | 25 | 0 | 8 | 12 | 0 | 0 | 2 | 6 | 0 | 0 | 6 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 6 | 50 | $0.00 | $0.00 | $19,599.25 |
| *1.2.1* | *Monthly Project Meetings (8)* | *4* | *8* | | *2* | *2* | | | *2* | | | | | *8* | | | | | | | | | | | | *$5,124.00* |
| *1.2.2* | *City/Regulatory Meetings (3)* | *6* | *8* | | *6* | *4* | | | | | | | | *6* | | | | | | | | | *50* | | | *$6,166.25* |
| *1.2.3* | *Meeting Presentation Development (3)* | *2* | *9* | | | *6* | | | | *6* | | | *6* | *6* | | | | | | | *4* | *6* | | | | *$8,309.00* |
| 1.3 | Project Schedule update (2) | 2 | 2 | | | | | | | | | | | 4 | | | | | | | | | | | | $1,550.00 |
| 1.4 | Public Engagement | 3 | 14 | 3 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 2 | 4 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 0 | $0.00 | $0.00 | $11,992.00 |
| *1.4.1* | *City Website Coordination/Materials* | *1* | *6* | *1* | | *4* | | | | | | | | *4* | | | | | | | | *4* | | | | *$3,832.00* |
| *1.4.2* | *City Project Sign Development* | *1* | *2* | *1* | | *2* | | | | | | *2* | *4* | *4* | | | | | | | | *8* | | | | *$4,328.00* |
| *1.4.3* | *Tahoe Daily Tribune Article Development* | *1* | *6* | *1* | | *4* | | | | | | | | *4* | | | | | | | | *4* | | | | *$3,832.00* |
| **2** | **Site Analysis and Data Collection** | **1** | **18** | **0** | **0** | **32** | **52** | **0** | **0** | **6** | **0** | **0** | **2** | **24** | **0** | **0** | **24** | **10** | **32** | **12** | **0** | **6** | **130** | **$40,000.00** | **$0.00** | **$79,456.25** |
| 2.1 | Geotechnical Assessment | 1 | 8 | 0 | 0 | 4 | 0 | 0 | 0 | 6 | 0 | 0 | 2 | 18 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 6 | 0 | $40,000.00 | $0.00 | $50,018.00 |
| *2.1.1* | *Coordination (including agency permits)* | *1* | *2* | | | | | | | *2* | | | *2* | *14* | | | | *10* | | | | *6* | | | | *$6,656.00* |
| *2.1.2* | *Field Investigation* | | *2* | | | | | | | | | | | | | | | | | | | | | | | *$366.00* |
| *2.1.3* | *Data / Laboratory Analysis* | | *2* | | | | | | | | | | | | | | | | | | | | | | | *$366.00* |
| *2.1.4* | *Reporting* | | *2* | | | *4* | | | | *4* | | | | *4* | | | | | | | | | | | | *$2,630.00* |
| 2.2 | Environmental Review and Field Assessment | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 24 | 0 | 32 | 12 | 0 | 0 | 130 | $0.00 | $0.00 | $14,774.25 |
| *2.2.1* | *Existing Data Review/City Coordination* | | *2* | | | | | | | | | | | | | | | | | *8* | | | | | | *$1,798.00* |
| *2.2.2* | *Field Assessment* | | *2* | | | | | | | | | | | | | | *8* | | *6* | | | | *130* | | | *$2,912.25* |
| *2.2.3* | *Desktop Assessment* | | *2* | | | | | | | | | | | *6* | | | *12* | | *6* | | | | | | | *$4,500.00* |
| *2.2.4* | *Draft Environmental Assessment Tech Memo* | | *2* | | | | | | | | | | | | | | *4* | | *10* | *4* | | | | | | *$3,498.00* |
| *2.2.5* | *Final Environmental Assessment Tech Memo* | | *2* | | | | | | | | | | | | | | | | *10* | | | | | | | *$2,066.00* |
| 2.3 | Shoreline Assessment | 0 | 0 | 0 | 0 | 28 | 52 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $14,664.00 |
| *2.3.1* | *Shoreline analysis* | | | | | *12* | *24* | | | | | | | | | | | | | | | | | | | *$6,576.00* |
| *2.3.2* | *Draft Shoreline Assessment Tech Memo* | | | | | *8* | *16* | | | | | | | | | | | | | | | | | | | *$4,384.00* |
| *2.3.3* | *Final Shoreline Assessment Tech Memo* | | | | | *8* | *12* | | | | | | | | | | | | | | | | | | | *$3,704.00* |
| **3** | **Site Survey and Basemap Development** | **2** | **4** | **0** | **0** | **0** | **0** | **0** | **0** | **6** | **0** | **6** | **8** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0.00** | **$10,000.00** | **$14,582.00** |
| 3.1 | Boundary Survey | 1 | 2 | | | | | | | 2 | | 2 | | | | | | | | | | | | | 9,400 | $10,734.00 |
| 3.2 | Updated Basemap | 1 | 2 | | | | | | | 4 | | 4 | 8 | | | | | | | | | | | | $600.00 | $3,848.00 |
| **4** | **Phase 1 Implementation** | **8** | **18** | **8** | **0** | **8** | **0** | **8** | **8** | **8** | **8** | **8** | **12** | **18** | **0** | **0** | **0** | **5** | **5** | **0** | **0** | **8** | **0** | **$0.00** | **$0.00** | **$25,019.00** |
| 4.1 | Planning and Design | 4 | 4 | 4 | | 4 | | 4 | 4 | 4 | 4 | 4 | 8 | 4 | | | | | | | | 8 | | | | $10,908.00 |
| 4.2 | Environmental and Permitting | | 10 | | | | | | | | | | | 10 | | | | 5 | 5 | | | | | | | $5,275.00 |
| 4.3 | Construction Support | 4 | 4 | 4 | | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | | | $8,836.00 |
| **5** | **Phase 2 Implementation** | **30** | **16** | **22** | **0** | **52** | **0** | **70** | **40** | **64** | **104** | **48** | **92** | **24** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$0.00** | **$0.00** | **$108,208.00** |
| 5.1 | Concept Plan | 4 | 4 | 4 | | 8 | | 4 | 4 | 8 | 16 | 16 | 16 | 8 | | | | | | | | | | | | $16,788.00 |
| 5.2 | Design and Construction Documents | 22 | 8 | 16 | 0 | 40 | 0 | 62 | 32 | 48 | 80 | 32 | 60 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $80,412.00 |
| *5.2.1* | *Draft Construction Documents* | | | | | | | | | | | | | | | | | | | | | | | | | *$0.00* |
| *5.2.1.1* | *Draft Plans* | *4* | *4* | *4* | | *12* | | | *8* | *28* | *24* | *24* | *40* | *8* | | | | | | | | | | | | *$27,784.00* |
| *5.2.1.2* | *Draft Specifications* | *8* | | *6* | | *16* | | *22* | *14* | | *30* | | | | | | | | | | | | | | | *$20,404.00* |
| *5.2.1.3* | *Draft Estimate/Bid List* | *1* | | *1* | | *2* | | | *2* | *4* | *4* | | | | | | | | | | | | | | | *$2,870.00* |
| *5.2.1.4* | *QA/QC Review - Draft CDs* | | | | | | | *16* | | | | | | | | | | | | | | | | | | *$3,680.00* |
| *5.2.2* | *Final Construction Documents* | | | | | | | | | | | | | | | | | | | | | | | | | *$0.00* |
| *5.2.2.1* | *Final Plans* | *4* | *4* | *2* | | *4* | | | | *12* | *8* | *8* | *20* | *4* | | | | | | | | | | | | *$11,780.00* |
| *5.2.2.2* | *Final Specifications* | *4* | | *2* | | *4* | | *8* | *6* | | *10* | | | | | | | | | | | | | | | *$7,344.00* |
| *5.2.2.3* | *Final Estimate/Bid List* | *1* | | *1* | | *2* | | | *2* | *4* | *4* | | | | | | | | | | | | | | | *$2,870.00* |
| *5.2.2.4* | *QA/QC Review - Final CDs* | | | | | | | *16* | | | | | | | | | | | | | | | | | | *$3,680.00* |
| 5.3 | Addedendum/Conformed Documents | 4 | 4 | 2 | | 4 | | 4 | 4 | 8 | 8 | | 16 | 4 | | | | | | | | | | | | $11,008.00 |
| **6** | **Environmental and Permitting** | **4** | **38** | **0** | **4** | **4** | **0** | **0** | **0** | **2** | **0** | **0** | **0** | **53** | **0** | **0** | **8** | **22** | **64** | **4** | **10** | **34** | **0** | **$0.00** | **$0.00** | **$43,999.00** |
| 6.1 | Project Description (draft and final) | 1 | 12 | | | 2 | | | | 2 | | | | | | | | 2 | 1 | | 2 | 5 | | | | $5,113.00 |
| 6.2 | PCN for USACE (draft and final) | | 1 | | | | | | | | | | | 25 | | | 6 | 4 | | 4 | 1 | 5 | | | | $7,880.00 |
| 6.3 | Lahontan Individual 401 WQC App (draft and final) | | 1 | | | | | | | | | | | | | | | 4 | 25 | | 1 | 5 | | | | $6,315.00 |
| 6.4 | TRPA App and IEC (draft and final) | | 4 | | 2 | | | | | | | | | 25 | | | | | | | 3 | 5 | | | | $6,625.00 |
| 6.5 | CDFW LSA (draft and final) | | 2 | | | | | | | | | | | | | | | 4 | 35 | | 2 | 5 | | | | $8,377.00 |
| 6.6 | State Lands Authorization/Coordination | | 10 | | | | | | | | | | | | | | | | | | 1 | 5 | | | | $2,924.00 |
| 6.7 | Agency coordination/follow-up | 3 | 8 | | 2 | 2 | | | | | | | | 3 | | | 2 | 8 | 3 | | | 4 | | | | $6,765.00 |
| **7** | **Construction Bidding and Construction Support** | **8** | **8** | **8** | **0** | **8** | **0** | **8** | **8** | **8** | **0** | **0** | **0** | **8** | **4** | **0** | **4** | **4** | **4** | **0** | **0** | **0** | **0** | **0** | **0** | **$16,852.00** |
| 7.1 | Construction Bid Support | 4 | 4 | 4 | | 4 | | 4 | 4 | 4 | | | | 4 | | | | | | | | | | | | $6,940.00 |
| 7.2 | Construction Support | 4 | 4 | 4 | | 4 | | 4 | 4 | 4 | | | | 4 | 4 | | 4 | 4 | 4 | | | | | | | $9,912.00 |

Stantec

Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.

**Stantec Consulting Services Inc.**
295 Highway 50
Suite 1
Zephyr Cove, NV 89448-1533
stantec.com

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager

**Meeting Date:** March 24, 2026
**Agenda Item #:**7

**Agenda Item:** Amendments to Agreements with JK Architecture Engineering and SierraCon Inc. for Services on Multigenerational Recreation & Aquatics Center

**Executive Summary:** Phase 2 construction sequence has been in progress since May 2024. The baseline construction schedule has shifted from original anticipated completion in January 2026, to April 2026. JKAE and SierraCon have been under contract to provide architercural construction administrative services and general construction management services, respectively, based on prior council approval and authorization. Due to the extension of time in which the services are necessary to be provided, staff is recommending approval of Amendment 9 with JKAE for an additional fee of $99,902 to cover extended Construction Administration support requested by the City for a total not-to-exceed amount of $5,210,205. Staff is also recommending approval of Amendment No. 5 to the Professional Services Agreement with SierraCon Inc. for an additional $150,405 to cover extended Construction Administration support requested by the City for a total not-to-exceed amount of $2,903,577.80. Staff proposes utilizing the already approved construction contingency funds for this work.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to: 1) Execute Amendment No. 9 to the Professional Services Agreement with JK Architecture Engineering for an additional $99,902 to cover extended Construction Administration support requested by the City for a total not-to-exceed amount of $5,210,205; and 2) Execute Amendment No. 5 to the Professional Services Agreement with SierraCon Inc. for an additional $150,405 to cover extended Construction Administration support requested by the City for a total not-to-exceed amount of $2,903,577.80.

**Responsible Staff Member:** Ricky Riddle, Construction Manager/Facilities Program Manage

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

**Attachments:**

01-Staff Report-Consultant-Amendments.docx
02-Exhibit A of Amemndment 9 JKAE.pdf
03-Agreement with SierraCon and Amendments 1-4.pdf
04-Amendment 5 to Agreement with Sierracon.doc
05-Exhibit A of Amendment 5 SierraCon.pdf
06-Amendment 9 to Agreement with JKAE.doc
07-Agreement with JKAE and amendments 1-8.pdf

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

**Meeting Date: March 24, 2026**

**Title: Approve Amendments to JKAE & SierraCon PSA's for work on CSLT Recreation & Aquatics Center**
**Location:** 1100 Rufus Allen Boulevard, South Lake Tahoe, CA

**Responsible Staff Member:** Ricky Riddle, Construction Manager/Facilities Program Manager

**Background:** On July 28, 2020, the City Council approved a Professional Services Agreement (C-084-2020) with Jordan Knighton Architecture and Engineering (JKAE) for $2,535,080 for architectural and engineering design services for the proposed recreation and aquatics center. During design, there were several contract amendments due to changes in scope and city requests. On February 2, 2021, the contract was amended (Amendment 01) to include A/E Services for an increased project scope, facility size, and value of $1,193,328. On September 7th, 2021, the contract was amended (Amendments 02 and 04) to include A/E services for the project's new location in the amount of $193,007. On June 21st, the contract was amended (Amendment 05) to include construction administration services in conjunction with the construction award of Phase 1 of the Rec Center Project construction for $885,428 and includes future Phase 2 construction administration. On March 14th, 2023, the contract was amended (Amendment 06) to provide value engineering services and necessary scope changes related to the project's re-bid in the amount of $144,550. On December 10th, 2024, the contract was amended (Amendment 07) to provide additional design support services for the waterline tie-in on US 50, enhanced AV design, and other city requested design changes in the amount of $108,920. On September 9th, 2025, the contract was amended (Amendment 08) to provide additional design support services for alternative fire water/gas line utility connections and additional owner requested changes in the amount of $50,000. (Note: JKAE Amendment 03 was not considered by city staff for award).

On March 16, 2021, the City Council approved an agreement with SierraCon Inc. (SierraCon) for Construction Management Services for the recreation and aquatics center.

The Construction Manager (CM) represents the owner's interest and provides oversight over the entire project directly for the owner. His/her mandate is to work with all parties to deliver the project on time, at or under budget, and to the owner's expected standard of quality, scope, and function. The earlier a professional construction manager is retained, the greater the benefits.

Recognizing this need and in discussion with the project team, staff begin soliciting firms' qualifications to provide construction management services through all phases (design, bid, build). Staff released a Request for Qualifications (RFQ) to the public on January 5, 2021. Five hundred and twenty-two (522) firms specializing in construction management were electronically notified. Sixty-two (62) firms registered as bidders and downloaded the RFQ documents. The Department of Public Works received electronic submittals on February 3,

2021. The City received thirteen (13) Statements of Qualifications (SOQ's).

All submittals received were distributed to the five (5) City's evaluation team members. Each one of the team members evaluated and then numerically scored each proposal based on the criteria outlined in the RFQ. The scores of all five evaluators were then added to achieve a cumulative score for each submittal and then averaged to obtain the initial review scoring, which provided a ranking. SierraCon Inc. was selected for the Pre-Construction and Bidding Phase for $791,243. The Construction phase was included in the scope of services to be determined at a later time. On March 16, 2021, the City Council approved a base contract in the amount of $791,243 for Construction Management Services with SierraCon. On July 20, 2022, the City Council approved Amendment 1 for $330,072 for additional construction management services related to the design phase of the project. On April 6, 2023, the City Council approved Amendment 2 for $323,072 for construction management services related to Phase 1 construction, bringing the total contract value to $1,444,387. On November 7, 2023, the City council approved amendment 3 for $1,168,000 for construction management services related to Phase 2 Construction bringing the total contract value to $2,612,545. On October 21, 2025, the City council approved amendment 4 for $140,627.80 for construction management services related to Phase 2 Construction bringing the total contract value to $2,753,172.80.

**Issue and Discussion:** Phase 2 construction sequence has been in progress since May 2024. Over the course of construction, the baseline scheduled completion dates have been impacted from substantial completion projected in November 2025, and final completion in January 2026, to March 2025 and June 2026, respectively. Construction administrative services (JKAE) and construction management services (SierraCon) have been required during these months, and the consultant time allotment was not included in the base agreement or the amendments awarded to date.

Staff has discussed with JKAE to provide cost estimates for these items and has received proposals. Staff has also requested the savings from previous amendments to be applied to this contract amendment. To move forward with the additional construction administrative services requires amending the Professional Services Agreement with Amendment 9 (Attachment 06).

The general scope of work by JKAE is shown below and detailed in Exhibit A of Amendment 9 for the JKAE PSA. Table A summarizes the changes made to the PSA with JKAE through Amendment 8 and the proposed Amendment 9.

| **JKAE Contract C-084-2020** | | |
|---|---|---|
| **Contract Item** | **Description** | **Value** |
| Base Contract | | $2,535,080.00 |
| Amendment 01 | Scope changes due to larger facility design | $1,193,328.00 |
| Amendment 02 & 04 | Scope changes due to project relocation to another site at 56 Acres | $193,007.00 |
| Amendment 05 | Construction administration services for facility construction phases 1 & 2 | $885,428.00 |
| Amendment 06 | Scope changes required for re-bidding the project | $144,550.00 |
| Amendment 07 | STPUD Survey, AV enhancement, Client Changes | $108,920.00 |
| Amendment 08 | **Fire & Gas Changes, Client Changes** | **$50,000.00** |
| Amendment 09 | **Extended Construction Administration** | **$99,902** |

*Table A – Approved Contract Change Orders affecting existing Project Contingency Appropriation*

Like the situation with JKAE, services from SierraCon also need to be extended to account for the change in completion date. These services provide continued third-party construction management representation through substantial completion and preparation for the remaining scopes of work to be performed through final completion of the project. Staff will return at a future council meeting if necessary to recommend additional services.

The general scope of work by SierraCon is reflected above, as well as in Attachment 03 – Exhibit A of Amendment 5. Table B summarizes the changes made to the PSA with SierraCon through Amendment 4 and the proposed Amendment 5.

| **SierraCon Contract C-029-2021** | | | |
|---|---|---|---|
| **Contract Item** | **Description** | **Value** | |
| Base Contract | | $791,243 | |
| Amendment 01 | Scope changes due to larger facility design | $330,230 | |
| Amendment 02 | CM Services Phase 1 | $323,072 | |
| Amendment 03 | CM Services Phase 2 | $1,168,000 | |
| Amendment 04 | Increased scope due to project delay & staffing | $140,627.80 | |
| | | | |
| Total | Total Contract Value to Date | $2,753,172.80 | |
| Amendment 05 | **CM Services through Substantial Completion** | | **$150,405** |

*Table B – Approved Contract Change Orders affecting existing Project Contingency Appropriation*

**Financial Implications:**
The additional services for JAKE and SierrCon total $250,307. Staff recommends funding the additional services utilizing the available 5% contingency balance in the Rec Center project account. The Construction contingency allocated by resolution 2023-073 with Roebbelen Contracting Inc. and by the bond proceeds reconciliation resolution 2023-086 was $3,392,555. To date, construction contingency usage will total $2,983,063.81 if the amendments for UES, JKAE and SierraCon are approved as Staff recommends.. The remaining $159,491.19 will be utilized for construction cost change orders as needed through final completion.

- Original construction contingency of $3,392,555.
- Construction contingency use of $2,983,063 to date.
- Estimated $159,491.19 remaining after contract amendments with SierraCon, JKAE, and UES

**Environmental Considerations:**
California Environmental Quality Act (CEQA) negative declaration documents for the 56 Acre Master Plan and the Recreation and Aquatics Center were approved by the State Clearing House (file #2021120206) and the Notice of Determination filed with the El Dorado County Clerk on 1/19/2022.

**Policy Implications:**
The Rec Center project is consistent with the following Strategic Plan, General Plan, Community Plan and Recreation Plan documents:

Strategic Plan 7.1 – Recreation and Equitable Access for All

1. Complete the new Recreation and Swim Complex and in the meantime, maintain the current complex for resident use.

General Plan Policy LU-3.2: Neighborhood and Recreation Connectivity. The City shall improve connections and access to a wide range of recreational opportunities, which will improve the quality of life of residents and visitors.

General Plan Policy LU-8.1: Mountain Architectural Theme. The City shall promote the use of a "mountain" architectural theme in all new and remodeled developments. Mountain architecture features the use of pitched roofs, natural colors, and natural material such as rock and wood.

General Plan Policy LU-8.2: Native Plant Use. The City shall require the most environmentally efficient and attractive landscaping at all City-owned public buildings and encourage their use and maintenance on private property.

General Plan Policy LU-9.1: Sustainable Construction Methods. The City shall promote the use of "green" and sustainable construction in new housing units, commercial developments, and mixed-use centers.

General Plan Policy LU-11.3: Equitable Distribution of New Public Facilities and Services. The City shall plan for the equitable distribution and use of new and upgraded public facilities and services that increase and enhance the entire community's quality of life.

General Plan Policy LU-11.4: Quality of Life for all Age Groups. The City shall develop a strategy to provide amenities and facilities that support a high quality of life for all age groups.

General Plan Policy ED-1.10: Expanding Events and Entertainment Opportunities. The City shall encourage the sponsors of sporting events, festivals, parades, international competitions, and entertainment shows to hold events at public (e.g., Parks and Recreation facilities, roads, or public lands) and private facilities in South Lake Tahoe, particularly during off-season (Spring and Fall). The City shall also participate in community organizations specifically formed for this purpose (e.g., Sports Commission).

General Plan Policy PQP-8.4: Coordination with Utility Providers. The City shall coordinate with gas and electricity service providers to site and design gas and electric systems to minimize environmental, aesthetic, and safety impacts to existing and future residents.

General Plan Policy PQP-10.1: Social Activity Centers. The City shall design new community centers and other types of public facilities as social activity centers.

General Plan Policy PQP-10.2: Energy Efficiency in City Buildings and Facilities. The City shall incorporate energy efficiency standards into all City-owned.

JKAE
architecture + interiors + engineering

**LETTER OF AUTHORIZATION**

## Amendment – Extended Schedule

| | | | |
|---|---|---|---|
| **CLIENT:** | City of South Lake Tahoe | **DATE:** | March 18, 2026 |
| **ATTN:** | Ricky Riddle | **PROJECT:** | 20-370 Recreation Swim Complex |

**PROJECT AMENDMENT:**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Amendment – Extended Schedule
The most recent construction schedule shows construction completion extending several months into early 2026 per dates below. At the City's request, JKAE is submitting an add service proposal to cover the extended construction administration services.

Contractual Construction Completion Schedule Dates
- Substantial Completion 11/11/2025
- Final Completion 1/19/2026

Current Estimated Construction Completion Schedule Dates
- Substantial Completion 3/25/2026
- Final Completion Estimate 6/16/2026

**EXTENSION AMENDMENT**
Additional Fee = $99,092

Please acknowledge your acceptance of this Letter of Authorization with your signature below and return via email.

Sincerely:
JKAE

Patrick Sheehan, Project Manager

Chris Vicencio, Partner, C 26985

Approved:

Client Date

Print Name / Title

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**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **Sixteenth** day of **March 2021** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **SierraCon, Inc**., a California corporation ("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 3.5 years.

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3. Compensation. Compensation to be paid to Consultant shall be made monthly based on Project progress for Phase I (Preconstruction) and Phase II (Bidding) 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 **$791,243** 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 percentage of Project progress complete, 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

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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

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

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

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

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

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

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

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

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

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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

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at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

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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:
SierraCon, Inc. ATTN: Joe Stewart
PO Box 7171
South Lake Tahoe, CA 96158
530-545-9570
https://sierracon.biz

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

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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. City acknowledges that CORE Construction is an approved subcontractor.

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

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

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

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

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall

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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.

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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.

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

CITY OF SOUTH LAKE TAHOE:

By _____

Tamara Wallace, Mayor

Date 3/22/2021

CONSULTANT:

By Joe Stewart

Joe Stewart, Owner

Date 3/19/2021

Business License # 009926

APPROVED AS TO FORM:

By Heather Stroud

Date 3/22/2021

Heather Stroud, City Attorney

ATTEST:

By _____

Date 3/22/2021

Susan Blankenship, City Clerk

Attachments:

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

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# EXHIBIT A

## SCOPE OF SERVICES

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**SECTION 3 - SAMPLE SCOPE OF WORK - PRE-CONSTRUCTION PHASE:**

3.1 General: The Sample Scope described herein is not intended to define all duties and tasks required. The Sample Scope of Work is intended to relay the City's general intentions regarding minimum task requirements per phase. If any services, functions or responsibilities are not specifically described in this section, but are necessary for the proper performance and execution of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. Proposer shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.2 Meetings: Note: Due to the COVID19 Pandemic and safe practices protocol, all meetings shall be virtual until otherwise directed.

3.2.1 Conduct weekly meeting with Owner's representatives.

3.2.2 Attend two (2) monthly project meetings with Architect and Owner for duration of pre-construction services. Review meeting minutes and related documents for completeness and accuracy. Schematic Design and Design Development Phases (pre-construction services) are estimated to be fourteen (14) months.

3.2.3 Attend up to six (6) public/stakeholder meetings for duration of pre-construction services.

3.3 General Scope of Work:

3.3.1 Maintain project schedule and advise Owner of schedule issues/concerns.

3.3.2 Monitor the development of the Design Drawings and Construction Documents and advise owner of feasibility, constructability, conflicts, constraints, and possible alternatives with respect to maintaining project budget.

3.3.3 Advise City team on proposed materiality, and finishes, site use and improvements, equipment and systems, including sustainable building elements. Propose alternatives with respect to maintaining project budget.

3.3.4 Provide recommendations on relative feasibility of construction methods required to produce project as designed and availability of materials and labor for such within the Lake Tahoe Region.

3.3.5 Advise City team on time requirements for procurement, installation, and construction of specialized architectural and mechanical elements including sustainable building components and elements as proposed in design documents. Advise City of potential long lead items that may cause construction schedule delays, provide alternatives if applicable.

3.3.6 Perform interdisciplinary reviews of the design documents and contract document submittals. Review plans and specifications for coordination and completeness. Identify construction details necessary to construct the project so as to avoid potential construction cost increases. Provide a written summary in a format acceptable to the Owner. Verify that the comments are incorporated into the contract documents if applicable.

3.3.7 Perform independent cost analysis of each of the Architects cost estimates utilizing local cost conditions calculated to mid-point of scheduled construction year of construction. At end of Design Development phase (95%) provide an independent cost estimate for construction of the entire project as designed including but not limited to all hard and soft costs required for

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commissioning of the facility utilizing local cost conditions. All preliminary, intermediate, and final cost estimates shall be used for comparative analysis against Architect's estimates and to establish project bid estimate.

3.3.8 Propose alternative designs or materials to design team on behalf of the Owner to maintain project budget/schedule, and to generally construct project as designed.

3.3.9 Advise Owner and Design Team of site logistics including but not limited to: adequacy of access, site staging, lay down area(s), heavy construction equipment placement, de-watering (if applicable), excavation protection (piling, trench protection), temporary utility tie-ins, temporary facilities, and maintaining access to open adjacent facilities etc. Provide comments to design team for incorporation into design documents and specifications if applicable.

3.3.10 Coordinate Architects development of bid package with Owner during design development. Coordinate as the Owner's representative, all submittals and reviews to/from City Planning and Building Departments for purposes of satisfying pre-bid requirements. Ensure bid documents contain all necessary federal, state and local language with respect to funding and regulatory requirements.

3.3.11 Coordinate on behalf of the Owner, the Architect's progress towards completion of the Design Development phase including all required permitting and approvals required to advertise bid.

3.3.12 Produce preliminary construction schedule based on consultant's construction management experience with similarly designed projects in the Lake Tahoe Basin including grading limitations and environmental protections.

3.3.13 Assist Owner with verifying Architect's applications for payment

3.3.14 Assist Owner with project reporting as required for grants, permitting agencies, and regulatory agencies.

**END OF SECTION.**

**SECTION 4 - SAMPLE SCOPE OF WORK – BIDDING PHASE:**

4.1 General: The Sample Scope described herein is not intended to define all duties and tasks required. The Sample Scope of Work is intended to relay the City's general intentions regarding minimum task requirements per phase. If any services, functions or responsibilities are not specifically described in this section, but are necessary for the proper performance and execution of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. Proposer shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

4.2 Meetings: Note: Due to the COVID19 Pandemic and safe practices protocol, all meetings shall be virtual until otherwise directed.

4.2.1 Meetings:

a) Attend one (1) pre-bid meeting,

b) Attend one (1) bid opening meeting,

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c) Attend up to six (6) bid evaluation meetings with Owner/Architect.

4.3 General Scope of work:

4.3.1 On behalf of Owner, review for completeness, approve and accept final bid documents from Architect and acknowledge to the Department of Public Works, the documents are acceptable for release. Verify all federal, state, and local language and documents are complete and in place.

4.3.2 Assist Owner with advertisement of bid including but not limited to: electronic notification, and local paper and trade journal notifications.

4.3.2 Act as Owner's representative in coordinating Requests for Information (RFI) from bidder to Architect along with coordination of response. Document and file all communication.

4.3.3 Coordinate with Architect, the preparation and release of addenda as may be required during bid phase. If addenda may produce an increase in construction cost; provide cost analysis and recommend adjustment to project cost estimate as required. Establish party responsibility for potential cost increase.

4.3.4 Co-conduct pre-bid meeting with Owner and Architect. Review and Comment on meeting minutes produced by Architect. Track and review all questions and answers.

4.3.5 On behalf of Owner, attend bid opening as the Owner's Representative, log all meeting info, and coordinate bidder's requests for documents with Architect if applicable.

4.3.6 On behalf of Owner, log post bid questions and requests. Receive and process to Owner any public requests for documents.

4.3.7 Evaluate Bids in coordination with Architect and Department of Public Works Staff. Create bid evaluation report. Verify project budget in relation to the three lowest and responsive bids.

4.3.8 Recommend in writing, the lowest responsive bidder to Owner. Provide analysis of bidder's submittal for use in City Council Award report.

**END OF SECTION.**

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# EXHIBIT B

## SCHEDULE OF CHARGES AND TIMELINE

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SIERRA CON CORE

**CITY OF SOUTH LAKE TAHOE**
**TAHOE RECREATION / SWIM COMPLEX**
**CONSTRUCTION MANAGEMENT SERVICES**
**SUMMARY**

**March 4, 2021**

| BASE SCOPE | | |
|---|---|---|
| I | II | II |
| TOTAL | TOTAL | TOTAL |
| $433,668 | $83,126 | Step 2 |

**BASE SCOPE TOTAL ALL PHASES**
$516,794

| OPTIONAL SCOPE | | |
|---|---|---|
| I | II | II |
| TOTAL | TOTAL | TOTAL |
| $204,229 | $70,220 | Step 2 |

**OPTIONAL SCOPE TOTAL ALL PHASES**
$274,449

**TOTAL PRECON & BIDDING**
**$791,244**

***Based on 12 months - April 2021 - March 2022***

**PHASE I PRECONSTRUCTION**

| DESCRIPTION | VALUE |
|---|---|
| Conduct Weekly O/A Meetings \| Produce Minutes | $17,981 |
| Attend Bi-Monthly O/A Project Meetings \| Review Minutes | $17,460 |
| Attend Public/Stakeholder Meetings | Included |
| Identify & Track Safety & Security Risks \| Lead Mitigation Efforts | $13,429 |
| Advise Team on Staging, Laydown, Protection, Temporary Req.'s | $13,429 |
| Review Documents for Bidability/Constructability \| Track Changes | $132,027 |
| Develop Baseline Design Schedule \| Provide Monthly Updates | $19,371 |
| Advise Team on Construction Schedule Constraints | $8,179 |
| Coordinate w/ Architect on Permitting & Agency Approvals | $10,560 |
| Provide Milestone Deliverable Cost Estimates \| Reconcile w/ ICE | $133,049 |
| Advise Team on Value Engineering/Cost Reduction Oppertunities | $29,463 |
| Review & Advise Owner on Architect Payment Application | NIC |
| Assist Owner w/ Project Reporting | $38,720 |
| **TOTAL** | **$433,668** |

| DESCRIPTION | VALUE |
|---|---|
| Establish Safety & Quality Requirements for Bidding Contractors | $35,022 |
| Provide Detailed Option Study Analysis | $42,087 |
| Coordinate Life Cycle Analysis w/ Design Team | $35,644 |
| Develop Virtual Mockup for Contractor to Construct & Analyize | $17,378 |
| Provide Subsurface (GPR) & Utility Locating Investigation of Site | $35,413 |
| Develop 4D Construction Schedule | $15,640 |
| Host Contractor Outreach Fair | $23,045 |
| **TOTAL** | **$204,229** |

***Based on 2 months - April 2022 - May 2022***

**PHASE II BIDDING**

| DESCRIPTION | VALUE |
|---|---|
| Co-Conduct Pre-Bid Meeting \| Review Minutes | $7,902 |
| Attend Bid Opening \| Log All Information | $5,049 |
| Coordinate w/ Architect Bidders Request for Documents | $5,049 |
| Attend Bid Evaluation Meetings \| Review & Advise | $6,293 |
| Review Bid Documents for Completeness & Accept for Release | $7,867 |
| Assist with Bid Advertisement & Bidder Qualification | $12,622 |
| Coordinate w/ Architect Bid RFIs | $6,311 |
| Coordinate w/ Architect Bid Addenda | $5,360 |
| Review RFI Responses & Addenda for Cost Impact \| Advise | $6,222 |
| Develop & Manage Bidding Phase Document Management | $12,820 |
| Evaluate Bids w/ Team \| Create Bid Evaluation Report | $5,507 |
| Recommend in Writing Lowest, Responsive Bidder to Owner | $1,416 |
| Provide Award Recommendation Analysis for City Council | $708 |
| **TOTAL** | **$83,126** |

| DESCRIPTION | VALUE |
|---|---|
| Procurement of Commissioning Agent | $16,220 |
| Procurement of 3rd Party Inspection Consultant | $15,640 |
| Procurement of FF&E Package | $38,360 |
| **TOTAL** | **$70,220** |

***Based on 18 months - June 2022 - November 2023***

**PHASE III CONSTRUCTION**

| DESCRIPTION | VALUE |
|---|---|
| Act as Owner's Representative \| Facilitate, Document, & Advise | TBD |
| Develop & Manage Construction Phase Document Management | TBD |
| Setup & Maintain Contractor DIR Procedures | TBD |
| Perform Prevailing Wage Review in Accordance w/ DIR | TBD |
| Review & Approve Contractor Quality & Safety Procedures | TBD |
| Conduct Weekly O/A/C Meetings \| Produce Minutes | TBD |
| Observe Work by GC & Subs \| Notify Owner of Issues | TBD |
| Coordinate w/ 3rd Party Inspection & Testing Consultants | TBD |
| Coordinate w/ Arch. On CORs, Claims, Force Account, Pay Apps | TBD |
| Attend Bi-Monthly Owner Progress Meetings \| Monthly Report | TBD |
| Review & Approve Baseline Schedule | TBD |
| Review & Approve Monthly Schedule Updates | TBD |
| Coordinate Punch List & Final Close-Out Documentation | TBD |
| **TOTAL** | **Step 2** |

| DESCRIPTION | VALUE |
|---|---|
| Provide Monthly Drone & Laser Progress Documentation | TBD |
| Act as Liason w/ Unions | TBD |
| Provide Envelope Commissioning | TBD |
| Provide Change Order Detailed Review & Analysis Allowance | TBD |
| Provide Schedule Impact Detailed Review & Analysis Allowance | TBD |
| Lead Construction BIM Coordination | TBD |
| Provide & Integrate TRPA / SWPPP Consultant | TBD |
| **TOTAL** | **Step 2** |

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# 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:_____
Joe Stewart, Owner

# AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **SierraCon/CORE** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 1** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than May, 2025. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by May 2025 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 1** by the sum of **$330,072** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$791,243** plus the additional fee of **$330,072** for an amended total fee of **$1,121,315** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

**CITY OF SOUTH LAKE TAHOE**

By: Devin Middlebrook (Jul 20, 2022 09:03 PDT) Jul 20, 2022

Devin Middlebrook, Mayor

**CONSULTANT**

By: Jul 20, 2022

Joe Stewart
President – SierraCon/CORE
Business License # 009926

**APPROVED AS TO FORM:**

Heather Stroud (Jul 20, 2022 08:55 PDT)

Heather Stroud, City Attorney

**ATTEST:**

Sue Blankenship (Jul 20, 2022 08:52 PDT) Jul 20, 2022

Susan Blankenship, City Clerk

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

City of South Lake Tahoe
Jim Marino
Capital Improvement Program and Facilities Program Manager
Department of Public Works
1740 D Street
South Lake Tahoe, CA 96150

May 25, 2022

RE: Recreation & Aquatic Center CM/PM Services Proposal

Dear Mr. Marino,

SierraCon, Inc. / CORE Construction (SierraCon) is appreciative of the opportunity to provide the City of South Lake Tahoe (CSLT) this proposal for Construction Management/Project Management (CM/PM) professional services for the upcoming Recreation & Aquatic Center project. This proposal serves as the basis of understanding for the Recreation & Aquatic Center project parameters and SierraCon's scope of work to be provided.

1. PROJECT PARAMETERS & SCOPE OF WORK

The City of South Lake Tahoe new Recreation & Aquatic Center project is to be executed in two phases: Phase 1 – Site Work and Utility Relocation and Phase 2 – Building Construction and Final Site work. The project's bidding period for Phase 1 is from May 5, 2022 to May 27, 2022 with a construction Notice to Proceed (NTP) anticipated on June 22, 2022 substantial completion of the project no later than October 15, 2022, and final completion no later than November 1, 2022. The project's bidding period for Phase 2 is anticipated to commence in August of 2022 and be completed in September, 2022 with a construction Notice to Proceed (NTP) anticipated in October, 2022, substantial completion of the project no later than October, 2024, and final completion no later than November, 2024. SierraCon anticipates contract approval at the June 22, 2022 City Council meeting and beginning on-site services June 27, 2022 for Phase 1. Phase 1 on-site construction management duties are anticipated to end by November 1, 2022. Phase 2 on-site construction management duties are anticipated to start on November 1, 2022 and end on November 1, 2024. SierraCon has included a TASK for assisting with additional closeout for 3 months, through January, 2025.

2. SCOPE OF WORK

Construction Management is a professional service available with a goal of helping facilitate a project to it's completion, while enforcing contract documents, documenting the process, mitigating risk for the owner, and providing quality assurance in the field. By providing the experienced, skilled professionals to augment CSLT, SierraCon will pay continuing attention to critical details throughout the project to better ensure success. SierraCon will act as advisors to CSLT, and in the field, and coordinate with the General Contractor(s), A/E team and CSLT to better assure project progress and accountability. SierraCon's scope of work is based on the following direction from CSLT:

Manage Building and Site Construction on behalf of CSLT in Phase 1 and Phase 2 -

a) Daily On-Site Construction Activity and Oversight, including but not limited to:

- Being completely familiar with Contract Documents - Plans, Specifications, Contracts, Manufacturers Recommendations, etc. prior to start of construction
- Providing oversight of Contract Plans, Specifications, Contracts, Shop Drawings, RFI's, CO's, Force Accounts, etc. during construction
- Complete Project Documentation including Daily Reports, Noted Deficiencies, Photo Logs, Issues Tracking, Communications, All A/E Correspondence, etc. – in software system independent of contractor documents
- Coordination and Communication with A/E, with the understanding that the A/E is also an owner's onsite representative, for all design code and specification questions, exceptions, clarifications, etc.
- Coordination of Special Inspection (Material Testing, Performance Compliance Specifications, etc.). Requirements/Review Testing Results - Notify team of any deficiencies
- Coordination with Design Team for anything effecting design interpretations/ recommendations/changes
- Identify any material delivery out of sequence
- Observe and document actual progress versus estimated progress, record and report conditions that may cause a delay in completion of work. Provide monthly executive summary report to Owner.
- Attend Weekly Progress Meetings, and additional project meetings as needed/ requested
- Assist with IT/FF&E Coordination (contracted through CSLT)
- Monitor Contractor & A/E Punchlist
- Receive and Review (In Conjunction with A/E) O&M Manuals
- Receive and Review (In Conjunction with A/E) As-Built Drawings
- Complete Project Closeout Documents, Reviews etc. (In Conjunction with A/E)
- Attend One Year Warranty Walk (In Conjunction with A/E)

b) Coordinate as necessary, with El Dorado County Library and neighboring City of South Lake Tahoe campground and maintenance facility operations.
c) Schedule review and management, including but not limited to, tasks, logic, resource loading, pay applications/invoicing, overall progress, recovery, etc.
d) Shop Drawing/RFI/Submittal/CO/ASI/CCD/CR Reviews (In Conjunction with A/E)
e) Review and coordinate with architect Pay Applications/Invoices.
f) Receive and review for DIR prevailing wage compliance, as prepared and managed by General Contractors.
g) Coordination of Jurisdictional Requirements
h) All Project Communications and Coordination with CSLT Project Manager
i) Change Management Analysis and Recommendations – processing, tracking & coordination included
j) Scheduling, Attending and Writing of Meeting Minutes for weekly OAC meetings.
k) Contract and provide coordination with UNVC for Commission Agent and Commissioning Inspections based on UNVC proposal for Systems and Enclosures Commissioning dated 3/22/22, and the specific terms listed below:
    - Based on the requirements of the specifications, failed tests typically require additional testing to meet performance goals. These tests will be billed to the client. It is the client's responsibility to then bill the appropriate parties.
    - Assumes free and clear access to the test areas, and lifts and/or scaffolding as required to fully access the interior and exterior of the test specimens.

- Assumes a water source will be available and capable of providing 5 gallons of water per hour per square foot of the test specimen (within 200 ft of the test area).
- Assumes a 110-volt power supply will be available (within 100 ft of the test area)

3. RATE SCHEDULE

| | Phase 1 2022 | Phase 2 2023 / 2024 |
|---|---|---|
| **STAFF CLASSIFICATION** | **HOURLY RATE** | **HOURLY RATE** |
| Project Director / Executive | 325 | 345 |
| Director of Field Operations | 250 | 265 |
| Construction Manager | 165 | 175 |
| Assist. Construction Manager | 145 | 154 |
| Field Engineer | 165 | 175 |
| Field Engineer | 165 | 175 |
| Assist. Field Engineer - Punch List | 140 | 148 |
| Project Accountant | 125 | 133 |
| General Superintendent | 215 | 228 |
| MEP Manager | 210 | 223 |
| Schedule / Procurement Manager | 160 | 170 |

4. ASSUMPTIONS, EXCLUSIONS, AND TERMS OF AGREEMENT

Assumptions –

- Adequate location provided for SierraCon's job site office trailer to be placed on site with access to power, internet, and staff parking.
- Full access to site to be provided during working hours and when general contractor is on-site
- Base contract for Phase 1 is approximately 3.5 months (NTP to Substantial Completion) starting in June, 2022 and Phase 1 is approximately 23 months (NTP to Substantial Completion) starting in November, 2022, plus an additional month of administration assistance only for closeout.
- If the construction schedule is delayed, SierraCon reserves the right to adjust the Rate Schedule.

Exclusions –

- Procurement and management of special inspections – field coordination included
- Procurement and management of FF&E purchase and installation – field coordination included

- Procurement and management of SWPPP compliance consultant & inspections – field coordination included
- Management of A/E contract – field coordination included
- Management of general contractor(s) contract – field coordination included
- Overtime (Above allowance included in fee proposal)

Terms of Agreement –

- Time and material backup to be provided with invoice
- SierraCon invoice not tied to general contractor pay application approval
- Owner requested additional services can be performed on T&M basis, based on rates included in this proposal
- Overtime rates are at time and a half plus added vehicle burden at straight time
    - SierraCon has included an Allowance for Overtime within the contract values. ~10% of base scope hours.
- If additional analysis of cost and/or schedule change management is required due to a dispute or claim, the work is to be completed as a change order to SierraCon to provide support on T&M basis, based on rates included in this proposal.

5. FEE SUMMARY

| TASK | | COST |
|---|---|---|
| Phase 1 Base Scope of Work: | | $299,210 |
| Phase 1 Scope Allowance Tasks: | | $30,862 |
| **Phase 1 Base + Allowances Total:** | | **$330,072** |
| | | |
| Phase 2 Base Scope of Work: | | $2,585,502 |
| Phase 2 Scope Allowance Tasks: | | $936,158 |
| **Phase 2 Base + Allowances Total:** | | **$3,521,660** |
| **TOTAL BASE + ALLOWANCES:** | | **$3,851,732** |

Refer to Exhibit A's, attached to this proposal, for detailed breakdown of proposed fee.

Sincerely,

Joe Stewart
President

## EXHIBIT A - City of South Lake Tahoe Recreation and Aquatic Center - PHASE 1

| ANTICIPATED TASK | STAFF CLASSIFICATION | HOURLY RATE | TOTAL TASK HOURS | MONTHLY SCHEDULE / HOURS 2022 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Jan | Jan | Mar | Jan | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| | | | | | | | | | Construction | | | | | | |
| **BASE SCOPE OF WORK (MANAGEMENT)** | | | | | | | | | | | | | | | |
| **Construction Management - On-Site Management**<br><br>(Construction Oversight Through Closeout)<br>(June 22, 2022 - November 1, 2022) | Project Director | $325 | 71 | | | | | | 4 | 17 | 17 | 17 | 17 | | |
| | Construction Manager | $165 | 356 | | | | | | 20 | 84 | 84 | 84 | 84 | | |
| | Asst. Construction Manager | $145 | 356 | | | | | | 20 | 84 | 84 | 84 | 84 | | |
| | Field Engineer / Super | $165 | 528 | | | | | | 24 | 126 | 126 | 126 | 126 | | |
| | Director of Field Operations | $250 | 71 | | | | | | 4 | 17 | 17 | 17 | 17 | | |
| | Project Accountant | $125 | 71 | | | | | | 4 | 17 | 17 | 17 | 17 | | |
| | | | | | | | | | | | | | | | |
| | **TASK COST** | **$247,320** | | | | | | | | | | | | | |

| | |
|---|---|
| **BASE SoW (MANAGEMENT) - SUBTOTAL** | **$247,320** |

| **BASE SCOPE OF WORK (CONSUMABLES)** | |
|---|---|
| Document Control, Printing & Reproduction Costs | $6,720 |
| Vehicles Expenses | $12,180 |
| Software: ProCore / Bluebeam / Video Conference | $8,700 |
| Jobsite Trailer Office | $20,310 |
| Jobsite Toilets & Wash Facilities (for CM Team) | $1,880 |
| Photography and Construction Records | $2,100 |
| | |

| | |
|---|---|
| **BASE SoW (CONSUMABLES) - SUBTOTAL** | **$51,890** |

| | |
|---|---|
| **BASE SCOPE OF WORK - TOTAL** | **$299,210** |

| **SCOPE ALLOWANCES** | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Overtime if Requested / Required<br><br>(Allowance ~10%) | Construction Manager | $248 | 36 | | | | | | 2 | 8 | 8 | 8 | 8 | | |
| | Asst. Construction Manager | $218 | 36 | | | | | | 2 | 8 | 8 | 8 | 8 | | |
| | Field Engineer / Super | $248 | 53 | | | | | | 2 | 13 | 13 | 13 | 13 | | |
| | Vehicles | $10 | 124 | | | | | | 6 | 29 | 29 | 29 | 29 | | |
| | | | | | | | | | | | | | | | |
| | **TASK COST** | **$30,862** | | | | | | | | | | | | | |

| | |
|---|---|
| **SCOPE ALLOWANCES - SUBTOTAL** | **$30,862** |

| | |
|---|---|
| **BASE SOW + ALLOWANCES - TOTAL** | **$330,072** |

# C-107-2022 SierraConCore

Final Audit Report 2022-07-20

| | |
|---|---|
| Created: | 2022-07-20 |
| By: | jo Mcdonough (jmcdonough@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAHoMWK2mnr4cNchHGfkpKebNa-bkrlwf7 |

## "C-107-2022 SierraConCore" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-07-20 - 3:40:20 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2022-07-20 - 3:42:17 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-07-20 - 3:50:51 PM GMT- IP address: 128.92.136.146

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-07-20 - 3:52:07 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2022-07-20 - 3:52:09 PM GMT

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2022-07-20 - 3:55:22 PM GMT- IP address: 128.92.136.146

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2022-07-20 - 3:55:55 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to dmiddlebrook@cityofslt.us for signature
2022-07-20 - 3:55:57 PM GMT

Email viewed by dmiddlebrook@cityofslt.us
2022-07-20 - 4:02:55 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-07-20 - 4:03:18 PM GMT - Time Source: server- IP address: 66.189.255.213

Document emailed to jstewart@sierracon.biz for signature
2022-07-20 - 4:03:20 PM GMT

Email viewed by jstewart@sierracon.biz

2022-07-20 - 7:06:41 PM GMT- IP address: 172.226.212.5

Document e-signed by Joe Stewart (jstewart@sierracon.biz)

Signature Date: 2022-07-20 - 9:28:03 PM GMT - Time Source: server- IP address: 47.33.29.150

Agreement completed.

2022-07-20 - 9:28:03 PM GMT

# AMENDMENT 2 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **SierraCon/CORE** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021 this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 2** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than October 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by October 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 2** by the sum of **$323,072** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$791,243** plus the additional fee (Amendment #1 Phase 1 Construction Management Services) of **$330,230**, plus the additional fees (Amendment #2) of **$323,072** for an amended total fee of **$1,444,545** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

**CITY OF SOUTH LAKE TAHOE**

By: Cody Bass (Apr 6, 2023 11:01 PDT)
Cody Bass, Mayor Pro Tem

**CONSULTANT**

By: Joe Stewart (Apr 7, 2023 07:50 PDT)
Joe Stewart
President – SierraCon/CORE
Business License # 009926

**APPROVED AS TO FORM:**

Heather Stroud (Mar 20, 2023 14:35 PDT)
Heather Stroud, City Attorney

**ATTEST:**

Sue Blankenship (Mar 20, 2023 14:20 PDT)
Mar 20, 2023
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.

# C-030-2023 SierraCon Amend. 2

Final Audit Report 2023-04-07

| | |
|---|---|
| Created: | 2023-03-20 |
| By: | jo Mcdonough (jmcdonough@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA5rAQECMIP1uQDJYhGSFFNzVDbwnay9O- |

## "C-030-2023 SierraCon Amend. 2" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2023-03-20 - 8:54:18 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-03-20 - 8:55:46 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-03-20 - 9:20:37 PM GMT- IP address: 104.47.65.254

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-03-20 - 9:20:45 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2023-03-20 - 9:20:46 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2023-03-20 - 9:35:40 PM GMT- IP address: 104.47.65.254

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-03-20 - 9:35:47 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to cbass@cityofslt.us for signature
2023-03-20 - 9:35:49 PM GMT

Email viewed by cbass@cityofslt.us
2023-04-06 - 6:00:56 PM GMT- IP address: 104.187.236.105

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2023-04-06 - 6:01:20 PM GMT- IP address: 104.187.236.105

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2023-04-06 - 6:01:22 PM GMT - Time Source: server- IP address: 104.187.236.105

Document emailed to jstewart@sierracon.biz for signature

2023-04-06 - 6:01:23 PM GMT

Email viewed by jstewart@sierracon.biz

2023-04-07 - 2:49:32 PM GMT- IP address: 71.94.66.3

Signer jstewart@sierracon.biz entered name at signing as Joe Stewart

2023-04-07 - 2:50:24 PM GMT- IP address: 71.94.66.3

Document e-signed by Joe Stewart (jstewart@sierracon.biz)

Signature Date: 2023-04-07 - 2:50:26 PM GMT - Time Source: server- IP address: 71.94.66.3

Agreement completed.

2023-04-07 - 2:50:26 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

# AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **SierraCon/CORE** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021 this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule",** attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 3** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than April 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by April 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. 3** by the sum of **$1,168,000** as described within **Exhibit A** attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$791,243** plus the additional fee (Amendment #1 Phase 1 Construction Management Services) of **$330,230,** plus the additional fees (Amendment #2) of **$323,072,** plus the additional fee (Amendment #3 - Construction management for Phase II, Post Construction Services and Commissioning Services of **$1,168,000,** for an amended total fee of **$2,612,545,** 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 November 7, 2023.

**CITY OF SOUTH LAKE TAHOE**

Cody Bass (Nov 14, 2023 10:22 PST)

By: Cody Bass, Mayor Pro Tern

**CONSULTANT**

Joe Stewart
President- SierraCon/CORE
Business License # 009926

**APPROVED AS TO FORM:**

Heather Stroud (Nov 14, 2023 10:33 PST)

Heather Stroud, City Attorney

**ATTEST:**

Sue Blankenship (Nov 8, 2023 13:33 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.

# C-228-2023 Amendment 3 to Professional Services Agreement

Final Audit Report 2023-11-14

| | |
|---|---|
| Created: | 2023-11-08 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAZF06eRv7zYrRXgEKXbFnl6l0D6LtRtv5 |

## "C-228-2023 Amendment 3 to Professional Services Agreement" History

Document created by Michelle Davis (medavis@cityofslt.us)
2023-11-08 - 8:59:14 PM GMT

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-11-08 - 8:59:53 PM GMT

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-11-08 - 9:33:39 PM GMT - Time Source: server

Document emailed to cbass@cityofslt.us for signature
2023-11-08 - 9:33:40 PM GMT

Email viewed by cbass@cityofslt.us
2023-11-08 - 9:34:41 PM GMT

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2023-11-14 - 6:22:50 PM GMT

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2023-11-14 - 6:22:52 PM GMT - Time Source: server

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2023-11-14 - 6:22:54 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2023-11-14 - 6:33:14 PM GMT

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-11-14 - 6:33:29 PM GMT - Time Source: server

Document emailed to jstewart@sierracon.biz for signature

2023-11-14 - 6:33:31 PM GMT

Email viewed by jstewart@sierracon.biz

2023-11-14 - 9:23:05 PM GMT

Signer jstewart@sierracon.biz entered name at signing as Joe Stewart

2023-11-14 - 9:26:11 PM GMT

Document e-signed by Joe Stewart (jstewart@sierracon.biz)

Signature Date: 2023-11-14 - 9:26:13 PM GMT - Time Source: server

Agreement completed.

2023-11-14 - 9:26:13 PM GMT

# AMENDMENT 4 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation (" CITY") and **SierraCon/CORE** CONSULT ANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021 this Amendment to the Agreement adds the work described within **Exhibit A " Compensation Schedule**", attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 4** to the Agreement.

2. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement, is hereby increased with this Amendment No. 4 by the sum of $140,627.80 as described within Exhibit A attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of $791,243 plus the additional fee (Amendment # 1 Phase 1 Construction Management Services) of 330,230, plus the additional fees (Amendment #2) of $323,072, plus the additional fees (Amendment #3) of $1,168,000, plus the additional fee Amendment # 4 of $140,627.80 for an amended total fee of $2,753,172.80, 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
Cody Bass (Oct 29, 2025 12:52:07 PDT)
Cody Bass, Mayor

**CONSULTANT**

By: Joe Stewart (Oct 31, 2025 15:45:28 PDT)
Joe Stewart
President- SierraCon/ CORE
Business License # 009926

**APPROVED AS TO FORM:**

Heather Stroud (Oct 23, 2025 14:54:22 PDT)
Heather Stroud, City Attorney

**ATTEST:**

Susan Blankenship (Oct 23, 2025 14:08:59 PDT)
Susan Blankenship, City Clerk

CITY SEAL:

## CONTINUATION SHEET

Application and Certification for Payment Worksheet — 7/29/2025

**Owner:** City of South Lake Tahoe — 24
**Project:** CSLT Rec Center - Phase 3 PreCon and Construction — 7/1/2025
**Const Mgr:** SierraCon, Inc. — 7/31/2025
**Architect:** JKAE

| A | B | C | D | E | F | G | H | I | K | L | M | O |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM # | DESCRIPTION OF WORK | CONTRACTOR / SUBCONTRACTOR | ORIGINAL BUDGET | INTERNAL TRANSFERS | AMENDMENTS (CHANGE ORDERS) | REVISED VALUE | WORK COMPLETED PREVIOUSLY | WORK COMPLETED THIS PERIOD | TOTAL COMPLETED AND STORED TO DATE (H+I+J) | % COMPLETE TO DATE | BALANCE TO FINISH | FUNDS REQUESTED |
| | **Phase 1 - Contract** | | | | | | | | | | | |
| | Original Contract | SierraCon/Core | $ 791,243.00 | | | $791,243.00 | $791,243.00 | | $791,243.00 | 100.00% | $0.00 | $0.00 |
| | Amendment 1 - Phase 1 Construction Management | SierraCon/Core | | | $330,230.00 | $330,230.00 | $330,230.00 | | $330,230.00 | 100.00% | $0.00 | $0.00 |
| | | | | | | | | | | | | |
| | **Phase 2 - Contract - Amendment 2 (Total $323,072)** | | | | | | | | | | | |
| | **Scope I - Preconstruction** | | | | | | | | | | | |
| 1 | Conduct O/A Meetings \| Produce Minutes | SierraCon/Core | | | $ 13,658.00 | $13,658.00 | $13,658.00 | | $13,658.00 | 100.00% | $0.00 | $0.00 |
| 2 | Review Documents for Bidability / Constructability / Track Changes | SierraCon/Core | | | $ 22,604.00 | $22,604.00 | $22,604.00 | | $22,604.00 | 100.00% | $0.00 | $0.00 |
| 3 | Develop Baseline Design Schedule \| Provide Monthly Updates | SierraCon/Core | | | $ 9,450.00 | $9,450.00 | $9,450.00 | | $9,450.00 | 100.00% | $0.00 | $0.00 |
| 4 | Participate in General Contractor Prequalification & Evaluation | SierraCon/Core | | | $ 33,772.00 | $33,772.00 | $33,772.00 | | $33,772.00 | 100.00% | $0.00 | $0.00 |
| 5 | Coordinate w/ Architect on Permitting & Agency Approvals | SierraCon/Core | | | $ 5,254.00 | $5,254.00 | $5,254.00 | | $5,254.00 | 100.00% | $0.00 | $0.00 |
| 6 | Provide Cost Estimate Update | SierraCon/Core | | | $ 21,882.00 | $21,882.00 | $21,882.00 | | $21,882.00 | 100.00% | $0.00 | $0.00 |
| 7 | Advise Team on Value Engineering/Cost Reduction Opportunities | SierraCon/Core | | | $ 17,119.00 | $17,119.00 | $17,119.00 | | $17,119.00 | 100.00% | $0.00 | $0.00 |
| 8 | Assist Owner w/ Project Reporting / Documentation | SierraCon/Core | | | $ 6,590.00 | $6,590.00 | $6,590.00 | | $6,590.00 | 100.00% | $0.00 | $0.00 |
| 9 | General Contractor Outreach | SierraCon/Core | | | $ 40,480.00 | $40,480.00 | $40,480.00 | | $40,480.00 | 100.00% | $0.00 | $0.00 |
| | **Scope II - Bidding** | | | | | | | | | | | |
| 10 | Co-Conduct Pre-Bid Meeting \| Review Minutes | SierraCon/Core | | | $ 6,208.00 | $6,208.00 | $6,208.00 | | $6,208.00 | 100.00% | $0.00 | $0.00 |
| 11 | Attend Bid Opening \| Log All Information | SierraCon/Core | | | $ 1,529.00 | $1,529.00 | $1,529.00 | | $1,529.00 | 100.00% | $0.00 | $0.00 |
| 12 | Coordinate w/ Architect Bidders Request for Documents | SierraCon/Core | | | $ 7,543.00 | $7,543.00 | $7,543.00 | | $7,543.00 | 100.00% | $0.00 | $0.00 |
| 13 | Attend Bid Evaluation Meetings \| Review & Advise | SierraCon/Core | | | $ 12,222.00 | $12,222.00 | $12,222.00 | | $12,222.00 | 100.00% | $0.00 | $0.00 |
| 14 | Review Bid Documents for Completeness & Accept for Release | SierraCon/Core | | | $ 12,222.00 | $12,222.00 | $12,222.00 | | $12,222.00 | 100.00% | $0.00 | $0.00 |
| 15 | Assist with Bid Advertisement & Bidder Qualification | SierraCon/Core | | | $ 10,156.00 | $10,156.00 | $10,156.00 | | $10,156.00 | 100.00% | $0.00 | $0.00 |
| 16 | Coordinate w/ Architect Bid RFIs | SierraCon/Core | | | $ 10,393.00 | $10,393.00 | $10,393.00 | | $10,393.00 | 100.00% | $0.00 | $0.00 |
| 17 | Coordinate w/ Architect Bid Addenda | SierraCon/Core | | | $ 1,098.00 | $1,098.00 | $1,098.00 | | $1,098.00 | 100.00% | $0.00 | $0.00 |
| 18 | Review RFI Responses & Addenda for Cost Impact \| Advise | SierraCon/Core | | | $ 3,654.00 | $3,654.00 | $3,654.00 | | $3,654.00 | 100.00% | $0.00 | $0.00 |
| 19 | Develop & Manage Bidding Phase Document Management | SierraCon/Core | | | $ 2,419.00 | $2,419.00 | $2,419.00 | | $2,419.00 | 100.00% | $0.00 | $0.00 |
| 20 | Evaluate Bids w/ Team \| Create Bid Evaluation Report | SierraCon/Core | | | $ 23,520.00 | $23,520.00 | $23,520.00 | | $23,520.00 | 100.00% | $0.00 | $0.00 |
| 21 | Recommend in Writing Lowest, Responsive Bidder to Owner | SierraCon/Core | | | $ 2,612.00 | $2,612.00 | $2,612.00 | | $2,612.00 | 100.00% | $0.00 | $0.00 |
| 22 | Provide Award Recommendation Analysis for City Council | SierraCon/Core | | | $ 5,225.00 | $5,225.00 | $5,225.00 | | $5,225.00 | 100.00% | $0.00 | $0.00 |
| 23 | RFP Process of 3rd Party Inspection Consultant | SierraCon/Core | | | $ 15,347.00 | $15,347.00 | $15,347.00 | | $15,347.00 | 100.00% | $0.00 | $0.00 |
| 24 | RFP of FF&E Package | SierraCon/Core | | | $ 38,115.00 | $38,115.00 | $14,232.00 | | $14,232.00 | 37.34% | $23,883.00 | $0.00 |
| | **Change Orders** | | | | | | | | | | | |
| | PCCO#01 - Site Clean Up | SierraCon/Core | | | $900.00 | $900.00 | $900.00 | | $900.00 | 100.00% | $0.00 | $0.00 |
| | | | | | | | | | | | | |
| | **Phase 3 - Contract - Amendment 3** | | | | | | | | | | | |
| | **Scope III - Construction** | | | | | | | | | | | |
| | Construction Management | SierraCon/Core | | | $1,168,000.00 | $1,168,000.00 | $941,170.80 | | $941,170.80 | 80.58% | $226,829.20 | $0.00 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | **GRAND TOTAL** | | **$791,243.00** | **$0.00** | **$1,822,202.00** | **$2,613,445.00** | **$2,362,732.80** | **$0.00** | **$2,362,732.80** | **90.41%** | **$250,712.20** | **$0.00** |

$0.00

| | | |
|---|---|---|
| | average for 20 mo duration | $58,400.00 |
| Original Estimate | $ 1,168,119.00 | |

**CHANGE ORDER ANALYSIS THRU DEC 2025**

| | |
|---|---|
| **Months left July thru Dec** | 6 |
| **Average/mo** | $ 70,000 |
| **Amount needed to finish** | $ 420,000 |
| **Post Const Services (thru May 2026)** | $ 74,526 |
| **Current balance to finish in contract** | $ (250,712) |
| **Change Order Amount** | **$ 243,814** |

**CHANGE ORDER ANALYSIS THRU FEB 2026**

| | |
|---|---|
| **Additional Months if delayed** | 2 |
| **Average/mo** | $ 70,000 |
| **Amount needed for extension** | **$ 140,000** |

| | | |
|---|---|---|
| **Total Change Order** | **$** | **383,814** |
| Actual Cost per CMPM Fee | $ | 582,236 |
| Discount | $ | 198,422 |

**Check 7/24/25**

| | | |
|---|---|---|
| Precon Payments thru Sept 2023 | $ | 1,193,030.80 |
| Pay App #4 Nov 2023 | $ | 53,473.86 |
| Pay App #5 Dec 2023 | $ | 46,024.90 |
| Pay App #6 Jan 2024 | $ | 47,524.00 |
| Pay App #7 Feb 2024 | $ | 46,932.00 |
| Pay App #8 March 2024 | $ | 46,477.76 |
| Pay App #9 April 2024 | $ | 57,890.00 |
| Pay App #10 May 2024 | $ | 59,600.00 |
| Pay App #11 June | $ | 64,119.00 |
| Pay App #12 July | $ | 65,780.00 |
| Pay App #13 August | $ | 64,866.08 |
| Pay App #14 Sept | $ | 65,651.75 |
| Pay App #15 Oct | $ | 58,468.00 |
| Pay App #16 Nov | $ | 64,521.00 |
| Pay App #17 Dec | $ | 65,780.00 |
| Pay App #18 Jan | $ | 61,240.00 |
| Pay App #19 Feb | $ | 61,083.40 |
| Pay App #20 March | $ | 68,651.25 |
| Pay App #21 April | $ | 69,099.00 |
| Pay App #22 May | $ | 45,110.00 |
| Pay App #23 June | $ | 57,410.00 |
| Pay App #24 July | | |
| Pay App #25 Aug | | |
| Pay App #26 Sept | | |
| Pay App #27 Oct | | |
| Pay App #28 Nov | | |
| Pay App #29 Dec | | |
| **TOTAL** | | **$2,362,733** |

**CSLT Rec Center – SierraCon Scope of Work**

**Current Work:**

- Monitor communication and performance of GC to identify risks of additional delays, change orders, cost overruns or potential claims and advise City accordingly.
- Review and respond to all Change Orders
- Review T&M tickets for verification
- Review and respond to new submittals, and review old submittals for completeness
- Review deferred submittal process
- Review LEED requirements process & monitor progress
- Review of RFI's
- Review Test Reports, notify City of any issues
- Issues Tracking
- Review work for T&M scope
- Provide Quantity Take-Offs for all T&M Tickets, CEs, PCOs, and PCCOs of concern to control costs.
- Manage Commissioning Agent (UNVC)
- Review Specs and Drawings as necessary for GC management
- Keep Architect on task (JKAE)
- Review of GC payment applications
- Attend weekly meetings (pre-OAC, OAC, RFI, PCO, any additional meetings as req'd)
- Provide monthly project progress reports
- Review and comment on GC's schedule updates
- Create and manage the schedule Impact Log
- Write CCDs for City signature
- Assist with FF&E RFP and Buyout
- Create List/Specifications of (FF&E) Pool Parts for Bidders
- Review on site BMPs
- QA/QC equipment installations and finishes
- Inspect onsite Heavy Machinery per Safety Protocols and tab unsafe equipment
- Review Pay Apps for % complete accuracy in reference to site progress, incl. stored materials
- Provide Quantity Take-Offs for all T&M Tickets, CEs, PCOs, and PCCOs of concern to control costs
- Continually monitor the schedule to control creep and identify delays

- Work with the GC on corrective actions and schedule maneuvering to remain on track
- QA/QC equipment installations and finishes to ensure compliance to Specs, Plans and Local AHJs

**Future Work:**

- Review closeout documentation (as-builts, O&M manuals, Owner training videos, extra stock)
- Lead and monitor punch list process and completion
- Manage Commissioning Agent (UNVC) and coordinate with Contractor team for commissioning, start up and compliance of building systems
- Assist City with FF&E and move in process

**Roebbelen Assistance:**

- Review list of outstanding submittals for completion or confirmation it's been submitted and processed
- Review list of outstanding deferred submittals for completion
- Review submittals in detail to ensure all review comments are addressed, including spec section bullet points. SierraCon discovered that some submittals were approved by GC without having all review comments addressed
- Provide input/guidance on specification submittal requirements – incl. Action Plans, Waste Tickets, LEED, etc.
- In depth schedule review for shown delay and coordination on how GC plans to achieve critical schedule milestones (grading season deadlines, substantial completion, final completion, etc.)
- Review CEs and PCOs cost via take-offs to verify subcontractor material, equipment and labor charges
- Reviewing Inspection Reports, and ensuring Corrective Actions are taken

# EXHIBIT A – City of South Lake Tahoe Recreation and Aquatic Center – PHASE 2

| ANTICIPATED TASK | STAFF CLASSIFICATION | HOURLY RATE | TOTAL TASK HOURS | MONTHLY SCHEDULE / HOURS | | | | | | | | | | | | MONTHLY SCHEDULE / HOURS | | | | | | | | | | | | MONTHLY SCHEDULE / HOURS | | | | | | | | | | | | MONTHLY SCHEDULE / HOURS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 2023 | | | | | | | | | | | | 2024 | | | | | | | | | | | | 2025 | | | | | | | | | | | | 2026 | |
| | | | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb |
| | | | | PRE CON | | | | | | | | | | Procurement | | | | | | Construction | | | | | | | | | | | | | | | | | | | | | |
| **BASE SCOPE OF WORK (MANAGEMENT)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Construction Management - On-Site Management**<br>(Construction Oversight Through Closeout)<br>(November 1, 2022 - December 31, 2024) | Project Director - Joe | $345 | 235 | | | | | | | | | | | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| | Construction Manager - Doris | $225 | 1,445 | | | | | | | | | | | 84 | 84 | 84 | 84 | 84 | 84 | 84 | 84 | 50.4 | 50.4 | 50.4 | 50.4 | 50 | 50 | 34 | 34 | 34 | 34 | 34 | 34 | 33.6 | 33.6 | 33.6 | 33.6 | 34 | 34 | 34 | 34 |
| | Asst. Construction Manager - Geordan | $200 | 3,864 | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 |
| | Asst. Construction Manager - Alana | $191 | 1,344 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 |
| | Field Engineer / Super | $175 | 0 | Deleted 1,596 hrs as requested by Anush | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Schedule Manager / Procurement | $170 | 0 | deleted 638 hrs. schedule by GC and/or by PM and APM as requested | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Director of Field Operations | $265 | 0 | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Project Accountant | $140 | 226 | | | | | | | | | | | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TASK COST | $1,467,929 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE SoW (MANAGEMENT) - SUBTOTAL** | | **$1,467,929** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE SCOPE OF WORK (CONSUMABLES)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Document Control, Printing & Reproduction Costs | | $0 | | removed as requested by Anush | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vehicles Expenses - 1 vehicle | | **$48,000** | | removed one vehicle as requested by Anush | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Software: ProCore / Bluebeam / Video Conferencing | | **$5,100** | | changed from $100M to $1M per our contract as requested by Anush | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Jobsite Trailer Office | By GC | $0 | | removed $86,700 as requested by Anush | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Jobsite Toilets & Wash Facilities (for CM Team) | By GC | $0 | | removed $16,200 as requested by Anush | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Photography and Construction Records | | $0 | | deleted as requested by Anush | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE SoW (CONSUMABLES) - SUBTOTAL** | | **$53,100** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE SCOPE OF WORK - SUB TOTAL** | | **$1,521,029** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **SCOPE ALLOWANCES** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Overtime if Requested / Required<br>(Allowance -10%) | Construction Manager | $337 | 0 | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| | Asst. Construction Manager | $301 | 0 | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| | Field Engineer / MEP / QC | $286 | 0 | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| | Field Engineer / Super | $262 | 0 | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| | Vehicles | $12 | 0 | removed 1,176 hrs, doesn't make sense to have OT on vehicles as requested by Anush | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TASK COST | $0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Provide Monthly Drone, Web Cam & Structionsite Progress Documentation | Operating Tech & Software | $0 | LS | deleted $126,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | WebCam & Software | $0 | LS | deleted $22,500 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TASK COST | $0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Participate in BIM Coordination & Review | BIM Coordinator | $223 | 0 | No BIM on project removed 214hrs | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | TASK COST | $0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Post Construction Services - coordination of FF&E install, closeout documentation & warranty transition - based on 3 months post substantial completion | Asst. Construction Manager | $200 | 252 | half time removed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Field Engineer / MEP / QC | $191 | 126 | quarter time removed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TASK COST | $74,526 | | Ricky to check with team if this will be neeed from SierraCon, maybe services are billed as T&M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3rd Party Consultants to be contracted through SierraCon / CORE - UNVC Systems and Envelope Commissioning - proposal dated 3/22/22 | LEED Commissioning | **$70,200** | LS | by SierraCon/UNVC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Systems Commissioning | **$84,600** | LS | by SierraCon/UNVC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Precon CX Review | $0 | LS | by City | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Additional CX Services | $0 | LS | by City | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TASK COST | $154,800 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **SCOPE ALLOWANCES - SUB TOTAL** | | **$229,326** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE SOW + ALLOWANCES - TOTAL** | | **$1,750,355** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|---|---|
| **Current Contract Amount:** | **$1,168,119** |
| **Additional Cost thru February 2026:** | **$582,236** |

# C-257-2025 SierraCon Amendment 4

Final Audit Report 2025-10-31

| | |
|---|---|
| Created: | 2025-10-23 |
| By: | Michelle Davis (medavis@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAADJ6mihNo5IATF-3yutD3ddKCWGreyN_W |

## "C-257-2025 SierraCon Amendment 4" History

Document created by Michelle Davis (medavis@cityofslt.gov)
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2025-10-23 - 9:54:24 PM GMT

Email viewed by cbass@cityofslt.us
2025-10-29 - 7:51:53 PM GMT

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2025-10-29 - 7:52:05 PM GMT

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2025-10-29 - 7:52:07 PM GMT - Time Source: server

Document emailed to jstewart@sierracon.biz for signature

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Email viewed by jstewart@sierracon.biz

2025-10-29 - 7:58:28 PM GMT

Signer jstewart@sierracon.biz entered name at signing as Joe Stewart

2025-10-31 - 10:45:26 PM GMT

Document e-signed by Joe Stewart (jstewart@sierracon.biz)

Signature Date: 2025-10-31 - 10:45:28 PM GMT - Time Source: server

Agreement completed.

2025-10-31 - 10:45:28 PM GMT

# AMENDMENT 5 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement ( C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation (" CITY") and **SierraCon/CORE** CONSULT ANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021 this Amendment to the Agreement adds the work described within **Exhibit A** attached hereto and incorporated herein by reference. The Professional Services Agreement is hereby amended to include the additional fees and compensation included with **Exhibit A** of this Amendment 5.

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 April 30, 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by April 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. 5 by the sum of $150,405 as described within Exhibit A attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of $791,243 plus the additional fee (Amendment # 1 Phase 1 Construction Management Services) of 330,230, plus the additional fees (Amendment #2) of $323,072, , plus the additional fees (Amendment #3) of $1,168,000, plus the additional fees (Amendment #4) of $140,627.80, plus the additional fees (Amendment #5) of $150,405 for an amended total fee of $ 2,903,577.80, 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

**CONSULTANT**

By: _____
Joe Stewart
President- SierraCon/ CORE
Business License # 009926

**APPROVED AS TO FORM:**

_____
Heather Stroud, City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

CITY SEAL:

## EXHIBIT A – City of South Lake Tahoe Recreation and Aquatic Center – PHASE 2

| ANTICIPATED TASK | STAFF CLASSIFICATION | HOURLY RATE | TOTAL TASK HOURS | MONTHLY SCHEDULE / HOURS | | | | | | | | | | | | MONTHLY SCHEDULE / HOURS | | | | | | | | | | | | MONTHLY SCHEDULE / HOURS | | | | | | | | | | | | MONTHLY SCHEDULE / HOURS | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 2023 | | | | | | | | | | | | 2024 | | | | | | | | | | | | 2025 | | | | | | | | | | | | 2026 | | |
| | | | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar |
| | | | | PRE CON | | | | | | | | | | | | Procurement | | | | | | | | | | | | Construction | | | | | | | | | | | | | | |
| **BASE SCOPE OF WORK (MANAGEMENT)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Construction Management - On-Site Management**<br><br>(Construction Oversight Through Closeout)<br>(November 1, 2022 - December 31, 2024) | Project Director - Joe | $345 | 244 | | | | | | | | | | | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| | Construction Manager - Doris | $225 | 1,378 | | | | | | | | | | | 84 | 84 | 84 | 84 | 84 | 84 | 84 | 84 | 50.4 | 50.4 | 50.4 | 50.4 | 50.4 | 50.4 | 33.6 | 33.6 | 33.6 | 33.6 | 33.6 | 33.6 | 33.6 | 33.6 | 33.6 | 33.6 | 33.6 | 33.6 | 0 | 0 | 0 |
| | Asst. Construction Manager - Geordan | $200 | 4,032 | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 | 168 |
| | Asst. Construction Manager - Alana | $191 | 1,260 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 168 | 168 | 168 | 168 | 168 | 168 | 84 | 84 | 84 |
| | Field Engineer / Super | $175 | 0 | Deleted 1,596 hrs as requested by Anush | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Schedule Manager / Procurement | $170 | 0 | deleted 638 hrs, schedule by GC and/or by PM and APM as requested | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Director of Field Operations | $265 | 0 | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Project Accountant | $140 | 210 | | | | | | | | | | | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TASK COST | $1,471,113 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE SoW (MANAGEMENT) - SUBTOTAL** | | **$1,471,113** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| BASE SCOPE OF WORK (CONSUMABLES) | | | |
|---|---|---|---|
| Document Control, Printing & Reproduction Costs | | $0 | removed as requested by Anush |
| Vehicles Expenses - 1 vehicle | | **$48,000** | removed one vehicle as requested by Anush |
| Software: ProCore / Bluebeam / Video Conferencing | | **$5,100** | changed from $100M to $1M per our contract as requested by Anush |
| Jobsite Trailer Office | By GC | $0 | removed $86,700 as requested by Anush |
| Jobsite Toilets & Wash Facilities (for CM Team) | By GC | $0 | removed $16,200 as requested by Anush |
| Photography and Construction Records | | $0 | deleted as requested by Anush |
| | | | |
| **BASE SoW (CONSUMABLES) - SUBTOTAL** | | **$53,100** | |
| **BASE SCOPE OF WORK - SUB TOTAL** | | **$1,524,213** | |

| SCOPE ALLOWANCES | | | | | | | | | | | | | | | | | | |

# AMENDMENT 9 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement C-084-2020 entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architectural Engineering (JKAE)** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A** attached hereto and incorporated herein by reference. The Professional Services Agreement is hereby amended to include the additional fees and compensation included with **Exhibit A** of this Amendment 9.

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. 9** by the sum of **$99,902** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$5,110,303** plus the additional fee of **$99,902** for an amended total fee of **$5,210,205** 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

**CONSULTANT**

By: _____
Chris Vicencio
Partner JKAE
Business License # 008282

**APPROVED AS TO FORM:**

_____
Heather Stroud, City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

CITY SEAL:

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# CITY OF SOUTH LAKE TAHOE
# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 28th day of July 2020 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **JK Architectural Engineering** ("Consultant").

## RECITALS

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

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

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

## AGREEMENT

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

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research. *See Exhibit A for Consultant's basis of understanding and scope of work.*

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

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for three (3) years.

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3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit A** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$2,535,080** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant

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for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

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costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

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at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

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without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

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

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

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Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

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

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

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit B**. Further, Consultant shall require that the language of the certification in **Exhibit B** be included in all contracts or

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subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By countersigned

Mayor, Jason Collin

CONSULTANT:

By _____

Jordan Knighton, Partner

Business License # 008282

APPROVED AS TO FORM:

By _____
Heather Stroud
City Attorney

ATTEST:

By _____
City Clerk Susan Blankenship

Attachments:
Exhibit A – Scope of Services
Exhibit B - Anti-Lobbying Certification

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

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

CITY OF SOUTH LAKE TAHOE:

DocuSigned by:
By Jason
3679671408A34A2...

Mayor, Jason Collin

CONSULTANT:

By countersigned

Jordan Knighton, Partner

Business License # _____

APPROVED AS TO FORM:

By countersigned

City Attorney, Heather Stroud

ATTEST:

By countersigned
City Clerk , Susan Blankenship

Attachments:

Exhibit A – Scope of Services
Exhibit B - Anti-Lobbying Certification

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# EXHIBIT A

## SCOPE OF SERVICES – RECREATION CENTER A&E SERVICES

## JK ARCHITECTURAL ENGINEERING

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JK ARCHITECTURE ENGINEERING

## INTRODUCTION

July 21, 2020

Jim Marino
Capital Improvements Project Manager
Department of Public Works
1052 Tata Lane
South Lake Tahoe, CA 96150
jmarino@cityofslt.us

Jim,

We are delighted to provide you with our professional services proposal for the design and engineering of the City of South Lake Tahoe Recreation/Aquatic Complex. The JKAE/BRS team is excited to have the opportunity to collaborate with the City and community on a journey to **IMAGINE**, **DESIGN**, and **CREATE** an exceptional new facility that is inspiring as well as uplifting and that meets and exceeds the expectations of City of South Lake Tahoe community.

We have put together a comprehensive proposal that outlines the proposed *Project Approach*, *Scope of Work*, comprehensive *Fee*, and detailed *Schedule* for the project. We understand that every project is a journey of sorts and that the City of South Lake Tahoe began this visioning process several years ago. As such we will continue to jump in to understand and incorporate the past history of the site and project. In addition, we will be working collaboratively with your master-planning team to dovetail our site and building design process with that of the master-planning effort for the larger 56 acre park master plan that will move ahead concurrently with our process..

We believe we have put together an efficient and cost-effective design approach that will allow for extensive and productive community engagement, while confirming that the end result is a facility that helps to define the future vision of the City and the community. Our team is prepared to move forward with a process that we believe will be fulfilling and highly collaborative. We understand that the City will benefit by having a trusted advisor who brings decades of experience in community process, public sector design, and recreation center design. We place a high value on the trust the City is placing in our team, and we take that to heart. We will endeavor to continue to build upon that trust over the coming months and years to help deliver a phenomenal new facility, with all the incredible experiences that it will offer for the community and visitors of the City of South Lake Tahoe.

Please review the materials we have provided and let us know your questions and comments. There is a lot to absorb and we would therefore like to walk through this proposal with you in detail to answer your questions.

Sincerely,

Jordan Knighton, AIA
Partner JK Architecture Engineering
C-15848

Katie Barnes, AIA
Managing Partner, Barker Rinker Seacat Architecture

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JK ARCHITECTURE ENGINEERING

## PROJECT APPROACH

For your review and input, we have prepared a Preliminary Work Plan based upon our expertise in delivering master planning and design of civic recreational and aquatic facilities. Each project we design evolves and is adjusted through the collaboration of our team and clients to assure that our process and deliverables meet your Form, Function, Time (Schedule), Economy (Budget), and Sustainable goals and constraints. We have developed the following project approach to define the various phases of the City of South Lake Tahoe Recreation Center project that will be required through the duration of the project.

To achieve these goals the following is a summary of our collaborative planning, design, and construction support process:

TASK 1: IMAGINE | **Program Verification & Conceptual Design**
- Project Program
- Support Master Planning effort by others
- Site Analysis & Determination
- Conceptual Design

TASK 2: DESIGN | **Schematic Design – Agency Review**
- Schematic Design
- Design Development
- Construction Documents
- Agency Review

TASK 3: CREATE | **Bid & Construction Services**
- Bid Support
- Construction Administration Services
- Project Closeout Support

## SCOPE OF WORK UNDERSTANDING / PROJECT OVERVIEW

JKAE Architecture Engineering and Barker Rinker Seacat Architecture (JKAE/ BRS) have prepared the following scope of services and fee proposal to assist the City of South Lake Tahoe with the program for your new Recreation and Aquatics Center. We will collaborate with your master-planning team to develop a program and site/building concept for the new facility.

- **Construction Budget**: $24M
  - Note the current soft-cost allocation is $6M for a total Project Budget of $30M. (to be confirmed during program development).
- **Project Requirements:** New Recreation and Aquatics Center potentially including the following (to be confirmed to align with allowable budget):
  - Leisure and Competition Aquatics Space
  - Workout/Fitness Space
  - Two to Four-Court Gymnasium
  - Elevated Gymnasium Running Track
  - Meeting and Classroom Space
  - Multi-Purpose Space
  - Senior Activities Space
  - Commercial Kitchen and Food Preparation Areas
  - Office/Administration Space
  - Mechanical Areas
  - Civil/Site Design Including
    - Topographic Survey
    - Geotechnical & Hydrological Reports
    - Land Coverage Calculations
    - Parking Improvements
    - Ingress/Egress Roads

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- Stormwater Improvements
- Site Lighting, as determined by Electrical Engineer
- ADA Accessibility
- Pedestrian Walkways & Signage
- Landscaping and Hardscape, as determined by Landscape Architect

- Consultants/Engineering (Base Services):
  - Civil Engineer (JKAE)
  - Landscape Design (Design Workshop)
  - Structural (Buehler Engineering)
  - Aquatic Design (Aquatic Design Group)
  - Mechanical/Plumbing/Fire Sprinkler (Capital Engineering)
  - Electrical/Lighting/Low Voltage/Fire Alarm (The Engineering Enterprise)
  - Kitchen Design (AMD Kitchen Design)
  - Acoustic (Bollard Acoustical)
  - Cost Estimating (Cumming Corp)
- Sustainable Design (Supplemental Services)
  - LEED Consulting Services (Ambient-e)
  - LEED Gold minimum preferred
- Other Services (Supplemental Services)
  - Geotechnical Engineering/Study (NV5)
  - Topographic Survey (Psomas, formerly Andregg)
  - Traffic Study (LSC)
  - TRPA Support (JKAE)
  - CEQA Support (Ascent Environmental, Inc.)

- **Project Goals:**
  - The Recreation Center Project is a community-driven project in which the City of South Lake Tahoe desires to create a significant recreation and aquatics facility that strives to be; sustainable, architecturally relevant to the surroundings, easily accessible, multi-functional, and environmentally responsible.

## TASK 1: IMAGINE Phase

### 1.1 PROJECT PROGRAM VERIFICATION, PRE-DESIGN, AND COLLABORATION WITH MASTER-PLANNING TEAM

JKAE/BRS will work collaboratively with the City of South Lake Tahoe to refine and finalize the project program.

**A. General Approach:**

1. Facilitate a City Project Team (CPT) Kickoff Meeting with participants as identified by the City to define roles and responsibilities and confirm the planning process approach and project schedule. Develop and issue meeting notes for one (1) kickoff meeting, two (2) anticipated Stakeholder Interviews.
2. Existing facilities on the site are not anticipated to be a part of the project. Should existing facilities become included in the project, City to compile and make available to the design team as-built information of the existing facilities, provided by Owner, including original construction drawings and upgrades that have occurred over time.
3. Review pertinent codes and zoning to understand code and land-use constraints of the project.
4. Review background information such as previous topographic maps, and geotechnical studies as well as comprehensive review of previous concepts, reports, site history, master plans, and community plans. Prior programming, planning and design studies for the site shall be provided by the City.
5. Visit the site to visually assess the existing site conditions such as access and circulation, views, sun exposure, relationship of structures, adjacent properties, etc.
6. Regular communication and coordination with City and the Master Planning Consultant, Design Workshop throughout the planning process.

**B. Program Goals:**

Kick-Off Meeting with SLT Recreation Manager to develop initial program building upon prior community goals and establish the basis of new community outreach and validation.

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C. **Community Outreach / Public Meeting Process:**

The JKAE/BRS team will collaborate with the City Project Team (CPT) and Design Workshop at the outset of the project to "right size" the quantity, scheduling and format of public meetings to align with the City's goals for this process. JKAE/BRS will facilitate public meetings with the goal of gathering community input and context, as well as actively informing the community regarding the project's schedule, program and design. Public meetings can be held in-person and/or virtually.

- We recommend a project Vision and Conditions of Satisfaction be shared at the beginning of each public meeting.
- Programming exercises in the first public meeting allow the community to participate in prioritizing what can be accomplished with the funds available. Our program prioritization exercise, called "Dot-Ocracy", includes a voting process as well as a solicitation of comments.
- Concept renderings and informational materials will be provided at community meetings and on the project website.

D. **Facility Operations Analysis**

The JKAE/BRS team will provide services related to program element and capital and operation cost analyses based on city cost recovery philosophy, budgets for expense and revenue projections, staffing, operating hours and scheduling, attendance estimates, fee structures and maintenance plans.

E. **Meetings and Workshops:** (all meetings to be coordinated with Park Master Plan Team, as appropriate)

The project design schedule is organized around key Client Workshops. Workshop attendees will include the City Project Team (CPT) and the JKAE/BRS team as well as Design Workshop and any other appropriate consultants at specific engagement points. BRS' Owner Decision Matrix identifies all Workshop agenda items including each client team decision.

- City Project Team (CPT) Kick-Off Meeting
- City Project Team (CPT) Workshops: Five (5) anticipated (to be confirmed)
- TRPA Pre-Development Meeting: One (1) - Refer to Section 3.1.A Agency Permit Review - TRPA for additional information
- Initial coordination with TRPA for land capability verification, existing coverage verification, and identification of potential site constraints for consideration during the site selection process
- SLT Planning Department Pre-Development Meeting: One (1)
- Stakeholder Interviews: One (1)
- Stakeholder Review Meeting: One (1)
- CIty Project Team (CPT) Check-In Calls (between Workshops) - Six (6) proposed, as needed
- Public Meetings: Three (3) anticipated
- Parks Board / SLT Planning Commission Presentation: One Joint (1)
- City Council Presentation: One (1)

F. **Deliverables:**

- Non-statistically valid online public survey results and analysis
- Project specific website
- Public feedback results and analysis
- Preliminary code analysis
- Preliminary site analysis
- Project program summary
- Establish master-plan level design options
- Meeting minutes
- Preliminary-design level basis of design report

G. **Cost Estimate:** Preliminary-design level cost estimate

H. **Programming Phase Note:** The Programming Phase includes the engagement of the park master plan team in a collaborative community process achieving relevant efficiency. In the event the park master plan process does not proceed, a contract adjustment will be negotiated to accommodate said change to the process.

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TASK 2: DESIGN Phases

## 2.1 SCHEMATIC DESIGN

A. **General Approach:**

- Establish an overall design direction and prepare and submit Schematic Design Documents illustrating the scale and relationship of project components. We will submit a program and estimate for the cost of the work along with Schematic Design Documents and Schedule to the City for review and approval. The City will provide written approval of the scope that they agree to move forward with into the Design Development Phase that meets the approved construction budget. Scope areas that are outside of the allowed budget will be carried as add alternates through Schematic Design but will not be developed further than the Schematic Design level. The information will be available for future design and documentation as an additional service when project funding is available.

B. **Meetings and Workshops:**

- City Project Team (CPT) Workshops: Three (3)
- CPT Check-In Calls (between Workshops): Four (4) proposed, as needed
- Permitting Agencies: South Lake Tahoe Planning Review. Two (2) meetings.
- Public Meetings: One (1)

C. **Deliverables:** Schematic Design Package including preliminary code review, site plan, floor plans, schematic pool plans and sections, building sections, exterior elevations, exterior three-dimensional renderings, color palette, interior design narrative and initial LEED score card. Schematic Design plans will include preliminary site layout & utilities, grading, landscaping and coverage calculations, per TRPA requirements.

D. **Cost Estimate:** Schematic-Design level cost estimate.

## 2.2 DESIGN DEVELOPMENT

A. **General Approach:**

- *Develop the approved Schematic Design Documents for the preferred project site to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, aquatic, landscape and civil site development. Develop design-development level specifications (CSI format). Consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics.*

B. **Meetings:**

- CPT Workshops: Three (3)
- CPT Check-In Calls (between Workshops): Five (5) proposed, as needed
- Permitting Agencies: TRPA
- Public Meetings: None
- Rec Board / SLT Planning Commission Meeting: One (1)

C. **Deliverables:** Design-Development Package including architectural and all engineering disciplines to include code analysis updates, site plan, floor plans, roof plans, reflected ceiling plans, enlarged plans building sections, wall sections, partition types interior and exterior elevations, interior design materials selections and finishes, preliminary details, furnishing and fixture schedules, color palette, interior design narrative and LEED score card. Civil Design Development plans will include preliminary site layout & utilities, grading & drainage, temporary and permanent BMPs, coverage calculations, construction notes and details. A preliminary Drainage Report will also be prepared. The Design Development package will be used for CEQA and TRPA submittals. Requested design revisions after work under this task begins will be considered Additional Services and billed on a Time and Materials basis.

D. **Cost Estimate:** Design-Development level cost estimate at 100% DD.

- Include soft-cost estimate for furnishings, fixtures, gym equipment, and other misc. equipment

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### 2.3 CONSTRUCTION DOCUMENTS

A. **General Approach:**

- Finalize the approved Design Development Documents, including architectural and all engineering disciplines, to a level satisfactory for permitting and bidding. Develop Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. Incorporate design requirements of governmental authorities having jurisdiction. Assist the City in the development and preparation of bidding and procurement information, the form of agreement between Owner and Contractor, and the Conditions of the Contract for Construction. Compile a project manual that includes the Conditions of the Contract for Construction and Specifications as well as bidding requirements and sample forms incorporating front-end documents provided by the City's legal counsel. An early site package is anticipated in order to start the permit review process early. An early or multiple building package(s) are not included in this scope of work.

B. **Meetings:**

- CPT Workshops: Two (2)
- CPT Check-In Calls (between Workshops): Seven (7) proposed, as needed
- Permitting Agencies: South Lake Tahoe Building Department, El Dorado County Health Department, El Dorado County Fire and Relevant Utility Agencies
- Public Meetings: None

C. **Deliverables:** Construction-Document Package including architectural and all engineering disciplines to include code analysis updates, site plan, floor plans, roof plans, reflected ceiling plans, enlarged plans building sections, wall sections, partition types interior and exterior elevations, interior design materials selections and finishes, details, furnishing and fixture schedules, color palette, interior design narrative and LEED score card. Civil Construction Documents will contain the final design for site layout & utilities, grading & drainage, temporary and permanent BMPs, coverage calculations, drainage report, construction specifications, and design calculations suitable for approval by the City of South Lake Tahoe, El Dorado County, Fire and relevant utility agencies. This scope does not include Bid Phase work, Construction Administration work, or Agency Approvals processing. General project Administration is included. Requested design revisions after work under this task begins will be considered Additional Services and billed on a Time and Materials basis.

D. **Cost Estimate:** Construction-Document level cost estimate at 100% CD (permit submittal).

- Include soft-cost estimate for furnishings, fixtures, gym equipment, and other misc. equipment to begin program operation.
- Note: This estimate shall be used as Engineer's Estimate during the bid phase.

## TASK 3: CREATE Phases

### 3.1 AGENCY PERMIT REVIEW

This task will include permit submittal of drawings and specifications to the City Building Department, and City Public Works department, as necessary, Fire, Utility Districts, and County Department of Environmental Health.

The following products will be prepared/delivered for this section:

- Documents as required for building permit submittal including permit review application and kitchen equipment cut sheets as required by County Department of Environmental Health.
- Note: All permit submittal/review fees to be paid by the City.
- This scope includes coordination response to review comments, coordination with Client and design team, and General Project Administration. The estimated budget for this phase assumes up to two rounds of review and comments from the applicable agencies.

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Assumptions & Exclusions:

- At this time, it is assumed no work will be proposed within the Caltrans ROW and, therefore, this proposal does not include coordination or permitting efforts through Caltrans.
- TRPA Soils/Hydro application and approval, if required, to be obtained by the Geotechnical Engineer.

### 3.1.A AGENCY PERMIT REVIEW - TRPA:

This task will include review coordination and processing of required TRPA permits and approvals as listed below:

- Review of available existing background information for the project site during Program Verification/Pre-Design Phase (as described in Section 1.1 above);
- Initial coordination with TRPA during Program Verification/Pre-Design Phase (as described in Section 1.1 above) for land capability verification and existing coverage verification, and identification of potential site constraints to assist the site selection process;
- Pre-Development application and coordination meeting (to be completed during the Program Verification/Pre-Design Phase, as described in Section 1.1 above);
- After completion of the Civil Design Development and Architectural Schematic Design phases, JKAE will prepare a complete application package, including but not limited to the Initial Environmental Checklist, and Findings for submittal to TRPA.
- Response to review comments and permit coordination;
- Review of final Conditions of Approval.

Assumptions & Exclusions:

- It is expected that the TRPA Permit Processing will be done concurrently with the CEQA review process described under Section 3.2 Environmental Services.
- TRPA Soils/Hydro application and approval, if required, to be obtained by the Geotechnical Engineer.

### 3.1.B AGENCY PERMIT REVIEW - LAHONTAN Regional Water Quality Control Board:

Under this scope of work JKAE/BRS will prepare the SWPPP report and package, as required by the California Regional Water Quality Control Board (Lahontan) Construction General Permit. This scope also includes uploading the Lahontan required documentation to the Storm Water Multiple Application and Report Tracking System (SMARTS) website for Lahontan approval, necessary revisions to the SWPPP package, coordination with Lahontan and Client. We anticipate only minor revisions to the SWPPP package during the review process.

Assumptions & Exclusions:

- SWPPP Report will be prepared after completion of the Construction Documents (see Section 2.3 above);
- As required by the Water Board, Client will set-up the project in SMARTS and add JKAE/BRS as a Data Entry Person. Once that process is complete, JKAE/BRS will upload the required information for permit approval.
- JKAE/BRS will provide assistance to Client to set-up the project in SMARTS, as necessary.

## 3.2 ENVIRONMENTAL SERVICES

This task will be prepared by CEQA consultant (Ascent Environmental) using the documentation prepared under Section 2.2 Design Development to support development of the project description for the environmental document. Scope under this task is as outlined below, however the exact scope of work for environmental services will depend on further refinement of the project scope, thus this scope will need to be refined:

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- Development of project description – Area of Potential Effect (APE): The CEQA consultant will review materials prepared during earlier tasks to delineate and APE and prepare a project description for evaluation in the environmental analysis. The consultant will prepare a draft project description and APE for review by the City. The consultant will address one set of comments from the City and prepare a final APE and project description.
- Initial checklist: The CEQA consultant will prepare an initial study (IS) with responses to all questions listed in Appendix G of the State CEQA Guidelines. The IS will include substantial evidence to support all impact determinations. The consultant will prepare a draft IS for City review, address one set of comments from the City and prepare a print check draft. Following City review of the print check IS, the consultant will make final edits to the IS, if necessary, and produce the environmental document for public review and comment
- Notice of Preparation (NOP): Based on our current understanding of the project, it is assumed that all impacts of the project can be mitigated to a less than significant level, such that an IS and Mitigated Negative Declaration (IS/MND) will be the appropriate level of environmental review. Preparation of an NOP is not required for an IS/MND. However, if an Environmental Impact Report (EIR) is the appropriate level of environmental review, the consultant will prepare and distribute an NOP.
- Notice of Intent (NOI): To begin the public review period for the anticipated IS/MND, the consultant will prepare and circulate a draft and final NOI.
- Public Scoping Meeting(s): As stated above, it is anticipated that an IS/MND would be the appropriate level of environmental review. Preparation of an IS/MND does not require a formal scoping period or scoping meeting. However, if required or desired, the consultant can facilitate a scoping meeting either in person or virtually as pandemic conditions dictate.
- Progress Meetings: The CEQA consultant will attend regular progress meetings with the project team during the environmental review phase of the project.
- Schedule: The CEQA consultant will develop and maintain a mutually agreed upon schedule for preparation of the environmental document.
- Technical Studies and Reports, as required: It is assumed that the IS/MND will tier to the program-level IS/MND that will be prepared for the 56-Acre Park Master Plan. As such, technical studies prepared for program-level IS/MND are expected to be sufficient for several resource areas, including transportation and circulation, and biological resources. The consultant will prepare other technical studies as necessary, which could include a site-specific survey for cultural resources and/or visual simulations of the proposed project.
- Statement of Objectives, and Purpose and Need: The CEQA consultant will work collaboratively with the project team to develop a statement of objectives that describes the purpose and need for the project. These objectives will be incorporated into the project description.
- Alternatives Evaluation: As stated above, it is anticipated that an IS/MND would be the appropriate level of environmental review. Preparation of an IS/MND does not require an evaluation of alternatives. If preparation of an EIR is necessary, or if the City desires and alternative evaluation, the CEQA consultant will prepare an alternatives evaluation.
- Document preparation and Clearinghouse filing: The CEQA consultant will be responsible for preparation and production of the environmental document and filing with the state clearinghouse and county clerk, as necessary.

Assumptions & Exclusions:

- Budgeting for this task requires greater definition of project scope, therefore, the provided budget is for preliminary planning purposes only. Scope and budget will be refined by CEQA consultant in coordination with the City, after further determination of project scope. The scope and budget above are provided for planning purposes.
- Initial budget estimate provided assumes the program-level CEQA document for the 56-Acre Park Master Plan will be available first, and the Rec Center CEQA document will be an Initial Study/Mitigated Negative Declaration that is tiered to the program-level document for the Master Plan.
- After further project scope determination, JKAE will provide supporting documentation and information necessary to assist CEQA consultant in the preparation of the documents listed above.

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- Technical Studies and Reports - it is our understanding that Master Plan level technical studies and reports are being prepared for the entire site and, it is expected that some of these studies and reports would be reused for the site specific CEQA application.

### 3.3 BID SUPPORT

This task is to prepare for and assist Owner with the public bidding of this project:

1. Coordinate specifications booklet with City's legal-counsel provided front-end bid documents.
2. Assist City with solicitation of bids by notifying local contractors, regional trade associations, and regional plan houses.
3. Assist City with conducting of a, mandatory or non-mandatory, pre-bid meeting.
4. Review pre-bid RFIs and Issue pre-bid Addenda as necessary.
5. JKAE will make bid drawings and documents available electronically by PDF format. Hard copies for bid purposes may be ordered by Owner at Owner expense from local print service of Owner's choosing.
6. Attend bid opening and log bid responses.
7. Note: Should City decide to rebid project, JKAE will provide Bid Support on the additional bid on a Time and Materials basis.

The following products will be prepared/delivered for this section:

- Bid RFI responses as required.
- Bid addenda as required
- Attendance at one pre-bid meeting and notes from the meeting.

### 3.4 CONSTRUCTION ADMINISTRATION SUPPORT

This task will be where our team will help administer the contract for construction:

1. Attendance at construction meetings, frequency to be confirmed
2. Review of project schedule, schedule of values, and other contractually-required materials provided by General Contractor.
3. Response to RFIs.
4. Review of submittals and pay applications.
5. Issuance of ASIs and clarifications.
6. BRS Natatorium Pre-Construction Meeting
7. Review of change order requests and assistance with drafting change orders for City's approval
8. Observance of construction for general conformance with the contract documents.
9. JKAE punch list of final construction.
10. JKAE review of contractor-provided as built drawing set (suggest that contract for construction require hot-linked as-built PDF file from General Contractor).
11. JKAE will provide an electronic record set that is overlaid on the general contractor's approved electronic as-built set. The overlay will include attached RFIs, ASIs, CCDs, and Change Orders. The formatting will be in BluBeam formatted as a PDF.
12. JKAE review of manuals and warranties provided by General Contractor.
13. JKAE assistance with Grand Opening event including project flyer and graphics support to City.

Assumptions & Exclusions:

1. QSP (Qualified Stormwater Practitioner) services, as required by Lahontan, have not been included based on the assumption the Contractor will be performing related tasks.

## SCHEDULE

The following is an estimated schedule to complete the tasks described above. (See attached Gantt schedule for more detail)

TASK 1: IMAGINE **5 Months**

**Project Program & Conceptual Design** 5 months

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TASK 2 DESIGN | **15.5 Months**

| | |
|---|---|
| **Schematic Design** | |
| SD Phase | 3 months |
| SD Cost Estimate, Client Review & NTP | 2 weeks |
| **Design Development** | |
| DD Phase | 4 months |
| DD Cost Estimate, Client Review & NTP | 2 weeks |
| **Construction Document Phase** | |
| CD Phase | 4 months |
| CD Cost Estimate, Client Review & NTP | 2 weeks (Simultaneous with Agency Permit Review) |
| **Agency Permit Review** | 3 months |
| Building/Public Works/County Health | 3 months |

TASK 3 CREATE | **19 months**

| | |
|---|---|
| **Bid Support** | 2 months |
| **Construction Administration Services** | 17 months (to be verified by General Contractor) |

## COST PROPOSAL

The following is our fee proposal to accomplish the scope described in the preceding Project Work Plan pages for Tasks 1.1 through 3.2. We look forward to advancing these scope and fee strategies to meet your goals.

| | |
|---|---|
| **Programming and Concept Design** | **$236,130** |
| **Schematic Design**<br>*Please note that a budget of $37,500 is built into the fixed fee for CEQA services during schematic design phase. While we do not expect the need for services to exceed $37,500; there could be an issue or complication in the CEQA process out of our control that requires additional services should the $37,500 budget be exceeded.* | **$477,650** |
| **Design Development**<br>*Please note that a budget of $37,500 is built into the fixed fee for CEQA services during design development phase. While we do not expect the need for services to exceed $37,500; there could be an issue or complication in the CEQA process out of our control that requires additional services should the $37,500 budget be exceeded.* | **$750,900** |
| **Construction Documents** | **$879,600** |
| **Agency Review** | **$134,400** |
| **Bid Support** | **$56,400** |
| ***Total Base Services Fixed Fee (Preliminary Design - Bid Support)*** | ***$2,535,080*** |
| **Construction Administration Support**<br>*Please note that Construction Administration Services are NOT optional. We are guided by the CA Architects Practice Act and required by our insurance providers to provide construction administration support. This applies to Architecture and all Engineering services included in the Base & Supplemental Fees.* | **$634,100** |
| ***Required Future Services Fixed Fee (Construction Administration)*** | ***$634,100*** |

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**CONSULTANT/ENGINEERING FEES (INCLUDED IN COST PROPOSAL ABOVE)**

| | Base Services | Construction Administration |
|---|---|---|
| • Structural Design: | $195,800 | $54,000 |
| • Civil/Site Design: | $169,000 | $15,000 |
| • Landscape Design: | $93,965 | $20,000 |
| • Electrical/Lighting/Low Voltage: | $163,800 | $41,200 |
| • Mechanical/Plumbing/Fire Sprinkler: | $228,294 | $42,294 |
| • Aquatic Design: | $166,500 | $18,500 |
| • Kitchen Design: | $12,000 | $4,000 |
| • Cost Estimating: | $83,220 | NA |
| • Acoustical/Noise Mitigation Design: | $15,000 | NA |
| **Total Consultant Engineer Fees:** | **$1,127,579** | **$194,994** |

*Please note that we have not marked up any of the consultant services.*

**SUPPLEMENTAL SERVICES FEES (INCLUDED COST PROPOSAL ABOVE)**

| | Base Services | Construction Administration |
|---|---|---|
| • LEED Consulting: | $51,000 | $41,900 |
| • TRPA & Lahontan Consulting: | $78,000 | $0 |
| • CEQA Consulting: | $75,000 (budget) | $0 |
| • Topographic Survey (1 Site): | $19,080 | $0 |
| • Geotechnical Engineering (1 Site): | $37,850 | $0 |
| • Traffic Study: | $46,350 | $0 |
| **Total Supplemental Services Fees:** | **$307,280** | **$41,900** |

*Please note that we have not marked up any of the supplemental services.*

**REIMBURSABLE EXPENSES**

In addition to our fees for professional services, we charge for project expenses incurred on your behalf. These typically include such items as document scanning & document reproduction and travel associated with in-person Client Team Workshops and Public Meetings (ideally held on the same day or two). Electronic (PDF) of all progress deliverables and permit set are included in our base services. We have established a reimbursable budget to cover these anticipated expenses. Note that virtual meetings have significantly minimized this reimbursable expense budget to the extent that virtual meetings will certainly play a role in the planning and project coordination process with the City. Backup will be provided for all expenses invoiced against the reimbursable budget. We have proposed a budget number below and will advise the City if we expect we may exceed this budget to request an increase.

**REIMBURSABLE EXPENSES BUDGET**

- Travel, Mileage, & Related Expenses: $19,000
- Printing: $1000

**ADDITIONAL SERVICES**

Additional scope may be requested by the City. Any services that are not defined in this agreement may be compensated on an hourly basis or pre-negotiated fixed-fee basis except for Construction Administration Services. Rates are based on our current employee rate schedule. The Fixed Fees indicated above are based on a City-budgeted construction cost of $24.0M. Should the construction budget be increased by 2% or greater due to unforeseen conditions, City request for additional scope, or other reasons, the professional design and engineering fees shall be adjusted upward based on 9.28% of additional budgeted construction costs over $24.0M for base services and additional option services and 2.47% of additional budgeted construction costs over $24.0M for construction administration services. There shall be no adjustment to fees should the project bid or complete

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construction below the project budget. Additional services would also include Advanced Signage & Wayfinding Design (based on $0.33/sf) as well as Advanced Interior Design (based on $1.54/sf). This proposal is for one (1) bid package for sitework, foundation, and building combined. Additional bid packages, including multiple bid packages for sitework, foundations, or other elements, are not included in this proposal but could be provided for an additional fee.

**ASSUMPTIONS (OTHER SOFT-COST BUDGET ITEMS PAID BY OWNER)**

- Hazardous materials studies/reports provided by Owner.
- Environmental studies/reports & CEQA oversight provided by Owner.
- Other special studies/reports provided by Owner.
- Agency review fees and permit fees paid by Owner.
- USGBC fees including all LEED submittal/review, certification, plaque, and other fees paid by Owner.
- Special inspections provided by Owner.
- Bid advertisement costs paid by Owner.
- Printing costs of bid sets and construction sets reimbursed by Owner. Note that current practice is to issue electronic (PDF) Bid sets. Electronic (PDF) progress and bid sets are included in JKAE and BRS' base services

## 2020 Hourly Rate Schedule

| | |
|---|---|
| Partner | $235.00 |
| Principal | $215.00 |
| Associate Principal | $190.00 |
| Project Manager – Architect | $180.00 |
| Senior Architectural Designer | $180.00 |
| Structural Engineer – SE (JKAE) | $175.00 |
| Senior Architect | $165.00 |
| Senior JKAE Structural Engineer – PE | $160.00 |
| Senior JKAE Civil Engineer – PE | $160.00 |
| Project Engineer (JKAE) | $150.00 |
| Project Architect | $150.00 |
| Senior BIM Designer | $135.00 |
| Assistant Engineer (JKAE) | $130.00 |
| Project Leader \| Job Captain | $125.00 |
| Business Manager | $115.00 |
| CADD/BIM/Designer | $105.00 |
| Marketing | $105.00 |
| Office Manager | $100.00 |
| Studio Assistant | $ 70.00 |
| | |
| Consultant Services | cost plus 10% |
| Reimbursable Expenses | cost plus 15% |
| Mileage | $0.58 per mile |

*Rates subject to change annually*

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**Project Schedule**

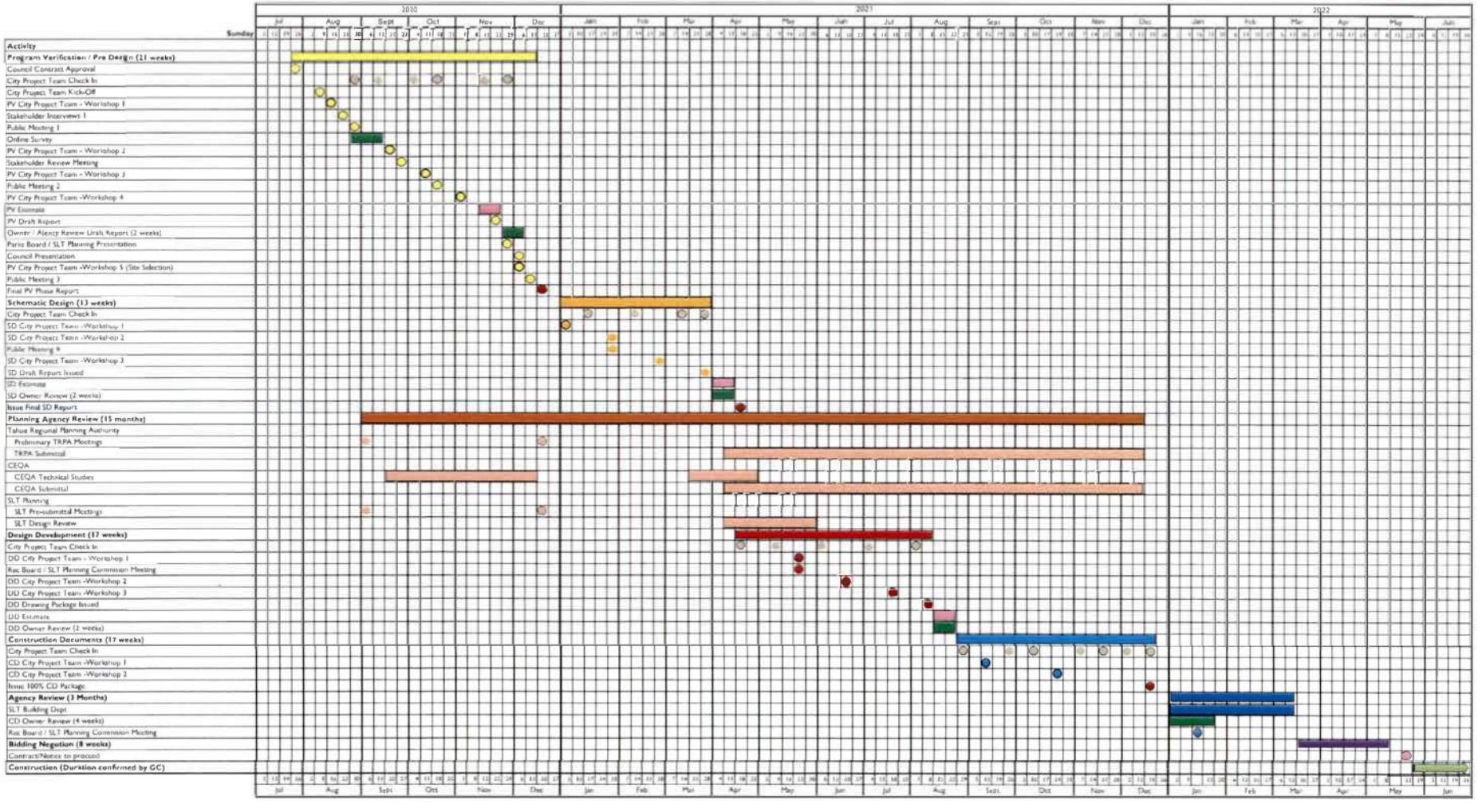
South Lake Tahoe - Recreation / Swim Complex

original date 2020 07 15

Revised

JK ARCHITECTURE

BARKER RINKER SEACAT ARCHITECTURE



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## EXHIBIT B

## ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

4.7.1.1 Consultant:

Name, Title

By: _____ Jordan Knighton, Architect of Record

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Dealey, Renton & Associates<br>P.O. Box 12675<br>Oakland CA 94604<br><br>License#: 0020739 | CONTACT NAME: Maurice Thornton<br>PHONE (A/C, No, Ext): 800-545-3090 FAX (A/C, No): 510-452-2139<br>E-MAIL ADDRESS: dracertificates@dealeyrenton.com |
| INSURED<br>Jordan Knighton Architects, Inc.<br>11661 Blocker Drive, Suite 220<br>Auburn CA 95603<br><br>JORDKNI-01 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Argonaut Insurance Company — 19801<br>INSURER B : HARTFORD INSURANCE COMPANY — 38288<br>INSURER C : Sentinel Insurance Company — 11000<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 1982022541 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| C | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Contractual Liab<br>X XCU Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT X LOC<br>OTHER: | Y | Y | 72SBWBC3209 | 3/12/2020 | 3/12/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| C | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | Y | Y | 72SBWBC3209 | 3/12/2020 | 3/12/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ $2,000,000<br>$<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | 57WECAD0ETR | 3/12/2020 | 3/12/2021 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability | | | 1AE016923600 | 3/12/2020 | 3/12/2021 | Each Claim<br>Annual Aggregate | $2,000,000<br>$4,000,000 |

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

RE: Project: 20-370 Recreation Swim Complex

City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

**CERTIFICATE HOLDER**

City of South Lake Tahoe
Attn: Jim Marino
1901 Airport Road
South Lake Tahoe CA 96150

**CANCELLATION** 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mo Thornton

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# ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

## BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

### Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;
(b) In connection with your premises owned by or rented to you; or
(c) In connection with "your work" and included within the "products completed operations hazard", but only if
  (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**EXCERPT FROM Hartford Form SS 04 38 09 09**
**HIRED AUTO AND NON-OWNED AUTO**

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

**Policy Number:** 57WECAD0ETR **Endorsement Number:**
**Effective Date:** 03/12/2020 Effective hour is the same as stated on the Information Page of the policy.
**Named Insured and Address:** Jordan Knighton Architects, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

| Person or Organization | Job Description |
|---|---|
| Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us | |

Countersigned by _____
Authorized Representative

**Form WC 04 03 06** (1) Printed in U.S.A.

**Policy Expiration Date:** 03/12/2021

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

**Policy Number:** 57WECAD0ETR

**Endorsement:**

**Effective Date:** 03/12/2020

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Jordan Knighton Architects, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



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# CITY OF SOUTH LAKE TAHOE BUSINESS AND PROFESSIONS TAX NEW APPLICATION FORM

*Fiscal Year July 1, 2020 to June 30, 2021*

***If located within the city limits***
***you must submit an approved Zoning/Building Application form***

BUSINESS NAME: Jordan Knighton Architects, Inc. (dba JK Architecture Engineering)

BUSINESS TYPE: (Describe the exact nature of the business to be conducted): Architecture & Engineering Professional Services

BUSINESS PHYSICAL LOCATION, CITY, STATE, ZIP: 165 River Road, Tahoe City, CA 96145
**(List address where individual consents to receive Service of Process per AB2184, Sec16000 1(a)(2) and 16100 1 (a)(2))**

BUSINESS PHONE: 530-888-0998

BUSINESS EMAIL ADDRESS: anda@jkaedesign.com

↓↓ BUSINESS MAILING ADDRESS ↓↓ **(If different from the Service of Process business address)**

NAME: Derek Labrecque

STREET/PO BOX: 11661 Blocker Drive, Suite 220

CITY, STATE, ZIP: Auburn, CA 95603

STATE EMPLOYER ID # C3 659528 FEDERAL EMPLOYER ID# 46-5254204

CALIFORNIA STATE SELLERS PERMIT # (REQUIRED FOR RETAIL SALES)

CALIFORNIA STATE LICENSE # AND CLASS C30650 - Architect (Derek Labrecque)
**(CONTRACTOR, MASSAGE THERAPIST, BARBERING AND COSMETOLOGY, PROFESSIONAL, ETC.)**

## TAX COMPUTATION

| | | |
|---|---|---|
| 1. ESTIMATED GROSS RECEIPTS. $1,000 MINIMUM | 1. | $300 000 |
| 2. TAX RATE IS 2.69 PER $1,000 OF TAXABLE GROSS BASED ON BUSINESS CLASSIFICATION | | |
| 3. TOTAL TAX (LINE 1 DIVIDED BY 1,000 THEN MULTIPLIED BY RATE FROM LINE 2) **$19,928.00 MAXIMUM** | 3. | $807.00 |
| 4. $62.00 ADMINISTRATIVE + $10.00 TECHNOLOGY FEE: | 4. | $ 72.00 |
| 5. SUBTOTAL (ADD LINES 3+4) $20,000 MAXIMUM | 5. | $879.00 |
| 6. STATE MANDATED DISABILTY ACCESS AND EDUCATION FEE | 6. | $ 4.00 |
| 7. TOTAL BUSINESS AND PROFESSIONS TAX (ADD LINES 5+6) $20,004 MAXIMUM | 7. | $883.00 |

### ***SPECIAL FEE SECTION***

**Ski Run Business Improvement District (SRBID) & Ski Run Frontage Fee Assessment**
**(Business addresses 1000 - 1236 Ski Run Blvd & 3668 Lake Tahoe Blvd)**

| | | |
|---|---|---|
| 8. 25% OF TOTAL TAX DUE (LINE 5 MULTIPLIED BY 0.25) | 8. | $ |
| 9. FRONTAGE FEE BASED ON LINEAR FOOT MEASUREMENT FROM ASSESSORS'S PARCEL MAP | 9. | $ |

**Multi-Family Dwelling/Single Room Occupancy Ordinance (MFD/SRO)**

| | | |
|---|---|---|
| 10. MFD $88.00 TIMES NUMBER OF UNITS (6 OR MORE UNITS) | 10. | $ |
| 11. SRO $88.00 TIMES NUMBER OF SRO UNITS | 11. | $ |

**Storm Water Inspection Fee per SLTCC § 7.15**

| | | |
|---|---|---|
| 12. $227.00 FOR COMMERICAL AND $285.00 FOR INDUSTRIAL | 12. | $ |
| 13. **TOTAL DUE (ADD LINES 7 THROUGH 12)** | 13. | $ |

**NOTICE TO ALL BUSINESS & PROFESSIONS TAX APPLICANTS**

- **Please be advised that in accordance with City Code § 6.55.020, no use that is illegal under local, state, or federal law shall be allowed within the City of South Lake Tahoe.**
- **Pursuant to City Code § 3.35.090 (A), the exact nature or kind of business for which a business certificate is requested must be furnished to the City of South Lake Tahoe.**

***"I will not be selling, distributing, or providing any illegal or controlled substance, including, but not limited to, marijuana, as to do so violates STLCC § 6.55.020."***

**SIGNATURE** _____ **TITLE** CEO/President **DATE** July 28, 2020

I DECLARE UNDER PENALTY OF PERJURY THE INFORMATION CONTAINED ON THIS APPLICATION IS TRUE AND CORRECT

*****SEE REVERSE SIDE FOR TAX COMPUTATION INSTRUCTIONS*****

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# BUSINESS AND PROFESSIONS TAX COMPUTATION INSTRUCTIONS

**FINANCE DEPT/REVENUE DIVISION 1901 Lisa Maloff Way SUITE 210, SOUTH LAKE TAHOE CA 96150**

**PHONE 530-542-6012 / FAX 530-542-6041 REVENUE@CITYOFSLT.US / WWW.CITYOFSLT.US**

**NEW BUSINESS LICENSE APPLICANTS**

Line #1. ESTIMATE your gross receipts for your business from your business start date to the end of the fiscal year (June 30). The business license fiscal year is July 1 to June 30. Round to the nearest $1,000. $1,000 minimum. Gross receipts are your income before expenses.

Line #2. Determine your tax rate schedule by your type of business, as follows.

Schedule A ($1.07 per thousand of gross): retail sales, restaurants, auto repair shops & print shops.

Schedule B ($1.62 per thousand of gross): janitorial, motels, real estate, massage therapy, general contractors (with only class A or Class B Contractor's License-no Class C or D license), computer service, consulting (without a degree) and baby-sitting.

Schedule C ($2.14 per thousand of gross): hairdressers, salons, taxi service, child care (State licensed for more than six children) and specialty building contractors (with Class C or D Contractor's license).

Schedule D ($2.69 per thousand of gross): dentists, physicians, attorneys, civil engineers, optometrists, chiropractors, consultants (with degrees), and schools of instruction.

If your business is not shown, call (530) 542-6012 and a rate schedule will be assigned.

Line #3. Divide Line 1 by 1000, then multiply the result by the Tax Rate from Line 2.

Line #4 & 6 are prefilled.

Line #5 & 7 are math.

Line #8. Ski Run Business Improvement District Fee: 25% of total tax due (total from Line #5 multiplied by 0.25). Applies to those businesses on Ski Run Blvd with business addresses 1000-1236 Ski Run Blvd & 3668 Lake Tahoe Blvd.

Line #9. SRBID Frontage Fee: $2.00 Per Linear Foot of property fronting on Ski Run Blvd. Measurement from Assessor's Parcel Map.

Line #10. Multi-Family Dwelling Ordinance MFD: Call Lydia Zuniga 530-542-7417 with questions.

Line #11. Single Room Occupancy SRO: Call Lydia Zuniga 530-542-7417 with questions.

Line #12. Storm Water Inspection Fee per SLTCC § 7.15: Call Jason Burke (530) 542-6038 with questions.

Line #13. Total Due: Add Lines 7 through 12. **This is the TOTAL Business and Professions Tax Due.**

Please note you are required to notify the Business License Department of any changes regarding your business information.
All City business licenses expire on June 30th of each year. Do not forget to sign the Application.

**INCOMPLETE APPLICATIONS, FAILURE TO PAY SPECIAL ASSESSMENTS (SRBID, MFD, SRO, STORM WATER), OR FAILURE TO SIGN WHERE INDICATED WILL DELAY THE ISSUANCE OF YOUR CERTIFICATE.**

## BUSINESS OWNER/CORPORATION INFORMATION

**CHECK BOX INDICATING TYPE OF BUSINESS OWNERSHIP:** ☐ **OTHER:**_____

☐ **SOLE PROPRIETORSHIP (COMPLETE SECTION 1)** ☑ **CORPORATION (COMPLETE SECTION 2)** ☐ **PARTNERSHIP (COMPLETE SECTION 2)**

**SECTION 1 - ONLY FOR SOLE PROPRIETORSHIP**

NAME:_____ TITLE:_____

↓↓ **NOT PUBLIC INFORMATION** ↓↓

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: _____

CITY:_____ ST:_____ ZIP:_____

RESIDENCE PHONE:_____ SS #, DRIVER LICENSE #, OR OTHER ID _____

**SECTION 2 - COMPLETE FOR ALL OFFICERS OR PARTNERS**

CORPORATION/LLC/PARTNERSHIP NAME: Jordan Knighton Architects, Inc.

↓↓ **NOT PUBLIC INFORMATION** ↓↓

OFFICER OR PARTNER NAME: Derek Labrecque TITLE: CEO/President

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: 11661 Blocker Drive, Suite 220

CITY: Auburn ST: CA ZIP: 95603

BUSINESS PHONE: 530-888-0998

OFFICER OR PARTNER NAME: Chris Vicencio TITLE: Vice President/Secretary

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: 11661 Blocker Drive, Suite 220

CITY: Auburn ST: CA ZIP: 95603

BUSINESS PHONE: 530-888-0998

OFFICER OR PARTNER NAME: Jordan Knighton TITLE: Director

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: 165 River Road

CITY: Tahoe City ST: CA ZIP: 96145

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# CITY OF SOUTH LAKE TAHOE, CALIFORNIA

## BUSINESS AND PROFESSIONS TAX CERTIFICATE

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

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

**NON-TRANSFERABLE**

**ISSUED TO:**

**JK ARCHITECHTURE ENGINEERING**
**JORDAN KNIGHTON ARCHITECTS INC**
**165 RIVER RD**

**TAX NO: 008282**

**EXPIRES: 06/30/2017**

**LICENSED ARCHITECT C26985**

Detach at perforations and display in a conspicuous place.

ORIGINAL DOCUMENT HAS A COLORED BACKGROUND, AND IS PRINTED WITH COPY DETERRENT TECHNOLOGY.

*See Reverse Side For Opening Instructions*

RENO NV 895

24 JUN 2016 PM 3 T

neopost

06/23/2016

US POSTAGE $00.

ZIP 9

041L112

CITY OF SOUTH LAKE TAHOE
BUSINESS LICENSES
1901 AIRPORT ROAD, SUITE 210
SOUTH LAKE TAHOE, CA 96150-7004

RETURN SERVICE REQUESTED

**JORDAN KNIGHTON ARCHITECTS INC**
**JK ARCHITECHTURE ENGINEERING**
**11661 BLOCKER DRIVE STE 220**
**ABURN , CA 95603**

9560384649

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JK ARCHITECTURE ENGINEERING

# LETTER OF AUTHORIZATION TO PROCEED
## Contract Amendment 01 – Scale & Scope Increase

**DATE:** Revised December 23, 2020
**CLIENT:** City of South Lake Tahoe
**JOB#:** 20-370
**PROJECT:** Recreation Center

We are pleased to present to you our revised fee proposal for the expanded scope and construction hard cost on this project. We have endeavored to keep the fee competitive while maintaining comprehensive services. You will note that the overall fee, as a percentage of construction cost, has been reduced as you should expect. We are confident the fee and scope of services is appropriate to deliver the level of design and engineering that the City and community expects on a public facility of this scale and magnitude.

### PROJECT AMENDMENT

In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms the following amendment to the contract:

Contract Amendment 01: Scale & Scope Increase – The scale and scope of the new City of South Lake Tahoe Recreation Center has been increased by the City to a Project Budget of $48.0M consisting of a construction hard cost budget of approximately $42.5M and soft cost budget of $5.5M.

### SCHEDULE AMENDMENT

| Phase | Original Schedule | Revised Schedule |
|---|---|---|
| Programming & Concept Design | 08/01/2020 – 12/31/2020 | 08/01/2020 – 01/15/2021 |
| Schematic Design | 01/01/2021 – 03/31/2021 | 01/15/2021 – 03/31/2021 |
| Design Development | 05/01/2021 – 07/31/2021 | 04/15/2021 – 08/15/2021 |
| Construction Documents | 09/01/2021 – 11/30/2021 | 09/01/2021 – 12/31/2021 |
| Agency Review | 12/01/2021 – 02/28/2022 | 01/01/2022 – 03/31/2022 |
| Bid Support | 03/01/2022 – 04/30/2022 | 04/01/2022 – 05/31/2022 |
| Construction Administration | 17 Months | Start July 2022 |

### FEE AMENDMENT

| Basic Services | Original | Adjustments | Revised |
|---|---|---|---|
| Programming & Concept Design | $ 236,130.00 | $ 135,900.00 | $ 372,030.00 |
| Schematic Design | $ 477,650.00 | $ 178,100.00 | $ 655,750.00 |
| Design Development | $ 750,900.00 | $ 409,455.00 | $ 1,160,355.00 |
| Construction Documents | $ 879,600.00 | $ 450,699.00 | $ 1,330,299.00 |
| Agency Review | $ 134,400.00 | $ 36,205.00 | $ 170,605.00 |
| Bid Support | $ 56,400.00 | ($ 17,031.00) | $ 39,369.00 |
| **TOTALS** | **$ 2,535,080.00** | **$ 1,193,328.00** | **$ 3,728,408.00** |

| Future Services | Original | Adjustments | Revised |
|---|---|---|---|
| Construction Administration | $ 634,100.00 | $ 165,448.00 | $ 799,548.00 |
| **TOTALS** | **$ 634,100.00** | **$ 165,448.00** | **$ 799,548.00** |

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**Amended Consultant/Engineering Fees (included in above fee proposal)**
*Note: JKAE did not mark up these services.*

- Structural
- Civil/Site
- Landscape
- Electrical/Lighting/Low Voltage
- Mechanical/Plumbing/Fire Protection
- Aquatic
- Kitchen/Foodservice
- Cost Estimating
- Acoustical/Noise Mitigation

**Supplemental Services Fees (included in above fee proposal)**
The following supplemental services are included, and fees have not changed from the Professional Services Agreement.

- LEED Consulting
- TRPA & Lahontan Consulting
- CEQA Consulting
- Topographic Survey (1 site)
- Geotechnical Engineering (1 site)
- Traffic Study

**REIMBURSABLE EXPENSES AMENDMENT**
There are no reimbursable expenses currently anticipated on this project. Expenses already included in our fee consist of travel to the job site, printing for design team coordination purposes, phone, and incidental expenses incurred from travel to job site. Other owner-paid expenses are outlined in Additional Services & Assumptions per Exhibit A of the Professional Services Agreement. Special requests such as printing for district reviews, community functions, or special events are not included in this proposal but may be requested as a reimbursable expense. Owner may also request special travel that is not included in this proposal such as visits to other projects, FF&E vendors, or other related travel; all of which will be requested as reimbursable expenses.

**CONSTRUCTION ADMINISTRATION**
We understand the City has chosen to approve construction administration services and fees as the project progresses. The proposed fee is the amount our design and engineering team requires to provide the necessary services required by the Standard of Care we are obligated to provide by the City, our insurance providers, and licensing organizations. This fee will allow us to assist the City in administering the contract for construction as a complex construction project under California public contract code. The fee amount for Construction Administration has been carefully established by our team. The City agrees that this amount shall not be renegotiated unless the scope of construction administration services is increased or modified by mutual agreement by the City or by unforeseen circumstances.

**CONTRACT NOTE**

Other than the above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions. We would be happy to walk you through this proposal and answer any questions you may have.

Sincerely:

Jordan Knighton, Partner, C15848
JK Architecture Engineering

Approved:

2/3/2021

Client Date
Tamara Wallace, Mayor
City of South Lake Tahoe
Print Name/Title

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

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**From:** Chris Vicencio
**To:** Jim Marino
**Cc:** Jordan Knighton; Anda Grenfell
**Subject:** SLT Rec Center - JKAE Workplan/Fee Follow Up
**Date:** Saturday, January 09, 2021 11:02:22 AM
**Attachments:** 20-370 Amendment 01 REV 12.23.20 R1.pdf

Hello Jim,

As we mentioned earlier this week, we are committed to answering any questions you and the City Council have on our fee & approach. We recommend that we schedule a discussion for early next week to work through all of your questions and provide you with the understanding of how we are approaching the design and fees for this project. We corrected the clerical errors on the Fee Amendment, attached. The fee Adjustments column total for Basic Services went down to $1,193,328.

Here is some additional analysis that we think will help in your review of our fee. We shared with you previously the phase-by-phase and consultant-by consultant hours breakdowns that explain how we are planning the project and how we put the subsequent fee together. This essentially gives the City a breakdown of our team's overall workplan for the project showing our effort for each phase. This is a very detailed assessment of how we intend to deliver the Architecture and Engineering services for this project. Our team is confident we have the effort accurately identified to deliver this project appropriately and economically.

While we haven't set our fees based on a percentage of construction cost, it may be helpful to compare the fees against total construction cost. The chart below shows you how our fee breaks down between BASE fee and SPECIALTY consultant fees. As you know the specialty consultants are those consultants who would typically be hired directly by the City and wouldn't normally be included in our overall fee. For this reason, we are showing a fee percentage calculation excluding these specialty consultants. You will see in the spreadsheet below that our overall fee percentage is down below 10% (9.83%) and our fee percentage through the phase 1 services is down to 8% (8.05%).

For a project of this scale and complexity, a total fee under 10% is extremely competitive. This fee includes a number of internal specialty consultants, such as Aquatics Design/Engineering, Acoustics Design, and Kitchen Design, that historically are not included in Base services. In fact, programming itself is not typically included in base services. We state this as another example of the value our team is bringing to this project. Taking this all into consideration, we believe our fee is highly competitive and provides an extraordinary value for the City. Projects of this scale and complexity, with the additional consultants we have included in our base fee, would traditionally result in an Architecture/Engineering fee of 11-12% or more. We stand strongly behind our fee as appropriate to the required workplan for this project and as very good value to the City and Community.

| | BASE<br>Architecture & Engineering | Comparison<br>Percentage Against $42.5M Construction Cost | SPECIALTY<br>Survey, Traffic, TRPA, CEQA, Geotech, LEED | TOTAL COMBINED FEE |
|---|---|---|---|---|
| **Predesign/Program** | $361,500 | | $10,530 | $372,030 |
| **Schematic Design** | $516,500 | | $139,250 | $655,750 |
| **Design Development** | $1,114,455 | | $45,900 | $1,160,355 |
| **Construction Documents** | $1,296,699 | | $33,600 | $1,330,299 |
| **Agency Review** | $92,605 | | $78,000 | $170,605 |
| **Bid Support** | $39,369 | | $0 | $39,369 |
| **PHASE 1 SubTotal (Prior to CA Services)** | **$3,421,128** | **8.05%** | **$307,280** | **$3,728,408** |
| **Construction Administration** | $757,648 | | $41,900 | $799,548 |
| **TOTALS** | **$4,178,776** | **9.83%** | **$349,180** | **$4,527,956** |

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Let's regroup early next week and discuss further to clarify any additional questions you may have.

Thank you,

Chris Vicencio, AIA, NCARB, LEED AP, DBIA
Partner

JK ARCHITECTURE ENGINEERING

O 530.883.8155 | M 530.320.7049
chris@jkaedesign.com | www.jkaedesign.com



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JK ARCHITECTURE ENGINEERING

# LETTER OF AUTHORIZATION TO PROCEED
## Contract Amendment 02 – Site & Building Packages (OPTION B)

**DATE:** ~~August 4, 2021~~ Revised August 19, 2021
**CLIENT:** City of South Lake Tahoe
**JOB#:** 20-370
**PROJECT:** Recreation Center

Please find herein our proposed contract amendment for Architecture, Engineering, and Supplemental Services based on adjustments to the project's construction document packaging and construction sequencing.

**PROJECT AMENDMENT**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms the following amendment to the contract:

**Contract Amendment 02:** Construction Document Packaging, Construction Sequencing revisions, and associated design and engineering.

**SCHEDULE AMENDMENT**

| Phase | Previous Schedule | Revised Schedule |
|---|---|---|
| Programming & Concept Design | 08/01/2020 – 01/15/2021 | NA |
| Schematic Design | 01/15/2021 – 03/31/2021 | NA |
| Design Development | 05/01/2021 – 07/31/2021 | 08/18/2021 – 11/17/2021 (13 wks) |
| Construction Documents (Site) | 09/01/2021 – 11/30/2021 | 12/8/2021 – 02/11/2022 (9 wks) |
| Construction Documents (Building) | Same as above | 12/8/2021 – 03/11/2022 (13 wks) |
| Agency Review (Site) | 1/1/2022 – 3/31/2022 | 02/14/2022 – 04/15/2022 (8 wks) |
| Agency Review (Building) | Same as above | 03/14/2022 – 05/13/2022 (8 wks)* **Note: Agency Review for Building completion could range from 8 up to 16 weeks potentially completing as late as 07/08/2022.* |
| Bid Support (Site) | 04/01/2022 – 5/31/2022 | 04/19/2022 – 05/19/2022 (4 wks) |
| Bid Support (Building) | Same as Above | 05/26/2022 – 6/30/2022 (5 wks)** ***Note: beginning of Bid Suport phase could range from 05/26/2022 to 07/21/2022 depending on when Agency Review phase completes.* |
| Construction Administration (Site) | 17 months | Start Late May 2022 |
| Construction Administration (Bldg) | Same as Above | Start Mid May 2023 |

**FEE AMENDMENT**

| Basic Services | Current (Amend #1) | Adjustments (Amend #2) | Revised |
|---|---|---|---|
| Programming & Concept Design | $ 372,030.00 | $ 0.00 | $ 372,030.00 |
| Schematic Design | $ 655,750.00 | $ 0.00 | $ 655,750.00 |
| Design Development | $ 1,160,355.00 | $ 42,940.00 | $ 1,203,295.00 |
| Construction Documents | $ 1,330,299.00 | $ 52,480.00 | $ 1,382,779.00 |
| Agency Review | $ 170,605.00 | $ 35,100.00 | $ 205,705.00 |
| Bid Support | $ 39,369.00 | $ 28,520.00 | $ 67,889.00 |
| **TOTALS** | **$ 3,728,408.00** | **$ 159,040.00** | **$ 3,887,448.00** |

| Future Services | Current (Amend #1) | Adjustments (Amend #2) | Revised |
|---|---|---|---|
| Construction Administration | $ 799,548.00 | $ 55,880.00 | $ 855,428.00 |
| **TOTALS** | **$ 799,548.00** | **$ 55,880.00** | **$ 855,428.00** |

**PHASE-BY-PHASE AMENDED SCOPE DESCRIPTION:**

- Design Development:
  - Initial division of facility design and drawing set into site and building packages.
  - Preliminary permit review agency coordination of site and building package approach and strategy
  - Coordination and sequencing with TRPA for a single permit approval that overlaps two construction packages.
  - Additional effort associated with utility routing and path of travel coordination between phases.
- Construction Documents:
  - Final coordination of site and building packages in preparation for permit review
  - Separate project specification packages for site and building packages
  - Coordination of City's front-end bid documents for site and building packages
  - Additional Civil Engineering efforts associated with final paving/sidewalks to be included as part of building package scope.
  - Utility coordination associated with maintaining existing operations through phased development until permanent switch over can occur.
- Agency Review
  - Separate building department permit submittals for site and building packages
  - Separate permit agency coordination and plan-check responses for site and building packages
- Bidding
  - Additional project bid for two separate bid packages
    - Additional pre-bid meeting(s)
    - Additional RFI period
    - Additional Addenda issuance
    - Additional Bid opening
    - Additional Review of bids
- Construction Administration
  - Additional Construction Administration over revised construction duration.
  - Construction Administration of two separate contracts for construction.
  - Team remobilization for phase 2 construction.
  - Project Closeout of two separate contracts for construction.

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**AMENDED DESIGN TEAM PHASE 1 FEES (PRIOR TO CONSTRUCTION ADMINISTRATION):**

- **Architectural:**
  - Design Development Phase: $ 37,400
  - Construction Document Phase: $ 39,400
  - Agency Review $ 24,000
  - Bid $ 25,000
  - **Sub Total: $125,800**
- **Structural:**
  - Design Development Phase: $12,000
  - Construction Document Phase: $ 5,000
  - **Sub Total: $17,000**
- **Civil/Site:**
  - Design Development Phase: $ 8,000
  - Construction Document Phase: $20,000
  - Agency Review $10,000
  - Bid $ 2,000
  - **Sub Total: $40,000**
- **Electrical/Lighting/Low Voltage:**
  - Design Development Phase: $ 4,500
  - Construction Document Phase: $ 4,900
  - Agency Review Phase $ 1,100
  - Bid $ 900
  - **Sub Total: $11,400**
- **Mechanical/Plumbing/Fire Protection:**
  - Design Development Phase: $ 4,340
  - Construction Document Phase: $ 4,960
  - Bid $ 620
  - **Sub Total: $ 9,920**
- **Cost Estimating (Credit for Deletion of Cost Estimating Services)***:**
  - Design Development Phase: ($23,300)
  - Construction Document Phase: ($21,780)
  - **Sub Total: ($ 45,080)**

  ***Note: Design team will coordinate cost estimates with City's Construction Manager.

**TOTAL AMENDED DESIGN TEAM PHASE 1 FEES:**

- Design Development Phase $42,940
- Construction Document Phase $52,480
- Agency Review Phase $35,100
- Bid Phase $28,520

**Total Additional Phase 1 Fee****: $159,040**

****Note, there has been no change to scope or fee for the following consultants:

- Landscape Design
- Pool Design
- LEED Consultant

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**CONSTRUCTION ADMINISTRATION**

We understand the City/client has chosen to approve construction administration services and fees at a later date as the project progresses.

| | |
|---|---|
| **CA Phase Fee Adjustment:** | **$55,880** |

**Total CA Phase Fee:**

| | |
|---|---|
| Current CA Fee (Amend. #1): | $799,548 |
| CA Phase Fee Adjustment (Amend. #4): | $55,880 |
| **Total:** | **$855,428** |

**Phased Fee Breakdown by Construction Phase:**

| | | |
|---|---|---|
| Site (Phase 1) | 20% | $171,086 |
| Building (Phase 2) | 80% | $684,342 |
| **Total:** | | **$855,428** |

**ASSUMPTIONS/RECOMMENDATIONS:**

- We recommend that the site development package be completed and the site GC as-built and survey phase 1 site work so that this information may be provided to the GC who is selected to perform the building phase of the project.
- Each phase of construction to be bid as separate public bid.
- Given the approximate one-year time delay between commencement of initial site construction and construction on the building portion of the project, it is possible that the CPT may experience some staffing transition(s) or have other reasoning for making changes to the design. Our team will continue to respond to meet your goals and vision. We would like to clarify that in circumstances like this, design revisions after the project is permitted and bid would be performed on an additional-services basis and would have schedule, and likely cost, impacts to the project.

**CONTRACT NOTE:**

Other than the revised scope and fees as outlined above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions. We would be happy to walk you through this proposal and answer any questions you may have.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

9/13/2021

Client Date

Tamara Wallace, Mayor, City of South Lake Tahoe

Print Name/Title

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JK ARCHITECTURE ENGINEERING

# LETTER OF AUTHORIZATION TO PROCEED
## Contract Amendment 04 – Additional Survey and Backup Generator System Design

**DATE:** ~~August 4, 2021~~ Revised August 19, 2021
**CLIENT:** City of South Lake Tahoe
**JOB#:** 20-370
**PROJECT:** Recreation Center

Please find herein our proposed contract amendment for additional Architecture & Engineering of Emergency Backup Generator System at Client request and Supplemental Services for Topographic Survey.

**PROJECT AMENDMENT**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms the following amendment to the contract:

**Contract Amendment 04:** Architecture & Engineering of Emergency Backup Generator System and Supplemental Services for Topographic Survey.

**Schedule:** The amended schedule as shown in Contract Amendment #02 governs with no additional schedule modifications for Contract Amendment #04.

**FEE AMENDMENT**

| Basic Services | Current (Amend #1) | Adjustments (Amend #4) | Revised |
|---|---|---|---|
| Programming & Concept Design | $ 372,030.00 | $ 0.00 | $ 372,030.00 |
| Schematic Design | $ 655,750.00 | $ 0.00 | $ 655,750.00 |
| Design Development | $ 1,160,355.00 | $ 30,767.00 | $ 1,191,122.00 |
| Construction Documents | $ 1,330,299.00 | $ 3,200.00 | $ 1,333,499.00 |
| Agency Review | $ 170,605.00 | $ 0.00 | $ 170,605.00 |
| Bid Support | $ 39,369.00 | $ 0.00 | $ 39,369.00 |
| **TOTALS** | **$ 3,728,408.00** | **$ 33,967.00** | **$ 3,762,375.00** |

| Future Services | Current (amend #1) | Adjustments (Amend #4) | Revised |
|---|---|---|---|
| Construction Administration | $ 799,548.00 | $ 1,600.00 | $ 801,148.00 |
| **TOTALS** | **$ 799,548.00** | **$ 1,600.00** | **$ 801,148.00** |

**PHASE-BY-PHASE AMENDED SCOPE DESCRIPTION:**

- Design Development – $30,767 increase
  - DD level development of Emergency Backup Generator design at Client request $3,200
  - Topographic Survey (1 site) $27,567
    - The design team, as a convenience for the City, took on the supplemental services scope of work and fees under our contractual services agreement with the City. The City traditionally would contract directly with the consultants for these services. The original budget allocation for Topographic Survey was $19,080. The actual costs for topographic survey are $46,647. This results in a delta of $27,567. See attached add-services requests from the surveyor/Psomas (Exhibit A). As the additional survey information will be required for the execution of the project design and permitting, the design team has included in this amendment proposal the additional topographic survey costs. Note that no

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design-team markup has been added to this additional fee. To be invoiced 100% in early design development phase once complete.
    - See Exhibit B for overlay of topographic surveys described in this proposal.
- Construction Documents - $3,200 increase
    - CD level development of Emergency Backup Generator design
- Construction Administration - $1,600 increase
    - Additional Construction Administration of Emergency Backup Generator System
    - We understand the City/Client has chosen to approve construction administration services and fees at a later date as the project progresses.

*Construction Administration Phased Fee Breakdown*

| | | |
|---|---|---|
| *Site (Phase 1)* | *20%* | *$160,230* |
| *Building (Phase 2)* | *80%* | *$640,918* |
| *Total:* | *100%* | *$801,148* |

**CONTRACT NOTE:**
Other than the revised scope and fees as outlined above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions. We would be happy to walk you through this proposal and answer any questions you may have.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

9/13/2021

Client Date

Tamara Wallace, Mayor, City of South Lake Tahoe

Print Name/Title

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Exhibit A

JK ARCHITECTURE ENGINEERING

# LETTER OF AUTHORIZATION TO PROCEED
## Contract Amendment 001 – Expanded Topographic Surveying & Mapping

**Date:** December 3,2020

**Client:** JK Architecture Engineering
11661 Blocker Drive, Suite 220
Auburn, CA 95603

**Consultant:** Psomas
11661 Blocker Drive, Suite 200
Auburn, CA 95603

**Attention:** Lester Carter

**Project:** City of South Lake Tahoe
Recreation Aquatic Center

**Project #:** 20-370

**Services to be Provided:** Contract Amendment 001 – Expanded Topographic Surveying & Mapping
Expanded site area for topographic surveying and mapping per the attached email communication.

| | *Original Contract Amount* | *Adjustments* | *Revised Contract* |
|---|---|---|---|
| Schematic Design | $ 24,150.00 | $ 4,384.00 | $ 28,534.00 |
| **TOTAL** | $ 24,150.00 | $ 4,384.00 | **$ 28,534.00** |

This Letter of Authorization to Proceed confirms our agreement for services and constitutes an understanding of the work to be accomplished. If you do not concur with this Letter of Authorization to Proceed, JK Architecture Engineering should be notified immediately.

JK Architecture Engineering

Chris Vicencio, Partner
License C26985

Acknowledged by:

Signature

Dan Forgey, Vice President
Printed Name & Title

12-4-2020
Date

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## Anda Grenfell

**From:** Lester Carter <lester.carter@psomas.com>
**Sent:** Friday, October 30, 2020 1:13 PM
**To:** Anda Grenfell; David Vagg; Chris Vicencio
**Cc:** Ruth Smith
**Subject:** Additional Services Request for SLT Rec Center (6JKA020100)
**Attachments:** RE: SLT Rec Center Topo and Mapping; RE: SLT Rec Center Surveying; Psomas No. 6JKA010200

Anda, David, Chris:

Per my conversation with Anda earlier today, I am forwarding a request for a budget amendment for "Additional Services" to our Contract with JKAE for topographic surveying and mapping of the area bounded in red in image below. Per my conversation and email with David on 10/15/20, Psomas was requested to include this area in our topographic mapping. This area in red, was in addition to the green bounded area which was the topo/mapping area finalized per our original scope of work. I have provided an itemized summary of the charges for the additional services below:

- Field Survey Crew: 12 Hrs at $268/Hr. = $ 3,216.00 Field Crew for full Topo of the add'l area requested – straight time, no OT billed.
- PM/PLS Coordination: 4 Hrs at $182/Hr. = $ 728.00 Les time for coordination with JKAE and Field Crew.
- CAD Mapping Tech: 4 Hrs at $110/Hr. = $ 440.00 CAD drafting time to incorporate area into Topo Mapping.

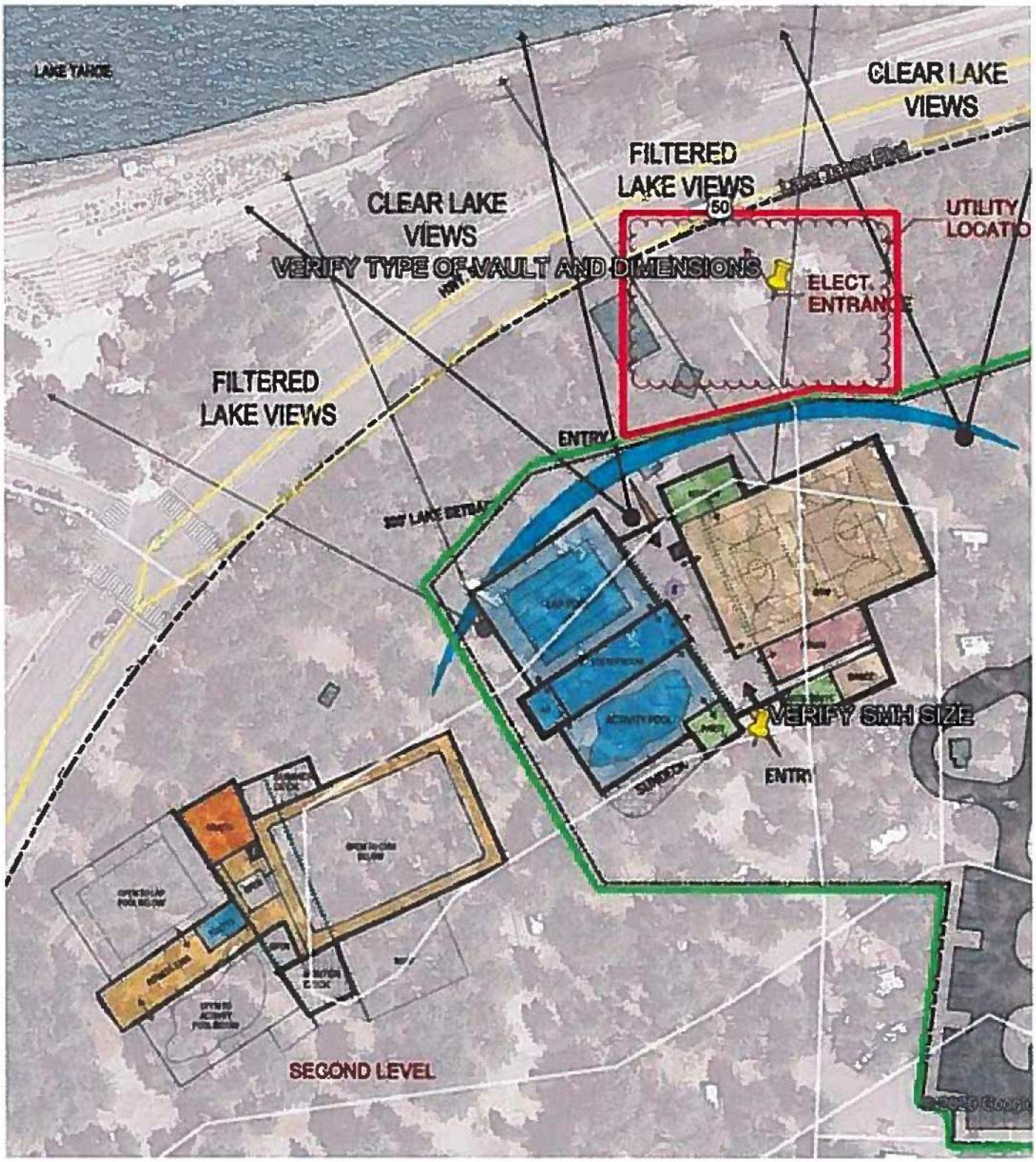
Total Add'l services: $ 4,384.00

Please let me know if I need to prepare a formal Memo for this or if any additional information would be helpful to substantiate this request.

Thank You,

Les Carter Jr., PLS
Project Manager
PSOMAS
C: 805-503-3632

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**Lester E. "Les" Carter Jr., PLS**
**PSOMAS** | Balancing the Natural and Built Environment
Project Manager
Land Surveying & Mapping
11661 Blocker Drive #200
Auburn, CA 95603
**Cell: 805.503.3632**
www.Psomas.com

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JK ARCHITECTURE ENGINEERING

# LETTER OF AUTHORIZATION TO PROCEED
## Contract Amendment 002 – Expanded Topographic Surveying & Mapping

**Date:** January 5, 2021

**Client:** JK Architecture Engineering
11661 Blocker Drive, Suite 220
Auburn, CA 95603

**Consultant:** Psomas
11661 Blocker Drive, Suite 200
Auburn, CA 95603

**Attention:** Lester Carter

**Project:** City of South Lake Tahoe
Recreation Aquatic Center

**Project #:** 20-370

**Services to be Provided:** Contract Amendment 002 – Expanded Topographic Surveying & Mapping
Expanded site area for topographic surveying and mapping per the attached email communication.

| | *Contract Amount* | *Adjustments* | *Revised Contract* |
|---|---|---|---|
| Schematic Design | $ 28,534.00 | $11,900.00 | $ 40,434.00 |
| **TOTAL** | $ 28,534.00 | $11,900.00 | **$ 40,434.00** |

This Letter of Authorization to Proceed confirms our agreement for services and constitutes an understanding of the work to be accomplished. If you do not concur with this Letter of Authorization to Proceed, JK Architecture Engineering should be notified immediately.

JK Architecture Engineering

Chris Vicencio, Partner
License C26985

Acknowledged by:

Signature

Dan Forgey, Vice President
Printed Name & Title

1-6-2021
Date

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## Anda Grenfell

**From:** Lester Carter <lester.carter@psomas.com>
**Sent:** Wednesday, December 23, 2020 12:27 PM
**To:** Anda Grenfell; Ruth Smith
**Cc:** David Vagg; Chris Vicencio; Carla Sammis
**Subject:** RE: So. Lake Tahoe Rec Center - Psomas Budget Amendment Request for SMH locations/IE's and Additional Topo areas (6JKA010200)
**Attachments:** 6JKA010200-Report-LaborHoursDollars-To Date-122320.xlsx

Hello Anda:

Ruth just advised me that JKAE offices will be closed starting tomorrow? The final amount I am requesting for Amendment No. 2 is: $11,900.19, please see the image below. This is somewhat less that my initial estimate for the additional Work,
But about $ 1,900 more than the lower estimate I had provided. This ($11,900) reflects all remaining (unbilled) labor charges. All the field and office work is complete and I will be sending Carla, David and Brennan a download link this afternoon.

Thank You!

**Lester E. "Les" Carter Jr., PLS**
**P S O M A S** | Balancing the Natural and Built Environment
Project Manager
Land Surveying & Mapping
11661 Blocker Drive #200
Auburn, CA 95603
**Cell: 805.503.3632**
www.Psomas.com

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PSOMAS

Balancing the Natural and Built Environment

May 11, 2021

Carla Sammis, P.E.
Associate Principal, Sr. Civil Engineer
**JK Architecture-Engineering**
11661 Blocker Drive, Suite 220
Auburn, CA 95603

**Email:** Carla@jkaedesign.com
**Office:** 530-583-9222
**Direct:** 530-489-8016
**P21-0098** // Ref No. 6JKA010200

**Subject: Proposal for Additional Topographic Survey for So. Lake Tahoe Recreation Center**

Carla:

Per your request I have prepared this proposal for Psomas to perform a topographic design survey for the subject project as shown in the attached Exhibit A, and in accordance with the following scope of work and specifications.

All Field Surveying will conform to the following scope of work and specifications and will cover the survey limits shown on Exhibit "A". The survey limits were established per your email and attachments, dated May 4th, 2021.

**SCOPE OF WORK:**

Psomas will prepare a topographic map of the subject project area at a scale 1"=10' to be compatible with previous topographic mapping of the area by Psomas, showing 1-foot contours of the Survey Limits as shown on Attachment A, and in accordance with the following specifications:

- Recover horizontal and vertical survey control. Establish supplemental Survey Control as needed for the additional area to be surveyed. Horizontal Control will be NAD83 Zone II, 2011 Epoch using CSDS VSN GPS. Vertical Control shall be per NAVD88 Datum.
- The Topographic Map will show the following features:
    - Trees greater than 6" diameter (DBH) within the Survey Limits will be tagged. Drip lines of trees will not be plotted to their actual radius but the tree diameter (DBH) and species will be noted.
    - Existing improvements to include: Buildings, paved roadways, walk paths, parking areas, fencing, walls, lighting and any overhead electrical wires.
    - Rim, grate and invert elevations of manholes, clean-outs and storm drain inlets.
    - Visible surface evidence of utilities, drainage features, utilities to include but not limited to: Water meters, valves, electrical pull boxes, underground utility markings.

**DELIVERABLES:**

Psomas will provide updated copies of the following:

- AutoCAD .DWG file of the updated Site Topo, showing the additional field survey area incorporated into the previous topographic mapping submitted to JKAE.
- XML/DTM file with updated contours based on merged surfaces.

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- .PDF file of the updated compiled Topographic Mapping
- .CSV coordinate point file of the site control and located features.

**PROPOSED SCHEDULE:**
Psomas will plan to begin work within 7 working days of receipt of signed work authorization. To help expedite turn around of the additional Topo, I am proposing that we perform the field work in one extended (12 Hr.) field day, as noted in Option 1 below. We would need authorization for overtime for our Field Crew. If over-time is not authorized, we can complete the Survey in two standard 8 Hr. working days. I have provided fee estimates for both options.

The preliminary Topographic Map will be submitted to JKAE for review and comments within 5 working days of completion of field work. The final Topographic Map will be submitted to JKAE within 3 working days of receiving review comments back from JKAE.

**FEE:**
Compensation for the above surveying services will be billed on an Hourly, Time and Materials basis, plus the direct cost of printing, plotting and delivery services, if any are required; per Psomas' current rate schedule and will not be exceeded without prior written authorization from client.

OPTION 1: One Extended (12 Hr.) Field Day w/ OT:

- Topographic Field Survey..... $ 3,967.00
  - Field Contingency ..... $ 426.00
- PM/PLS; CAD Tech Mapping..... $ 1,820.00

Total:... $ 6,213.00

OPTION 2: Two standard 8 Hr. Field Days w/ No OT:

- Topographic Field Survey..... $ 4,544.00
  - Field Contingency ..... $ 284.00
- PM/PLS; CAD Tech Mapping..... $ 1,820.00

Total:... $ 6,648.00

The total amount obligated under the Agreement for the above services shall not exceed the amount per the Option selected by JKAE. Payment will be made to **PSOMAS** within 30 days of **JKAE's** receipt of an invoice.

Please feel free to contact me via voice or text at 805-503-3632 or by email at lester.carter@psomas.com with any questions, or if additional information would be helpful.

Sincerely,
**PSOMAS**

Lester E. Carter Jr., PLS
Project Manager

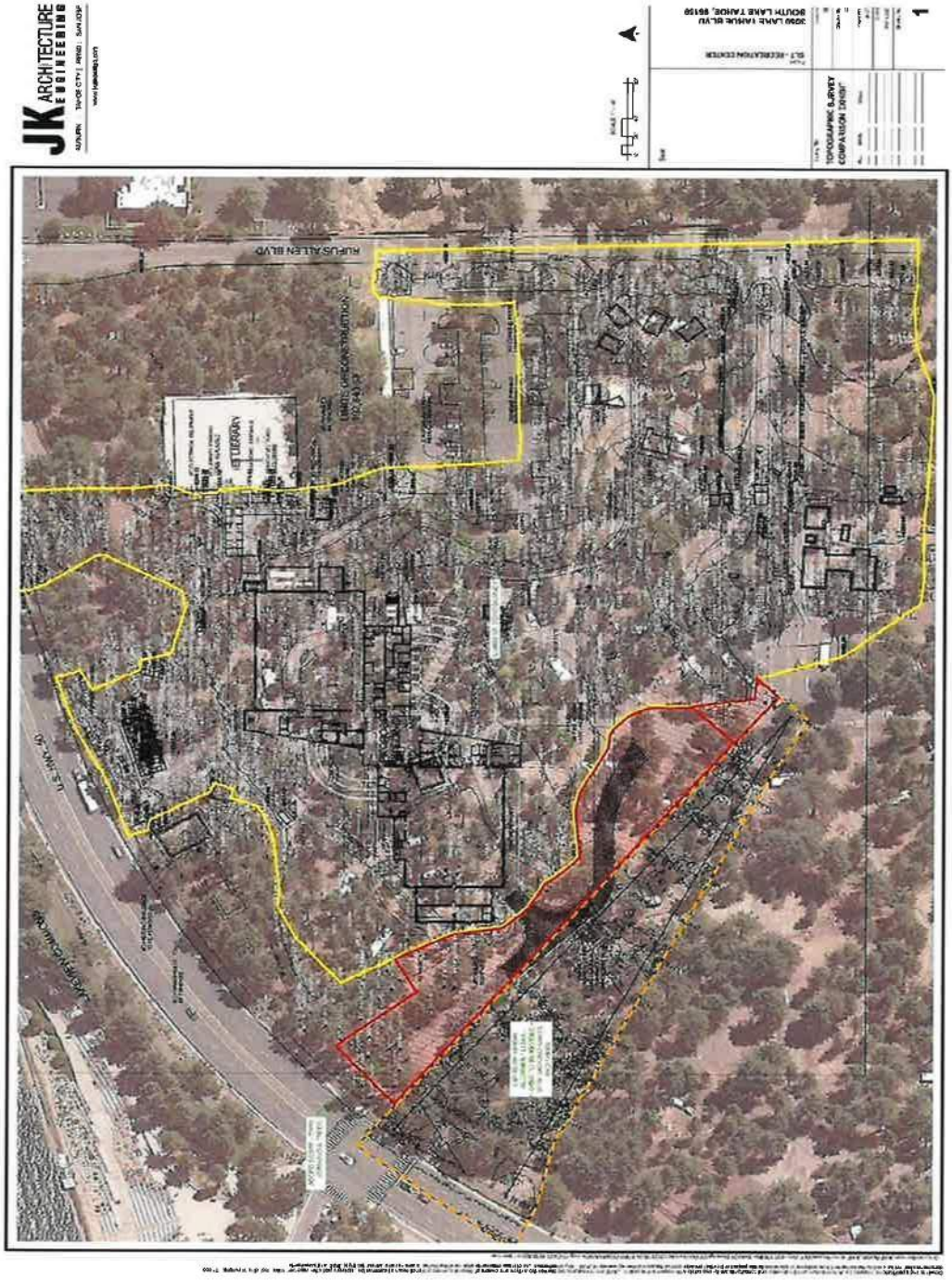
11661 Blocker Dr., Suite 200
Auburn, CA 95603

Tel 530.885.7072
www.Psomas.com

DocuSign Envelope ID: C7864012-D0DE-4640-96CF-F438918CE3D2



**South Lake Tahoe Recreation Center**
**EXHIBIT "A"**
**SURVEY LIMITS FOR ADDITIONAL TOPOGRAPHIC MAPPING**
**( "Area bounded in RED" in Exhibit below")**




11661 Blocker Dr., Suite 200
Auburn, CA 95603

Tel 530.885.7072
www.Psomas.com

DocuSign Envelope ID: C7864012-D0DE-4640-96CF-F438918CE3D2

EXHIBIT B

AMENDMENT 3 - SCOPE OF WORK AS SHOWN ON " EXHIBIT "A" OF SERVICE AGREEMENT DATED 5/11/2021

AMENDMENT 2 - SCOPE OF WORK AS SHOWN ON SERVICE AGREEMENT DATED 1/5/2021

ORIGINAL - SCOPE OF WORK AS SHOWN ON EXHIBIT "A" OF SERVICE AGREEMENT DATED 9/24/2020

AMENDMENT 1 - SCOPE OF WORK AS SHOWN ON SERVICE AGREEMENT DATED 12/3/2020

EX. SERVICE TO REC CENTER
8" FIRE
3" DOMESTIC
6" SEWER
LATERAL LOCATIONS
UNKNOWN

LEGEND:

- APPROXIMATE LIMITS OF ORIGINAL SCOPE FOR TOPOGRAPHIC SURVEY, DATED 9/24/2020
- APPROXIMATE LIMITS OF AMENDMENT 1 SCOPE FOR ADDITIONAL TOPOGRAPHIC SURVEY, DATED 12/3/2020
- APPROXIMATE LIMITS OF AMENDMENT 2 SCOPE FOR ADDITIONAL TOPOGRAPHIC SURVEY, DATED 1/5/2021
- APPROXIMATE LIMITS OF AMENDMENT 3 SCOPE FOR ADDITIONAL TOPOGRAPHIC SURVEY, DATED 5/11/2021

SCALE: 1" = 60'

0' 30' 60' 120'

N

AUGUST 4, 2021

# TOPOGRAPHIC SURVEY SCOPE COMPARISON

# AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement C-084-2020 entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architectural Engineering (JKAE)** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 5** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than May, 2025. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by May 2025 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 5** by the sum of **$855,428.00** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$3,921,415** plus the additional fee of **$885,428.00** for an amended total fee of **$4,776,843** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

**CITY OF SOUTH LAKE TAHOE**

By: Devin Middlebrook (Jun 27, 2022 10:10 PDT) Jun 27, 2022
Devin Middlebrook, Mayor

**CONSULTANT**

By: Jordan Knighton Jul 1, 2022
Jordan Knighton (Jul 1, 2022 13:06 PDT)
Jordan Knighton
Partner JKAE
Business License # 008282

**APPROVED AS TO FORM:**

Heather Stroud (Jun 27, 2022 08:29 PDT)
Heather Stroud, City Attorney

**ATTEST:**

Sue Blankenship (Jun 24, 2022 08:09 PDT) Jun 24, 2022
Susan Blankenship, City Clerk

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

JK ARCHITECTURE ENGINEERING

# LETTER OF AUTHORIZATION TO PROCEED
## Contract Amendment 05 – Construction Administration Services

**DATE:** March 21, 2022
**CLIENT:** City of South Lake Tahoe, Attn. Jim Marino
**JOB#:** 20-370
**PROJECT:** Recreation Center

**PROJECT AMENDMENT**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, and previous project amendments, this Letter of Authorization to Proceed confirms the following amendment to the contract:

**Contract Amendment 05 – Construction Administration Services:**
Construction Administration support and services as outlined in Prime Agreement (attached Exhibit A) and subsequent contract amendments based on previously-authorized scope changes and fee increases. This amendment is not a scope change, but rather our formal request for authorization of the Construction Administration phase fee. This fee is broken up below into phase 1 and phase 2 allocations. Only the phase 1 fee would be utilized for Spring/Summer/Fall 2022 construction administration support. The overall combined Construction Administration fee has not changed from what is shown, but not yet authorized, in the Prime Agreement (attached Exhibit A).

**FEE AMENDMENT**

| Services | Current *(Includes Amends 1-4)* | Adjustments | Revised |
|---|---|---|---|
| Programming & Concept Design | $ 372,030.00 | - | $ 372,030.00 |
| Schematic Design | $ 655,750.00 | - | $ 655,750.00 |
| Design Development | $ 1,234,062.00 | - | $ 1,234,062.00 |
| Construction Documents | $ 1,385,979.00 | - | $ 1,385,979.00 |
| Agency Review | $ 205,705.00 | - | $ 205,705.00 |
| Bid Support | $ 67,889.00 | - | $ 67,889.00 |
| Add Service 01: LEED IP | $ 8,800.00 | - | $ 8,800.00 |
| *Amendment 05: Construction Administration* | *$ 00.00* | *$ 855,428.00* | *$ 855,428.00* |
| *20% - Site (Phase 1)* | | *$ 171,085.60* | *$ 171,085.60* |
| *80% - Building (Phase 2)* | | *$ 684,342.40* | *$ 684,342.40* |
| **TOTALS** | **$ 3,930,215.00** | **$ 855,428.00** | **$ 4,785,643.00** |

**CONTRACT NOTE:**
Other than the revised scope and fees as outlined above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

Devin Middlebrook (Jun 27, 2022 10:10 PDT) Jun 27, 2022

Client Date

Devin Middlebrook, Mayor

Print Name/Title

# C-106-2022 Jordan Knight Architects

Final Audit Report 2022-07-01

| | |
|---|---|
| Created: | 2022-06-23 |
| By: | jo Mcdonough (jmcdonough@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAALNFT9Z-z6XdsdaXhBFMDSWDo_FXCfzo |

## "C-106-2022 Jordan Knight Architects" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-06-23 - 11:58:47 PM GMT- IP address: 128.92.136.146

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2022-06-24 - 0:02:09 AM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-06-24 - 3:07:03 PM GMT- IP address: 128.92.136.146

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-06-24 - 3:09:31 PM GMT - Time Source: server- IP address: 128.92.136.146

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2022-06-24 - 3:09:34 PM GMT

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2022-06-27 - 3:29:41 PM GMT

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2022-06-27 - 5:10:20 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-06-27 - 5:10:41 PM GMT - Time Source: server- IP address: 66.189.255.213

Document emailed to jordan@jkaedesign.com for signature
2022-06-27 - 5:10:43 PM GMT

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2022-06-27 - 5:33:55 PM GMT- IP address: 104.220.121.104

Email viewed by jordan@jkaedesign.com

2022-07-01 - 4:27:56 PM GMT- IP address: 104.220.121.104

Document e-signed by Jordan Knighton (jordan@jkaedesign.com)

Signature Date: 2022-07-01 - 8:06:37 PM GMT - Time Source: server- IP address: 104.220.4.87

Agreement completed.

2022-07-01 - 8:06:37 PM GMT

# AMENDMENT 6 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architectural Engineering (JKAE)** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 006** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than October, 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by October 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 006** by the sum of **$144,550** as described within **Exhibit A** attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$4,806,843** plus the additional fee of **$144,550** for an amended total fee of **$4,951,353** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

**CITY OF SOUTH LAKE TAHOE**

By: Cody Bass (Apr 6, 2023 11:02 PDT)
Cody Bass, Mayor Pro-tem

**CONSULTANT**

By: Jordan Knighton (Apr 13, 2023 15:11 PDT)
Jordan Knighton
Partner JKAE
Business License # 008282

**APPROVED AS TO FORM:**

Heather Stroud (Mar 20, 2023 14:35 PDT)
Heather Stroud, City Attorney

**ATTEST:**

Sue Blankenship (Mar 20, 2023 14:20 PDT)
Susan Blankenship, City Clerk

Mar 20, 2023

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

JK ARCHITECTURE ENGINEERING

# LETTER OF AUTHORIZATION TO PROCEED
## Additional Service 02 – Bid Set Repackage/Project Rebid/Value Engineering

**DATE:** February 20, 2023
**CLIENT:** City of South Lake Tahoe, Attn. Jim Marino
**JOB#:** 20-370
**PROJECT:** Recreation Center

**PROJECT ADDITIONAL SERVICE**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, and previous project amendments, this Letter of Authorization to Proceed confirms the following additional service to the contract:

**Additional Service 02 – Bid Set Repackage/Project Rebid/Value Engineering:**
The summer 2022 construction of Phase 1 site work has been substantially completed. Phase 2 building and remainder of site work will go out to rebid in early May of 2023. Client has requested that design team repackage the bid set so that it shows no reference to Phase 1 or Phase 2. The repackaged set shall show all completed Phase 1 work as "existing". References to a "phased" project shall be removed from the set. Specifications shall clearly state "or approved equal". Per the request of the local fire authority, a fire lane shall be added to the design that connects the new parking lot/fire lane to the existing bike path on the NW portion of the site. In addition, the design team shall undertake a Value Engineering (VE) process to identify a list of approximately 15 items for the City's approval to be removed from the drawing set or converted to bid alternates. The VE process shall:

- Provide value of at least 5:1 cost benefit of the estimated construction cost savings to design team fee for revision.
- Not reduce overall program area or previously approved program uses.
- Not require a revision to the TRPA approved project design including exterior elevations, building height, coverage, or materials/color selections.
- Not include cost estimating. Any cost evaluation for the proposed VE items shall be performed by the CM team.
- Not incorporate items that require systems re-engineering or plan check/permit revision. Note that even finish revisions can trigger plan check review for ADA access compliance or Health Department. Additional plan review efforts would be handled on an additional Time & Materials basis.

**Schedule & Fee**

- Contingent upon approval by Client and design team is authorized to proceed by end of day Tuesday, February 28. Any delay in this approval/notice to proceed date will delay the deliverable schedules below.
- **Bid Set Repackaging (CD Phase)**
  - **Schedule:** Design team completes effort by Friday, March 31, 2023 (4 weeks).
    - Design team transmits repackaged set to client and to third-party building plan check team. Third-party plan checker anticipates their plan review to be complete in about 2 weeks.
  - **Process:** Client/CM will provide one set of review comments only. Process does not include progress sets. Design team will work through any plan check comments via a "back check" meeting to reduce duration of final plan approval. Design team will also transmit repackaged set to utility companies and Public Works Dept. during this period.
  - **Fee:** Fixed Fee of $71,750
- **Value Engineering (CD Phase)**
  - **Schedule:** Design team provides list of VE items by Wednesday, March 8, 2023 (2 weeks). Client approves items for design/drawing revisions by Friday, March 10, 2023 (2 days).

        - Design team completes VE effort by Friday, March 31, 2023 (3 weeks) and includes in repackaged set (above).
    - **Fee:** Hourly Not to Exceed Fee of $24,000

- **Rebid of Repackaged Set (Bid Phase)**
    - **Schedule:** Design team supports rebid of project which is anticipated to take approximately 60 calendar days from May 1, 2023 to the end of June 2023.
    - **Fee:** Fixed Fee of $48,800
        - **Note:** This represents the previously established bid phase fee for the Phase 2 scope of work only. Reminder that the overall bid phase fee was previously broken up as 20% Phase 1 site work and 80% Phase 2 buildng and remaining site work. The additional fixed fee above represents the 80% portion of the bid phase fee minus an additional good-faith fee reduction of 10%.

**FEE ADJUSTMENT**

| Services | Current *(Includes Amendments 1-5)* | Adjustments | Revised |
|---|---|---|---|
| Programming & Concept Design | $ 372,030.00 | - | $ 372,030.00 |
| Schematic Design | $ 655,750.00 | - | $ 655,750.00 |
| Design Development | $ 1,234,062.00 | - | $ 1,234,062.00 |
| Construction Documents | $ 1,385,979.00 | - | $ 1,385,979.00 |
| Agency Review | $ 205,705.00 | - | $ 205,705.00 |
| Bid Support | $ 67,889.00 | - | $ 67,889.00 |
| Construction Administration (20%) | $ 171,085.60 | - | $ 171,085.60 |
| Construction Administration (80%) | $ 684,342.40 | | $ 684,342.40 |
| Add Service 01: LEED IP | $ 8,800.00 | - | $ 8,800.00 |
| Add Service 02: Repackage/Rebid/VE | - | $ 144,550.00 | $ 144,550.00 |
| **TOTALS** | **$ 4,785,643.00** | **$ 144,550.00** | **$ 4,930,193.00** |

**CONTRACT NOTE:**
Other than the revised scope and fees as outlined above, nothing in this additional service is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

Client Date

Print Name/Title

# C-031-2023 Jordan Knighton

Final Audit Report 2023-04-13

| | |
|---|---|
| Created: | 2023-03-20 |
| By: | jo Mcdonough (jmcdonough@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAyT8fFVZe3pDzwFENZ8CGNGA41mr5zIDa |

## "C-031-2023 Jordan Knighton" History

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2023-03-20 - 8:48:55 PM GMT- IP address: 128.92.136.146

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2023-03-20 - 8:50:04 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-03-20 - 9:20:07 PM GMT- IP address: 104.47.65.254

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-03-20 - 9:20:28 PM GMT - Time Source: server- IP address: 128.92.136.146

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2023-03-20 - 9:35:17 PM GMT- IP address: 104.47.65.254

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-03-20 - 9:35:30 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to cbass@cityofslt.us for signature
2023-03-20 - 9:35:32 PM GMT

Email viewed by cbass@cityofslt.us
2023-04-06 - 6:01:45 PM GMT- IP address: 104.187.236.105

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2023-04-06 - 6:02:32 PM GMT- IP address: 104.187.236.105

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2023-04-06 - 6:02:34 PM GMT - Time Source: server- IP address: 104.187.236.105

Adobe Acrobat Sign

Document emailed to jordan@jkaedesign.com for signature
2023-04-06 - 6:02:35 PM GMT

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2023-04-06 - 6:34:30 PM GMT- IP address: 104.47.74.126

Email viewed by jordan@jkaedesign.com
2023-04-13 - 10:10:45 PM GMT- IP address: 104.47.73.126

Signer jordan@jkaedesign.com entered name at signing as Jordan Knighton
2023-04-13 - 10:11:38 PM GMT- IP address: 152.44.155.154

Document e-signed by Jordan Knighton (jordan@jkaedesign.com)
Signature Date: 2023-04-13 - 10:11:40 PM GMT - Time Source: server- IP address: 152.44.155.154

Agreement completed.
2023-04-13 - 10:11:40 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Adobe Acrobat Sign

# Amendment No. 7 to Professional Services Agreement with JK Architecture Engineering

The Professional Services Agreement C-084-2020 entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architecture Engineering (JKAE)** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 007** to the Agreement.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with these **Amendment No. 7** by the sum of **$108,920** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$4,951,383** plus the additional fee of **$108,920** for an amended total fee of **$5,060,303** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

**CITY OF SOUTH LAKE TAHOE**

By: Tamara Wallace (Dec 12, 2024 11:46 PST)
Tamara Wallace,Mayor

**CONSULTANT**

By: Chris Vicencio (Dec 13, 2024 09:03 PST)
Chris Vicencio, JKAE
Business License # 008282

**APPROVED AS TO FORM:**

Heather Stroud (Dec 12, 2024 11:34 PST)
Heather Stroud, City Attorney

**ATTEST:**

Susan Blankenship (Dec 12, 2024 11:02 PST)
Susan Blankenship, City Clerk

JKAE
architecture + interiors + engineering

# Exhibit A

# Amendment 7

## LETTER OF AUTHORIZATION
## Task 1 – STPUD Survey

| | | | |
|---|---|---|---|
| **CLIENT:** | City of South Lake Tahoe | **DATE:** | September 16, 2024 |
| **ATTN:** | Ricky Riddle | **PROJECT:** | 20-370 Recreation Swim Complex |

**PROJECT AMENDMENT:**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

**Task 1 – STPUD Survey**
Scope: Surveyor (Psomas) to perform survey of domestic water point of connection point in Highway 50 right of way. Formal survey proposal to follow as backup and JKAE will forward to City of South Lake Tahoe. See Exhibit A for general overview of survey area to be performed by Psomas.

Traffic Control Note: Psomas does not anticipate the need for a traffic control plan. Psomas anticipates using cones for safety purposes and will try to avoid blocking traffic or adjusting traffic flow. Should a formal plan or additional permit submittal be required, City of South Lake Tahoe will be responsible for those efforts or will request an additional service from surveyor through JKAE.

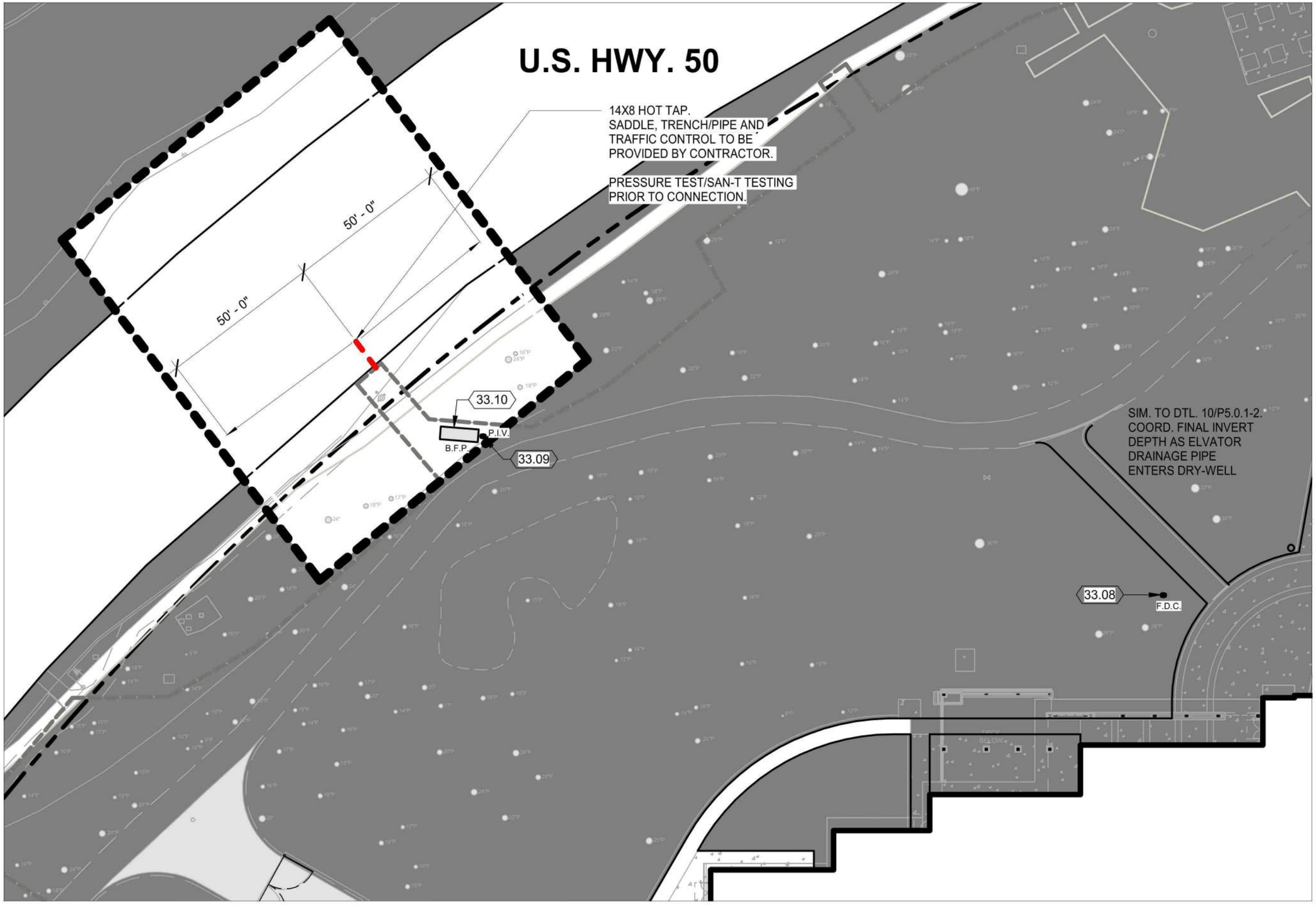
Schedule: In the interest of time, JKAE requests a quick turnaround of this proposal approval by the City of South Lake Tahoe as the Survey (Psomas) will need several weeks to schedule.

Based upon this additional effort we estimate that our contract amount shall be modified as follows:

| Estimated Fee: | |
|---|---|
| Psomas: | $ 6,400.00 |
| JKAE (Coordination): | $ 640.00 |
| **Total T&M (Est. Maximum):** | **$ 7,040.00** |

| Surveyor Estimated Budget: | |
|---|---|
| PM/PLS Coordination: | $ 680.00 |
| Field Crew 1 Extended Day: | $ 3,500.00 |
| CAD Mapping: | $ 1,620.00 |
| **Estimate:** | **$ 5,800.00** |
| 10% Contingency: | $ 600.00 |
| **Total Estimated Fee:** | **$ 6,400.00** |

**Budget Note:** The above budget is not a Fixed or Not to Exceed Fee. Should actual survey based on field conditions require additional survey extents or time, JKAE will ask for written justification from Psomas for City of South Lake Tahoe review and approval.




1 SITE PLAN - OVERALL - NEW SURVEY SCOPING PLAN
1" = 30'-0"

EXHIBIT A

JKAE
architecture + interiors + engineering

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

CSLT Project. No.: 0160018-BN2
WDID No. / App. I.D.: 6A09LT000120-551577

DATE: 08/26/24
JOB NO: 20-370
SHEET REF: A1.0.1-2

EXHIBIT A

C-3 12-2024

JKAE
architecture + interiors + engineering

# LETTER OF AUTHORIZATION
## Task 2 – AV Design Services

| | | | |
|---|---|---|---|
| **CLIENT:** | City of South Lake Tahoe | **DATE:** | October 21, 2024 |
| **ATTN:** | Ricky Riddle | **PROJECT:** | 20-370 Recreation Swim Complex |

**PROJECT AMENDMENT:**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Task 2 – AV Design Services
Client has requested a proposal to add AV capabilities to the Gymnasium and Event Space. JKAE and its Consultant team will begin by analyzing the optimal size, number, and placement of screens, ensuring their orientation maximizes visibility based on the audience size and location, which will be coordinated with the Client.

- Electrical & AV Design: We will evaluate the placement of one large screen, oriented north/south along the eastern end of the room versus a smaller screen positioned east of the proposed athletic demising curtain, with an additional option for two screens. The optimal height and viewing angles will also be determined to enhance the audience's experience. Electrical and AV conduits, as well as controls, will be routed or located at the existing switch banks if feasible. A flush floor conduit will be installed for a lecture podium, and all necessary equipment, including the screen, projector, and control system, will be specified as part of this design. For the event space, re-evaluate current design for best viewing. Review speaker and projection equipment with client and coordinate any changes to specification.

- Structural Engineering: The structural design will address the necessary structural support, including brackets and bracing for screens and mounting for the projector. AV controls and the equipment will be designed to be mobile, allowing them to be easily moved when needed. Existing drawings will be updated to include the exact height, lateral positioning, and deployment of the equipment, ensuring compatibility with existing joists, framing, and basketball hoops.

- Mechanical Engineering: The currently designed ducting system will be carefully evaluated to avoid any interference with the screens, ensuring the new design is optimized to prevent unwanted airflow from affecting the screens' stability and performance. For the event space, coordinate mechanical equipment around preferred AV alignment.

- Architecture: Architectural Design will include a specification of a compatible podium, necessary storage for all elements, coordination with the overall layout and design. JKAE and BRS will coordinate necessary meetings between designers, contractors, and trade partners to appropriate scoping, pricing, planning and execution. Execution includes permitting and construction administrative activities associated with accommodating this change. For the event space, re-evaluate current design for best viewing.

Upon approval, the Consultant team will design and produce a schematic set of drawings that will delineate the scope for the contractor to price. Upon review of contractor pricing, client will review and decide if scope will move forward. Any unforeseen additions to this scope will require additional fee.

| | |
|---|---|
| Architecture, JKAE | $9,400.00 |
| Specialty Architecture, BRS | $5,000.00 |
| Structural, Buehler | $12,000.00 |
| Electrical, The Engineering Enterprise | $8,700.00 |
| Mechanical, Capital | $1,600.00 |
| **TOTAL FIXED FEE** | **$36,700.00** |

JKAE
architecture + interiors + engineering

# LETTER OF AUTHORIZATION
## Task 3 – Client Requested Changes

| | | | |
|---|---|---|---|
| **CLIENT:** | City of South Lake Tahoe | **DATE:** | October 23, 2024 |
| **ATTN:** | Ricky Riddle | **PROJECT:** | 20-370 Recreation Swim Complex |

**PROJECT AMENDMENT:**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Task 3 – Client Requested Changes
Client wishes to direct JKAE & Design Team to implement minor client-directed design changes. This additional service is meant to provide the design team with an extended budget to allow for these changes to occur without delay.

**TIME & MATERIALS FEE $50,000.00**

Note that design changes in excess of the $50,000 estimated maximum will be tracked as separate additional services in which JKAE will provide a separate proposal. JKAE will not proceed beyond the $50,000 estimated maximum without prior Client written authorization.

JKAE
architecture + interiors + engineering

# LETTER OF AUTHORIZATION
## Task 4– Metal Roof Deck Plumbing Support

| | | | |
|---|---|---|---|
| **CLIENT:** | City of South Lake Tahoe | **DATE:** | October 25, 2024 |
| **ATTN:** | Ricky Riddle | **PROJECT:** | 20-370 Recreation Swim Complex |

**PROJECT AMENDMENT:**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Task 4 – Metal Roof Deck Plumbing Support
The General Contractor has requested Buehler Engineering to review the capacity of the metal roof deck to be able to support plumbing systems directly from the deck. The desire is to be able to eliminate the added miscellaneous steel currently supporting the plumbing distribution system. The General Contractor will provide plumbing system hanger plans (PDF and CAD/Revit) with the hanger reactions noted for review. Buehler's scope of work will include the following:

- Attend three meetings with the contracting team.
- Coordination with the plumbing contractor.
- Review of the hanging loads.
- Provide structural calculations to validate the deck capacity.
- Review of plumbing hanger to metal deck connection details.

| | | |
|---|---|---|
| Structural Engineering, Buehler | | $8,800.00 |
| JKAE-Coordination | | $880.00 |
| **Task 4** | **FIXED FEE** | **$9,680.00** |

JKAE
architecture + interiors + engineering

# LETTER OF AUTHORIZATION
## Task 5 – LEED Submittal Reviews

| | | | |
|---|---|---|---|
| **CLIENT:** | City of South Lake Tahoe | **DATE:** | November 13, 2024 |
| **ATTN:** | Ricky Riddle | **PROJECT:** | 20-370 Recreation Swim Complex |

**PROJECT AMENDMENT:**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Task 5 – Metal Roof Deck Plumbing Support

The LEED submittal review time and budget allocation was exceeded due to multiple re-reviews of previous LEED submittals. These re-reviews necessitated additional coordination meetings/calls to resolve:

- Additional time (estimated at 20 hours) to review the remaining LEED submittals
- Up to three additional one-hour virtual LEED CA coordination meetings
- JKAE review and processing of these remaining LEED submittals

| | |
|---|---|
| LEED Additional Submittal Reviews/Meetings, Mead & Hunt | $5,500.00 |
| **FIXED FEE** | **$5,500.00** |

# C-312-2024 JKAE Amendment 7

Final Audit Report 2024-12-13

| | |
|---|---|
| Created: | 2024-12-12 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4gJijKRoWzB3z_voe7hDljVwtIFV3n2s |

## "C-312-2024 JKAE Amendment 7" History

Document created by Michelle Davis (medavis@cityofslt.us)
2024-12-12 - 6:59:57 PM GMT

Document emailed to Susan Blankenship (sblankenship@cityofslt.us) for signature
2024-12-12 - 7:00:10 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.us)
2024-12-12 - 7:01:49 PM GMT

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Signature Date: 2024-12-12 - 7:02:00 PM GMT - Time Source: server

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2024-12-12 - 7:02:02 PM GMT

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2024-12-12 - 7:34:38 PM GMT

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2024-12-12 - 7:34:51 PM GMT - Time Source: server

Document emailed to Tamara Wallace (twallace@cityofslt.us) for signature
2024-12-12 - 7:34:54 PM GMT

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2024-12-12 - 7:45:54 PM GMT

Document e-signed by Tamara Wallace (twallace@cityofslt.us)
Signature Date: 2024-12-12 - 7:46:07 PM GMT - Time Source: server

Document emailed to Chris Vicencio (chris@jkaedesign.com) for signature
2024-12-12 - 7:46:09 PM GMT

Email viewed by Chris Vicencio (chris@jkaedesign.com)
2024-12-13 - 5:02:58 PM GMT

Document e-signed by Chris Vicencio (chris@jkaedesign.com)
Signature Date: 2024-12-13 - 5:03:32 PM GMT - Time Source: server

Agreement completed.
2024-12-13 - 5:03:32 PM GMT

# AMENDMENT 8 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement C-084-2020 entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architectural Engineering (JKAE)** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 008** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than October 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by October 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 8** by the sum of **$50,000** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$5,060,303** plus the additional fee of **$50,000** for an amended total fee of **$5,110,303** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

**CITY OF SOUTH LAKE TAHOE**

By: Cody Bass
Cody Bass (Sep 22, 2025 09:31:34 PDT)
Cody Bass, Mayor Pro Tem

**CONSULTANT**

By: Chris Vicencio
Chris Vicencio (Oct 8, 2025 13:29:24 PDT)
Chris Vicencio
Partner JKAE
Business License # 008282

**APPROVED AS TO FORM:**

Heather Stroud (Sep 17, 2025 16:32:30 PDT)
Heather Stroud, City Attorney

**ATTEST:**

Susan Blankenship (Sep 17, 2025 16:04:00 PDT)
Susan Blankenship, City Clerk

CITY SEAL:

JKAE
architecture + interiors + engineering

# LETTER OF AUTHORIZATION
## Amendment 08 – Client Requested Changes

| | | | |
|---|---|---|---|
| **CLIENT:** | City of South Lake Tahoe | **DATE:** | May 14, 2025 |
| **ATTN:** | Ricky Riddle | **PROJECT:** | 20-370 Recreation Swim Complex |

**PROJECT AMENDMENT:**
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Amendment 09 – Client Requested Changes
Client wishes to direct JKAE & Design Team to implement minor client-directed design changes. This additional service is meant to provide the design team with an extended budget to allow for these changes to occur without delay.

| | |
|---|---|
| BULLETIN 10 - FIRE AND GAS UTILITY PLAN UPDATES | $15,000.00 |
| CONTINUED COORDINATION OF CLIENT CHANGES IN AMENDMENT 07<br>Bulletin 16 – Lobby Stair Storage (Additional Scope from Climbing Wall)<br>Bulletin 17 – Outdoor Storage Area<br>Bulletin 18 – Structural Engineering for AV Enhancements<br>Bulletin 19 – Climbing Wall Coordination with Vendor | $25,000.00 |
| ADDITIONAL CLIENT REQUESTED CHANGES:<br>Bulletin 20 – Addition Of Hydronic- Ready Infrastructure<br>Bulletin 21 – Donor Brick Wall Coordination | $10,000.00 |
| **AMENDMENT 08 TIME & MATERIALS FEE** | **$50,000.00** |

Note that design changes in excess of the $50,000 estimated maximum will be tracked as separate additional services in which JKAE will provide a separate proposal. JKAE will not proceed beyond the $50,000 estimated maximum without prior Client written authorization.

Please acknowledge your acceptance of this Letter of Authorization with your signature below and return via email.

Sincerely:
JKAE

Patrick Sheehan, Project Manager

Chris Vicencio, Partner, C 26985

Approved:

Cody Bass — Sept 22, 2025
Cody Bass (Sep 22, 2025 09:31:34 PDT)
Client — Date

Cody Bass — Mayor Pro-Tem
Print Name / Title

# C-201-2025 Jordan Knighton Amendment 8

Final Audit Report 2025-10-08

| | |
|---|---|
| Created: | 2025-09-17 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAFgthwdTfPVAP36jkOaEa0ei-NVDluT_K |

## "C-201-2025 Jordan Knighton Amendment 8" History

Document created by Michelle Davis (medavis@cityofslt.us)
2025-09-17 - 10:55:31 PM GMT

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2025-09-17 - 10:55:35 PM GMT

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2025-09-17 - 11:03:47 PM GMT

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Signature Date: 2025-09-17 - 11:04:00 PM GMT - Time Source: server

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2025-09-17 - 11:04:02 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2025-09-17 - 11:32:10 PM GMT

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Signature Date: 2025-09-17 - 11:32:30 PM GMT - Time Source: server

Document emailed to cbass@cityofslt.us for signature
2025-09-17 - 11:32:31 PM GMT

Email viewed by cbass@cityofslt.us
2025-09-22 - 4:30:23 PM GMT

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2025-09-22 - 4:31:32 PM GMT

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2025-09-22 - 4:31:34 PM GMT - Time Source: server

Document emailed to Chris Vicencio (chris@jkaedesign.com) for signature
2025-09-22 - 4:31:36 PM GMT

Email viewed by Chris Vicencio (chris@jkaedesign.com)
2025-09-29 - 9:03:57 PM GMT

Email viewed by Chris Vicencio (chris@jkaedesign.com)
2025-10-06 - 11:32:04 PM GMT

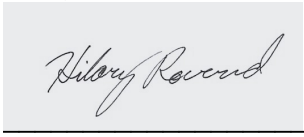
Document e-signed by Chris Vicencio (chris@jkaedesign.com)
Signature Date: 2025-10-08 - 8:29:24 PM GMT - Time Source: server

Agreement completed.
2025-10-08 - 8:29:24 PM GMT

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**8

**Agenda Item:** Ratification of Amendment No.1 to Agreement with NOVA Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (UES) for Special Inspection Services at the Multigenerational Recreation & Aquatics Center

**Executive Summary:** Phase 2 construction sequence has been in progress since May 2024. Third Party Special inspection services are required by the California Building Code for specified items within construction projects. The funding was appropriated and professional services contract executed for these required services with UES for the Rec Center project. Due to the total time encumbrance and special inspection items that were not originally included in the consultant's scope, staff is recommending approval of Amendment 1 to the Professional Services Agreement with NOVA Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (UES) for an additional $70,026.26 to cover additional special inspection services required at the Rec Center for a total not-to-exceed amount of $400,465.75.Â  Staff proposes utilizing the already approved construction contingency funds for this work.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to execute Ratification of Amendment No. 1 to Agreement with NOVA Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (UES) for an additional $70,026.26 to cover additional special inspection services at the Multigenerational Recreation & Aquatics Center for a total not-to-exceed amount of $400,465.75.

**Responsible Staff Member:** Ricky Riddle, Construction Manager/Facilities Program Manage

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

**Attachments:**

01-Staff Report - UES-Amendment No. 1.docx
02-Ratification of Amendment 1 to Agreement with UES.doc
03-Exhibit A to Amendment No 1 to Agreement (2).pdf
04-Original PSA and Resolution.pdf

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

## Meeting Date: March 24, 2026

**Title: Approval of Amendment 1 to Professional Services Agreement for Special Inspection Services with NOVA Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (UES)**

**Location:** 1100 Rufus Allen Boulevard, South Lake Tahoe, CA

**Responsible Staff Member:** Ricky Riddle, Construction Manager/Facilities Program Manager

**Background:** On November 7th, 2023, the City entered into the Agreement with UES to provide special inspection services for the City of South Lake Tahoe Multi-generational recreation and aquatics center.

The Specialty Inspection and Testing services represent the owner's interest and provides oversight over inspection of various components for the project, and work in tandem with the Building Official for acceptance of various components of the project. They provide daily reports, as well as weekly and monthly reports to the Building Official and test various components of the project.

Staff released a Request for Proposal Proposals (RFP) to the public on September 7, 2023.

Two hundred fifty-three (253) firms specializing in inspection and construction management services were electronically notified through Planet Bids. A pre-proposal meeting was conducted on September 18, 2023. Seven firms registered as bidders and downloaded the RFQP documents. The Department of Public Works received two (2) electronic submittals on October 2, 2023.

All submittals received were distributed to the three (3) City's evaluation team members, including City's Building Official, Resident Engineer and Finance Department. Each one of the team members evaluated and then numerically scored each proposal based on the criteria outlined in the RFP. The scores of all three evaluators were then added to achieve a cumulative score for each submittal.

Based on the scoring NOVA Geotechnical and Inspection Services – Northern Nevada, LLC d/b/a Universal Engineering Sciences (UES) was the top ranked firm for a not-to-exceed amount of $330,445.49.

**Issue and Discussion:** During phase 2 construction activities additional scope was inspected/reported upon by UES without a contract amendment in place. The scope of services was necessary for the successful implementation of the project. However, the consultant did not request additional funds in time to execute an amendment prior to the work being performed. The

term of service per the original PSA has expired as of February 28th, 2026. The scope of services for specialty inspection services has now been completed.

The additional scope of services are shown below and included in attachment – Exhibit A

- Structural Steel Welding – Shop Inspections
- Precast Concrete Panels – Shop Inspections
- Additional Fireproofing Inspections

The total proposal for this scope of work is $70,020.26. This exceeds the previous estimate of 20% contingency. All hours and scopes of service have been validated by staff.

**Financial Implications:**

The additional services total $70,026.26. Staff recommends funding the additional services utilizing the available 5% contingency balance in the Rec Center project account. The Construction contingency allocated by resolution 2023-073 with Roebbelen Contracting Inc. and by the bond proceeds reconciliation resolution 2023-086 was $3,392,555. To date, construction contingency usage will total $2,983,063.81 if the amendments for UES, JKAE and SierraCon are approved as Staff recommends. The remaining $159,491.19 will be utilized for construction cost change orders as needed through final completion.

- Original construction contingency of $3,392,555.
- Construction contingency use of $2,983,063 to date.
- Estimated $159,491.19 remaining after contract amendments with SierraCon, JKAE, and UES

**Environmental Considerations:**

California Environmental Quality Act (CEQA) negative declaration documents for the 56 Acre Master Plan and the Recreation and Aquatics Center were approved by the State Clearing House (file #2021120206) and the Notice of Determination filed with the El Dorado County Clerk on 1/19/2022.

**Policy Implications:**

The Rec Center project is consistent with the following Strategic Plan, General Plan, Community Plan and Recreation Plan documents:

Strategic Plan 7.1 – Recreation and Equitable Access for All

1. Complete the new Recreation and Swim Complex and in the meantime, maintain the current complex for resident use.

General Plan Policy LU-3.2: Neighborhood and Recreation Connectivity. The City shall improve connections and access to a wide range of recreational opportunities, which will improve the quality of life of residents and visitors.

General Plan Policy LU-8.1: Mountain Architectural Theme. The City shall promote the use of a “mountain” architectural theme in all new and remodeled developments. Mountain architecture features the use of pitched roofs, natural colors, and natural material such as rock and wood.

General Plan Policy LU-8.2: Native Plant Use. The City shall require the most environmentally efficient and attractive landscaping at all City-owned public buildings and encourage their use and maintenance on private property.

General Plan Policy LU-9.1: Sustainable Construction Methods. The City shall promote the use of “green” and sustainable construction in new housing units, commercial developments, and mixed-use centers.

General Plan Policy LU-11.3: Equitable Distribution of New Public Facilities and Services. The City shall plan for the equitable distribution and use of new and upgraded public facilities and services that increase and enhance the entire community’s quality of life.

General Plan Policy LU-11.4: Quality of Life for all Age Groups. The City shall develop a strategy to provide amenities and facilities that support a high quality of life for all age groups.

General Plan Policy ED-1.10: Expanding Events and Entertainment Opportunities. The City shall encourage the sponsors of sporting events, festivals, parades, international competitions, and entertainment shows to hold events at public (e.g., Parks and Recreation facilities, roads, or public lands) and private facilities in South Lake Tahoe, particularly during off-season (Spring and Fall). The City shall also participate in community organizations specifically formed for this purpose (e.g., Sports Commission).

General Plan Policy PQP-8.4: Coordination with Utility Providers. The City shall coordinate with gas and electricity service providers to site and design gas and electric systems to minimize environmental, aesthetic, and safety impacts to existing and future residents.

General Plan Policy PQP-10.1: Social Activity Centers. The City shall design new community centers and other types of public facilities as social activity centers.

General Plan Policy PQP-10.2: Energy Efficiency in City Buildings and Facilities. The City shall incorporate energy efficiency standards into all City-owned.

# RATIFICATION OF AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement C-233-2020 entered on November 7th, 2023, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **NOVA Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (UES)** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated November 7th, 2023, this Amendment to the Agreement adds the work described within **Exhibit A**, attached hereto and incorporated herein by reference. The Professional Service Agreement is hereby amended to include the additional fees and compensation included with **Exhibit A** of this Amendment 1.

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 April 30, 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by April 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 **$70,026.26** as described within Exhibit A attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of $330,445.49 plus the additional fee of $$70,026.26 for an amended total fee of **$400,465.75** 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

**CONSULTANT**

By: _____
Caitlyn Jelle, PE, CEM
UES - Reno Branch Manager
Business License # 013644

**APPROVED AS TO FORM:**

_____
Heather Stroud, City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

CITY SEAL:

Universal Engineering Sciences (UES)
6995 Sierra Center Parkway
Reno, NV 89511
p. 775.829.2245 | TeamUES.com

January 15, 2026

City of South Lake Tahoe
1740 D Street
South Lake Tahoe, California 96150
**Attention:** Mr. Ricky Riddle

**Re:** **Change Order for Additional Special Inspections and Materials Testing Services**
South Lake Tahoe Recreation and Aquatics Center
1150 Rufus Allen Blvd.
South Lake Tahoe, California 96150

Nova Geotechnical and Inspection Services – Northern Nevada, LLC DBA Universal Engineering Sciences (UES) is pleased to present this Change Order for the cost of additional but necessary special inspections and materials testing services performed beyond the scope of our original proposal for the above referenced project. Our preparation for this Change Order is based on the following:

**Shop Welding:**
UES was informed initially that shop welding would not be required. Subsequently we were enlisted to perform shop welding and U.T. testing at the engineer's request.

**Precast Panel Testing and Inspection**
Our proposal for the time required to perform these inspections and testing at the precast facility was based on UES assumptions for the number of panels produced per day. Facility location and shop drawings were not provided. Subsequently additional time was required to complete this task.

**Fireproofing**
After consulting with our Special Inspector, we anticipate an additional 35 Hrs. to complete replacement, patching and repair of the fireproofing element.

| Item | Cost |
|---|---|
| Structural Steel Welding – Shop Inspections | $35,500.00 |
| Precast Concrete Panels – Shop Inspections | $19,400.00 |
| Additional Fireproofing Inspections | $5,075.00 |
| Additional Misc Testing - Backup Included | $10,051.26 |
| **Total Change Order** | ~~**$59,975.00**~~ $70,026.26 |

~~**ESTIMATE TO COMPLETE**~~

~~Remaining original items include:~~

- ~~Civil Site work – sidewalks, C&G, AC Paving etc.~~ $48,560.00
- ~~Utilities (remaining)~~ $ 9,062.50
- ~~Misc Concrete~~ $7,000.00

~~**Total** **$64,622.50**~~

Universal Engineering Sciences (UES)
6995 Sierra Center Parkway
Reno, NV 89511
p. 775.829.2245 | TeamUES.com

**CLOSURE**

We appreciate the opportunity of submitting this Change Order. Upon written or electronic acceptance of the cost and scope included herein, this Change Order will serve as an amendment to the existing AGREEMENT FOR PROFESSIONAL SERVICES entered into on November 7, 2023 between CITY OF SOUTH LAKE TAHOE and NOVA GEOTECHNICAL AND INSPECTION SERVICES – NORTHERN NEVADA, LLC DBA UNIVERSAL ENGINEERING SCIENCES, the terms of which will be incorporated into this Change Order upon acceptance from CITY of SOUTH LAKE TAHOE.

Sincerely,
**UES**

William W. Freixas
Manager

Ryan Defilippi, E.I., NV C.E.M. Senior Project
Business Development N. Nevada

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE:_____ (signature)

Printed Name:_____ Title:_____

Date Accepted:_____

Client Business Name:_____

Billing Address:_____

Telephone:_____ E-mail:_____

6995 Sierra Center Parkway, Reno, NV 89511 | p 775-829-2245

**INVOICE**

Please Make Payable to: Universal Engineering Sciences
Remit to: P.O. Box 735411, Chicago, IL 60673-5411
Billing questions contact: Arwest@teamues.com

January 29, 2025
Project: No: 4110.2300060.0000
Invoice No: 00899124

**TERMS: Net 30 Days**
We accept American Express, Visa
Master Card, Discover, and ACH
3% charge for credit card payments

Mr. Richard Riddle
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Project: 4110.2300060.0000 Tahoe Recreation & Aquatic Ctr-CA NCPW 8
Location: 1150 Rufus Allen Blvd
South Lake Tahoe, CA 96150

**Professional Services through January 26, 2025**

| | | | | | |
|---|---|---|---|---|---|
| Phase | 4110 | CMT | | | |
| Task | 0005 | Structural Inspections | | | |
| **Consultants** | | | | | |
| Reimbursable ODC - Subcontractor costs | | | | | |
| 1/9/2025 | Construction Materials Engineers, Inc. | 17146 | | 1,293.75 | |
| | **Total Consultants** | | | **1,293.75** | **1,293.75** |
| **Unit Billing** | | | | | |
| Fireproofing Test - Oven Dry Density | | | | | |
| 12/22/2024 | | | 1.0 Each @ 50.00 | 50.00 | |
| 1/5/2025 | | | 3.0 Each @ 50.00 | 150.00 | |
| 1/19/2025 | | | 1.0 Each @ 50.00 | 50.00 | |
| ICC Special Inspector | | | | | |
| | | | 76.0 Hours @ 145.00 | 11,020.00 | |
| | **Total Units** | | | **11,270.00** | **11,270.00** |
| | | | **Total this Task** | | **$12,563.75** |
| Task | 0006 | Project Managment and Admin | | | |
| **Unit Billing** | | | | | |
| Admin Clerical | | | | | |
| | | | 0.5 Hours @ 70.00 | 35.00 | |
| Lead Project Manager/Engineer | | | | | |
| | | | 12.75 Hours @ 175.00 | 2,231.25 | |
| | **Total Units** | | | **2,266.25** | **2,266.25** |
| | | | **Total this Task** | | **$2,266.25** |
| | | | **Total this Invoice** | | **$14,830.00** |

| Project | 4110.2300060.0000 | Tahoe Recreation & Aquatic Ctr-CA NCPW 8 | Invoice | 00899124 |
|---|---|---|---|---|

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 00874731 | 10/31/2024 | 85,641.00 |
| 00880747 | 11/29/2024 | 18,520.50 |
| 00891000 | 12/29/2024 | 21,822.00 |
| **Total** | | **125,983.50** |

**Total Now Due** **$140,813.50**

6995 Sierra Center Parkway, Reno, NV 89511 | p 775-829-2245

**INVOICE**

Please Make Payable to: Universal Engineering Sciences
Remit to: P.O. Box 735411, Chicago, IL 60673-5411
Billing questions contact: Arwest@teamues.com

March 28, 2025
Project: No: 4110.2300060.0000
Invoice No: 00913549

**TERMS: Net 30 Days**
We accept American Express, Visa
Master Card, Discover, and ACH
3% charge for credit card payments

Mr. Richard Riddle
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Project: 4110.2300060.0000 Tahoe Recreation & Aquatic Ctr-CA NCPW 8
Location: 1150 Rufus Allen Blvd
South Lake Tahoe, CA 96150

**Professional Services through March 16, 2025**

| | | | | | |
|---|---|---|---|---|---|
| Phase | 4110 | CMT | | | |
| Task | 0005 | Structural Inspections | | | |
| **Unit Billing** | | | | | |
| Concrete Compression Test, ASTM C394" | | | | | |
| | | | 10.0 Each @ 23.00 | 230.00 | |
| Fireproofing Test - Oven Dry Density | | | | | |
| 2/2/2025 | | | 1.0 Each @ 50.00 | 50.00 | |
| 3/2/2025 | | | 1.0 Each @ 50.00 | 50.00 | |
| ICC Special Inspector | | | | | |
| | | | 37.5 Hours @ 145.00 | 5,437.50 | |
| | **Total Units** | | | **5,767.50** | **5,767.50** |
| | | | **Total this Task** | | **$5,767.50** |

| | | | | | |
|---|---|---|---|---|---|
| Task | 0006 | Project Managment and Admin | | | |
| **Unit Billing** | | | | | |
| Admin Clerical | | | | | |
| | | | 2.75 Hours @ 70.00 | 192.50 | |
| Lead Project Manager/Engineer | | | | | |
| | | | 8.75 Hours @ 175.00 | 1,531.25 | |
| | **Total Units** | | | **1,723.75** | **1,723.75** |
| | | | **Total this Task** | | **$1,723.75** |

**Total this Invoice** **$7,491.25**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 00880747 | 11/29/2024 | 18,520.50 |
| 00891000 | 12/29/2024 | 21,822.00 |

| Project | 4110.2300060.0000 | Tahoe Recreation & Aquatic Ctr-CA NCPW 8 | | | Invoice | 00913549 |
|---|---|---|---|---|---|---|
| | 00899124 | 1/29/2025 | 14,830.00 | | | |
| | **Total** | | **55,172.50** | | | |
| | | | | **Total Now Due** | | **$62,663.75** |

6995 Sierra Center Parkway, Reno, NV 89511

**INVOICE**

Please Make Payable To: UES Professional Solutions 30, LLC
Remit To: PO BOX 735409, Chicago, IL 60673-5409
Billing Questions Contact: arwest@universalengineering.com

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

Invoice Date: May 1, 2025
Project Number: A23173.00041.000
Invoice Number: 0312500042
PO Number:

**TERMS: Net 30 Days**
We accept American Express, Visa
Master Card, Discover, and ACH
3.00% charge for credit card payments

Project A23173.00041.000 Tahoe Recreation & Aquatic Center-California- NCPW 8 4110.2300060.0000

**Location:** 1150 Rufus Allen Blvd
South Lake Tahoe, CA 96150

**Professional Services from March 17, 2025 to April 20, 2025**

Phase 4110 CMT

Task 0005 Structural Inspections

**Unit Billing**

ICC Special Inspector 072407

| | | | |
|---|---|---|---|
| | 8.5 Hours @ 145.00 | 1,232.50 | |
| **Total Units** | | **1,232.50** | **1,232.50** |
| | | **Total this Task** | **$1,232.50** |

Task 0006 Project Managment and Admin

**Unit Billing**

Lead Project Manager/Engineer

| | | | |
|---|---|---|---|
| | 10.0 Hours @ 175.00 | 1,750.00 | |

Project Coordinator/Dispatch

| | | | |
|---|---|---|---|
| | 0.75 Hours @ 110.00 | 82.50 | |
| **Total Units** | | **1,832.50** | **1,832.50** |
| | | **Total this Task** | **$1,832.50** |

**Total this Phase** **$3,065.00**

**Total this Invoice** **$3,065.00**

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 0000913549 | 3/28/2025 | 7,491.25 |
| **Total** | | **7,491.25** |

6995 Sierra Center Parkway, Reno, NV 89511

**INVOICE**

Please Make Payable To: UES Professional Solutions 30, LLC
Remit To: PO BOX 735409, Chicago, IL 60673-5409
Billing Questions Contact: arwest@universalengineering.com

City of South Lake Tahoe
1901 Lisa Maloff Way
Suite 210
South Lake Tahoe, CA 96150

Invoice Date: June 27, 2025
Project Number: A23173.00041.000
Invoice Number: 0312500114
PO Number:

**TERMS: Net 30 Days**
We accept ACH and Credit Card
(American Express, Visa, Master Card, Discover)
Where permitted by law, we charge 3.00% for credit card payments

Project A23173.00041.000 Tahoe Recreation & Aquatic Center-California- NCPW 8 4110.2300060.0000

**Location:** 1150 Rufus Allen Blvd
South Lake Tahoe, CA 96150

**Professional Services from May 19, 2025 to June 15, 2025**

Phase 4110 CMT

Task 0003 Site Improvements

**Unit Billing**

| | | | |
|---|---|---|---|
| Field Technician (ACI, Soil, Asphalt) | | | |
| | 89.0 Hours @ 145.00 | 12,905.00 | |
| **Total Units** | | **12,905.00** | **12,905.00** |
| | **Total this Task** | | **$12,905.00** |

Task 0005 Structural Inspections

**Unit Billing**

| | | | |
|---|---|---|---|
| Compression Test - 4" x 8" Grout Cylinde | | | |
| 6/15/2025 | 4.0 Each @ 22.00 | 88.00 | |
| Concrete Compression Test, ASTM C39 718 | | | |
| 6/1/2025 | 15.0 Each @ 23.00 | 345.00 | |
| 6/8/2025 | 20.0 Each @ 23.00 | 460.00 | |
| 6/15/2025 | 10.0 Each @ 23.00 | 230.00 | |
| ICC Special Inspector 072407 | | | |
| | 11.5 Hours @ 145.00 | 1,667.50 | |
| Liquid & Plastic Limit, ASTM D4318 | | | |
| 6/8/2025 | 1.0 Each @ 100.00 | 100.00 | |
| Modified/Density Curve 738 190 | | | |
| 6/8/2025 | 1.0 Each @ 190.00 | 190.00 | |
| Sieve Analysis, Coarse ASTM C136 | | | |
| 6/8/2025 | 1.0 Each @ 85.00 | 85.00 | |
| Welding Inspector (AWS-Certified) | | | |
| | 5.0 Hours @ 145.00 | 725.00 | |
| **Total Units** | | **3,890.50** | **3,890.50** |

| | | | | |
|---|---|---|---|---|
| | | | **Total this Task** | **$3,890.50** |

Task 0006 Project Managment and Admin

**Unit Billing**

| | | | |
|---|---|---|---|
| Lead Project Manager/Engineer | | | |
| | 15.25 Hours @ 175.00 | 2,668.75 | |
| Project Coordinator/Dispatch | | | |
| | 7.25 Hours @ 110.00 | 797.50 | |
| **Total Units** | | **3,466.25** | **3,466.25** |
| | | **Total this Task** | **$3,466.25** |
| | | **Total this Phase** | **$20,261.75** |
| | | **Total this Invoice** | **$20,261.75** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 0000913549 | 3/28/2025 | 7,491.25 |
| 0312500042 | 5/1/2025 | 3,065.00 |
| **Total** | | **10,556.25** |

**P.O. Number**

6995 Sierra Center Parkway, Reno, NV 89511

**INVOICE**

Please Make Payable To: UES Professional Solutions 30, LLC
Remit To: PO BOX 735409, Chicago, IL 60673-5409
Billing Questions Contact: arwest@universalengineering.com

City of South Lake Tahoe
1901 Lisa Maloff Way
Suite 210
South Lake Tahoe, CA 96150

Invoice Date: July 31, 2025
Project Number: A23173.00041.000
Invoice Number: 0312500147
PO Number:

**TERMS: Net 30 Days**
We accept ACH and Credit Card
(American Express, Visa, Master Card, Discover)
Where permitted by law, we charge 3.00% for credit card payments

Project A23173.00041.000 Tahoe Recreation & Aquatic Center-California- NCPW 8 4110.2300060.0000

**Location:** 1150 Rufus Allen Blvd
South Lake Tahoe, CA 96150

**Professional Services from June 23, 2025 to July 20, 2025**

Phase 4110 CMT

Task 0003 Site Improvements

**Unit Billing**

Field Technician (ACI, Soil, Asphalt)

29.0 Hours @ 145.00 4,205.00

**Total Units** **4,205.00** **4,205.00**

**Total this Task** **$4,205.00**

Task 0004 Off-Site Work

**Unit Billing**

Welding Inspector (AWS-Certified)

8.0 Hours @ 145.00 1,160.00

**Total Units** **1,160.00** **1,160.00**

**Total this Task** **$1,160.00**

Task 0005 Structural Inspections

**Unit Billing**

Field Technician (ACI, Soil, Asphalt)

13.0 Hours @ 145.00 1,885.00

ICC Special Inspector 072407

4.0 Hours @ 145.00 580.00

Rebar Bend Test
6/19/2025

3.0 Each @ 30.00 90.00

Reinforcing Steel Tensile Strength to #5

165.00

| Project | A23173.00041.000 | Tahoe Recreation & Aquatic Ctr-CA NCPW 8 | Invoice | 0312500147 |
|---|---|---|---|---|
| Welding Inspector (AWS-Certified) | | | | |
| | | 5.5 Hours @ 145.00 | 797.50 | |
| | **Total Units** | | **3,517.50** | **3,517.50** |
| | | **Total this Task** | | **$3,517.50** |

Task 0006 Project Managment and Admin

**Unit Billing**

| | | | |
|---|---|---|---|
| Admin Clerical | | | |
| | 1.0 Hours @ 70.00 | 70.00 | |
| Assistant Project Manager | | | |
| | 2.25 Hours @ 135.00 | 303.75 | |
| Lead Project Manager/Engineer | | | |
| | 8.0 Hours @ 175.00 | 1,400.00 | |
| Project Coordinator/Dispatch | | | |
| | 10.75 Hours @ 110.00 | 1,182.50 | |
| **Total Units** | | **2,956.25** | **2,956.25** |
| | **Total this Task** | | **$2,956.25** |
| | **Total this Phase** | | **$11,838.75** |
| | **Total this Invoice** | | **$11,838.75** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 0000913549 | 3/28/2025 | 7,491.25 |
| 0312500042 | 5/1/2025 | 3,065.00 |
| 0312500114 | 6/27/2025 | 20,261.75 |
| **Total** | | **30,818.00** |

6995 Sierra Center Parkway, Reno, NV 89511

**INVOICE**

Please Make Payable To: UES Professional Solutions 30, LLC
Remit To: PO BOX 735409, Chicago, IL 60673-5409
Billing Questions Contact: arwest@universalengineering.com

City of South Lake Tahoe
1901 Lisa Maloff Way
Suite 210
South Lake Tahoe, CA 96150

Invoice Date: August 29, 2025
Project Number: A23173.00041.000
Invoice Number: 0312500162
PO Number:

**TERMS: Net 30 Days**
We accept ACH and Credit Card
(American Express, Visa, Master Card, Discover)
Where permitted by law, we charge 3.00% for credit card payments

Project A23173.00041.000 Tahoe Recreation & Aquatic Center-California- NCPW 8 4110.2300060.0000

**Location:** 1150 Rufus Allen Blvd
South Lake Tahoe, CA 96150

**Professional Services from July 21, 2025 to August 17, 2025**

Phase 4110 CMT

Task 0005 Structural Inspections

**Professional Personnel**

| | | Hours | Rate | Amount | |
|---|---|---|---|---|---|
| Sample Pick-Up | | | | | |
| COLOMBE, STEVEN | 8/8/2025 | 3.00 | 145.00 | 435.00 | |
| MAROON, JON | 7/23/2025 | 7.00 | 145.00 | 1,015.00 | |
| TERRA, JONATHAN | 8/1/2025 | 4.00 | 145.00 | 580.00 | |
| ACI Concrete Technician | | | | | |
| CISCO, DANIEL | 7/29/2025 | 11.00 | 145.00 | 1,595.00 | |
| CISCO, DANIEL | 8/14/2025 | 4.00 | 145.00 | 580.00 | |
| ICC Certified Structural Inspector | | | | | |
| CISCO, DANIEL | 7/28/2025 | 6.00 | 145.00 | 870.00 | |
| COLOMBE, STEVEN | 8/11/2025 | 5.00 | 145.00 | 725.00 | |
| Shotcrete Inspection | | | | | |
| CISCO, DANIEL | 7/22/2025 | 6.50 | 145.00 | 942.50 | |
| CISCO, DANIEL | 7/23/2025 | 7.00 | 145.00 | 1,015.00 | |
| COLOMBE, STEVEN | 8/5/2025 | 10.00 | 145.00 | 1,450.00 | |
| COLOMBE, STEVEN | 8/12/2025 | 11.00 | 145.00 | 1,595.00 | |
| COLOMBE, STEVEN | 8/13/2025 | 11.00 | 145.00 | 1,595.00 | |
| LOCKLEAR, TODD | 8/4/2025 | 7.00 | 145.00 | 1,015.00 | |
| LOCKLEAR, TODD | 8/5/2025 | 4.00 | 145.00 | 580.00 | |
| Soils/Asphalt | | | | | |
| MAROON, JON | 8/1/2025 | 5.00 | 145.00 | 725.00 | |
| Totals | | 101.50 | | 14,717.50 | |
| **Total Labor** | | | | | **14,717.50** |

**Unit Billing**

Concrete Compression Test, ASTM C39 2400

| | | |
|---|---|---|
| 5.0 Each @ 30.00 | 150.00 | |
| **Total Units** | **150.00** | **150.00** |
| | **Total this Task** | **$14,867.50** |

Task 0006 Project Managment and Admin

**Professional Personnel**

| | | Hours | Rate | Amount | |
|---|---|---|---|---|---|
| Administrative / Project Administrator | | | | | |
| BEASPAL, SUMIR | 7/21/2025 | .25 | 70.00 | 17.50 | |
| BEASPAL, SUMIR | 7/22/2025 | .25 | 70.00 | 17.50 | |
| BEASPAL, SUMIR | 7/25/2025 | .25 | 70.00 | 17.50 | |
| BEASPAL, SUMIR | 7/28/2025 | .25 | 70.00 | 17.50 | |
| BEASPAL, SUMIR | 8/4/2025 | .25 | 70.00 | 17.50 | |
| BEASPAL, SUMIR | 8/8/2025 | .25 | 70.00 | 17.50 | |
| BEASPAL, SUMIR | 8/11/2025 | .25 | 70.00 | 17.50 | |
| BEASPAL, SUMIR | 8/12/2025 | .25 | 70.00 | 17.50 | |
| DEFILIPPI, CADY | 8/4/2025 | 1.00 | 70.00 | 70.00 | |
| Project Manager | | | | | |
| ELSE, ERIK | 7/21/2025 | .25 | 175.00 | 43.75 | |
| ELSE, ERIK | 7/28/2025 | .25 | 175.00 | 43.75 | |
| FREIXAS, WILLIAM | 8/6/2025 | .50 | 175.00 | 87.50 | |
| HAMPTON, MARK | 7/28/2025 | .50 | 175.00 | 87.50 | |
| Totals | | 4.50 | | 472.50 | |
| **Total Labor** | | | | | **472.50** |
| | | | **Total this Task** | | **$472.50** |
| | | | **Total this Phase** | | **$15,340.00** |
| | | | **Total this Invoice** | | **$15,340.00** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 0000913549 | 3/28/2025 | 7,491.25 |
| 0312500042 | 5/1/2025 | 3,065.00 |
| 0312500114 | 6/27/2025 | 20,261.75 |
| 0312500147 | 7/31/2025 | 11,838.75 |
| **Total** | | **42,656.75** |

6995 Sierra Center Parkway, Reno, NV 89511

**INVOICE**

Please Make Payable To: UES Professional Solutions 30, LLC
Remit To: PO BOX 735409, Chicago, IL 60673-5409
Billing Questions Contact: arwest@universalengineering.com

City of South Lake Tahoe
1901 Lisa Maloff Way
Suite 210
South Lake Tahoe, CA 96150

Invoice Date: September 26, 2025
Project Number: A23173.00041.000
Invoice Number: 0312500205
PO Number:

**TERMS: Net 30 Days**
We accept ACH and Credit Card
(American Express, Visa, Master Card, Discover)
Where permitted by law, we charge 3.00% for credit card payments

Project A23173.00041.000 Tahoe Recreation & Aquatic Center-California- NCPW 8 4110.2300060.0000

**Location:** 1150 Rufus Allen Blvd
South Lake Tahoe, CA 96150

**Professional Services from August 18, 2025 to September 14, 2025**

Phase 4110 CMT

Task 0003 Site Improvements

**Unit Billing**

Field Technician (ACI, Soil, Asphalt)

14.0 Hours @ 145.00 2,030.00

**Total Units** **2,030.00** **2,030.00**

**Total this Task** **$2,030.00**

Task 0005 Structural Inspections

**Unit Billing**

Field Technician (ACI, Soil, Asphalt)

5.0 Hours @ 145.00 725.00

**Total Units** **725.00** **725.00**

**Total this Task** **$725.00**

Task 0006 Project Managment and Admin

**Unit Billing**

Lead Project Manager/Engineer

2.0 Hours @ 175.00 350.00

Project Coordinator/Dispatch

1.5 Hours @ 110.00 165.00

**Total Units** **515.00** **515.00**

**Total this Task** **$515.00**

| Project | A23173.00041.000 | Tahoe Recreation & Aquatic Ctr-CA NCPW 8 | Invoice | 0312500205 |
|---|---|---|---|---|

| | |
|---|---|
| **Total this Phase** | **$3,270.00** |
| **Total this Invoice** | **$3,270.00** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 0000913549 | 3/28/2025 | 7,491.25 |
| 0312500042 | 5/1/2025 | 3,065.00 |
| 0312500114 | 6/27/2025 | 20,261.75 |
| 0312500147 | 7/31/2025 | 11,838.75 |
| 0312500162 | 8/29/2025 | 15,340.00 |
| **Total** | | **57,996.75** |

6995 Sierra Center Parkway, Reno, NV 89511

**INVOICE**

Please Make Payable To: UES Professional Solutions 30, LLC
Remit To: PO BOX 735409, Chicago, IL 60673-5409
Billing Questions Contact: arwest@universalengineering.com

City of South Lake Tahoe
1901 Lisa Maloff Way
Suite 210
South Lake Tahoe, CA 96150

Invoice Date: December 31, 2025
Project Number: A23173.00041.000
Invoice Number: 0312500243
PO Number:

**TERMS: Net 30 Days**
We accept ACH and Credit Card
(American Express, Visa, Master Card, Discover)
Where permitted by law, we charge 3.00% for credit card payments

Project A23173.00041.000 Tahoe Recreation & Aquatic Center-California- NCPW 8 4110.2300060.0000

**Location:** 1150 Rufus Allen Blvd
South Lake Tahoe, CA 96150

**Professional Services from November 17, 2025 to December 14, 2025**

Phase 4110 CMT

Task 0003 Site Improvements

**Unit Billing**

| | | | | |
|---|---|---|---|---|
| Asphalt Moisture Content | | | | |
| 9/15/2025 | R-25-0056 | | 50.00 | |
| Core Compresison Test, ASTM C42 | | | | |
| 9/15/2025 | R-25-0056 | 3.0 Each @ 50.00 | 150.00 | |
| Ignition and Gradation | | | | |
| 9/15/2025 | R-25-0056 | 1.0 Each @ 200.00 | 200.00 | |
| Measured Maximum Specific Gravity of Mix | | | | |
| 9/15/2025 | R-25-0056 | 1.0 Each @ 100.00 | 100.00 | |
| Stability, Flow, and Unit Weight, Marsha | | | | |
| R-25-0056 | | | 200.00 | |
| | **Total Units** | | **700.00** | **700.00** |
| | | **Total this Task** | | **$700.00** |

Task 0005 Structural Inspections

**Unit Billing**

| | | | | |
|---|---|---|---|---|
| Concrete Compression Test, ASTM C394" | | | | |
| | | 5.0 Each @ 23.00 | 115.00 | |
| Welding Inspector (AWS-Certified) | | | | |
| | | 20.5 Hours @ 145.00 | 2,972.50 | |
| | **Total Units** | | **3,087.50** | **3,087.50** |
| | | **Total this Task** | | **$3,087.50** |

Task 0006 Project Managment and Admin

**Unit Billing**

| | | | |
|---|---|---|---|
| Lead Project Manager/Engineer | | | |
| | 0.75 Hours @ 175.00 | 131.25 | |
| Project Coordinator/Dispatch | | | |
| | 1.0 Hours @ 110.00 | 110.00 | |
| **Total Units** | | **241.25** | **241.25** |
| | **Total this Task** | | **$241.25** |
| | **Total this Phase** | | **$4,028.75** |
| | **Total this Invoice** | | **$4,028.75** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 0000913549 | 3/28/2025 | 7,491.25 |
| 0312500042 | 5/1/2025 | 3,065.00 |
| 0312500114 | 6/27/2025 | 20,261.75 |
| 0312500147 | 7/31/2025 | 11,838.75 |
| 0312500162 | 8/29/2025 | 15,340.00 |
| 0312500205 | 9/26/2025 | 3,270.00 |
| **Total** | | **61,266.75** |

# Resolution 2023-099

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

**November 7, 2023**

## Appropriation of Funds for Specialty Inspection and Testing Services for the Multi-Generational Recreation and Aquatics Center Project Phase 2 in an amount of $396,534.59

**BACKGROUND**

1. The City of South Lake Tahoe has designated the Multi-Generational Recreation and Aquatics Center a viable and highly desired community project.

2. The City Council Awarded the Construction of the Project to Roebbelen Constructing, Inc. on August 8, 2023.

3. Staff released a Request for Proposal Proposals (RFP) to the public on September 7, 2023, for Specialty Inspection and Testing Services.

4. The selection committee ranked NOVA Geotechnical and Inspection Services – Northern Nevada, LLC d/b/a Universal Engineering Sciences (UES) as the top ranked firm.

5. The Department of Public Works recommends awarding the Specialty Inspection and Testing Services for Phase 2, to UES for $330,445.49, plus a 20% contingency in the amount of $66,089 for a total of $396,534.59.

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

1. Appropriates a total of $396,534.59 from General Fund Undesignated Excess Reserves to Account 30160018-42020, Professional Services, to fund Phase 2 project costs.

2. Authorizes and directs the Mayor Pro Tem to execute a contract with NOVA Geotechnical and Inspection Services – Northern Nevada, LLC d/b/a Universal Engineering Sciences (UES) $330,445.49, which is attached hereto as Exhibit A, plus a 20% contingency in the amount of $66,089.10 for a total of $396,534.59.

3. Delegates authority to the City Manager to amend the contract at Exhibit A as needed up to the contingency amount for a total contract amount not to exceed $396,534.59.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023 by the following vote:

Yes: Bass, Friedrich, Wallace, Robbins

Recused: Creegan

Cody Bass (Nov 8, 2023 13:31 PST)

Date: Nov 8, 2023

Cody Bass, Mayor Pro Tem

Attest:

Sue Blankenship (Nov 8, 2023 11:22 PST)

Susan Blankenship, City Clerk

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

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 7th day of November, 2023 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and NOVA Geotechnical and Inspection Services, LLC, dba Universal Engineering Sciences (UES). ("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 through February 28, 2026.

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 $330,445.49 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. Prevailing Wages. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

   In compliance with Senate Bill 854 and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

   Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the City's office. The Contractor agrees that not less than said prevailing

rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

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

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

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

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

9. Consultant's Books and Records.

   a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum

period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

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

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

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

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

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons

employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

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

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

    a. Will 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)].

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

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

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

15. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether 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.

16. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each,

except with respect to the limits of liability of the insuring Consultant.

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

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

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

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

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

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

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

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

If to Consultant: Tony Dimpel, PE, CEM
NOVA Geotechnical and Inspection Services
dba Universal Engineering Sciences
Area Director, Northern Nevada
6995 Sierra Center Parkway
Reno, NV 8911

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | |
|---|---|
| CITY OF SOUTH LAKE TAHOE: | CONSULTANT: |
| By_____ | By _____ |
| Cody Bass, | Tony Dimpel, PE, CEM |
| Mayor Pro Tem | Area Director |
| Date _____ | Date _____ |
| | Business License # __100886_____ |
| APPROVED AS TO FORM: | DIR#_____ |
| By_____ | Date _____ |
| City Attorney | |

ATTEST:

By_____ Date _____
City Clerk

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

# EXHIBIT A

## SCOPE OF SERVICES

# SECTION F

## SCOPE OF SERVICES (EXHIBIT A)



# F. SCOPE OF SERVICES (EXHIBIT A)

UES is pleased to present our proposal to provide specialty inspections and materials testing services for the City of South Lake Tahoe's new Recreation and Aquatic Center. We have reviewed the City's Request for Proposals (RFP) No. 2023-10-02, including associated plans and addenda, and have prepared our proposal base upon the following factors:

- The project will be subject to the City of South Lake Tahoe Building Department Jurisdiction.
- Review of structural plans prepared by Buehler.
- Review of architectural plans prepared by JK Architecture and Barker Rinker Seacat Architecture.
- Review of civil plans prepared by Barker Rinker Seacat.
- Preliminary Project Schedule was provided showing the overall project schedule and detailed milestones for activities.
- For estimating purposes, assumptions have been made for the time required for miscellaneous site earthwork and off-site/on-site utility installation.
- No QAA/Special Inspections Agreement was provided; however, UES anticipates inspection items for soils, reinforced concrete, structural masonry, structural steel, spray applied fireproofing, seismic wood framing, and special cases such as epoxy and mechanical anchors will require inspections based on its previous experience with similar projects.
- It is assumed that an AISC-approved steel fabricator will be used; this alleviates the requirement for shop fabrication inspection by UES.
- Exclusions from this proposal are architectural items or features and non-structural elements, unless otherwise noted in the scope of services.

## SCOPE OF SERVICES

The proposed project will consist of the construction of a new aquatic and recreation center.

### SCOPE OF GRADING/SOILS SERVICES

#### Grading

An inspector will be assigned to the project on a periodic basis to observe excavation and compaction operations, obtain appropriate samples for laboratory tests and perform in-place field density testing. The inspector will observe the Contractor's compliance to geotechnical recommendations and project specifications. For this project, our services will include the following:

- Observe the earthwork required for footings, pad(s) and for all structural areas.

- Provide a project manager to oversee the activities of UES and coordinate field technicians for observation and testing, attend project meetings, monitor field reports, review field and laboratory test results, and prepare the final grading report.
- Provide a State of Nevada Registered Professional Engineer to oversee UES activities. Final grading reports to be wet stamped and signed by the registered engineer.
- Provide pad certifications or recertifications (as applicable) and a final grading report presenting a plot plan, all test results, and opinions regarding compliance to the geotechnical exploration report recommendations and project specifications.



### On-site and Off-site Improvements

- Provide In-place Pavement Verification Report(s) with field and laboratory in accordance with jurisdiction guidelines.
- Perform field density testing and observations during utility backfill operations.
- Perform field density testing for street subgrade, curb, gutter, and sidewalks.
- Provide Final Offsite Grading Report(s) per the City of South Lake Tahoe for the off-site testing of roadway sub-base and utility trench backfill.
- Perform field density testing during underslab utility backfill operations.

## SCOPE OF STRUCTURAL MATERIALS SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable International Building Code, Governing Agency Technical Guidelines, and project plans and specifications, and will comply with the requirements of ACI-305R, ACI-305.1-6 and ACI-306R. **The contractor shall provide 24 hours 7 days a week access to all concrete cylinders for pick-ups.**

- **Reinforced-Concrete Inspection:** Provide periodic inspection of reinforcing steel installation and continuous inspection during concrete placement. A total of five 4-inch by 8-inch representative test specimens will be cast every 150 cubic yards and/or every day for testing of compressive strength. Strength testing will be as follows unless noted otherwise by plans, specification, or owner requirements:
  - 1 cylinder at 7 days, 3 at 28 days and 1 will be held for 56 days provided the 28-day breaks did not meet strength requirements.

Normal concrete pours will consist of one (1) ICC inspector unless a pump is used, which requires an ACI technician to supplement the inspector. Supplemental inspectors/technicians may be required during periods of peak construction activity. Contractor is responsible for storage of the concrete cylinder samples secured from damage and protected from hot and cold weather to comply with the requirements of ACI-305R, ACI-305.1-6 and ACI-306R. **The contractor shall provide 24 hour 7 days a week access to all concrete cylinders for pick-ups.**

- **Precast Panel Inspection:** Provide periodic inspection of pre tensioned cable and continuous inspection during concrete placement. A total of five 4-inch by 8-inch representative test specimens will be cast every 100 cubic yards and/or every day for testing of compressive strength. Strength testing will be as follows unless noted otherwise by plans, specification, or owner requirements:
  - 1 cylinder at 7 days, 3 at 28 days and 1 will be held for 56 days provided the 28-day breaks did not meet strength requirements.

- **Structural Masonry Inspection (Level B):** Provide periodic inspection of constructed concrete masonry units (CMU), masonry reinforcing steel, and grout spaces. Provide continuous inspection during grouting and construction of masonry prisms. Contractor is responsible for constructing prisms while a certified special inspector is present and storage of prisms in a vertical position and sealed in a plastic bag. Three masonry prism samples are required every 5,000 square feet of placed CMU. Masonry prisms will be tested for compressive strength. Supplemental masonry inspectors/ technicians may be required during periods of peak construction activity.
- **Structural Steel Inspection:** Provide inspection for steel member materials, size and shape, spacing and connections. Provide fabrication and testing of high-strength grout samples for compressive strength as required. Provide non-destructive testing as required, which may include ultrasonic, magnetic particle, dye penetrant and radiography techniques as required for welded connections, alterations, and Skidmore Wilhelm testing for high-strength bolts. Full-time welding inspections are based on Complete Joint Penetration welds or fillet welds greater than 5/16 inch in size. Part time welding inspections are based on fillet welds 5/16 inch or less in size. Part-time field welding inspections are based on structural design only and does not account for errors of size, spacing, and quality of steel connections that may result in a full-time welding inspection.
- **Floor Flatness/Floor Levelness:** Provide inspection and testing of final slab construction to determine compliance with architectural and contractor specifications. Inspector utilizes Face Dip-stick equipment prior to contractor's release of project to owner and produces documentation that states degree of variance in slope for finished floor elevations and flatness.
- **Epoxy and Mechanical Anchor Inspection:** Provide continuous inspection during the placement of epoxy for bolts, all thread rods, and reinforcing steel, as well as during installation of mechanical anchors such as wedge- and screw-types.
- **Seismic Construction:** Provide inspections for all wood framing or cold form steel construction which includes verification of structural member sizes, shear wall sheathing and nailing, floor and roof diaphragms, mechanical fasteners, and hardware. Provide inspections for roof framing.
- **Spray Applied Fireproofing:** Provide periodic inspections for fireproofing applied to structural steel members. Substrate inspection shall be done prior to application of fireproofing. Thickness tests will be taken at 25% of all sprayed beams and columns. One density test and cohesion adhesion will be taken from one column, one beam, one floor joist and one deck (each type of structural member) for every 2,500 square feet of building per floor.
- **Project Management:** A project manager will be assigned to review the daily activity of inspectors/ technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.
- **Final Reports:** Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of California Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.

## DISPATCH

UES will be providing the above scope of services on an on-call basis. These services will only be performed for projects that are scheduled through the dispatch department. Dispatch hours are from 7:00 am till 4:00 pm Monday thru Friday and should be scheduled at least 24-hours in advance of required inspection/testing. **Scheduling can be done by phone at 775-634-0006 or via email at renodispatch@teamues.com. At no time will dispatch be scheduled by voice mail or through field inspectors/technicians.**

It is the City's or their representative's responsibility to schedule all required inspections/testing. If work is done or covered up without inspections/testing services being done, UES cannot be responsible for governing agency acceptance of the work. The governing agency may require special testing or removal of un-inspected/tested work. This proposal does not include time for re-testing, re-inspection, or inspections that are cancelled without proper notification.

## APPROACH TO WORK

UES will strive to maintain focus on the following objectives for the South Lake Tahoe Multi-Generational Recreation and Aquatic Center Special Inspections Services Proposal. First, we will establish a clear understanding of the City of South Lake Tahoe needs as outlined in the Scope of Services and being defined as:

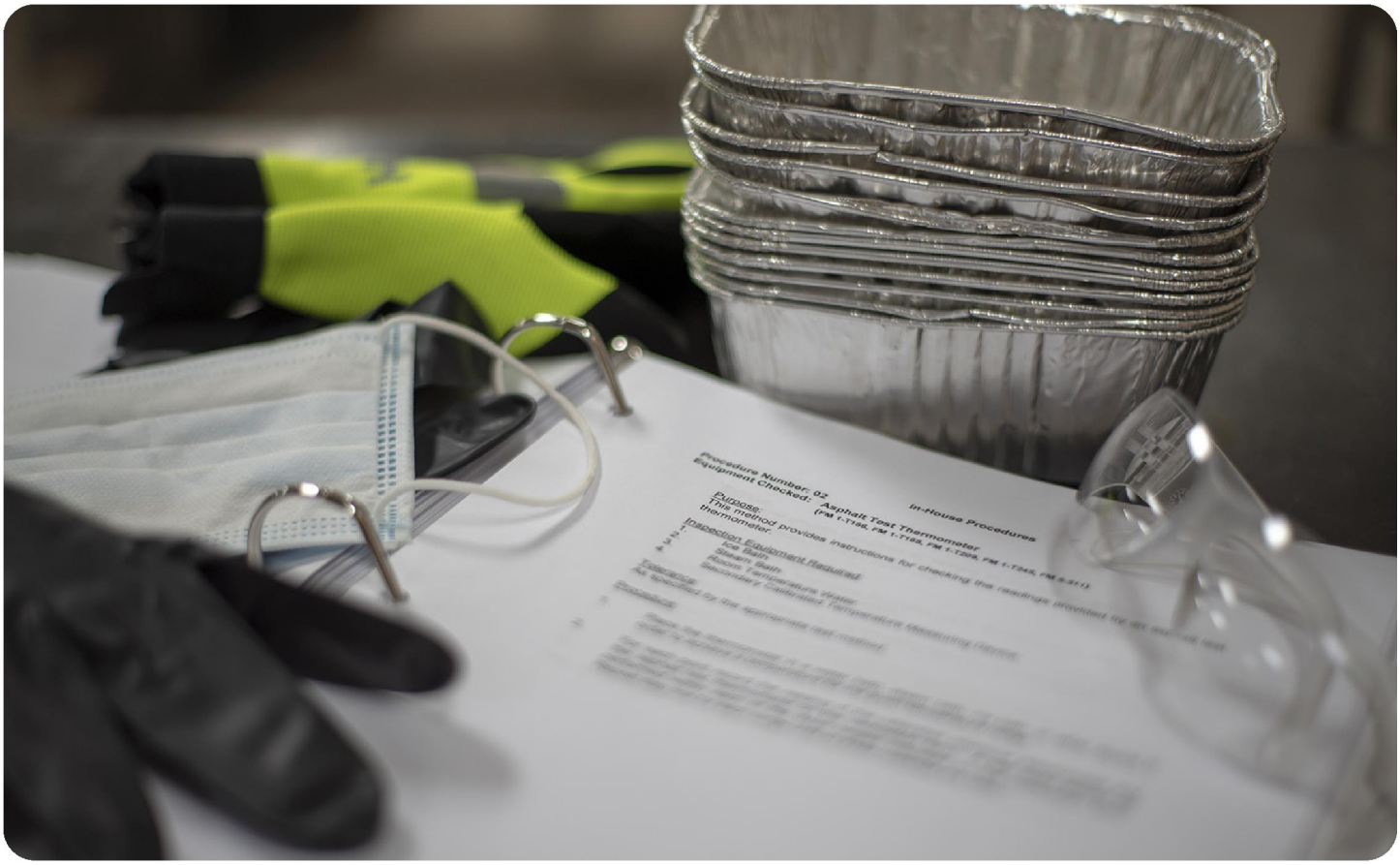
- Observing the Work
- Reporting Non-Conforming Items
- Conducting All Testing
- Furnishing All Daily Reports
- Furnishing Weekly Reports
- Furnish Final report

Second, we will follow the goals and milestones as established in the contractual requirements for each particular inspection item. Then, we will seek to gain a clear understanding of the Contractor's work philosophy and operational procedures together with the Owner's expectations.

UES maintains an extensive amount of equipment and has a large resource pool of technicians readily available. We also have a document control/record keeping system (Metafield) which allows expedited report preparation and retrieval of archived reports, drawings, and critical documentation related to the project.

An integral Quality Assurance/Quality Control (QA/QC) system is in place which helps UES maintain its level of quality. A financial management system has been established with an invoicing system designed to service the City of South Lake Tahoe, enabling seamless processing of project costs.

Finally, UES has an advanced level of detailed knowledge pertaining to regulatory agency mandates and guidelines governing a particular task or scope of work. UES has found this integrated project approach to be an important tool for accomplishing project objectives for clients, in general, and will serve the City's goals, specifically.



# EXHIBIT B

## SCHEDULE OF CHARGES AND TIMELINE

# SECTION G

## PROJECT BUDGET (EXHIBIT B)



# G. PROJECT BUDGET (EXHIBIT B)

## BILLING PRACTICES

Our services are performed on a time and materials, not-to-exceed, basis for the actual work performed. We typically bill our clients once per month after services are provided; however, billing terms may be adjusted upon request.

## ESTIMATED COST OF SERVICES

We do not anticipate overtime for this project; however, prevailing wage overtime rates will apply for any overtime accrued for inspector/technician time. Based on the information provided, our estimated fee for inspection and testing services is **$330,445.49 for the duration of the project or January 2026.** The breakdown of cost is provided in the following Cost Estimate Table. In addition, our billing rates and laboratory services rates are provided following the Cost Estimate Table.

# COST ESTIMATE

| | Projected Days-Sets | Hours-Units | Quantity | Rate | Total |
|---|---|---|---|---|---|
| **0002 Utilities including underslab and pool, and site work** | 25 | 6 | 150 | $ 145.00 | $ 21,750.00 |
| | | | | **Utilities Sub Total** | **$ 21,750.00** |
| **0003 Civil Site Work** | | | | | |
| Exterior concrete: subgrade testing | 10 | 6 | 60 | $ 145.00 | $ 8,700.00 |
| Exterior concrete: baserock testing | 10 | 4 | 40 | $ 145.00 | $ 5,800.00 |
| Exterior concrete: sampling: walk/c-g/v-g | 20 | 4 | 80 | $ 145.00 | $ 11,600.00 |
| HMA: subgrade - proofroll & compaction | 2 | 4 | 8 | $ 145.00 | $ 1,160.00 |
| HMA: baserock - compaction | 10 | 4 | 40 | $ 145.00 | $ 5,800.00 |
| Asphalt samples and rolling pattern | 5 | 8 | 40 | $ 145.00 | $ 5,800.00 |
| Asphalt cores-surface tolerance | 1 | 8 | 8 | $ 145.00 | $ 1,160.00 |
| Signage-Striping | | | 0 | $ 145.00 | $ - |
| **Site-Laboratory Testing** | | | | | |
| Maximum Dry Density (Curves) | 1 | 6 | 6 | $ 190.00 | $ 1,140.00 |
| Sieve Analysis | 1 | 6 | 6 | $ 150.00 | $ 900.00 |
| Plasticity Index | 1 | 6 | 6 | $ 100.00 | $ 600.00 |
| Sand Equivalent | 1 | 6 | 6 | $ 100.00 | $ 600.00 |
| Concrete Cylinders | 20 | 5 | 100 | $ 23.00 | $ 2,300.00 |
| Asphalt Testing (sets) | 1 | 6 | 6 | $ 500.00 | $ 3,000.00 |
| | | | | **Site Improvements Subtotal** | **$ 48,560.00** |
| **0005 1704 Structural Inspections** | | | | | |
| Misc. Concrete -Ext Pads, Footings , structural | 15 | 6 | 90 | $ 145.00 | $ 13,050.00 |
| Pull Testing - Mock ups | 5 | 6 | 30 | $ 145.00 | $ 4,350.00 |
| Footing Reinforcing Inspection | 10 | 5 | 50 | $ 145.00 | $ 7,250.00 |
| Reinf. Concrete - Footing Placement | 10 | 8 | 80 | $ 145.00 | $ 11,600.00 |
| Slab compaction | 5 | 5 | 25 | $ 145.00 | $ 3,625.00 |
| Reinforcing SOG | 10 | 5 | 50 | $ 145.00 | $ 7,250.00 |
| Reinf. Concrete - SOG Placement | 10 | 8 | 80 | $ 145.00 | $ 11,600.00 |
| PrecastInsultaed Panel Inspection (manufacturing plant) | 15 | 8 | 120 | $ 145.00 | $ 17,400.00 |
| Structural Masonry & Reinforcing Steel | 45 | 6 | 270 | $ 145.00 | $ 39,150.00 |
| Fire Proofing | 10 | 5 | 50 | $ 145.00 | $ 7,250.00 |
| Field Welding | 25 | 8 | 200 | $ 145.00 | $ 29,000.00 |
| Shop Welding | | | 0 | $ 145.00 | $ - |
| NDT Testing | 20 | 6 | 120 | $ 145.00 | $ 17,400.00 |
| Wood Framing - Shear Nailing | 15 | 6 | 90 | $ 145.00 | $ 13,050.00 |
| High Strength Bolts | 16 | 6 | 96 | $ 145.00 | $ 13,920.00 |
| Skidmore and Torque Wrench | 3 | 5 | 15 | $ 145.00 | $ 2,175.00 |
| Floor Flatness/ Values vary depending on location | 1 | 7 | 7 | $ 700.00 | $ 4,900.00 |
| **Structure-Laboratory Testing** | | | | | |
| High strength grout | 6 | 6 | 36 | $ 23.00 | $ 828.00 |
| Concrete Cylinders | 90 | 5 | 450 | $ 23.00 | $ 10,350.00 |
| Masonry Prisms Sets | 5 | 3 | 15 | $ 125.00 | $ 1,875.00 |
| CMU units | 2 | 9 | 18 | $ 125.00 | $ 2,250.00 |
| Grout and mortar | 6 | 6 | 36 | $ 23.00 | $ 828.00 |
| | | | | **Structure Subtotal** | **$ 219,101.00** |
| Estimated Travel Expense (mobilization from Reno Office) | 200 | 110 | 22000 | $0.625 | **$13,750.00** |
| | | | | **Inspections Subtotal** | **$ 303,161.00** |
| Administrative | 4 | % | | | $ 12,126.44 |
| Project Management | 5 | % | | | $ 15,158.05 |
| | | | | **TOTAL ESTIMATE** | **$ 330,445.49** |

## BILLING RATES

The following billing rates are provided for the services requested in the RFP.

| Management/Staff Professionals | |
|---|---|
| **Position** | Hourly Rate |
| Authorized Signatory/Area Director | $225.00 |
| Regional Principal Engineer | $225.00 |
| Lead Project Manager/Engineer | $175.00 |
| Materials Specialist | $155.00 |
| Assistant Project Manager | $135.00 |
| Geotechnical Support Professional | $135.00 |
| Project Coordinator/Dispatcher | $110.00 |
| **Inspectors/Field Technicians** | |
| Position | Hourly Rate |
| Field Technician (ACI, Soil, Asphalt) | $145.00 |
| ICC Special Inspector | $145.00 |
| Welding Inspector (AWS-certified) | $145.00 |
| **Project Coordination** | |
| Position | Hourly Rate |
| Admin Clerical | $70.00 |

**NOTES**

1) Rates will be adjusted annually on July 1st to reflect prevailing wage increases listed by the California Department of Industrial Relations."

2) Hourly rates are dependent on current prevailing wage rates (per Addendum 1).

3) For field technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times and 2 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays/Sundays and Holidays, respectively. Field technician and special inspection rates are based on no hourly minimums.

# SCHEDULE OF FEES

## LABORATORY TESTING SERVICES

All Tests are conducted in accordance with ASTM Standards unless otherwise specified.

### SOIL AND AGGREGATES

**Compaction**

| | |
|---|---|
| • Standard, D-698 | $ 150.00 |
| • Modified 4, D-1557 | $ 155.00 |
| • Modified 6", D-1557 | $ 190.00 |
| • Check Point, As Above 6" | $ 75.00 |
| • Check Point, As Above 4" | $ 55.00 |

**Properties**

| | |
|---|---|
| • R-Value, ASTM D2844 | $ 250.00 |
| • C.B.R. | $ 550.00 |
| • Soil Cement or C.T.B. Mix Design | Per Quote |
| • C.T.B. Compression Test (without preparation), D-1633 | $ 22.00 |
| • Hydrometers with Specific Gravity, D-422 | $225.00 |
| • Moisture Determination, D-4959 | $ 25.00 |
| • Moisture Determination and Unit Weight – undisturbed tube sample | $ 30.00 |
| • Organic Content – Soils | $ 100.00 |
| • Free Swell | $ 90.00 |
| • Expansion Index, D-4829 | $ 140.00 |
| • Permeability Tests (Remolded Samples) (Does not include curve), D-5084 | $ 190.00 |
| • Permeability Tests (Undisturbed Samples), D-5084 | $ 160.00 |
| • Plasticity Index, D-4318 | $ 100.00 |
| • Sand Equivalent, Average of 3, D-2419 | $ 95.00 |
| • Sieve Analysis, Coarse or Fine, C-136 | $ 85.00 |
| • Los Angeles Rattler Test, 500 revolutions, C-131 | $150.00 |
| • Los Angeles Rattler Test, 1000 revolutions, C535 | $175.00 |
| • Mortar Making Properties of Sand (2 ages), C-87 | $ 200.00 |
| • Potential Reactivity Test, C-157 / SEAOC | Per Quote |
| • Sulfate Soundness (5 cycles), C-88, per sieve | $ 250.00 |
| • Unit Weight, C-29 | $ 75.00 |
| • Angularity D2488 | $ 85.00 |
| • Cleanness Value | $ 120.00 |
| • Sieve Analysis, Coarse and Fine, Incl. Wash, C-136 | $ 150.00 |
| • Sieve Analysis, Geotech | $ 100.00 |
| • Sieve Analysis, Wash, % Finer than No. 200 sieve, C-117 | $ 65.00 |
| • Soil Chemistry | Per Quote |
| • Specific Gravity – Soils, D-854 | $ 85.00 |

**Shear Strength and Consolidation Tests**

| | |
|---|---|
| • Consolidation (with one-time rate), D-2435 | $ 300.00 |
| • Triaxial Compression (Quick) per Point | Per Quote |
| • Triaxial Compression (Multi-Stage) | Per Quote |
| • Triaxial Compression (Other Types) per Point | Per Quote |
| • Direct Shear (3 Points), D-3080 | $ 400.00 |
| • Direct Shear W/Rate Slower than .025"/MIN | $ 400.00 |
| • Remolded Direct Shear (3 Points) | $ 350.00 |

**Aggregate Quality**

| | |
|---|---|
| • Specific Gravity, Absorption – Gravel, C-127 | $ 85.00 |
| • Specific Gravity, Absorption – Sand, C-128 | $ 85.00 |
| • Clay Lumps and Friable Particles, C-142 | $ 90.00 |
| • Fractured Faces, *NVT230 | $ 100.00 |
| • Durability Index, Coarse or Fine, D-3744 | $ 130.00 |
| • Flat and Elongated Particles on Sieved Sample, D-4791 | $ 110.00 |
| • Organic Impurities, C-40 | $ 65.00 |
| • Lightweight Pieces in Aggregate, C-123 | $ 175.00 |
| • Penetration Test, (Each Temperature), D-5 | $ 40.00 |
| • Hveem Stability, (including Mixing Sample), D-1560 | Per Quote |
| • Hveem Stability, (on Premixed Sample) | Per Quote |
| • Swell Test | $ 100.00 |
| • Unit Weight of Asphalt Core or Compacted Sample, D-2726 | $ 35.00 |
| • Theoretical Specific Gravity, D-2041(Rice) | $ 100.00 |

**BUDGET**

| | |
|---|---|
| **Estimated fees (not to exceed)** | **$316,695.49** |
| **Travel and out-of-pocket expenses** | **$ 13,750.00** |
| **(travel is included in the TOTAL (not to exceed amount)** | |
| **TOTAL (not to exceed)** | **$330,445.49** |

**TIMELINE**

**Work will be begin from November 7, 2023 to February 28, 2026.**

**EXHIBIT C**

**ANTI-LOBBYING CERTIFICATION**

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

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

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

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

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

Consultant:
Tony Dimpel, PE, CEM

By:_____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Greyling Ins. Brokerage/EPIC<br>3780 Mansell Rd. Suite 370<br>Alpharetta GA 30022 | **CONTACT NAME:** Carly Samuel<br>**PHONE (A/C, No, Ext):** 7706705324 **FAX (A/C, No):** 770.670.5324<br>**E-MAIL ADDRESS:** uescerts@greyling.com |
| **INSURED** UNIVENG<br>Nova Geotechnical And Inspection Services,<br>- Northern Nevada LLC<br>6995 Sierra Center Parkway<br>Reno NV 89511 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Arch Insurance Company 11150<br>**INSURER B :** Endurance American Specialty Ins Co 41718<br>**INSURER C :** Evanston Insurance Company 35378<br>**INSURER D :** Landmark American Insurance Company 33138<br>**INSURER E :** StarStone Specialty Insurance Company 44776<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 2066266244 **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**<br>CLAIMS-MADE [X] OCCUR<br>X Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | Y | Y | ZAGLB9255701 | 5/1/2023 | 5/1/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 1,000,000 |
| A<br>B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | Y | Y | ZACAT9289701<br>EXT30030240900 | 5/1/2023<br>1/1/2023 | 5/1/2024<br>5/1/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Excess Auto | $ 2,000,000<br>$<br>$<br>$<br>$ 2,000,000 |
| C<br>D | X **UMBRELLA LIAB** X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 0 | Y | Y | MKLV2EUE101545<br>LHA100521 | 1/1/2023<br>1/1/2023 | 5/1/2024<br>5/1/2024 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 7,000,000<br>$ 7,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | ZAWCI9995401 | 5/1/2023 | 5/1/2024 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E<br>C | Excess GL<br>Professional Liab<br>incl. Pollution Liab | | Y | 77102C232ALI<br>MKLV7PL0005710 | 1/1/2023<br>2/1/2023 | 5/1/2024<br>5/1/2024 | Per Occ./Aggregate<br>Per Claim<br>Aggregate | 4,000,000<br>1,000,000<br>1,000,000 |

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

Re: City of South Lake Tahoe.
City of South Lake Tahoe is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Gregg Bachtel

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**Policy Number**
**ZACAT9289701**

**SCHEDULE OF NAMED INSURED(S)**

# ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 05-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

OBSIDIAN GROUP HOLDINGS, LLC
UNIVERSAL ENGINEERING SCIENCES HOLDINGS, INC.
UNIVERSAL ENGINEERING SCIENCES MIDCO, INC.
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC. DBA UNIVERSAL ENGINEERING SCIENCES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.

**Policy Number**
**ZACAT9289701**

**SCHEDULE OF NAMED INSURED(S)**

# ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 05-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY & TESTING, INC.
F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC

GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
ALPHA TESTING, LLC
AUSTIN ATI HOLDINGS INC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
DAN BROWN AND ASSOCIATES, PC
CARMICHAEL ENGINEERING LLC - A UES COMPANY
FAULKNER ENGINEERING SERVICES LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.

**Policy Number**
**ZAGLB9255701**

**COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No. 001

# ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 05-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

**POLICY CHANGES ENDORSEMENT DESCRIPTION** (CONT'D)

THE INSURED NAME HAS BEEN CHANGED

FROM: OBSIDIAN GROUP HOLDINGS, LLC
UNIVERSAL ENGINEERING SCIENCES HOLDINGS, INC.
UNIVERSAL ENGINEERING SCIENCES MIDCO, INC.
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC. DBA UNIVERSAL ENGINEERING SCIENCES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.
QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY & TESTING, INC.
F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC
GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
ALPHA TESTING, LLC
AUSTIN ATI HOLDINGS INC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
DAN BROWN AND ASSOCIATES, PC
CARMICHAEL ENGINEERING LLC - A UES COMPANY
FAULKNER ENGINEERING SERVICES LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.

**REMOVAL PERMIT**

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

**Policy Number**
**ZAGLB9255701**

**COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No. 001

# ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 05-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

**POLICY CHANGES ENDORSEMENT DESCRIPTION** (CONT'D)

TO: OBSIDIAN GROUP HOLDINGS, LLC
UNIVERSAL ENGINEERING SCIENCES HOLDINGS, INC.
UNIVERSAL ENGINEERING SCIENCES MIDCO, INC.
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC. DBA UNIVERSAL ENGINEERING SCIENCES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.
QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY & TESTING, INC.
F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC
GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
ALPHA TESTING, LLC
AUSTIN ATI HOLDINGS INC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
DAN BROWN AND ASSOCIATES, LLC
CARMICHAEL ENGINEERING LLC - A UES COMPANY
FAULKNER ENGINEERING SERVICES LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

**REMOVAL PERMIT**

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

Policy Number
ZAWCI9995401

**ENDORSEMENT**

**ARCH INSURANCE COMPANY**

Insured Name OBSIDIAN GROUP HOLDINGS, LLC

Policy Effective Date: 05-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

THE INSURED NAME HAS BEEN CHANGED

FROM: OBSIDIAN GROUP HOLDINGS, LLC
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC. DBA UNIVERSAL ENGINEERING SCIENCES

Coverage Parts Affected

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date 05/01/2023 , this endorsement forms part of Policy Number ZAWCI9995401

Insured Name: OBSIDIAN GROUP HOLDINGS, LLC TO BE ADJUSTED AT AUDIT

Policy Effective Date: 05-01-2023

NCCI Carrier Code: 28355

Endorsement No: 001



WC 89 06 00 A

Policy Number
ZAWCI9995401

**ENDORSEMENT**

**ARCH INSURANCE COMPANY**

Insured Name OBSIDIAN GROUP HOLDINGS, LLC — Policy Effective Date: 05-01-2023 12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER — Agent No. 34911

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.
QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY & TESTING, INC.
F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC
GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
DAN BROWN AND ASSOCIATES, PC
CARMICHAEL ENGINEERING LLC - A UES COMPANY
FAULKNER ENGINEERING SERVICES LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.

TO: OBSIDIAN GROUP HOLDINGS, LLC

Coverage Parts Affected

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date 05/01/2023 , this endorsement forms part of Policy Number ZAWCI9995401

Insured Name: OBSIDIAN GROUP HOLDINGS, LLC TO BE ADJUSTED AT AUDIT

Policy Effective Date: 05-01-2023

NCCI Carrier Code: 28355

Endorsement No: 001



WC 89 06 00 A

Policy Number
ZAWCI9995401

**ENDORSEMENT**

**ARCH INSURANCE COMPANY**

Insured Name OBSIDIAN GROUP HOLDINGS, LLC

Policy Effective Date: 05-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC. DBA UNIVERSAL ENGINEERING SCIENCES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.
QC SOUTHWEST, INC.

Coverage Parts Affected

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date 05/01/2023 , this endorsement forms part of Policy Number ZAWCI9995401

Insured Name: OBSIDIAN GROUP HOLDINGS, LLC TO BE ADJUSTED AT AUDIT

Policy Effective Date: 05-01-2023

NCCI Carrier Code: 28355

Endorsement No: 001

Policy Number
ZAWCI9995401

**ENDORSEMENT**

**ARCH INSURANCE COMPANY**

Insured Name OBSIDIAN GROUP HOLDINGS, LLC

Policy Effective Date: 05-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

SUMMIT ENGINEERING, LABORATORY & TESTING, INC.
F/K/A SUMMIT ENGINEERING, LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC
GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
DAN BROWN AND ASSOCIATES, LLC
CARMICHAEL ENGINEERING LLC - A UES COMPANY
FAULKNER ENGINEERING SERVICES LLC
GRUBBS, HOSKYN, BARTON & WYATT, INC.

THE FOLLOWING ENTITY NAME(S) HAVE BEEN CHANGED FROM: DAN BROWN AND ASSOCIATES, PC TO: DAN BROWN AND ASSOCIATES, LLC

Coverage Parts Affected

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date 05/01/2023 , this endorsement forms part of Policy Number ZAWCI9995401

Insured Name: OBSIDIAN GROUP HOLDINGS, LLC TO BE ADJUSTED AT AUDIT

Policy Effective Date: 05-01-2023

NCCI Carrier Code: 28355

Endorsement No: 001



**WC 89 06 00 A**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

| **Name of Person(s) or Organization(s):** |
| --- |
| BY WRITTEN CONTRACT OR AGREEMENT |

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9289701

Named Insured: OBSIDIAN GROUP HOLDINGS, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 5/1/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** OBSIDIAN GROUP HOLDINGS, LLC

**Endorsement Effective Date:** 05/01/2023

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| WHERE REQUIRED BY WRITTEN CONTRACT, PRIOR TO KNOWN LOSS. | ALL PROJECTS |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| WHERE REQUIRED BY WRITTEN CONTRACT, PRIOR TO KNOWN LOSS. | ALL PROJECTS |
| PERFORMANCE OF OPERATIONS AT ANY LOCATION ON BEHALF OF SUCH PERSON(S) OR ORGANIZATION(S), PRIOR TO LOSS. | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

 © Insurance Services Office, Inc., 2018 

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


© Insurance Services Office, Inc., 2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
|---|
| ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.**

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 05/01/2023 Policy No. ZAWCI9995401 Endorsement No.

Insured OBSIDIAN GROUP HOLDINGS, LLC Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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POLICY NUMBER: **ZAWCI9995401**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS. | ALL JOBS UNDER CONTRACT |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 05-01-23 Policy No. ZAWCI9995401 Endorsement No.

Insured OBSIDIAN GROUP HOLDINGS, LLC Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

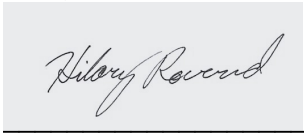
DATE OF ISSUE: 05-02-23

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# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**9

**Agenda Item:** Amendment to Agreement with BPR for Inspection, Plan Review, and Permit Technician Services and Amendments to Agreements with TRB and Associates and 4Leaf Inc. for Inspection, Plan Review, and Permit Technician Services

**Executive Summary:** A Request for Proposals was released from September 27, 2023, to October 18, 2023. At its November 21, 2023 meeting, the City Council authorized 3-year Professional Services Agreements with BPR Group, TRB and Associates, and 4Leaf Inc with a not-to-exceed cumulative total for all three firms of $230,000. On October 22, 2024 City Council authorized an amendment to the BPR Group contract to increase the not to exceed total to $700,000. Due to increased construction and VHR inspection activity, staff is recommending amendments to increase the not to exceed contract amounts for BPR Group to $950,000 and $350,000 for TRB and Associates and 4Leaf Inc.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to: (1) execute Amendment No. 2 to Agreement with BPR for Inspection, Plan Review, and Permit Technician Services for a new not-to-exceed amount of $950,000; and 2) execute Amendment No. 1 to Agreement with TRB and Associates for Inspection, Plan Review, and Permit Technician Services for a new not-to-exceed amount of $350,000; and 3) execute Amendment No. 1 to Agreement with 4Leaf Inc. for Inspection, Plan Review, and Permit Technician Services for a new not-to-exceed amount of $350,000.

**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:**

- 02-BPR Amendment 2.docx
- 03-TRB Amendment 1.docx
- 04-4Leaf Amendment 1.docx
- 05-C-270-2024 BPR Consulting Amendment 1.pdf
- 06-C-257-2023 PSA with TRB and Associates.pdf
- 07-C-256-2023 PSA with 4Leaf Inc..pdf
- 01-Staff_Report-PSA_Amendments__1_.docx

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

## Meeting Date: March 24, 2026

**Title:** Contract Amendment with BPR for Inspection, Plan Review, and Permit Technician Services and Contract Amendments with TRB and Associates and 4Leaf Inc. for Inspection, Plan Review, and Permit Technician Services (3-year contracts)

**Location:** City-wide

**Responsible Staff Member:** Zach Thomas, Director of Development Services

**Background:** The City of South Lake Tahoe Development Services Department experiences significant variation in workload throughout the year outside of the economically driven ebb and flow of general permit activity. The two main contributing factors are weather and the grading season that extends from roughly May 1st to October 15th. The impact of these factors greatly contributes to an oscillation of permit applications, permit issuances, plan reviews, and building inspections between the winter months and the summer months. The use of professional consulting services allows for consistent service delivery in the areas of building permit application intake and issuance, building plan reviews and building inspections.

A Request for Proposals was released from September 27, 2023, to October 18, 2023. At its November 21, 2023 meeting, the City Council authorized 3-year Professional Services Agreements with BPR Group, TRB and Associates, and 4Leaf Inc with a not-to-exceed cumulative total for all three firms of $230,000. At its October 22, 2024 meeting the City Council approved an amendment to the BPR contract to increase the not-to-exceed amount from $230,000 to $700,000.

**Issue and Discussion:** The City continues to experience a significant amount of large-scale construction activity requiring the increased use of the third-party consultants, especially BPR Group that primarily provides on-call consulting services. For example, the speed of the module installation and construction of the Sugar Pine Village Affordable Housing Project requires a full-time inspector on-site. This enhanced inspection service will be necessary throughout the construction of three remaining phases. Additionally, the overall increased construction activity (city-wide) has placed further demand on plan check and inspection services provided throughout the Department Services Department

During the development of the Department's new permit management software during 2024 and 2025, BPR Group provided Permit Technician services to manage counter activity as staff employed their efforts in development of the software system. BPR has also been providing inspection and permit technician services for the VHR program since June 2025. Continued VHR inspection services are anticipated due to the proposed amendments to the VHR ordinance.

BPR Group has and continues to provide plan review and inspections services for large projects such as Sugar Pine Village, Target, the Multi-Generation Recreation and Aquatics Center, the Ice Areana, Zalanta, Heavenly Village, Sierra, Ulta Beauty, 5 Below and a variety of smaller projects of various uses and building types. Through these reviews, BPR has demonstrated proficiency in code knowledge, South Lake Tahoe local design criteria, and TRPA regulations. Contract staffing levels are tied to the overall construction activity and monitored through construction valuation. Recent years have seen an increase in construction activity and valuation, indicating a positive ongoing trend towards increased development and economic activity.

TRB and Associates and 4Leaf Inc. also both provide valuable and necessary specialized plan review services for numerous projects including the City's new affordable housing project located at 3900 Lake Tahoe Blvd.

**Financial Implications:** Based on the increased need of the services provided by BPR Group, staff recommends increasing the not to exceed total contract amount of $700,000 as indicated in the amended Professional Services Agreement to $950,000 and increasing the contract amounts of $230,000 for TRB and Associates and 4Leaf Inc. to $350,000. Increasing the 3-year total contract amount will allow continued service of highly qualified inspectors, and permit technicians. It will also allow the ability to provide continued plan review for all project types and for larger projects that required mid project plan review for deferred submittals, design changes, fixes, and other items that must be reviewed for code compliance. Funding to support the Professional Services Agreements for On-Call Plan Review Services is fully provided by building permit and TRPA application fees. The expenditures budget is being allocated accordingly and proportionally in each of the three annual adopted budgets for the term of the contracts. Funding for VHR inspection services is budgeted separately and partially offset by the VHR inspection fees and is not associated with building permit and TRPA application fees.

**Environmental Considerations:** Approval of the Professional Services Agreement amendment is not considered a project by the California Environmental Quality Act (CEQA), because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

**Policy Implications:**

Continued implementation of the California Title 24 Code of Regulation, TRPA Regulations, and City of South Lake Tahoe City Code

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

**Amendment #2**

This Amendment modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and BPR Consulting Group ("Consultant") entered into on November 29, 2023 (C-246-2023).

The Professional Services Agreement is amended to read as follows:

Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until November 29, 2026.

Section 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 ~~$230,000 $700,000~~ $950,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

## Exhibit B

## SCHEDULE OF CHARGES AND TIMELINE

BUDGET

| | |
|---|---|
| Estimated fees (not to exceed)<br>(travel is included in the TOTAL (not to exceed amount) | $950,000 |
| TOTAL (not to exceed) | $950,000 |

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 _____
Bill Rogers, Principal-In-Charge

Date _____

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

Date _____

ATTEST:

By_____
Susan Blankenship, City Clerk

Date _____

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

**Amendment #1**

This Amendment modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and TRB and Associates ("Consultant") entered into on November 21, 2023 (C-246-2023).

The Professional Services Agreement is amended to read as follows:

Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until November 21, 2026.

Section 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 ~~$230,000~~ $350,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

## Exhibit B

## SCHEDULE OF CHARGES AND TIMELINE

BUDGET

| | |
|---|---|
| Estimated fees (not to exceed)<br>(travel is included in the TOTAL (not to exceed amount) | $350,000 |
| TOTAL (not to exceed) | $350,000 |

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 _____
Todd Bailey, Principal-In-Charge

Date _____

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

Date _____

ATTEST:

By_____
Susan Blankenship, City Clerk

Date _____

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

**Amendment #1**

This Amendment modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and 4Leaf Inc. ("Consultant") entered into on November 21, 2023 (C-246-2023).

The Professional Services Agreement is amended to read as follows:

Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until November 21, 2026.

Section 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 ~~$230,000~~ $350,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

## Exhibit B

## SCHEDULE OF CHARGES AND TIMELINE

BUDGET

| | |
|---|---|
| Estimated fees (not to exceed)<br>(travel is included in the TOTAL (not to exceed amount) | $350,000 |
| TOTAL (not to exceed) | $350,000 |

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 _____
Kevin Duggan, President

Date _____

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

Date _____

ATTEST:

By_____
Susan Blankenship, City Clerk

Date _____

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

**Amendment #1**

This Amendment dated October 22, 2024, modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and BPR Consulting Group ("Consultant") entered into on November 29, 2023 (C-246-2023).

Due to increased permitting workload, the Professional Services Agreement is hereby amended to increase the maximum compensation over the three-year term, as described below.

1. Section 3 (Compensation), and is amended to read in their entirety as follows:

   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 $700,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

2. Exhibit B (Schedule of Charges) is amended to change the not-to-exceed amount from $230,000 to $700,000.

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

CITY OF SOUTH LAKE TAHOE:

By Cody Bass (Oct 23, 2024 15:12 PDT)
Cody Bass, Mayor

Date 10/23/2024

CONSULTANT:

By Bill Rodgers
Bill Rodgers (Oct 23, 2024 15:18 PDT)
Bill Rogers, Principal-In-Charge

Date 10/23/24

APPROVED AS TO FORM:

By Heather Stroud (Oct 23, 2024 14:45 PDT)
Heather Stroud, City Attorney

Date 10/23/24

ATTEST:

By Susan Blankenship (Oct 23, 2024 14:30 PDT) Date 10/23/2024

Susan Blankenship, City Clerk

# C-270-2024 BPR Consulting Amendment 1

Final Audit Report 2024-10-23

| | |
|---|---|
| Created: | 2024-10-23 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA9dNIwDCvoG0q2tjU3xMg89Zx7lPp_B4E |

## "C-270-2024 BPR Consulting Amendment 1" History

Document created by Michelle Davis (medavis@cityofslt.us)
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2024-10-23 - 9:02:28 PM GMT

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Document e-signed by Susan Blankenship (sblankenship@cityofslt.us)
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Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
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Document e-signed by Heather Stroud (hstroud@cityofslt.us)
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Document emailed to Cody Bass (cbass@cityofslt.us) for signature
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Email viewed by Cody Bass (cbass@cityofslt.us)
2024-10-23 - 10:12:08 PM GMT

Document signing delegated to Cody Bass (codybass@me.com) by Cody Bass (cbass@cityofslt.us)
2024-10-23 - 10:12:12 PM GMT

Document e-signed by Cody Bass (codybass@me.com)
Signature Date: 2024-10-23 - 10:12:21 PM GMT - Time Source: server

Document emailed to Bill Rodgers (brodgers@bpr-grp.com) for signature

2024-10-23 - 10:12:21 PM GMT

Email viewed by Bill Rodgers (brodgers@bpr-grp.com)

2024-10-23 - 10:18:00 PM GMT

Document e-signed by Bill Rodgers (brodgers@bpr-grp.com)

Signature Date: 2024-10-23 - 10:18:23 PM GMT - Time Source: server

Agreement completed.

2024-10-23 - 10:18:23 PM GMT

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 21stday of November 2023 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and TRB and Associates.

## 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 (3) 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 **$230,000** without additional written authorization from City. Please note that the not to exceed number is cumulative across three consultant firms. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

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

8. Consultant's Books and Records.

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

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

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

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by

any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

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

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

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

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

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

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

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

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by 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:

Provide a copy to: TRB and Associates
1900 Point West Way, Suite 261
Sacramento, CA 95815

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 Cristi Creegan
Cristi Creegan (Dec 8, 2023 09:37 PST)

Cristi Creegan, Mayor

Date Dec 8, 2023

CONSULTANT:

By Todd Bailey
Todd Bailey (Dec 13, 2023 10:18 PST)

Todd Bailey, Principal-in-Charge

Date Dec 13, 2023

Business License # 013684

APPROVED AS TO FORM:

By
Heather Stroud (Dec 8, 2023 11:00 PST)

Heather Stroud, City Attorney

Date Dec 8, 2023

ATTEST:

By
Sue Blankenship (Dec 8, 2023 09:26 PST)

Susan Blankenship, City Clerk

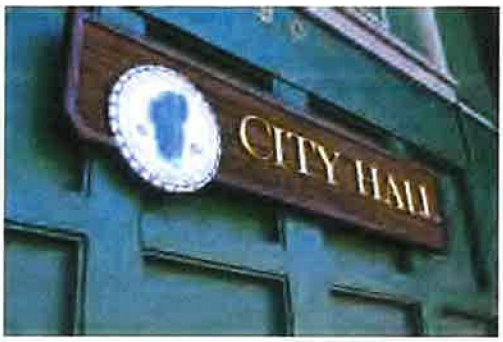
Date Dec 8, 2023

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

# EXHIBIT A

## SCOPE OF SERVICES

## Scope of Work Understanding




TRB understands that the City of South Lake Tahoe Development Services Department is seeking qualified consultants to assist with as-needed Plan Review, Permit Technician, and Field Inspection Services on a range of project types, as detailed in the Scope of Service, Section 10 (pages 6-9) of the City's Request for Proposal document. In general, it is understood that plan review, inspection, and permit technician tasks will comprise ensuring projects adhere to the City's latest adopted Municipal Codes and Title 24 California Building Standards Codes covering structural, civil, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical, and electrical provisions.

The achievement of the City's goals is at the heart of the services we provide. We have been able to consistently meet our clients' goals by implementing the following principles:

- ✓ Garnering a problem-solving attitude
- ✓ Gaining awareness of the issues that affect the community
- ✓ Applying the right expertise in a responsive manner

The following reflects our proposed work plan for providing the requested scope of services.

## Project Approach Overview

Our approach to this engagement is centered on fostering open communication between our firm and the City. On an ongoing basis, our Project Manager is committed to maintaining regular communication with City staff to ensure that we are kept apprised of current code interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during permit counter, document review, and/or inspection activities. We value the importance of the City's projects and are committed to meeting all project service delivery deadlines. We will document and report all plan review and inspection findings, tracking information, and other reports, as required by the City.

Throughout this engagement, our key team members will be available to meet with City staff either via phone or in person to address questions that may come up during the course of a project. We understand that being accessible to project stakeholders is essential in helping ensure that decisions are made in a timely manner; as such, our firm is committed to responding to all inquiries within 1 business day. We encourage discussions via in-person meetings, telecon, and/or Zoom or similar formats as agreeable and necessary to achieve the most expeditious results.

### Quality Control Assurance

Quality and on-time service are of paramount importance to us. Though we employ only licensed and experienced plan reviewers, certified inspectors and key administrative staff and expect their work to be of high standard, we have instituted a quality control policy to ensure this standard is maintained. At the core of our quality control approach is a "two sets of eyes" policy in place.

All work performed by staff are reviewed for quality control by senior members of our team. Our **Project Manager & Quality Control Principal, Dominic Ma SE,** hold primary responsibility for ensuring accuracy and consistency (QA/QC) in the application of adopted codes and standards. On an ongoing basis, our Inspection Services Manager assesses Inspector performance, and our Plan Review Manager assesses Plan Review and Document Control performance.

## Project Workplan

### Project Initialization, Scheduling & Management

From our prior experience supporting municipal building departments and divisions, we know that developing a comprehensive understanding of project construction documents and supporting the timely execution of project schedules is of critical importance. To confirm, for any plan review, inspection, or permit technician assignment, TRB members will possess a thorough understanding of all applicable project documents and processes and will be committed to supporting the City with its specific project schedule needs.

### Preliminary Meetings and Project Administration

Shortly after project award, we would propose to hold a meeting to verify project expectations, deliverables, scheduling, and logistical considerations. In this setting, we would look to verify the key roles and responsibilities for all team's party to the assignment. Our **Project Manager, Todd Bailey** will coordinate with our **Plan Review** and **Inspection Services Managers**, to allocate plan review, inspection, and permit technician resources appropriately. The Plan Review Manager will be responsible for oversight of all plan review services provided, and our Inspection Services Manager will be responsible for monitoring and managing any staff augmentation activities. Regular communication between our Project Manager and the TRB team will be ongoing throughout this engagement to ensure alignment on staffing and schedule needs.

### Project Communications

We understand that ongoing communication is essential to ensuring project success. We promote and endorse any tools which help enhance communication between all project participants. We have utilized regularly scheduled calls for instance as a means for TRB, designated project owner, constructor, designer representatives, and others to discuss project schedule and critical path, manpower needs, potential challenges, and other related matters. Having these types of communications allows teams to identify when additional support may be needed and how resources may be best allocated to accommodate the project schedule and critical path. Throughout this engagement, our team members will be available to attend meetings with City staff, as well as design, constructor, and owner teams as needed.

### Record Keeping and Document Management

From our prior experience, TRB understands that projects can involve concurrent, fast-track design and construction efforts, thereby necessitating implementation and management of well-organized processes in place to name and track documents in their various stages of development and review. TRB understands that tracking and maintaining well documented plan review and inspection findings is of paramount importance.

To facilitate timely access to construction inspection results and status information, TRB can initiate its Project Website for use on this assignment. With our project website, all plan review and inspection activities can be documented and posted daily. Our postings can include plan review comment letters and detailed inspection reports (i.e. approval/correction notices), project information, meeting notes, etc.; all of which may be updated on a daily basis. In addition, if so desired by the City, we can also accommodate incoming electronic document postings (i.e. electronic plans, calculations, RFI's, etc.) to allow paperless documentation of the project.

### Workload Accommodation | Timeliness of Response

It is understood that there are often periods of time where the workload extends beyond what may be normally expected. We would like to highlight that our firm has a system in place to accommodate such peaks without compromising turnaround or quality. We have a large number of qualified and experienced team members who we access to assist at times of high workload or emergency need. In the event of a local, regional, or national emergency or disaster, our assigned staff are ready and available to immediately respond to a disaster and help as needed.

## Plan Review Scope & Approach

In accordance with the provisions of the City's RFP, TRB is prepared to perform "Full" or "Segment" plan reviews for residential, multi-family residential, commercial, institutional, and industrial projects encompassing building code, electrical, plumbing, mechanical, fire protection, Title-24 energy, accessibility, and green building standards; as well as grading, drainage, floodplain, wildland urban interface fire severity zone, stormwater, hazardous materials, and State housing law Title-25 factory-built structure considerations, as applicable.

Our reviews consider all relevant project documentation including plans, specifications, calculations, and other related correspondence to verify conformance to adopted local codes, ordinances, regulations, and standards, including following standards and codes:

- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- Swimming Pool & Hot Tub Code
- Adopted NFPA Standards
- Title 6 of the Municipal Code
- California Mechanical Code
- California Fire Code
- Title 24 Energy Standards
- California Green Building Standards Code
- International Property Maintenance Code
- City of South Lake Tahoe Amendments
- Tahoe Regional Planning Agency Code of Ordinances

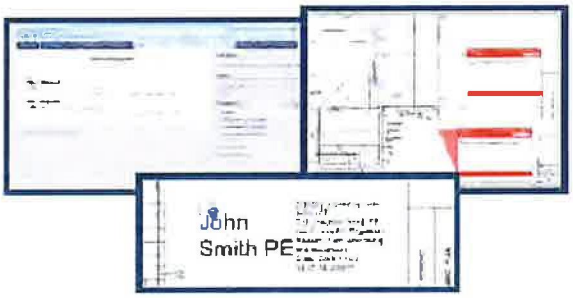
Our team also has extensive experience with Federal ADA, ASCE, ASME, FEMA, NEHRP, and ANSI Standards.

### Alternate Material and Methods

TRB recognizes that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

### Electronic Plan Review and Workflow Status

To confirm, TRB is prepared to perform, track, and communicate all plan review comments and approvals through the City-designated electronic plan review and permitting systems. The staff of TRB has been leaders in the field of digital plan review and workflow management; as such, we have the experience and know-how to efficiently manage the review of electronic documents. To confirm, our team has a wealth of experience working with various electronic plan review systems, including DigEplan, Bluebeam, Accela, and ProjectDox.




### Plan Review Turnaround

To confirm, TRB will adhere to the City-mandated plan review turnaround timeframes of ten (10) working days for initial plan reviews and five (5) working days for subsequent reviews. In addition, any revisions to the comments requested by the City Building Official will be completed within 24 hours after quality assurance review by the City.

## Plan Review Process

The following process represents an example plan review workflow. Please note that this process would be modified to align with the City's specific workflow requirements and needs.

### Step 1 - Preliminary Discussions:

Prior to beginning our initial plan review project, our Project Manager proposes to conduct a meeting or conference call with the City to verify local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.

### Step 2 – Initial Review:

Upon receipt of a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, checking for compliance to all applicable code standards. To confirm, we will adhere to the City's Plan Review Turnaround timeframes. **In general, plan review turnaround timeframe is ten (10) business days for initial reviews and five (5) business days for rechecks and revisions. Timeframes for large-size projects will be confirmed with City staff prior to proceeding with the review.**

All corrections are identified based on compliance with specified codes and regulations and worded so the designer will know what needs attention and how to respond to the issue stated.

### Step 3 – Transmittal of Plans and Comment Lists for Plan Review:

At the heart of our approach in delivering our services to you, is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, TRB has established an internal plan review coordination process to ensure that each plan received for review is properly handled, processed, and returned on time. Our plan tracking procedures are computerized to track each submittal through the review process and maintain accurate and comprehensive records for each submittal. Upon completion of our review, any comments generated are consolidated into a correction letter in the City's preferred format which is remitted to the City for its reference.



### Step 4 – Rechecks:

Upon receipt of the resubmittal package from the City, we will verify that the resubmittal package is complete, and perform a recheck in the agreed-upon timeframe. This process would be repeated until the project plan documents are ready to be recommended for approval.

### Step 5 – Plan Approval:

When all review comments are satisfied, we will forward two sets of all relevant correspondence bearing a "Reviewed for Code Compliance" stamp (including plans, calculations, and specifications), along with any requested transmittal letter indicating our recommendation for project approval for final processing.

## Shipping and Delivery of Plans

TRB is prepared to provide pre-printed overnight shipping labels and/or pickup services to facilitate the transport of any hardcopy plan submittals to our office if needed. Please note that the pickup, shipment and delivery of plan documents and other relevant correspondence to the City is provided at no additional cost to the City.

## Building & Fire Inspection Scope & Approach

TRB is prepared to perform inspection, referring to building plans, structural plans, and material specifications for structures located within the City limits, upon 48-hour notice. Our inspectors are proficient at verifying project conformance to model code standards (Building, Electrical, Mechanical, Plumbing, Green Building and Title 24 Energy & Accessibility), grading & drainage, and locally adopted ordinances (e.g. TRPA provisions). TRB provides all labor and technical, administrative, professional, and other personnel; supplies, materials, equipment and all other resources necessary to perform the specified work. TRB will use existing City forms or can develop correction sheets which meet with the approval of the City and shall maintain written lists of corrections needed to ensure conformance to codes and regulations.

### Field Inspection Process

Our experienced team includes individuals with extensive field inspection experience on a range of project assignment types including municipality "Called Inspections," "Clerk of the Works," and "Inspector of Record" roles; our team can assist with a broad range of inspection responsibilities. Our scope of service areas includes residential, commercial, and industrial facilities, capital improvement projects, municipal agency services and infrastructure revitalization.

Our inspectors are careful to document all inspection activities, adhere to agency-adopted protocols, and follow field procedures and policies as dictated by the Building Official. TRB will maintain daily inspection records and all necessary documents on file for reference by the City. To confirm, TRB staff are available for applicant inquiries and/or conferences during normal City business hours. Our inspections include those identified in the California Model Codes and would be amended or modified as directed by the City.

- Foundation Inspection
- Framing Inspection(s)
- Electrical, Mechanical and Plumbing systems inspection
- Lath and/or Gypsum Board Inspection
- Fire Code Inspection (if requested), e.g. fire suppression systems, alarms, etc.
- Concrete Slab or under-floor Inspection
- Energy Efficiency Measures Inspection
- Green Building Inspection
- Fire Resistive Rated Construction Inspection
- Floodplain Inspection
- Final Inspection



### Remote Virtual Inspection (RVI) Option

Select public agencies have embraced virtual programs to enhance their inspection services, enabling staff to efficiently carry out their duties from remote locations. Notable platforms like Inspected.com, Blitzz, Facetime, Skype, Google Duo, Zoom, and Microsoft Teams are actively employed to facilitate these inspections. At present, TRB effectively utilizes Microsoft Teams and Facetime for these services, while remaining flexible to accommodate other preferred programs upon request.

## Permit Processing / Administration, Scope & Approach

TRB is also prepared to provide Permit Technician, Code Enforcement, and Administrative services support to the City on an as-needed basis. TRB staff are prepared to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official or their designee with the knowledge, skills, and abilities to perform the following functions:

### Permit Technician / Administrative Assistant

- Enter permit and related data into the City permit tracking system.
- Research, compile and prepare various limited reports and presentation graphics.
- Assist the general public at the front counter or by phone regarding building, planning, and engineering permit requirements, application and permit fees, application filing procedures and processing, and permit status.
- Accept permit and related applications and collect fees.
- Screen plans and application materials for completeness and for conformance with City ordinances standards, policies, and guidelines.
- Review application materials for compliance with conditions of project approval; route plans to other City departments for review; approve and issue minor permits; research and respond to public inquiries.
- Other duties as directed.



## Building Code Instruction

As an optional additional service, TRB is prepared to provide Building Code Instruction support to the City in either classroom or field-type settings on a range of technical subjects. **Paul Armstrong** is an award-winning California Building Standards Codes instructor whose accolades include being named **CALBO Instructor of the Year**. Paul is currently providing extensive training on the upcoming code cycle changes to the California Building and Residential Codes to TRB clients, local ICC Chapters, and CALBO Education Week attendees. Paul will be available to provide tailored training to the City and its invited guests upon request.

ICC PREFERRED EDUCATION PROVIDER

## EXHIBIT B

## SCHEDULE OF CHARGES AND TIMELINE

### BUDGET

**TOTAL (not to cumulatively exceed)** **$230,000**

### Fee Proposal

TRB offers the following fixed-fee and hourly rate schedules for services provided. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below. If additional services are requested such as Building Inspection, Staff Augmentation and Other services (e.g., CASp consulting), those services can be provided on an hourly basis at rates shown in the provided Schedule of Hourly Rates and Reimbursables.

### Plan Review Services

Our plan review fees may be calculated as a percentage of the Building Plan Review Fee collected by the City. The fee compensation shown covers three total plan review cycles – the initial plan review and up to two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited and express plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews are subject to a minimum $250 fee.

| Turnaround Timeframe* (in business days) | Segment Review Structural Only Review | Segment Review M/E/P Only Review | Full Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy, Civil) |
|---|---|---|---|
| Standard:<br>- 7 - 10 days first check<br>- 5 - 10 days rechecks | 50% | 50% | 65% |
| Expedited**<br>- 5 - 7 days first check<br>- 5 days rechecks | Standard fee plus an additional 50 percent | Standard fee plus an additional 50 percent | Standard fee plus an additional 50 percent |

Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/ Plumbing Only, etc.), the fee compensation would be on an hourly basis.

* For exceptionally large/complex submittals, Turnaround timeframe would be mutually agreed upon prior to commencement of review.

** Turnaround timeframe would be mutually agreed upon prior to commencement of review.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

## Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

| Position | Hourly Rate |
|---|---|
| Principal | $185.00 |
| Project / Division Manager | $165.00 |
| Building Official | $165.00 |
| Assistant Building Official | $150.00 |
| Supervising Plan Review Engineer/Architect | $150.00 |
| Senior Plan Review Engineer/Architect | $140.00 |
| Senior Plans Examiner (Building & Fire) | $135.00 |
| Plan Review Engineer/Architect | $130.00 |
| Plans Examiner (Building & Fire) | $125.00 |
| Engineering Technician | $ 95.00 |
| Permit Technician III | $ 85.00 |
| Permit Technician II | $ 75.00 |
| Permit Technician I | $ 70.00 |
| Clerical/Admin | $ 60.00 |
| Fire Protection Engineer | $195.00 |
| CASp Certified Inspector/Examiner | $135.00 |
| Grading/Storm Water Plan Review Engineer | $195.00 |
| QSP Storm Water Inspector | $185.00 |
| Inspection Task Leader / Inspector of Record | $150.00 |
| Supervising Inspector | $140.00 |
| Senior Inspector III | $130.00 |
| Senior Inspector II | $125.00 |
| Senior Inspector I | $120.00 |
| Inspector II | $110.00 |
| Inspector I | $100.00 |
| Intern Inspector | $ 75.00 |

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30, 2024, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

## 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: Todd Bailey,
Principal-in-Charge

By: Todd Bailey
Todd Bailey (Dec 13, 2023 10:18 PST)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: David Saechao-RM | |
|---|---|---|
| The Liberty Company Insurance Brokers<br>Lic #0D79653<br>5955 De Soto Ave, Ste 250<br>Woodland Hills CA 91367 | PHONE (A/C, No, Ext): (888) 918-3960 | FAX (A/C, No): |
| | E-MAIL ADDRESS: David.Saechao@libertycompany.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Continental Casualty Company | 20443 |
| INSURER B : | National Fire Ins Co of Hartford | 20478 |
| INSURER C : | Transportation Insurance Co | 20494 |
| INSURER D : | Employers Preferred Ins. Co. | 10346 |
| INSURER E : | U. S. Specialty Insurance Co. | 29599 |
| INSURER F : | | |

**INSURED**
TRB AND ASSOCIATES
3180 CROW CANYON PL #216
SAN RAMON CA 94583

**COVERAGES** **CERTIFICATE NUMBER:** CL23102782067 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 2097186534 | 11/10/2023 | 11/10/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 7013446068 | 11/10/2023 | 11/10/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | | | 7036238862 | 11/10/2023 | 11/10/2024 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 2,000,000<br>$ 2,000,000<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | EIG463819503 | 11/10/2023 | 11/10/2024 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Professional Liability (E&O) | | | USS2334220 | 11/10/2023 | 11/10/2024 | each claim<br>aggregate<br>retention | 2,000,000<br>2,000,000<br>25,000 |

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

Whereby required by written contract or agreement, City of South Lake Tahoe is included as an Additional Insured under the Commercial General Liability on a Primary/Non-Contributory basis. Waiver of Subrogation in favor of the Additional Insured applies to the General Liability.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Expense constant | EXCNT | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $160.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | UEBTF | UEBTF | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $12.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Premium discount | PDIS | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$5.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | OSHEF | OSHEF | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $58.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Assessment Fund | ASMNT | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $122.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Surcharges | SURC | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $41.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Merit Surcharge | MERIT | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$27.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Waiver of Subrogation | WVSUB | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $250.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | YBYI | YBYI | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$1,007.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | UEBTF | UEBTF | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $5.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Increased employer's liability | INEL | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $2.00 |

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# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Premium discount | PDIS | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$281.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Second Injury Fund | 2NDIN | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $224.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

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# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | PAESL | PAESL | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | 1,000 | | $172.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Employment Practices Liability Coverage | EPLI | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 10,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Uninsured motorist combined single limit | UMCSL | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Umbrella(C) | CUMBR | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 2,000,000 | 2,000,000 | | 10,000 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Schedule rate adjustment | SRA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$3,427.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Add'l for policy minimum premium | APMP | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $148.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Increased employer's liability | INEL | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Merit Surcharge | MERIT | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$7.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | LECF | LECF | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $62.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Premium discount | PDIS | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$5.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Schedule rate adjustment | SRA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$6.00 |

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# ARCHITECTS, ENGINEERS AND SURVEYORS LIABILITY EXTENSION WITH OFFICE POLLUTION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

**SCHEDULE OF LIMITS FOR OFFICE PREMISES LIMITED POLLUTION LIABILITY COVERAGE**

| | |
|---|---|
| **Each Pollution Incident Limit** | $2,000,000 |
| **Pollution Liability Aggregate Limit** | $4,000,000 |

(If no entries appear in the above Schedule, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**TABLE OF ENDORSEMENT CONTENTS**

**Item #** **Topic Name**

**Changes to Section A. Coverages**

1. **Enhanced Supplementary Payments**

**Changes to Section B. Exclusions**

2. **Extended Property Damage Coverage**
3. **Contractual Liability for Personal and Advertising Injury**
4. **Owned Workboats and Non-owned Watercraft**
5. **Legal Liability – Damage to Premises/Alienated Premises**
6. **Personal and Advertising Injury – Discrimination or Humiliation**
7. **Property Damage - Elevators**

**Changes to Section C. Who Is An Insured**

8. **Extended Coverage For Newly Acquire/Formed Organizations**
9. **Additional Insureds: State or Political Subdivisions – Permits, State or Political Subdivisions, Controlling Interest, Managers or Lessors of Premises, Mortgagee, Assignee or Receiver, Co-owner of Insured Premises, Lessor of Equipment, Lessor of Land, Trade Show Event Lessor, Engineers, Architects or Surveyors Engaged By You**
10. **Fellow Employee First Aid**
11. **Retired Partners, Members, Directors, and Employees**
12. **Participation in Professional Joint Ventures or in Terminated Joint Ventures, Partnerships or LLCs**
13. **Blanket Additional Insured with Products-Completed Operations Coverage**
    **Additional Insured – Extended Coverage**
    **Estates, Representatives and Spouses**
    **Blanket Waiver of Subrogation**

**Changes to Section D. Liability and Medical Expenses Limits Of Insurance**

14. **General Aggregate Limit of Insurance – Per Project**

**Changes to Section E. Businessowners Liability Conditions**

15. **Broad Knowledge/Notice of Occurrence**

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**Changes to Section F. Liability And Medical Expenses Definitions**

**16. Extended Bodily Injury**

**17. Contractual Liability – Railroads**

**Additional Insuring Agreements**

**18. Office Premises - Limited Pollution Liability Coverage**

**1. Enhanced Supplementary Payments**

The values shown in paragraph **1.f., Coverage Extension – Supplementary Payments,** of **Section A.** Coverages are amended as follows:

**A.** The amount shown in paragraph **(b)** for bail bonds is amended from $1,000 to $5,000.

**B.** The amount shown in paragraph **(d)** for actual loss of earnings because of time off work is amended from $250 per day to $1,000 per day.

**2. Extended Property Damage**

Exclusion **1.a., Expected or Intended Injury**, of **Section B.1. Exclusions Applicable to Business Liability Coverage**, is deleted and replaced with the following:

This insurance does not apply to:

**a.** "**Bodily injury**" or "**property damage**" expected or intended from the standpoint of the insured. This exclusion does not apply to "**bodily injury**" or "**property damage**" resulting from the use of reasonable force to protect persons or property.

**3. Contractual Liability for Personal and Advertising Injury**

Exclusion **1.p.(5)** of **Section B.1. Exclusions Applicable to Business Liability Coverage**, is deleted.

**4. Owned Workboats and Non-owned Watercraft**

Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to make the following changes to the exclusion entitled **Aircraft, Auto or Watercraft**:

**a.** Add the following additional exception to the exclusion:

This exclusion does not apply to:

- Any watercraft owned by you that is less than 30 feet long while being used in the course of your inspection or surveying work.

**b.** Delete exception **(3)** and replace it with the following:

This exclusion does not apply to:

**(3)** A watercraft you do not own that is:

**(a)** Less than 75 feet long; and

**(b)** Not being used to carry persons or property for a charge.

**5. Legal Liability – Damage to Premises/Alienated Premises**

**A.** Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to delete the first two exception statements beneath the exclusion entitled **Damage to Property** and replace them with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises rented to you or temporarily occupied by you with the permission of the owner, nor to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Liability And Medical Expenses Limits Of Insurance**.

Paragraph **(2)** of this exclusion does not apply if the premises are "**your work**."



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**B.** Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to delete the unnumbered exception statement beneath exclusion **p.**, and replace it with the following:

Exclusions **c.** through **i.** and **k.** through **o.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, nor to damage to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Liability And Medical Expenses Limits Of Insurance**.

**6. Personal and Advertising Injury – Discrimination or Humiliation**

**A.** Under **Liability And Medical Expenses Definitions**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

**B.** Under **Exclusions**, the paragraph entitled **Applicable To Business Liability Coverage** is amended to make the following changes to the exclusion entitled **Personal And Advertising Injury** to:

**1.** Delete its subparagraph **(1)** and replace it with the following:

This insurance does not apply to:

"**Personal and advertising injury**":

**(1)** Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "**personal and advertising injury**." This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

**(a)** You; or

**(b)** Any of your "**executive officers**," directors, stockholders, partners or member or (if you are a limited liability company) your managers.

**2.** Add the following new exclusions:

This insurance does not apply to:

- **Employment Related Discrimination**

  Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

- **Premises Related Discrimination**

  Discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this Personal and Advertising Injury – Discrimination or Humiliation provision does not apply to any person or organization who otherwise qualifies as an additional insured on this policy.

**7. Property Damage – Elevators**

Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to add the following additional exception statement beneath the exclusion entitled **Damage to Property**:

Paragraphs **(3)**, **(4)**, and **(6)** of this exclusion do not apply to "**property damage**" that results from the use of elevators.

**8. Extended Coverage For Newly Acquire/Formed Organizations**

**Who Is An Insured** is amended to delete Paragraph **4.a.**.

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**9. Additional Insureds**

**Section C. Who Is An Insured** is amended to include the following additional insureds, subject to the provisions stated below:

**A. State or Political Subdivisions - Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** arising out of:

1. the permitted or authorized operations performed by you or on your behalf. But the insurance granted by this paragraph **A.1.** does not apply to:
   a. **"Bodily injury," "property damage,"** or **"personal and advertising injury"** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **"Bodily injury"** or **"property damage"** included within the **"products-competed operations hazard."**
2. the following hazards in connection with premises you own, rent, or control and to which this insurance applies:
   a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. The construction, erection, or removal of elevators; or
   c. The ownership, maintenance or use of any elevators covered by this insurance.
3. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

   This insurance does not apply to **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of operations performed for the state or municipality.

**B. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

1. Their financial control of you;
2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**C. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any **"occurrence"** which takes place after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**D. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**E. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.



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**F. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

1. To any **"occurrence"** which takes place after the equipment lease expires; or
2. To **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs A. through G. above does not apply to **"bodily injury"** or **"property damage"** included within the **"products-completed-operations hazard."**

**G. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance or use of such land, provided that the **"occurrence"** giving rise to such **"bodily injury"** or **"property damage,"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, or on behalf of, such additional insured.

**H. Trade Show Event Lessor**

1. With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** caused by:
   a. Your acts or omissions; or
   b. Acts or omissions of those acting on your behalf;

In the performance of your ongoing operations at a trade show event premises during the trade show event.

2. The coverage provided by this provision does not apply to **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."**

**I. Engineers, Architects or Surveyors Engaged By You**

An architect, engineer or surveyor engaged by you, but only with respect to liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** caused in whole or in part by your acts or omissions, or the acts or omissions of others acting on your behalf:

a. In connection with your premises; or

b. In the performance of your ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** arising out of the rendering or failure to render any professional services by you or on your behalf, including but not limited to:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

**10. Fellow Employee First Aid**

Paragraph **2.a.(1)(d)** of **Section C. Who Is An Insured** is deleted and replaced with the following:

However none of these **"employees"** is an insured for:

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(d) **"Bodily injury"** or **"personal and advertising injury"** arising out of his or her providing or failing to provide professional health care services. However this restriction does not apply to first aid administered by an **"employee"** who is not an employed doctor or nurse.

**11. Retired Partners, Members, Directors, and Employees**

Paragraph **2.** of **Section C. Who Is An Insured** is amended to include the following as insureds:

Individual persons who are retired partners, members, directors or employees are also insureds, but only for **"bodily injury," "property damage," "personal and advertising injury"** that results from services performed for you under your direct supervision. All limitations that apply to **"employees"** and **"volunteer workers"** also apply to anyone qualifying as an insured under this provision.

**12. Participation in Professional Joint Ventures**

**A.** The following paragraph **5.** is added to **Section C. Who Is An Insured**:

**5.** You are also an insured for your participation in a past or present joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

**a.** Each and every one of your co-venturers are architectural, engineering or surveying firms;

**b.** The joint venture has no direct employees;

**c.** The joint venture does not own, rent or lease any real or personal property; and

**d.** There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, you are insured only for the conduct of your business within such a joint venture. You are not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

**B.** The last paragraph of **Section C. Who Is An Insured** is deleted and replaced by the following:

Except as provided in **5.** above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**13. Blanket Additional Insured with Products-Completed Operations Coverage and Blanket Waiver of Subrogation**

**A. Who Is An Insured** is amended to include as an insured, any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be:

**1.** Currently in effect or becoming effective during the term of this policy; and

**2.** Executed prior to the:

**a.** **"Bodily injury"** or **"property damage"**; or

**b.** Offense that caused the **"personal and advertising injury;"**

for which the additional insured seeks coverage.

**B.** The insurance provided to the additional insured is limited as follows:

**1.** That person or organization is an additional insured only with respect to such person or organization's liability for:

**a.** **"Bodily injury," "property damage"** or **"personal and advertising injury"** to the extent caused by:

**(1)** Your acts or omissions; or

**(2)** Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations specified in the written contract; or

**b.** **"Bodily injury"** or **"property damage"** to the extent caused by **"your work"** specified in the written contract or written agreement and included in the **"products-completed operations hazard,"** but only if:

**(1)** The written contract or written agreement requires you to provide the additional insured such coverage; and



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**(2)** This policy provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to **"bodily injury," "property damage," "personal and advertising injury"** arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including:

   **a.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as a construction manager; or

   **b.** Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. This insurance provided to the additional insured does not apply to **"bodily injury," "property damage,"** or **"personal and advertising injury"** arising out of construction or demolition work while you are acting as a construction or demolition contractor.

**C.** Under **Businessowners Liability Conditions**, the condition entitled **Duties in the Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this policy will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or **"suit"** under this insurance;

2. Tender the defense and indemnity of any claim or **"suit"** to us for a loss we cover under this policy; and

3. Except as provided for in paragraph **D.2.** below:

   **a.** Tender the defense and indemnity of any claim or **"suit"** to any other insurer which also has insurance for a loss we cover under this policy; and

   **b.** Agree to make available any other insurance which the additional insured has for a loss we cover under this policy.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or **"suit"** from the additional insured.

**D.** With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.**, and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any **"suit"** if any other insurer has a duty to defend the additional insured against that **"suit"** if no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   **(a)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   **(b)** The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

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**E. Additional Insured – Extended Coverage**

When an additional insured is added by this or any other endorsement attached to this policy, **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

**a.** An individual, then his or her spouse is an insured;

**b.** A partnership or joint venture, then its partners, members and their spouses are insureds;

**c.** A limited liability company, then its members and managers are insureds; or

**d.** An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are additional insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **Estates, Legal Representatives and Spouses** provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person insureds.

**F. Estates, Legal Representatives and Spouses**

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

**G. Blanket Waiver of Subrogation**

The condition entitled **Transfer of Rights of Recovery Against Others To Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph **2.** and replace it with the following:

**2.** We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "**your work**" done under a contract with that person or organization and included within the "**products-completed operations hazard**."

**14. Amendment- Aggregate Limits of Insurance (Per Project)**

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "**occurrences**" under Coverage **A.1.**, and for all medical expenses caused by accidents under Coverage **A.2.**, which can be attributed only to ongoing operations at a single construction project:

**1.** A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.

**2.** The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under Coverage **A.1.**, except damages because of "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and for medical expenses payable under Coverage **A.2.** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "**suits**" brought; or

**c.** Persons or organizations making claims or bringing "**suits**."

**3.** Any payments made under Coverage **A.1.** for damages or under Coverage **A.2.** for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.



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4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.

**B.** All:

1. Damages because of "**personal and advertising injury**," regardless of the number of construction projects involved;
2. Damages under Coverage **A.1.** which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**"; and
3. Medical expenses under Coverage **A.2.** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project;

will reduce the General Aggregate Limit shown in the Declarations, and shall not reduce any Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "**products-completed operations hazard**" is provided, any payments for damages because of "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any Construction Project General Aggregate limit.

**D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.

**15. Broad Knowledge/Notice of Occurrence**

Under **Businessowners Liability Conditions**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

You must give us or our authorized representative notice of an "**occurrence**," offense, claim or "**suit**" only when the "**occurrence**," offense, claim or "**suit**" is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an "**employee**" designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

Your rights under this policy will not be prejudiced if you fail to give us notice of an "**occurrence**," offense, claim or "**suit**," and that failure is solely due to your reasonable belief that the "**bodily injury**" or "**property damage**" is not covered under this policy. However, you shall give written notice of such "**occurrence**," offense, claim or "**suit**" to us as soon as you are aware that this insurance may apply to such "**occurrence**," offense, claim or "**suit**."

**16. Extended Bodily Injury**

Under **Liability And Medical Expenses Definitions**, the definition of "**Bodily injury**," is deleted and replaced with the following:

"**Bodily Injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental injury or mental anguish sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**17. Contractual Liability – Railroads**

Under **Liability And Medical Expenses Definitions**, and with respect only to operations performed within 50 feet of railroad property, the definition of "**insured contract**" is deleted and replaced by the following:

"**Insured contract**" means:

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a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **"insured contract"**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **"bodily injury"** or **"property damage"** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in paragraph (1) above and supervisory, inspection, architectural or engineering activities.

**18. Office Premises Limited Pollution Coverage**

This Office Premises Limited Pollution Coverage section of the Architects, Engineers and Surveyors Extension endorsement modifies several portions of the Businessowners Liability Coverage Form. These modifications apply only to the coverage provided by this section **18.** of this endorsement.

**A.** The following paragraph **3.** is added to **SECTION A. COVERAGES**:

**3. Office Premises Limited Pollution Coverage**

**a. Insuring Agreement**

**(1)** We will pay those sums that the insured becomes legally obligated to pay as damages because of **"bodily injury"** or **"property damage"** which directly results from a covered **"pollution incident"** to which this insurance applies. We will have the right and duty to defend any **"suit"** seeking those damages, even if any allegations of the **"suit"** are groundless, false or fraudulent. We may at our discretion investigate any **"pollution incident"** and settle any claim or **"suit"** that may result. But:

**(a)** The amount we will pay for damages is limited as described in **SECTION D. Liability And Medical Expenses Limits Of Insurance** as amended by this endorsement; and

**(b)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

**(c)** We have no duty to defend **"suits"** seeking damages not covered by this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph **1.e. Coverage Extension – Supplementary Payments** of **SECTION A.** as amended by this section of the endorsement.

**(2)** We will also reimburse you for **"preventive remedial expense"** that directly results from a covered **"pollution incident"** to which this insurance applies.

We will reimburse you up to $25,000 per annual policy period for all **"preventive remedial expense"** directly resulting from all covered **"pollution incidents,"** subject to a deductible of $5,000 per covered **"pollution incident."** This annual limit is in addition to the per incident deductible, and is in



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addition to the Pollution Liability Aggregate Limit described in **SECTION D. Liability And Medical Expenses Limits Of Insurance** as amended by this endorsement.

This **"preventive remedial expense"** coverage does not apply to expenses that are covered by any other insurance available to the insured.

**(3)** This insurance applies to **"bodily injury,"** **"property damage"** or **"preventive remedial expense"** at, on or from **"your office premises"** only if:

**(a)** The **"bodily injury"** directly results from a **"pollution incident"** that happens entirely above-ground at or from **"your office premises"**; or

**(b)** The **"property damage"** occurs off of **"your office premises"** and directly results from a **"pollution incident"** that happens entirely above-ground at or from **"your office premises"**; or

**(c)** The **"preventive remedial expense"** directly results from a **"pollution incident"** that happens entirely above-ground on **"your office premises"** and does not result in any covered **"bodily injury"** or **"property damage;"** and

**(d)** The **"pollution incident"**:

**(i)** is demonstrable as commencing and ending within 72 hours;

**(ii)** is accidental;

**(iii)** **"commences during the policy period"**; and

**(iv)** happens in the **"coverage territory."**

**(4)** Commences during the **"policy period"** means that the first emission, discharge, release or escape of the **"pollutant"** or **"pollutants"** from which the **"bodily injury"** or **"property damage"** arises is demonstrable as having occurred during this policy period.

**(5)** All **"bodily injury"** or **"property damage"** resulting from one **"pollution incident"** shall be deemed to have occurred only at the commencement date of the covered **"pollution incident."**

**(6)** The insured's responsibility to pay damages because of **"bodily injury"** or **"property damage"** must be determined in a **"suit"** on the merits in the **"coverage territory"** or in a settlement we agree to.

**(7)** Damages because of **"bodily injury"** include damages claimed by any person or organization for care, loss of services, or death resulting from the **"bodily injury."**

**B. SECTION B.1. EXCLUSIONS** is deleted and replaced by the following:

This insurance does not apply to:

**a.** **"Bodily injury,"** **"property damage"** or **"preventive remedial expense"** expected or reasonably foreseeable from the standpoint of the insured.

**b.** **"Bodily injury,"** **"property damage"** or **"preventive remedial expense"** arising out of a **"pollution incident"** which is a repeat or resumption of a previous **"pollution incident"** involving the same pollutant from essentially the same source within the previous twelve (12) months, at the same premises.

**c.** **"Bodily injury"** or **"property damage"** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**d.** Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e.** **"Bodily injury"** to:

**(1)** An employee of the insured arising out of and in the course of:

**(i)** employment by the insured; or

**(ii)** performing duties related to the conduct of the insured's business.

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**(2)** The spouse, child, parent, brother or sister of that employee as a consequence of **(1)** above.

This exclusion applies:

**(1)** Whether the insured may be liable as an employer or in any other capacity; and

**(2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**f.** **"Property damage"** to

**(1)** A **"waste facility"** to which waste from the operations of an insured is consigned;

**(2)** Property you own, rent, or occupy now or at any time in the past;

**(3)** Premises you sell, give away or abandon, if the **"property damage"** arises out of any part of those premises;

**(4)** Property loaned to an insured; or

**(5)** Personal property in care, custody or control of an insured.

Paragraph **(2)** of this exclusion **f.** does not apply to **"preventive remedial expense"** at property you own, rent or occupy now.

**g.** **"Bodily injury"** at or from a **"waste facility"** to which waste from the operation of an insured is consigned.

**h.** **"Bodily injury,"** **"property damage"** or **"preventive remedial expense"** arising out of a **"pollution incident"** at or from a **"waste facility"** which is on **"your office premises."**

**i.** **"Bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."**

**j.** **"Bodily injury"** or **"property damage"** arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.

**k.** **"Bodily injury"** or **"property damage"** arising out of heat, smoke or fumes from a hostile fire at any premises, site or location which is or was at any time owned or occupied by or rented or loaned to any insured.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

**l.** **"Bodily injury"** or **"property damage"** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **"auto,"** rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **"loading or unloading."**

This exclusion does not apply to **"bodily injury"** or **"property damage"** arising out of parking an **"auto"** on, or on the ways next to, premises you own or rent, provided the **"auto"** is not owned by or rented or loaned to you or the insured.

**m.** **"Bodily injury"** or **"property damage"** arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.

**n.** **"Bodily injury,"** **"property damage"** or **"preventive remedial expense"** arising out of a **"pollution incident"** which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

**(1)** The insured; or

**(2)** You or any of your members, partners, executive officers or managers of limited liability companies.

**o.** **"Bodily injury,"** **"property damage"** or **"preventive remedial expense"** arising out of acid rain.

**p.** Any loss, cost or expense arising out of any request, demand or order by a governmental authority that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **"pollutants"** at any site which is included on an EPA or state environmental agency priority clean-up list prior to the "pollution incident."



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q. **"Bodily injury," "property damage"** or **"preventive remedial expense"** arising out of a **"pollution incident"** which results from failure of air or waste water pollution control equipment.

r. **"Bodily injury," "property damage"** or **"preventive remedial expense"** resulting from the **"hazardous properties"** of **"nuclear material."**

As used in this exclusion:

**"Hazardous properties"** includes radioactive, toxic, or explosive properties;

**"Nuclear material"** means **"source material," "special nuclear material,"** or **"by-product material"**;

**"Source material," "special nuclear material,"** and **"by-product material"** have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.

s. **"Bodily injury," "property damage"** or **"preventive remedial expense"** arising out of a **"pollution incident"** from any insured's premises that was used by that insured for the storage, disposal, processing or treatment of waste materials and was:

**(1)** Sealed off, closed, abandoned or alienated prior to the effective date of this policy; or

**(2)** Sealed off or closed subject to statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after sealing off or closure.

t. **"Bodily injury," "property damage"** or **"preventive remedial expense"** arising out of waste derived from medical services, procedures, testing or research, and which could potentially transmit disease.

u. Any multiple damages, **"punitive or exemplary damages"** or fines or penalties. However, if a **"suit"** is brought against the insured with respect to a claim for acts or alleged acts falling within the coverage hereof, seeking both compensatory and **"punitive or exemplary"** damages, then we will afford a defense to such action, without liability for such **"punitive or exemplary damages."**

This exclusion does not apply to **"suits"** brought in the state of Texas.

v. **"Bodily injury," "property damage"** or **"preventive remedial expense"** arising out of:

**(1)** the actual, alleged or threatened exposure at any time to asbestos or any loss, cost, or expense that may be awarded or incurred by reason of a claim or **"suit"** for such injury or damage; or

**(2)** complying with a governmental direction or request to test for, monitor, clean-up, remove, contain, or dispose of asbestos.

Asbestos means the mineral in any form whether or not the asbestos was at any time:

**(1)** Airborne as a fiber, particle, or dust;

**(2)** Contained in or formed a part of a product, structure, or other real or personal property;

**(3)** Carried on clothing;

**(4)** Inhaled or ingested; or

**(5)** Transmitted by any other means.

w. **"Bodily injury"** or **"property damage"** arising out of:

**(1)** The transportation of **"mobile equipment"** by **"auto"** owned or operated by or rented or loaned to any insured; or

**(2)** The use of **"mobile equipment"** in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

x. Any loss, cost or expense arising out of any:

**(1)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **"pollutants"**; or

**(2)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **"pollutants."**

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However, this exclusion does not apply to liability for damages because of **"property damage"** that is not otherwise excluded by this coverage, **Office Premises Limited Pollution Coverage**, unless the request, demand, order or statutory or regulatory requirement or claim or **"suit"** is solely by or on behalf of a governmental authority.

**C.** Paragraph **2.b.(1)** of **Medical Expenses**, of **SECTION A. Coverages** is deleted and replaced by the following:

**(1)** Expenses incurred by the insured for first aid to others at the time of a **"pollution incident"** for **"bodily injury"** to which this insurance applies.

**D.** **SECTION C. WHO IS AN INSURED** is amended as follows:

**1.** The following subparagraph **d.** is added to paragraph **4.** of **SECTION C. WHO IS AN INSURED**:

**d.** Coverage **4.**, **Office Premises Limited Pollution Coverage**, does not apply to **"bodily injury"** or **"property damage"** arising out of **"pollution incidents"** that occurred before you acquired or formed the organization.

**2.** The following additional paragraph is added at the end of **SECTION C. WHO IS AN INSURED**:

No person or organization identified as an insured on any endorsement now or hereafter attached to this policy is an insured with respect to COVERAGE **4., Office Premises Limited Pollution Coverage**, unless that endorsement specifically references **Office Premises Limited Pollution Coverage** by name.

**E.** **SECTION D. Liability And Medical Expenses Limits Of Insurance** is deleted and replaced by the following:

**LIMITS OF INSURANCE**

**1.** The Limits of Insurance described in this endorsement's Schedule of Limits for Office Premises Limited Pollution Coverage, and the rules below fix the most we will pay regardless of the number of:

**a.** Insureds;

**b.** Claims made or **"suits"** brought; or

**c.** Persons or organizations making claims or bringing **"suits."**

**2.** The Pollution Liability Aggregate Limit is the most we will pay for all damages because of all **"bodily injury"** and **"property damage"** directly resulting from all **"pollution incidents"** to which **Office Premises Limited Pollution Coverage** applies.

**3.** Subject to **2.** above, the Each Pollution Incident Limit shown in the Schedule is the most we will pay for the sum of all damages because of **"bodily injury"** and **"property damage"** directly resulting from any one **"pollution incident"** to which **Office Premises Limited Pollution Coverage** applies.

**4.** The Limits of Insurance of this **Office Premises Limited Pollution Coverage** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

**5.** The Limits of Insurance for this **Office Premises Limited Pollution Coverage** are separate from and not subject to the General Aggregate Limit for COVERAGE **1.** Business Liability.

**6.** The Limits of Insurance for this **Office Premises Limited Pollution Coverage** shall not be amended by any endorsement attached to this policy which does not specifically reference **Office Premises Limited Pollution Coverage**.

**F.** **SECTION E. BUSINESSOWNERS LIABILITY CONDITIONS** is amended as follows:

**1.** Condition **2.a.** is replaced by the following:

**2. Duties In The Event of Pollution Incident, Claim or Suit.**

**a.** You must see to it that we are notified as soon as practicable of a **"pollution incident"** that may result in a claim. To the extent possible, notice should include:

**(1)** How, when, and where the **"pollution incident"** took place;

**(2)** The names and addresses of any injured persons and witnesses; and



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(3) The nature and location of any release, and of any injury or damage arising out of the "**pollution incident**."

2. The following Condition is added:

**Remediation of Insured's Premises**

a. Except for "**preventive remedial expense**" as described in paragraph **4.a.(2)** of **SECTION A. COVERAGES**, this policy's **Office Premises Limited Pollution Coverage** doesn't provide coverage for clean-up of "**your premises**." If a "**pollution incident**" happens on "**your premises**" that poses imminent and substantial danger of "**bodily injury**" or "**property damage**" to which this insurance applies, you must promptly take at your own expense all reasonable steps to curtail or prevent covered "**bodily injury**" or "**property damage**" from happening.

b. If, in defiance of the intent of this policy, we are ever compelled by court or governmental order to pay to clean up part or all of "**your premises**," you agree to reimburse us for all such costs.

G. **SECTION H. OTHER INSURANCE** of the Businessowners Common Policy Conditions is amended to add the following paragraph **4.**:

4. This condition does not apply to coverage afforded under Insuring Agreement **a.(2)** of Coverage **4. Office Premises Limited Pollution Coverage.**

H. **SECTION F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS** is amended to include the following definitions:

"**Commences during the policy period**" means that the first emission, discharge, release or escape of the "**pollutant**" or "**pollutants**" from which the "**bodily injury**" or "**property damage**" arises is demonstrable as having occurred during this policy period.

"**Pollution incident**" means the emission, discharge, release, or escape of "**pollutants**," provided that such emission, discharge, release, or escape results in the injurious presence of "**pollutants**" in or upon land, the atmosphere, interior of a building or any water course, body of water or ground water. A series of related emissions, discharges, releases or escapes of "**pollutants**" will be deemed to be one "**pollution incident**."

"**Pollutants**" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"**Preventive remedial expense**" means expenses incurred by you for the removal or neutralization of "**pollutants**" on "**your office premises**," directly resulting from a covered "**pollution incident**."

"**Punitive or exemplary damages**" means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

"**Waste facility**" means any site to which waste is delivered for storage, disposal, processing or treatment, whether or not such site is licensed by a governmental authority to perform such storage, disposal, processing or treatment.

"**Your office premises**" means "**locations**" you own, rent or occupy for general office purposes. "**Your office premises**" does not mean storage yards, nor land held for speculation or development, even if such yards or land adjoin your office building. "**Your office premises**" does not mean premises you live in. For the purpose of this definition, "**location**" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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All other terms and conditions of the Policy remain unchanged.



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# ARCHITECTS, ENGINEERS AND SURVEYORS CHOICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

**SUMMARY OF COVERAGES AND LIMITS**

The following is a summary of the Coverages and Limits provided by this Architects, Engineers, and Surveyors Choice Endorsement. No coverage is provided by this summary. Please refer to the pertinent provisions herein to review coverages and limits. The Limits shown below in this summary apply on an each "occurrence" basis unless indicated otherwise (* next to the limit means the limit applies at each described premises).

| Coverage | Limit |
|---|---|
| Accounts Receivable | $225,000* |
| Accounts Receivable – Away From Described Premises and in Transit | $225,000 |
| Business Income and Extra Expense – Extended Business Income | Additional 30 days |
| Business Income and Extra Expense – Newly Acquired Locations | Additional $250,000 each newly acquired location |
| Business Personal Property at Unnamed Locations | $25,000 each unnamed location |
| Claim Data Expense | Additional $10,000 |
| Computer Fraud | $10,000 |
| Contract Penalty Clause | $5,000 annual aggregate |
| Electronic Data Processing Equipment and Electronic Media and Data - Worldwide Coverage Extension (Described Premises) | Additional $50,000* |
| Electronic Data Processing Equipment and Electronic Media and Data – Worldwide Coverage Extension (Off Premises) | Additional $50,000 |
| Fine Arts | Additional $75,000 |
| Limited Building Coverage – Tenant Obligation | $10,000* |
| Lost Key Consequential Loss | Additional $500* |
| Newly Acquired or Constructed Business Personal Property | Additional $250,000 each newly acquired premises |
| Ordinance or Law – Increased Period of Restoration | Additional $25,000* |
| Outdoor Trees, Shrubs, Plants and Lawns | Additional $7,000* |
| Owned Watercraft less than 20 feet long | $7,500 each watercraft |
| Rental Expense – Temporary Substitute Equipment | $5,000 |
| Unauthorized Business Credit/Debit Card Use | $10,000 |
| Utility Services – Direct Damage | $10,000* |
| Valuable Papers | $150,000* |
| Valuable Papers – Away From Described Premises and in Transit | $150,000 |

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance coverage stated below.

The **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM, BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM, ADDITIONAL COVERAGES** and **COVERAGE EXTENSIONS** are changed as follows:

1. Section **A. COVERAGE**, item **1. Covered Property**, subsection **b. Business Personal Property** is deleted and replaced by the following:

   **Business Personal Property,** meaning business personal property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1000 feet of the described premises, including:

   **(1)** Property you own that is used in your business;

   **(2)** Property of others that is in your care, custody or control; and

   **(3)** Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

      **(a)** Made a part of the building or structure you occupy but do not own;

      **(b)** You acquired or made at your expense but cannot legally remove; and



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## SCHEDULE OF FORMS AND ENDORSEMENTS

| Endorsement Number | Form Name | Form Number | Form Edition Date |
|---|---|---|---|
| | IMPORTANT INFORMATION TO OUR CALIFORNIA COMMERCIAL AUTOMOBILE POLICYHOLDERS | G-300699-B | 07-2014 |
| | BUSINESS AUTO COVERAGE PART DECLARATIONS | CNA85611XX | 01-2017 |
| | PAYMENT PLAN SCHEDULE | CNA84401XX | 12-2015 |
| | UNINSURED/UNDERINSURED MOTORIST SUPPLEMENTARY SCHEDULE | CNA86257XX | 07-2016 |
| | COMMON POLICY CONDITIONS | IL 00 17 | 11-1998 |
| | BUSINESS AUTO COVERAGE FORM | CA 00 01 | 10-2013 |
| 1 | CALIFORNIA CHANGES | CA 01 43 | 10-2013 |
| 2 | CALIFORNIA CHANGES - WAIVER OF COLLISION DEDUCTIBLE | CA 03 05 | 10-2013 |
| 3 | CALIFORNIA AUTO MEDICAL PAYMENTS COVERAGE | CA 04 24 | 10-2013 |
| 4 | LESSOR - ADDITIONAL INSURED AND LOSS PAYEE | CA 20 01 | 10-2013 |
| 5 | CALIFORNIA UNINSURED MOTORISTS COVERAGE - BODILY INJURY | CA 21 54 | 10-2013 |
| 6 | PUBLIC OR LIVERY PASSENGER CONVEYANCE EXCLUSION | CA 23 44 | 11-2016 |
| 7 | HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN | CA 99 16 | 10-2013 |
| 8 | LOSS PAYABLE CLAUSE | CA 99 44 | 10-2013 |
| 9 | ECONOMIC AND TRADE SANCTIONS CONDITION | G-144291-A | 03-2003 |
| 10 | CALCULATION OF PREMIUM | IL 00 03 | 09-2008 |
| 11 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM) | IL 00 21 | 09-2008 |
| 12 | CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL | IL 02 70 | 07-2020 |



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## UNINSURED/UNDERINSURED MOTORIST SUPPLEMENTARY SCHEDULE

ITEM TWO Declarations Amendment:

The coverage limits shown below apply to covered "**autos**" licensed or principally garaged in, or to "**auto dealer operations**" conducted in, the listed state. Such limits replace any limits shown for the described coverage under ITEM TWO of the Declarations. Refer to the state specific coverage endorsement for a description of the coverage provided.

| **Coverage: Uninsured Motorists** | | | | |
|---|---|---|---|---|
| | **"Bodily Injury" and "Property Damage"** | **"Bodily Injury"** | | **"Property Damage"** |
| **State** | **Combined Single Limit** | **Each Person** | **Each "Accident"** | **Each "Accident"** |
| CA | $1,000,000 | | | |

| **Coverage: Underinsured Motorists (when not included in Uninsured Motorists Coverage)** | | | | |
|---|---|---|---|---|
| | **"Bodily Injury" and "Property Damage"** | **"Bodily Injury"** | | **"Property Damage"** |
| **State** | **Combined Single Limit** | **Each Person** | **Each "Accident"** | **Each "Accident"** |
| | | | | |



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## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

**A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**C. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**D. Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.



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4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



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## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS.**

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "**autos**" that are covered "**autos**" for each of your coverages. The following numerical symbols describe the "**autos**" that may be covered "**autos**". The symbols entered next to a coverage on the Declarations designate the only "**autos**" that are covered "**autos**".

**A. Description Of Covered Auto Designation Symbols**

| Symbol | Description Of Covered Auto Designation Symbols | |
|---|---|---|
| 1 | Any "**Auto**" | |
| 2 | Owned "**Autos**" Only | Only those "**autos**" you own (and for Covered Autos Liability Coverage any "**trailers**" you don't own while attached to power units you own). This includes those "**autos**" you acquire ownership of after the policy begins. |
| 3 | Owned Private Passenger "**Autos**" Only | Only the private passenger "**autos**" you own. This includes those private passenger "**autos**" you acquire ownership of after the policy begins. |
| 4 | Owned "**Autos**" Other Than Private Passenger "**Autos**" Only | Only those "**autos**" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "**trailers**" you don't own while attached to power units you own). This includes those "**autos**" not of the private passenger type you acquire ownership of after the policy begins. |
| 5 | Owned "**Autos**" Subject To No-fault | Only those "**autos**" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "**autos**" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned "**Autos**" Subject To A Compulsory Uninsured Motorists Law | Only those "**autos**" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "**autos**" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | Specifically Described "**Autos**" | Only those "**autos**" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "**trailers**" you don't own while attached to any power unit described in Item Three). |



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| | | |
|---|---|---|
| 8 | Hired "**Autos**" Only | Only those "**autos**" you lease, hire, rent or borrow. This does not include any "**auto**" you lease, hire, rent or borrow from any of your "**employees**", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. |
| 9 | Non-owned "**Autos**" Only | Only those "**autos**" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "**autos**" owned by your "**employees**", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs. |
| 19 | Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only | Only those "**autos**" that are land vehicles and that would qualify under the definition of "**mobile equipment**" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "**autos**" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "**auto**" you acquire will be a covered "**auto**" for that coverage only if:
   a. We already cover all "**autos**" that you own for that coverage or it replaces an "**auto**" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "**autos**" for Covered Autos Liability Coverage:

1. "**Trailers**" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "**Mobile equipment**" while being carried or towed by a covered "**auto**".
3. Any "**auto**" you do not own while used with the permission of its owner as a temporary substitute for a covered "**auto**" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "**Loss**"; or
   e. Destruction.



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## SECTION II – COVERED AUTOS LIABILITY COVERAGE

### A. Coverage

We will pay all sums an "**insured**" legally must pay as damages because of "**bodily injury**" or "**property damage**" to which this insurance applies, caused by an "**accident**" and resulting from the ownership, maintenance or use of a covered "**auto**".

We will also pay all sums an "**insured**" legally must pay as a "**covered pollution cost or expense**" to which this insurance applies, caused by an "**accident**" and resulting from the ownership, maintenance or use of covered "**autos**". However, we will only pay for the "**covered pollution cost or expense**" if there is either "**bodily injury**" or "**property damage**" to which this insurance applies that is caused by the same "**accident**".

We have the right and duty to defend any "**insured**" against a "**suit**" asking for such damages or a "**covered pollution cost or expense**". However, we have no duty to defend any "**insured**" against a "**suit**" seeking damages for "**bodily injury**" or "**property damage**" or a "**covered pollution cost or expense**" to which this insurance does not apply. We may investigate and settle any claim or "**suit**" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. Who Is An Insured

The following are "**insureds**":

a. You for any covered "**auto**".

b. Anyone else while using with your permission a covered "**auto**" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "**auto**".

This exception does not apply if the covered "**auto**" is a "**trailer**" connected to a covered "**auto**" you own.

(2) Your "**employee**" if the covered "**auto**" is owned by that "**employee**" or a member of his or her household.

(3) Someone using a covered "**auto**" while he or she is working in a business of selling, servicing, repairing, parking or storing "**autos**" unless that business is yours.

(4) Anyone other than your "**employees**", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "**employees**", while moving property to or from a covered "**auto**".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "**auto**" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "**insured**" described above but only to the extent of that liability.

#### 2. Coverage Extensions

a. **Supplementary Payments**

We will pay for the "**insured**":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "**accident**" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "**suit**" against the "**insured**" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "**insured**" at our request, including actual loss of earnings up to $250 a day because of time off from work.



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(5) All court costs taxed against the "**insured**" in any "**suit**" against the "**insured**" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "**insured**".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "**suit**" against the "**insured**" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

**b. Out-of-state Coverage Extensions**

While a covered "**auto**" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "**auto**" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "**auto**" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

**B. Exclusions**

This insurance does not apply to any of the following:

**1. Expected Or Intended Injury**

"**Bodily injury**" or "**property damage**" expected or intended from the standpoint of the "**insured**".

**2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

**a.** Assumed in a contract or agreement that is an "**insured contract**", provided the "**bodily injury**" or "**property damage**" occurs subsequent to the execution of the contract or agreement; or

**b.** That the "**insured**" would have in the absence of the contract or agreement.

**3. Workers' Compensation**

Any obligation for which the "**insured**" or the "**insured's**" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**4. Employee Indemnification And Employer's Liability**

"**Bodily injury**" to:

**a.** An "**employee**" of the "**insured**" arising out of and in the course of:

(1) Employment by the "**insured**"; or

(2) Performing the duties related to the conduct of the "**insured's**" business; or

**b.** The spouse, child, parent, brother or sister of that "**employee**" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "**insured**" may be liable as an employer or in any other capacity; and



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(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "**bodily injury**" to domestic "**employees**" not entitled to workers' compensation benefits or to liability assumed by the "**insured**" under an "**insured contract**". For the purposes of the Coverage Form, a domestic "**employee**" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. **Fellow Employee**

"**Bodily injury**" to:

a. Any fellow "**employee**" of the "**insured**" arising out of and in the course of the fellow "**employee's**" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "**employee**" as a consequence of Paragraph **a.** above.

6. **Care, Custody Or Control**

"**Property damage**" to or "**covered pollution cost or expense**" involving property owned or transported by the "**insured**" or in the "**insured's**" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. **Handling Of Property**

"**Bodily injury**" or "**property damage**" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "**insured**" for movement into or onto the covered "**auto**"; or

b. After it is moved from the covered "**auto**" to the place where it is finally delivered by the "**insured**".

8. **Movement Of Property By Mechanical Device**

"**Bodily injury**" or "**property damage**" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "**auto**".

9. **Operations**

"**Bodily injury**" or "**property damage**" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "**mobile equipment**"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "**mobile equipment**" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. **Completed Operations**

"**Bodily injury**" or "**property damage**" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;



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(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. **Pollution**

"**Bodily injury**" or "**property damage**" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "**pollutants**":

**a.** That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "**auto**";

(2) Otherwise in the course of transit by or on behalf of the "**insured**"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "**auto**";

**b.** Before the "**pollutants**" or any property in which the "**pollutants**" are contained are moved from the place where they are accepted by the "**insured**" for movement into or onto the covered "**auto**"; or

**c.** After the "**pollutants**" or any property in which the "**pollutants**" are contained are moved from the covered "**auto**" to the place where they are finally delivered, disposed of or abandoned by the "**insured**".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "**pollutants**" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "**auto**" or its parts if:

(1) The "**pollutants**" escape, seep, migrate or are discharged, dispersed or released directly from an "**auto**" part designed by its manufacturer to hold, store, receive or dispose of such "**pollutants**"; and

(2) The "**bodily injury**", "**property damage**" or "**covered pollution cost or expense**" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "**mobile equipment**".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "**accidents**" that occur away from premises owned by or rented to an "**insured**" with respect to "**pollutants**" not in or upon a covered "**auto**" if:

(a) The "**pollutants**" or any property in which the "**pollutants**" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "**auto**"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "**pollutants**" is caused directly by such upset, overturn or damage.

12. **War**

"**Bodily injury**" or "**property damage**" arising directly or indirectly out of:

**a.** War, including undeclared or civil war;

**b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.



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**13. Racing**

Covered "**autos**" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "**auto**" is being prepared for such a contest or activity.

**C. Limit Of Insurance**

Regardless of the number of covered "**autos**", "**insureds**", premiums paid, claims made or vehicles involved in the "**accident**", the most we will pay for the total of all damages and "**covered pollution cost or expense**" combined resulting from any one "**accident**" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "**bodily injury**", "**property damage**" and "**covered pollution cost or expense**" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "**accident**".

No one will be entitled to receive duplicate payments for the same elements of "**loss**" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

**SECTION III – PHYSICAL DAMAGE COVERAGE**

**A. Coverage**

1. We will pay for "**loss**" to a covered "**auto**" or its equipment under:

   **a. Comprehensive Coverage**

   From any cause except:

   **(1)** The covered "**auto's**" collision with another object; or

   **(2)** The covered "**auto's**" overturn.

   **b. Specified Causes Of Loss Coverage**

   Caused by:

   **(1)** Fire, lightning or explosion;

   **(2)** Theft;

   **(3)** Windstorm, hail or earthquake;

   **(4)** Flood;

   **(5)** Mischief or vandalism; or

   **(6)** The sinking, burning, collision or derailment of any conveyance transporting the covered "**auto**".

   **c. Collision Coverage**

   Caused by:

   **(1)** The covered "**auto's**" collision with another object; or

   **(2)** The covered "**auto's**" overturn.

2. **Towing**

   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "**auto**" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

   If you carry Comprehensive Coverage for the damaged covered "**auto**", we will pay for the following under Comprehensive Coverage:



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a. Glass breakage;

b. "**Loss**" caused by hitting a bird or animal; and

c. "**Loss**" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "**auto's**" collision or overturn considered a "**loss**" under Collision Coverage.

4. **Coverage Extensions**

a. **Transportation Expenses**

We will pay up to $20 per day, to a maximum of $600, for temporary transportation expense incurred by you because of the total theft of a covered "**auto**" of the private passenger type. We will pay only for those covered "**autos**" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "**auto**" is returned to use or we pay for its "**loss**".

b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "**insured**" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "**auto**";

(2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "**auto**"; or

(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "**auto**".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. **Exclusions**

1. We will not pay for "**loss**" caused by or resulting from any of the following. Such "**loss**" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "**loss**".

a. **Nuclear Hazard**

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. **War Or Military Action**

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "**loss**" to any covered "**auto**" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "**loss**" to any covered "**auto**" while that covered "**auto**" is being prepared for such a contest or activity.



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3. We will not pay for "**loss**" due and confined to:
   a. Wear and tear, freezing, mechanical or electrical breakdown.
   b. Blowouts, punctures or other road damage to tires.

   This exclusion does not apply to such "**loss**" resulting from the total theft of a covered "**auto**".
4. We will not pay for "**loss**" to any of the following:
   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
   b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.
5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "**auto's**" electrical system that, at the time of "**loss**", is:
   a. Permanently installed in or upon the covered "**auto**";
   b. Removable from a housing unit which is permanently installed in or upon the covered "**auto**";
   c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
   d. Necessary for the normal operation of the covered "**auto**" or the monitoring of the covered "**auto's**" operating system.
6. We will not pay for "**loss**" to a covered "**auto**" due to "**diminution in value**".

**C. Limits Of Insurance**

1. The most we will pay for:
   a. "**Loss**" to any one covered "**auto**" is the lesser of:
      **(1)** The actual cash value of the damaged or stolen property as of the time of the "**loss**"; or
      **(2)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
   b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "**loss**" is $1,000, if, at the time of "**loss**", such electronic equipment is:
      **(1)** Permanently installed in or upon the covered "**auto**" in a housing, opening or other location that is not normally used by the "**auto**" manufacturer for the installation of such equipment;
      **(2)** Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
      **(3)** An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "**loss**".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.



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**D. Deductible**

For each covered "**auto**", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "**loss**" caused by fire or lightning.

**SECTION IV – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**A. Loss Conditions**

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "**loss**", either may demand an appraisal of the "**loss**". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "**loss**". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

**a.** Pay its chosen appraiser; and

**b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

**a.** In the event of "**accident**", claim, "**suit**" or "**loss**", you must give us or our authorized representative prompt notice of the "**accident**" or "**loss**". Include:

**(1)** How, when and where the "**accident**" or "**loss**" occurred;

**(2)** The "**insured's**" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

**b.** Additionally, you and any other involved "**insured**" must:

**(1)** Assume no obligation, make no payment or incur no expense without our consent, except at the "**insured's**" own cost.

**(2)** Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "**suit**".

**(3)** Cooperate with us in the investigation or settlement of the claim or defense against the "**suit**".

**(4)** Authorize us to obtain medical records or other pertinent information.

**(5)** Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

**c.** If there is "**loss**" to a covered "**auto**" or its equipment, you must also do the following:

**(1)** Promptly notify the police if the covered "**auto**" or any of its equipment is stolen.

**(2)** Take all reasonable steps to protect the covered "**auto**" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

**(3)** Permit us to inspect the covered "**auto**" and records proving the "**loss**" before its repair or disposition.

**(4)** Agree to examinations under oath at our request and give us a signed statement of your answers.



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3. **Legal Action Against Us**

   No one may bring a legal action against us under this Coverage Form until:

   a. There has been full compliance with all the terms of this Coverage Form; and

   b. Under Covered Autos Liability Coverage, we agree in writing that the "**insured**" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "**insured's**" liability.

4. **Loss Payment – Physical Damage Coverages**

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "**auto**" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "**loss**", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "**accident**" or "**loss**" to impair them.

B. **General Conditions**

1. **Bankruptcy**

   Bankruptcy or insolvency of the "**insured**" or the "**insured's**" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

   This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "**insured**", at any time, intentionally conceals or misrepresents a material fact concerning:

   a. This Coverage Form;

   b. The covered "**auto**";

   c. Your interest in the covered "**auto**"; or

   d. A claim under this Coverage Form.

3. **Liberalization**

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

   We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.



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5. **Other Insurance**

   a. For any covered "**auto**" you own, this Coverage Form provides primary insurance. For any covered "**auto**" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "**auto**" which is a "**trailer**" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "**trailer**" is:

      **(1)** Excess while it is connected to a motor vehicle you do not own; or

      **(2)** Primary while it is connected to a covered "**auto**" you own.

   b. For Hired Auto Physical Damage Coverage, any covered "**auto**" you lease, hire, rent or borrow is deemed to be a covered "**auto**" you own. However, any "**auto**" that is leased, hired, rented or borrowed with a driver is not a covered "**auto**".

   c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "**insured contract**".

   d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

   a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

   b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **Policy Period, Coverage Territory**

   Under this Coverage Form, we cover "**accidents**" and "**losses**" occurring:

   a. During the policy period shown in the Declarations; and

   b. Within the coverage territory.

   The coverage territory is:

      **(1)** The United States of America;

      **(2)** The territories and possessions of the United States of America;

      **(3)** Puerto Rico;

      **(4)** Canada; and

      **(5)** Anywhere in the world if a covered "**auto**" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

   provided that the "**insured's**" responsibility to pay damages is determined in a "**suit**" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

   We also cover "**loss**" to, or "**accidents**" involving, a covered "**auto**" while being transported between any of these places.



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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

| Person or Organization | Job Description |
|---|---|
| With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. | |

**This policy is subject to a minimum charge of $250 for the issuance of waivers of subrogation**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

This endorsement, effective 11/10/2023 at 12:01 AM standard time, forms a part of

Policy No. EIG 4638195 03 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to TRB AND ASSOCIATES Endorsement No.

Premium

Countersigned at _____ on _____ By: K. Antonelli
Authorized Representative

**WC 04 03 06**
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# C-257-2023 PSA with TRB and Associates

Final Audit Report 2023-12-13

| | |
|---|---|
| Created: | 2023-12-08 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAJ9aPBOwT8-vi8XN_dtMK1e8r5VYjK2W6 |

## "C-257-2023 PSA with TRB and Associates" History

Document created by Michelle Davis (medavis@cityofslt.us)
2023-12-08 - 5:00:53 PM GMT

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-12-08 - 5:02:49 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-12-08 - 5:25:59 PM GMT

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-12-08 - 5:26:23 PM GMT - Time Source: server

Document emailed to ccreegan@cityofslt.us for signature
2023-12-08 - 5:26:25 PM GMT

Email viewed by ccreegan@cityofslt.us
2023-12-08 - 5:36:44 PM GMT

Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
2023-12-08 - 5:37:03 PM GMT

Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)
Signature Date: 2023-12-08 - 5:37:05 PM GMT - Time Source: server

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2023-12-08 - 5:37:07 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2023-12-08 - 6:59:07 PM GMT

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-12-08 - 7:00:46 PM GMT - Time Source: server

Document emailed to tbailey@trbplus.com for signature

2023-12-08 - 7:00:48 PM GMT

Email viewed by tbailey@trbplus.com

2023-12-13 - 6:16:11 PM GMT

Signer tbailey@trbplus.com entered name at signing as Todd Bailey

2023-12-13 - 6:18:16 PM GMT

Document e-signed by Todd Bailey (tbailey@trbplus.com)

Signature Date: 2023-12-13 - 6:18:18 PM GMT - Time Source: server

Agreement completed.

2023-12-13 - 6:18:18 PM GMT

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 21st day of November 2023 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and 4Leaf Inc.("Consultant").

## RECITALS

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

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

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

## AGREEMENT

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

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

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

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for three (3) years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit 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 **$230,000** without additional written authorization from City. Please note that the not to exceed number is cumulative across three consultant firms. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

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

8. Consultant's Books and Records.

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

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

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

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by

any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

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

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

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

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

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

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

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

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by 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:

Provide a copy to: 4Leaf, Inc.
8896 North Winding Way
Fair Oaks, CA 95628

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 Cristi Creegan
Cristi Creegan (Nov 28, 2023 14:44 PST)

Cristi Creegan, Mayor

Date Nov 28, 2023

CONSULTANT:

By Kevin Duggan

Kevin Duggan, President

Date Nov 29, 2023

Business License # 009764

APPROVED AS TO FORM:

By
Heather Stroud (Nov 28, 2023 14:52 PST)

Heather Stroud, City Attorney

Date Nov 28, 2023

ATTEST:

By
Sue Blankenship (Nov 28, 2023 14:33 PST)

Susan Blankenship, City Clerk

Date Nov 28, 2023

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

**EXHIBIT A**

**SCOPE OF SERVICES**

# SECTION C: SCOPE OF WORK/IMPLEMENTATION

## Scope of Work

After reading the City's proposed Scope of Work, 4LEAF understands what the City is looking for, and we can provide Plan Review, Inspection, and Permitting services, per RFP 2023-10-18, in accordance with the specifications listed within the scope of work. In addition to attending regular meetings with the City's Building Division Management Team, 4LEAF is also prepared to attend regular update meetings as well as pre-construction and pre-design meetings as required.

## PLAN REVIEW SERVICES

4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, TRPA Code of Ordinances, Building Code, City Municipal Code, and all other applicable ordinances. We provide these services for project types including Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

### Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to City Municipal Code and TRPA Code of Ordinances;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

### On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the jurisdiction's discretion. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

### Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing

processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software.

We have a robust amount of experience with software that aids in the implementation of process mapping, such as e-PlanSoft, TRAKiT, EnerGov, Accela, and iWorQ.

## QA/AC Review Process

### Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of South Lake Tahoe each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

### Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

### Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

### Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City of South Lake Tahoe with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

### Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

### Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might

cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

### Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of South Lake Tahoe processing requirements and return them to the City, along with our letter of completion.

## Turn-Around Times

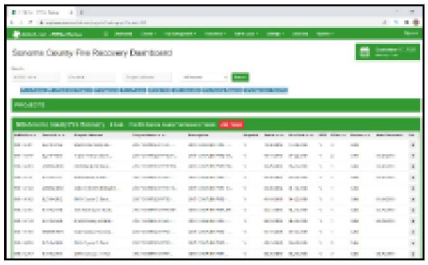
4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

| Type of Plans | Transportation | Initial Review | Resubmittal Review | Resubmittal Review #2 | Expedited Review | Expedited Resubmittal |
|---|---|---|---|---|---|---|
| *Residential | < 24 Hours (pick up & delivery) | < 10 Days | < 5 Days | < 5 Days | < 5 Days | < 3 Days |
| **Multi-Family | < 24 Hours (pick up & delivery) | < 10 Days | < 5 Days | < 5 Days | < 5 Days | < 3 Days |
| Commercial | < 24 Hours (pick up & delivery) | < 10 Days | < 5 Days | < 5 Days | < 5 Days | < 3 Days |
| ***Large Commercial > 15,000 s.f. | < 24 Hours (pick up & delivery) | Negotiable | Negotiable | Negotiable | Negotiable | Negotiable |

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.**

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail pickup@4leafinc.com.

## 4LEAF's EZPlan Review




EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.

## Document Control

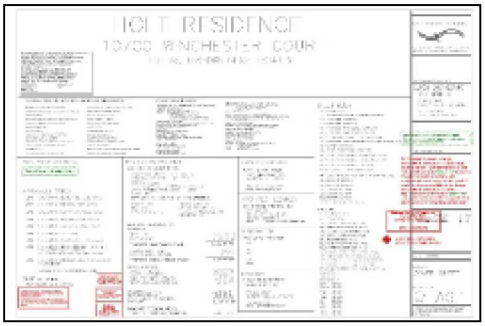
When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.

Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.

## Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.



## Additional Technologies

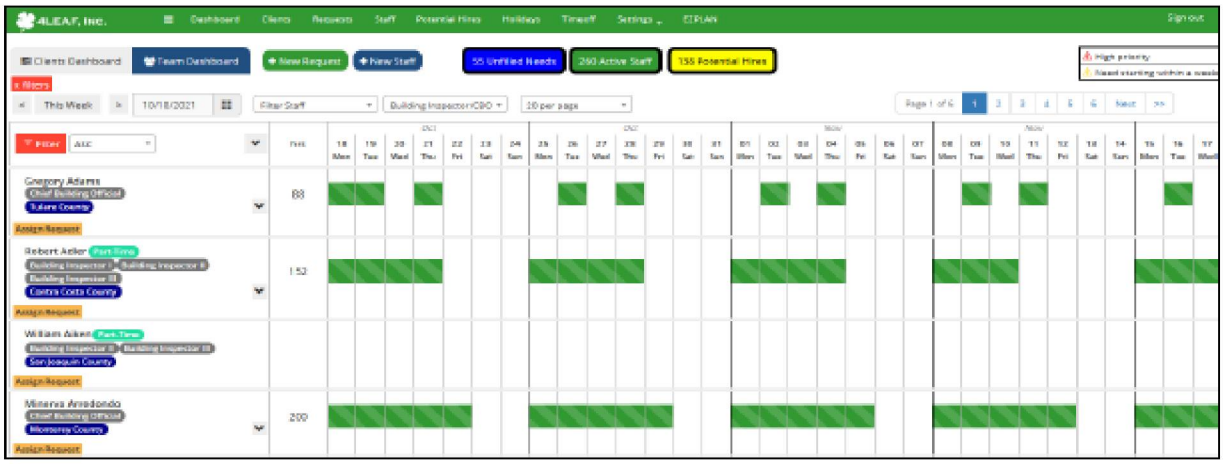
Having served more than 400 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:

e-PlanSoft ProjectDox EnerGov CRW Systems eTRAKIT Online Permitting Systems Accela esri iWorQ

## INSPECTION SERVICES

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work throughout California who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.




### Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

### Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

### Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Southern California, the Central Valley, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, and North Bay.

### Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF

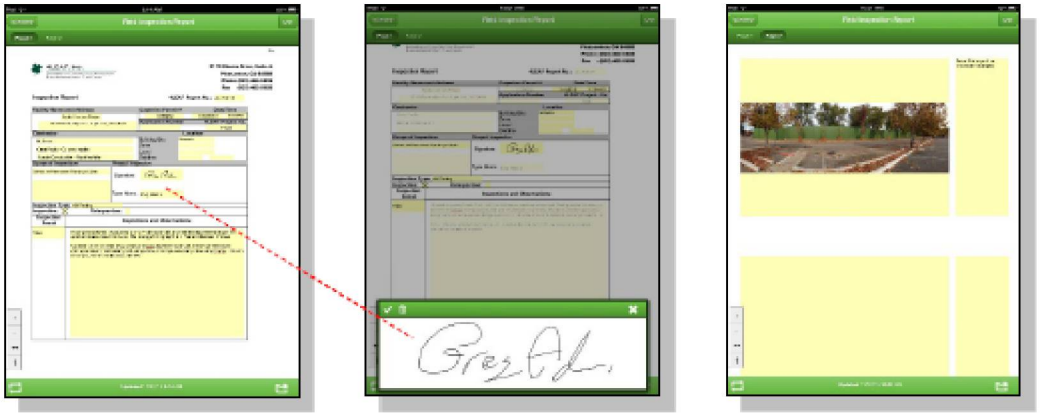
currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City/County account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

## GOFORMZ

4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.

GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.

The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.



## BUILDING DEPARTMENT SERVICES

4LEAF has a proven track record of providing Permit Technician/Counter staff and Building Officials to jurisdictions. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required. Our staff encompasses the right combination of experience, education, and certifications.

### Permit Technician

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter. 4LEAF has numerous of Permit/Counter Technicians on staff, many who are

currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job. Typical Permit Technician duties include:

- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

## Building Official

The 4LEAF Interim Building Official can provide in-house plan reviews to the City, limiting the amount of projects distributed to outside consultants and helping the City achieve significant cost savings. The Building Official will act as an adjunct staff member and work with City personnel and various departments to perform professional building services including but not limited to plan review, permit technician, building inspection, and code enforcement.

Staff qualifications for this role include evaluating and documenting projects for compliance with applicable building standards and housing codes, on- and off-site plan review, staff augmentation, and other building department related tasks. Proposed staff for this role will be appropriately trained and certified for all work.

## Placement Schedule

| Building Department Staff | Interim | Full-Time |
|---|---|---|
| Permit Technician (ICC Certified) | < 2 Days | < 5 Days |
| Assistant Permit Technician/ Counter Staff | < 2 Days | < 5 Days |
| Building Official | < 2 Days | < 15 Days |

## EXHIBIT B

## SCHEDULE OF CHARGES AND TIMELINE

**BUDGET**

| | |
|---|---|
| **TOTAL (not to cumulatively exceed)** | **$230,000** |

# FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

## FOR THE CITY OF SOUTH LAKE TAHOE

**All Rates are Subject to Basis of Charges**

| PLAN REVIEW COST STRUCTURE | NOTES |
|---|---|
| Plan Review Percentage: 70%<br>*(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)*<br>Hourly Plan Review: $145 Non-Structural Review<br>$160 Structural Review | Fee includes:<br>➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.<br>➢ Shipping, courier, and electronic service. |

## Building Services

| | |
|---|---|
| Chief Building Official | $165/hour |
| Structural Plan Review Engineer | $160/hour |
| Non-Structural Plans Examiner | $145/hour |
| Certified Access Specialist (CASp) Inspector | $165/hour |
| Certified Access Specialist (CASp) Plans Examiner | $165/hour |
| Senior Combination Building Inspector (Building Inspector III) | $125/hour |
| Commercial Building Inspector (Building Inspector II) | $113/hour |
| Residential Building Inspector (Building Inspector I) | $98/hour |
| Permit Manager | $105/hour |
| Senior Permit Technician | $95/hour |
| Permit Technician | $85/hour |
| Clerk/Administrator | $70/hour |
| Civil Plan Review (Grading, Improvement Plans) | $165/hour |
| Inspector of Record | $140/hour |
| DSA Class 1 / OSHPD A Inspector | $175/hour |
| DSA Class 2 / OSHPD B Inspector | $145/hour |
| DSA Class 3 / OSHPD C Inspector | $103/hour |
| GoFormz Software | $50/user monthly |

## Fire

| | |
|---|---|
| Fire Protection Engineer (FPE) | $275/hour |
| Fire Prevention Officer | $145/hour |
| Fire Plans Examiner | $140/hour |
| Fire Inspector II | $135/hour |
| Fire Inspector I | $120/hour |

## Project Management

| | |
|---|---|
| Project Manager | $190/hour |
| Principal-in-Charge | $280/hour |

## BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $250.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
    - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
    - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2023-2024 contract period. There will be a 3% escalation for FY2024-2025, FY2025-2026
- Overtime and Premium time will be charged as follows:
    - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
    - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
    - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
    - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
    - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

## 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:
Kevin Duggan, President

By: Kevin Duggan

4LEAINC-01 MINED1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C41366
Granite Professional Insurance Brokerage, Inc.
360 Lindbergh Avenue
Livermore, CA 94551

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 462-8400 FAX (A/C, No): (925) 462-8888
E-MAIL ADDRESS: commercial@graniteins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Property Casualty Company of America | 25674 |
| INSURER B : Evanston Insurance | 35378 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
4LEAF, Inc.
2126 Rheem Dr
Pleasanton, CA 94588

**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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | 6800J268720 | 4/9/2023 | 4/9/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | X | X | 8107R025623 | 4/9/2023 | 4/9/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | CUP1S364055 | 4/9/2023 | 4/9/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 6,000,000<br>$ 6,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | UB2T357728 | 4/9/2023 | 4/9/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Professional Liab | | | MKLV7PL0005809 | 4/9/2023 | 4/9/2024 | Each Claim | 2,000,000 |
| B | | | | MKLV7PL0005809 | 4/9/2023 | 4/9/2024 | Aggregate | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The attached forms apply as required per written contract or written agreements between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached form may not be applicable.

City of South Lake Tahoe its elected or appointed officers, officials, employees, agents and volunteers are named is Additional Insured as respects to General Liability and Automobile Liability per attached endorsements CG D3 81 09 15 and CA T3 53 02 15. Primary and Non-Contributory applies to General Liability per attached endorsement CG D3 81 09 15. Waivers of Subrogation apply to General Liability, Automobile Liability and Workers Compensation policies per attached endorsements CG D3 81 09 15, CA T3 53 02 15 and WC 99 03 76.

**CERTIFICATE HOLDER**

City of South Lake Tahoe
1901 Airport Road
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




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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE –** This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

**A. BROAD FORM NAMED INSURED**

**B. BLANKET ADDITIONAL INSURED**

**C. EMPLOYEE HIRED AUTO**

**D. EMPLOYEES AS INSURED**

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

**G. WAIVER OF DEDUCTIBLE – GLASS**

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

**J. PERSONAL PROPERTY**

**K. AIRBAGS**

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

**M. BLANKET WAIVER OF SUBROGATION**

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

**PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

**C. EMPLOYEE HIRED AUTO**

**1.** The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2.** The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your


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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**1.** The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(2)** Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**2.** The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**(5)** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

**(a)** With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

**(i)** You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

**(ii)** Neither you nor any other involved "insured" will make any settlement without our consent.

**(iii)** We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

**(iv)** We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

**(v)** We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

**(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

**(c)** This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.


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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

**(d)** It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

**(1)** Owned by an "insured"; and

**(2)** In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

**a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

**b.** The airbags are not covered under any warranty; and

**c.** The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

**(a)** You (if you are an individual);

**(b)** A partner (if you are a partnership);

**(c)** A member (if you are a limited liability company);

**(d)** An executive officer, director or insurance manager (if you are a corporation or other organization); or

**(e)** Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by


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such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   **a.** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   **b.** If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   **c.** With respect to the independent acts or omissions of such person or organization; or

   **d.** For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   **e.** This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   **f.** This insurance does not apply to the rendering of or failure to render any "professional services".

   **g.** In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   **h.** This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   **(1)** The "bodily injury" or "property damage" for which coverage is sought occurs; and

   **(2)** The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.


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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   **a.** After you have signed that written contract;

   **b.** While that part of the written contract is in effect; and

   **c.** Before the end of the policy period.


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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) -** 001

**POLICY NUMBER:** UB2T357728

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

| Person or Organization | Job Description |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. | ENGINEERS |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

**DATE OF ISSUE:** 04-03-23 **ST ASSIGN:**

# C-256-2023 PSA with 4Leaf Inc.

Final Audit Report 2023-11-29

| | |
|---|---|
| Created: | 2023-11-28 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAuG1Wqcr2Abu-FX2R4V_XrWH0Ifu_Zy8O |

## "C-256-2023 PSA with 4Leaf Inc." History

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Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
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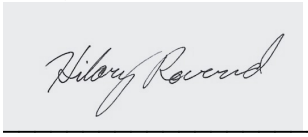
Agreement completed.

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# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**10

**Agenda Item:** Purchase Authorization - Rubrik Licensing and Support

**Executive Summary:** Rubrik licensing and support provide the software entitlements, maintenance, and technical assistance required to operate the existing Rubrik environment at theÂ Police DepartmentÂ andÂ IT building, and to protect Microsoft 365 data. Maintaining current licensing and support is a key control for business continuity and disaster recovery planning, and helps reduce operational risk associated with data loss, ransomware, and system outages. This purchase supports the Cityâ€™s information security posture and continuity of operations, particularly for public safety operations at the Police Department.

**Requested Action / Suggested Motions:** Pass a Motion: (1) Approving the purchase of Rubrik subscription licensing and support from Cadence under the State of California CMAS cooperative purchasing agreement in the amount of $67,484.12; and (2) Authorizing the Interim an/or City Manager to execute a Purchase Order for this and subsequent renewal agreements for Rubrik licensing and support, and other substantially similar data protection/backup IT subscription services, procured through valid cooperative purchasing contracts, provided that renewal terms are substantially the same as the current agreements; adequate funding is appropriated in the approved budget; and the authority remains in effect unless modified or rescinded by City Council.

**Responsible Staff Member:** Gabriel Raab, Network Systems Administrator

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

**Attachments:**

01-Staff Report - Rubrik Licensing and Support.docx
02-Quote Rubrik Co-Termed Renewal.pdf
03 - CMAS Juniper -Rubrik Contract #3-20-70-3296E Addendum 2.pdf

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

## Meeting Date: March 24th, 2026

**Title:** Purchase Authorization – Rubrik Licensing and Support.

**Location:** Citywide

**Responsible Staff Member:** Gabriel Raab

**Background:** The City utilizes Rubrik backup appliances to protect critical server and data assets at multiple locations, including the Police Department and the IT building. In addition, the City relies on Microsoft 365 for email, collaboration, and productivity services. These appliances protect critical financial and public saftey workloads from cyberattacks. Licensing and support are required to maintain backup functionality, receive security updates, and access vendor technical support for incident response and recovery operations.

**Issue and Discussion:** Rubrik licensing and support provide the software entitlements, maintenance, and technical assistance required to operate the existing Rubrik environment and to protect Microsoft 365 data. Maintaining current licensing and support is a key control for business continuity and disaster recovery planning, and helps reduce operational risk associated with data loss, ransomware, and system outages. This purchase supports the City's information security posture and continuity of operations, particularly for public safety operations at the Police Department.

The Enterprise Edition provides enhanced recovery and cyber-resilience capabilities commonly used in municipal operations, including:

• Rapid recovery for virtual and physical workloads, including granular (file-level) and full-system restores, to reduce downtime for critical services.

• Immutable backup architecture and ransomware-resiliency features to help protect backup data from unauthorized modification or deletion.

• Advanced search and recovery workflows to locate and restore specific items quickly (e.g., emails/files), improving operational recovery time.

• Policy-based automation for backup and retention to standardize protection levels across departments and reduce administrative overhead.

• Reporting and monitoring to support operational oversight, alerting, and audit readiness.

Maintaining Rubrik licensing and support ensures the City can continue to protect critical data and systems, including Microsoft 365, and supports reliable recovery operations for both general government and public safety services.

Staff recommends the purchase of Rubrik licensing and support for a period of 1 year for the City's Rubrik backup appliances located at the Police Department and the IT building, and for Rubrik coverage of Microsoft 365, in the amount of $67,484.12, to be funded from the IT Software Budget (Account 10001840-46122).

The City's Rubrik backup environment has been implemented in phases to address different operational needs. The core IT Rubrik appliance and associated licensing were purchased in 2021, the Police Department Rubrik appliance and licensing were purchased in 2022, and Rubrik coverage for Microsoft 365 was added in 2023 to provide backup and recovery capabilities for cloud-based productivity data.
This recommended action consolidates the licensing and support for the Police Department appliance, the IT building appliance, and Microsoft 365 into a single co-termed renewal. Co-terming aligns all subscriptions to the same renewal date, which simplifies administration and budgeting, reduces the risk of partial expirations, and provides one coordinated invoice and renewal cycle for improved billing and contract management.

In addition, staff recommends that the City Council authorize the City Manager or Interim City Manager to execute future Rubrik subscription licensing and support renewal agreements for the City's existing Rubrik backup environment (Police Department, IT building appliances, and Microsoft 365), when procured under a valid cooperative purchasing contract or other authorized procurement method, provided the scope, terms, and conditions are substantially similar to the current agreement and the annual cost is within available Council-adopted appropriations. Delegating this authority will streamline future renewals, reduce administrative delays, and help ensure continuous vendor support, security updates, and licensing compliance. Maintaining uninterrupted Rubrik licensing and support is critical to the City's ability to protect and recover public safety and Citywide systems, restore Microsoft 365 data, and sustain reliable IT services to the community.

**Financial Implications**: Funding for this purchase in the amount of $67,484.12 per the attached quote is available in the current year's 2025/26 budget in account 10001840-46122. This purchase will be made utilizing the State of California's California Multiple Award Schedules (CMAS) contract program. CMAS is a State-negotiated cooperative purchasing vehicle administered by the California Department of General Services (DGS) that establishes pre-competed contracts with vendors for information technology products and services at set terms, conditions, and pricing. Using a CMAS agreement allows the City to satisfy competitive procurement requirements through an approved cooperative contract, reduce procurement lead time, and obtain Rubrik licensing and support under standardized State contract provisions.

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

**Policy Implications:** This action is consistent with Strategic Priority Efficient Government, Action Item 2.8, Evaluate appropriate systems and tools for processes and communications that are cyber safe.

# COMBINED QUOTE

Remittance Address:
4010 Foothills Blvd, Ste 103 PMB205
Roseville, CA 95747

cadence.TEAM

Phone: 844.934.8326
Fax: 844.923.5878
www.cadence.team

| | | | | | |
|---|---|---|---|---|---|
| Company: | City of South Lake Tahoe | Date: | 3/12/2026 | Expiration: | 3/26/2026 |
| Attn: | Gabriel Raab | Shipping Method: | NA | Sales Rep: | Alison_Riccardi |
| Project: | Price Summary - Rubrik PD + City Renewals | Est. Delivery: | TBD | Direct: | 916-237-0918 |
| CMAS# | 3-20-70-3296E | Terms: | NET30 | Email: | alison@cadence.team |

| Part Number | Description | Qty. | List Price | Unit Price | Extended | Tx | Disc % |
|---|---|---|---|---|---|---|---|
| **PD - Rubrik s/n: BB220664040012** | | | | | | | |
| RS-BT-FE-PE-PP | Rubrik Foundation Edition License + Premium Support | 30 | $1,654.03 | $578.91 | $17,367.32 | N | 65% |
| RS-HW-SVC-PE-S2 | Support for R6000S-2 hardware<br>**Term: 3/15/2026 - 4/5/2027** | 1 | $3,346.22 | $1,171.18 | $1,171.18 | N | 65% |
| RS-BT-FUE-PE-PP | Enterprise Edition Add-on for Foundation, Premium Support, Prepay<br>**Term: 3/30/2026 - 4/5/2027** | 30 | $1,198.55 | $419.49 | $12,584.78 | N | 65% |
| **CITY - Rubrik s/n: AA213464040037** | | | | | | | |
| RS-HW-SVC-9S-S2 | Support for R6000S-2 hardware | 1 | $3,346.22 | $1,673.11 | $1,673.11 | N | 50% |
| RS-BT-FE-PE-PP | Rubrik Foundation Edition; per usable BETB; Premium support; prepay (30 TB)<br>**Term: 3/15/2026 - 4/5/2027** | 30 | $1,654.03 | $496.21 | $14,886.27 | N | 70% |
| RS-BT-FUE-PE-PP | Enterprise Edition Add-on for Foundation, Premium Support, Prepay<br>**Term: 4/6/2026 - 4/5/2027** | 30 | $1,176.00 | $388.08 | $11,642.40 | N | 67% |
| **Rubrik M365 Renewal + Co-Term** | | | | | | | |
| RS-UR-FE-MD-BS-PP | One (1) month of Rubrik Foundation Edition for M365 - Basic support, Prepay (20 GB) | 40 | $15.90 | $15.11 | $604.20 | N | 5% |
| RS-UR-FE-MD-BS-PP | One (1) month of Rubrik Foundation Edition for M365 - Basic support, Prepay (50 GB)<br>**Term: 3/15/2026 - 4/5/2027** | 250 | $31.81 | $30.22 | $7,554.88 | N | 5% |

| | |
|---|---|
| Sub Total: | $0.00 |
| Non Taxable: | $67,484.12 |
| Tax: | $0.00 |
| Credit: | $0.00 |
| Freight: | $0.00 |
| Total: | $67,484.12 |
| Tax Rate: | 0.000% |

# PD RUBRIK

Remittance Address:
4010 Foothills Blvd, Ste 103 PMB205
Roseville, CA 95747

cadence.TEAM

Phone: 844.934.8326
Fax: 844.923.5878
www.cadence.team

| | | | | | |
|---|---|---|---|---|---|
| Company: | City of South Lake Tahoe | Date: | 11/13/2025 | Expiration: | 3/14/2026 |
| Attn: | Gabriel Raab | Shipping Method: | NA | Sales Rep: | Alison_Riccardi |
| Project: | PD - CO-TERM | Est. Delivery: | TBD | Direct: | 916-237-0918 |
| CMAS# | 3-20-70-3296E | Terms: | NET30 | Email: | alison@cadence.team |

| Part Number | Description | Qty. | List Price | Unit Price | Extended | Tx | Disc % |
|---|---|---|---|---|---|---|---|
| **Rubrik s/n: BB220664040012** | | | | | | | |
| RS-BT-FE-PE-PP | Rubrik Foundation Edition License + Premium Support | 30 | $1,654.03 | $578.91 | $17,367.32 | N | 65% |
| RS-HW-SVC-PE-S2 | Support for R6000S-2 hardware<br>**Term: 3/15/2026 - 4/5/2027** | 1 | $3,346.22 | $1,171.18 | $1,171.18 | N | 65% |
| RS-BT-FUE-PE-PP | Enterprise Edition Add-on for Foundation, Premium Support, Prepay<br>**Term: 3/30/2026 - 4/5/2027** | 30 | $1,198.55 | $419.49 | $12,584.78 | N | 65% |

| | |
|---|---|
| Sub Total: | $0.00 |
| Non Taxable: | $31,123.27 |
| Tax: | $0.00 |
| Credit: | $0.00 |
| Freight: | $0.00 |
| Total: | $31,123.27 |
| Tax Rate: | 0.000% |

Terms and Conditions

| | |
|---|---|
| Warranty: | NA |
| Maintenance: | NA |
| Terms: | No Returns |
| Equipment: | All orders invoice upon receipt of purchase order |

Customer Signature authorizes Cadence Team to process the order in place of a purchase order. Prices are subject to change after the expiration date of the quote.

Customer Signature: _____

Print: _____

Title: _____

Date: _____

# CITY / IT RUBRIK

Remittance Address:
4010 Foothills Blvd, Ste 103 PMB205
Roseville, CA 95747

cadence.TEAM

Phone: 844.934.8326
Fax: 844.923.5878
www.cadence.team

| | | | | | |
|---|---|---|---|---|---|
| Company: | City of South Lake Tahoe | | Date: | 11/13/2025 | Expiration: | 3/14/2026 |
| Attn: | Gabriel Raab | | Shipping Method: | NA | Sales Rep: | Alison_Riccardi |
| Project: | City Co-Termed Renewal | | Est. Delivery: | TBD | Direct: | 916-237-0918 |
| CMAS# | 3-20-70-3296E | | Terms: | NET30 | Email: | alison@cadence.team |

| Part Number | Description | Qty. | List Price | Unit Price | Extended | Tx | Disc % |
|---|---|---|---|---|---|---|---|
| **CITY - Rubrik s/n: AA213464040037** | | | | | | | |
| RS-HW-SVC-9S-S2 | Support for R6000S-2 hardware | 1 | $3,346.22 | $1,673.11 | $1,673.11 | N | 50% |
| RS-BT-FE-PE-PP | Rubrik Foundation Edition; per usable BETB; Premium support; prepay (30 TB)<br>**Term: 3/15/2026 - 4/5/2027** | 30 | $1,654.03 | $496.21 | $14,886.27 | N | 70% |
| RS-BT-FUE-PE-PP | Enterprise Edition Add-on for Foundation, Premium Support, Prepay<br>**Term: 4/6/2026 - 4/5/2027** | 30 | $1,176.00 | $388.08 | $11,642.40 | N | 67% |

| | |
|---|---|
| Sub Total: | $0.00 |
| Non Taxable: | $28,201.78 |
| Tax: | $0.00 |
| Credit: | $0.00 |
| Freight: | $0.00 |
| Total: | $28,201.78 |
| Tax Rate: | 8.750% |

Terms and Conditions

| | |
|---|---|
| Warranty: | NA |
| Maintenance: | NA |
| Terms: | No Returns |
| Equipment: | All orders invoice upon receipt of purchase order |

Customer Signature authorizes Cadence Team to process the order in place of a purchase order. Prices are subject to change after the expiration date of the quote.

Customer Signature: _____

Print: _____

Title: _____

Date: _____

# M365 SUPPORT

Remittance Address:
4010 Foothills Blvd, Ste 103 PMB205
Roseville, CA 95747

cadence.TEAM

Phone: 844.934.8326
Fax: 844.923.5878
www.cadence.team

| | | | | | |
|---|---|---|---|---|---|
| Company: | City of South Lake Tahoe | Date: | 11/13/2025 | Expiration: | 3/14/2026 |
| Attn: | Gabriel Raab | Shipping Method: | NA | Sales Rep: | Alison_Riccardi |
| Project: | M365 Renewal + CoTerm | Est. Delivery: | TBD | Direct: | 916-237-0918 |
| CMAS# | 3-20-70-3296E | Terms: | NET30 | Email: | alison@cadence.team |

| Part Number | Description | Qty. | List Price | Unit Price | Extended | Tx | Disc % |
|---|---|---|---|---|---|---|---|
| **Rubrik M365 Renewal + Co-Term** | | | | | | | |
| RS-UR-FE-MD-BS-PP | One (1) month of Rubrik Foundation Edition for M365 - Basic support, Prepay (20 GB) | 40 | $15.90 | $15.11 | $604.20 | N | 5% |
| RS-UR-FE-MD-BS-PP | One (1) month of Rubrik Foundation Edition for M365 - Basic support, Prepay (50 GB)<br>**Term: 3/15/2026 - 4/5/2027** | 250 | $31.81 | $30.22 | $7,554.88 | N | 5% |

| | |
|---|---|
| Sub Total: | $0.00 |
| Non Taxable: | $8,159.08 |
| Tax: | $0.00 |
| Credit: | $0.00 |
| Freight: | $0.00 |
| Total: | $8,159.08 |
| Tax Rate: | 8.750% |

Terms and Conditions

| | |
|---|---|
| Warranty: | NA |
| Maintenance: | NA |
| Terms: | No Returns |
| Equipment: | All orders invoice upon receipt of purchase order |

Customer Signature authorizes Cadence Team to process the order in place of a purchase order. Prices are subject to change after the expiration date of the quote.

Customer Signature: _____

Print: _____

Title: _____

Date: _____

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

# MULTIPLE AWARD SCHEDULE

# Cadence Team, Inc.

| | |
|---|---|
| CMAS NUMBER: | **3-20-70-3296E** |
| SUPPLEMENT NUMBER: | 2 |
| CMAS TERM DATES: | 04/17/2020 through 05/03/2026 |
| CMAS CATEGORY: | Information Technology Goods & Services |
| APPLICABLE TERMS & CONDITIONS: | June 7, 2019 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&hash=B41342080DE511121ECC253A04D62AC90CED6123) |
| MAXIMUM ORDER LIMIT: | State Agencies: **See Purchasing Authority Dollar Threshold provision**<br>Local Government Agencies: **Unlimited** |
| FOR USE BY: | State & Local Government Agencies |
| BASE SCHEDULE #: | GS-35F-303DA |
| BASE SCHEDULE HOLDER: | Promark Technology, Inc. |

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, Platform as a Service (PaaS), and Software as a Service (SaaS). (See page 3 for the specific brands and restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following changes:

1) Brand "Rubrik" has been added to the "Available Products and/or Services" provision.
2) CMAS Product and Service Code "Brand-Rubrik" has been added to the "CMAS Product & Service Codes" provision.
3) Add Installation, Platform as a Service (PaaS), and Software as a Service (SaaS) to the CMAS agreement.
4) The "Excluded Products and/or Services" provision has been updated.
5) The phone number has been replaced in the "Issue Purchase Order To" provision.
6) Cadence Team, Inc. has been updated from a large business to a California certified small business and the "CMAS Contractor Ownership Information" provision has been updated.

*Original Signature on File* Effective Date: **11/04/2021**

**KATELYNNE LEISENRING, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**
**CADENCE TEAM, INC.**
**CMAS NO. 3-20-70-3296E, SUPPLEMENT NO. 2**

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

Supplement 2 replaces the previous supplement and the original agreement in their entirety.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: Statewide Contract Index Listing (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS vendor is providing installation, maintenance, and repair services.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

Agency non-compliance with the requirements may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**
**CADENCE TEAM, INC.**
**CMAS NO. 3-20-70-3296E, SUPPLEMENT NO. 2**

## CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Juniper
Brand-Rubrik
Data Commun-Equipment
Data Commun-Network Mgmt
Firewall-Network Security
Hardware-Computer
Internet-Firewall
Internet-Security
LAN/WAN-Component
LAN/WAN-System
LAN/WAN-Wireless Network
Router-Network
Security-IT Hardware
Software

## AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturers/publishers listed are available within the scope of this CMAS:

Juniper
Rubrik

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

## EXCLUDED PRODUCTS AND/OR SERVICES

Software maintenance as a service, electronic commerce and subscription services, continuous diagnostics and mitigation tools, public works services with a requirement for State contractor licensing, training courses, ancillary supplies and services, and order-level materials are not available under this CMAS.

## ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**Cadence Team, Inc.**
**733 Sherwood Drive**
**Yuba City, CA 95991**
**Attn: Sales**

**E-mail: sales@cadence.team**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact:** **Laurie Neal**
**Phone:** **(916) 945-2142**
**E-mail:** **laurie@cadence.team**

## TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html.

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

## CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 102848914. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

## MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

## CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

## ACQUISITION OF IAAS AND/OR PAAS

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06 (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf). State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

## CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

## WARRANTY

For warranties, see the base schedule, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

## DELIVERY

14-60 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

## SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

## PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

## HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in SCM, Volume 2, Chapter 6 (for non-IT), SCM, Volume 3, Chapter 6 (for IT), and SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements, see SCM, Volume 2, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 3.4.7.
- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or services needed.

- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

## SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) 4819.34.

## ORDERING PROCEDURES

### 1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

**2. Service and Delivery after CMAS Expiration**

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

**3. Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

**4. Amendments to State Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volumes 2 & 3, Chapter 6, 6.A5.0 and SCM, Volume FISCal, Chapter 5, 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in SCM, Volume 2, Chapter 6, 6.B2.9 and SCM, Volume FISCal, Chapter 5, 5.A4.1 as follows:

> If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). Only a contract may be amended once under this exemption. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

## CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2001888 expires on 11/30/2022.

If this certification has expired, the current expiration date should be verified at Cal eProcure (caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx). The OSDS contact information can be found on the OSDS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program). Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

## SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

See the current fees in the DGS Price Book at www.dgs.ca.gov/OFS/Price-Book.

## SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

## SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:

      i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

      ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and

      iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and

      iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

## WITHHOLD LANGUAGE (SB588)

**Option 1 – Withhold Language**

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold $10,000 from the final payment, or the full final payment if less than $10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000.

**Option 2 – No Withhold Language**

During the contract term and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

## PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

## NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

## SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

## TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

## STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

## ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste) to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in SAM 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the SAM Management Memo (MM) 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

See SAM 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the DGS OFAM surplus property website (www.dgs.ca.gov/RESD/Resources/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage).

Information on the E-Waste - CALPIA Store and the E-Waste Exemption Request Form EWR-F400 can be found at catalog.calpia.ca.gov/services/e-waste/#/.

## PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

## PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCal, Chapter 2, 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

| Cost | Installation | Final Bid Submission |
|---|---|---|
| More than $100,000 | 8 months | 6 months |
| $10,000 up to $100,000 | 4 months | 3 months |
| Less than $10,000 | 1 month | 1 month |

**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in SAM 4819.2.

| Cost | Installation | Final Bid Submission |
|---|---|---|
| More than $100,000 | 6 months | 4 months |
| $10,000 up to $100,000 | 4 months | 3 months |
| Less than $10,000 | 1 month | 1 month |

## NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or $25,000 whichever is lower.

6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer or facsimile machine and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCal, Chapter 2, 2.E3.2.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

## STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding.

See complete PCC 10298 language at (leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10298).

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding.

See complete PCC 10299 language at (leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10299).

## UPDATES AND/OR CHANGES

A CMAS supplement is not required for updates and/or changes once the update and/or change becomes effective for the base schedule, except as follows:

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.

- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

## SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

## ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

## APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

## PAYMENTS AND INVOICES

### 1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

## 2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCal, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

## 3. DGS Administrative and Incentive Fees

***Orders from State Agencies:***

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book (www.dgs.ca.gov/OFS/Price-Book).

***Orders from Local Government Agencies:***

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

See the current incentive fees in the DGS Price Book.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

## 4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

The CMAS contractor accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

**7. Leasing/Financing**

California State Agencies are required to utilize the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is $100,000.

**8. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

**9. Leasing**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

## 10. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

## OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

## CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

## AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with GC 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, DGS Office of Legal Services is available to provide services.

## CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

## FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

## CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

## LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

## ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

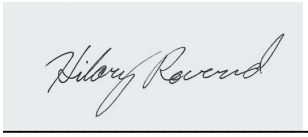
## AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**11

**Agenda Item:** Ordinance Amending Vacation Home Rental (VHR) Regulations to Remove 150-Foot Buffer, Establish a Cap of 900 VHRs in Residential Areas, and Make Other Changes (Second Reading)

**Executive Summary:** On March 10, 2026, City Council passed a motion to hold a first reading (by title only) of this ordinance by a vote of 3-2 (Mayor Bass and Councilmember Robbins no). This ordinance amends the VHR regulations to remove the 150-foot buffer and replace it with a cap of 900 VHR permits in residential areas, and makes other changes. If adopted at this meeting, the ordinance will become effective 30 days later on April 23, 2026,

**Requested Action / Suggested Motions:** Pass an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code.

**Responsible Staff Member:** Heather Stroud, City Attorney

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

**Attachments:**

01 - Staff Report - VHR Ordinance Amendments 2nd Reading.docx
02 - Ordinance - VHR Amendments.docx
03 - VHR Ordinance Redline.pdf
04 - Appeal Hearings 2.35 Redline.pdf

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

## Meeting Date: March 24, 2026

**Title: Ordinance Amending Vacation Home Rental Regulations (Second Reading)**

**Location:** Citywide

**Responsible Staff Member:** Heather Stroud, City Attorney (530) 542-6046

**Background:** On June 17, 2025, City Council adopted Ordinance No. 2025-1200, amending the Vacation Home Rental ("VHR") provisions of the South Lake Tahoe City Code, by a vote of 4-1 (Robbins no). The 2025 Ordinance made the changes to the City's VHR regulations including the following:

- Established a 150-foot buffer between VHR properties outside the Tourist Core Area Plan, except for condominiums. (§ 3.50.380(F))
- Prohibited VHRs in "multifamily dwellings," but allowed VHRs in attached condominiums for applicants who had a permit as of September 1, 2016. (§ 3.50.380(D)(2))
- Excluded timeshares from VHR regulation. (§ 3.50.370)
- Required VHR owners outside Tourist Core Area Plan to use local property manager to check in guests and go over the rules, ensure compliance with operating conditions, receive real-time indoor sound monitoring and outdoor video monitoring to head off nuisance issues, and respond to complaints in person 24/7. (§§ 3.50.070; 3.50.390(B)(1)(b), 3.50.440)
- Changed occupancy limits outside Tourist Core Area Plan to 2 per bedroom, with up to five children aged 13 and under not counting towards the occupancy limit. (§ 3.50.440(A)(1))
- Required defensible space inspection prior to permit issuance, for properties outside Tourist Core Area Plan. (§§ 3.50.390(A)(7)(b); 3.50.410(B)(2))
- Required all VHR properties to be operated, maintained, and managed in compliance with conditions of operation irrespective of whether they are being used as a VHR at a given time. (§ 3.50.440).
- Clarified that appeals of VHR permit denials and revocations appealed to the Planning Commission are final and not subject to further appeal to City Council. (§ 3.50.430)
- Authorized permitting preference for prior VHR and Qualified VHR permit holders in good standing. (§ 3.50.390(A)(1))

In conjunction with adopting the 2025 Ordinance, City Council requested that staff bring back a report on September 9, 2025, to get an update on the permitting process and discuss potential further amendments. On that date, City Council passed a motion by a vote of 4-1 (Councilmember Robbins no), directing staff to bring back two versions of an ordinance amending Ordinance No. 2025-1200, both of which removed the 150-foot buffer and replaced it with a cap of 1200 VHRs in

residential areas, but with Option 2 additionally prohibiting VHRs from being adjacent to each other.

On October 21, 2025, City Council considered both versions but there was no successful vote to make any changes at that time, so Council directed staff to bring this item back once a councilmember had been appointed to fill the remainder of former Mayor Wallace's term.

On February 10, 2026, City Council again considered both versions and passed a motion to move forward with Option 1 with a modification to lower the cap from 1200 to 900 VHRs within residential areas (3-2, Mayor Bass and Councilmember Robbins no).

On March 10, 2026, City Council voted to hold a first reading (by title only) of the proposed ordinance and refer second reading and adoption to the meeting on March 24 (3-2, Mayor Bass and Councilmember Robbins no).

**Issue and Discussion:** The draft ordinance includes the following changes to Ordinance No. 2025-1200:

- 150-foot buffer is removed and replaced with a cap of no more than 900 VHR permits in residential areas;
- To complement the cap, a waitlist is established when the cap is reached;
- A minimum age of 25 is established to rent a VHR;
- Attached condominiums are allowed to get VHR permits unless the applicable homeowners association rules prohibit VHRs;
- Requires advertising platforms to include "family friendly" language for VHRs in residential areas;
- Appeals of permit denials go to an independent hearing officer instead of the Planning Commission;
- Commercial and recreational areas are regulated with rules applicable to the Tourist Core Area Plan;
- Room night reporting is required;
- The prohibition on permit transfers is clarified to match existing practice, where a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes; and
- The preferred application period provision has been deleted as that period has closed.

**Environmental Considerations:** This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that they may have a significant effect on the environment, and under CEQA Guidelines section 15308 because it is amending a regulatory process to protect the environment.

**Financial Implications:** Financial implications are uncertain. This Ordinance would result in the maximum number of VHRs being 900 within residential areas, which could be more or less than would have resulted under Ordinance No. 2025-1200. Under Ordinance No. 2025-1200, which included a 150-foot buffer, the maximum number of VHRs outside the Tourist Core was estimated to be 1,100 but likely would have ended up being lower depending on the distribution of VHRs throughout the city.

**Policy Implications:** VHR regulation involves competing policy implications. Limiting, restricting, regulating, and enforcing the rules regarding VHRs protects against nuisance issues such as noise, trash, overcrowding, parking violations, and degradation of neighborhood character, while allowing the operation of VHRs can have positive economic benefits for the City, local businesses, and community.

# Ordinance 2026-XXX

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

**March 24, 2026**

## An Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code to Modify the Regulation of Vacation Home Rentals

### FINDINGS

A. Pursuant to Article XI, Section 7 of the California Constitution, the City may make and enforce all regulations and ordinances using its police powers.

B. The City has regulated Vacation Home Rentals ("VHRs"), currently defined as the rental of an entire dwelling unit for less than 30 days, since the adoption of Ordinance No. 928 on January 21, 2003.

C. Between 2015-2018, the City Council held more than 17 public meetings with dozens of hours of public comment at which the City Council deliberated regulations related to, nuisances created by, and the benefits and costs of VHRs within the City. At those public meetings, the City Council, staff, and community members expressed concern about excessive noise, disorderly conduct, vandalism, overcrowding, traffic, congestion, illegal parking, and accumulation of trash and refuse at or around VHRs located outside the Tourist Core. During that time, the City expended resources in responding to numerous citizen complaints pertaining to VHRs, which required rapid response from police, fire, paramedic, and other City personnel.

D. Measure T was a citizens initiative that passed in the election of November 6, 2018. Beginning after a phase-out period, Measure T prohibited VHRs in certain areas of the City where they had previously been permitted, including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017.

E. Soon after Measure T passed, an organization called South Lake Tahoe Property Owners Group filed a lawsuit challenging Measure T on various grounds, El Dorado County Superior Court Case No. SC20180243. In February 2021, Measure T was upheld in its entirety by the El Dorado County Superior Court, and Plaintiff filed an appeal. The court of appeal affirmed the superior court's judgment upholding Measure T, except that it remanded the case for the trial court to consider whether the "permanent resident" exception in the Qualified VHR provisions of Measure T violates the dormant Commerce Clause of the U.S. Constitution. At no time during the lawsuit was an injunction in place prohibiting the implementation of Measure T's

prohibition on VHRs in certain areas of the City including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017, such that VHRs in these areas were phased out by the end of 2021 as required by Measure T.

F. On March 13, 2025, the El Dorado County Superior Court issued a ruling finding that the Qualified VHR provisions are unconstitutional because they impermissibly discriminate against interstate commerce, and that these provisions are not severable from the remainder of Measure T, requiring that Measure T be struck down in its entirety.

G. On April 1, 2025, the City Council unanimously adopted Ordinance No. 2025-1193, establishing a temporary, forty-five (45) day moratorium on the issuance of Vacation Home Rental permits for Vacation Home Rentals in areas where such permits were prohibited by Measure T, pursuant to California Government Code section 65858(a). On May 6, 2025, City Council adopted urgency ordinance (Ordinance No. 2025-1196) by a four-fifths vote (with Councilmember Jinkens voting no) to extend the temporary moratorium through June 19, 2025.

H. On April 22, 2025, the City Council received a staff report and passed a motion by a vote of 3-2 (Mayor Pro Tem Bass and Councilmember Robbins voting no) to make certain amendments to the pre-Measure T VHR regulations that were in place as of November 2018.

I. On May 6, 2025, City Council passed a motion by a vote of 4-1 (Councilmember Robbins voting no) to make further amendments to the proposed ordinance and bring back that ordinance for a first reading on June 3, 2025.

J. On June 3, 2025, City Council passed a motion to hold a first reading (by title only) by a vote of 3-2 (Councilmembers Jinkens and Robbins no), and on June 17, 2025, City Council voted to pass the ordinance by a vote of 4-1 (Councilmember Robbins no), and directed staff to bring back an update to the City Council meeting on September 9, 2025, to discuss potential further amendments to that ordinance.

K. On September 9, 2025, City Council passed a motion by a vote of 4-1 (Councilmember Robbins no) to bring back two versions of this Ordinance for consideration including Version 1, in which: the 150-foot buffer is replaced with a cap of no more than 1,200 VHR permits in residential areas, a minimum age of 25 is established to rent a VHR, attached condominiums are allowed to get VHR permits unless the applicable homeowners association rules prohibit VHRs, requires advertising platforms to include “family friendly” language for VHRs in residential areas, appeals of permit denials go to an independent hearing officer instead of the Planning Commission, commercial and recreational areas are regulated with rules applicable to the Tourist Core Area Plan, and room night reporting is required; and Version 2 that included the same changes except that the 150-foot buffer was replaced with a prohibition of properties with VHR permits being adjacent to each other.

L. On October 21, 2025, City Council considered both versions of the ordinance but were not able to reach a majority vote to make any changes and directed staff to bring the item back once a fifth councilmember was appointed to fill the remainder of former Mayor Wallace's term.

M. On February 10, 2026, City Council considered both versions of the ordinance and passed a motion by a vote of 3-2 (Mayor Bass and Councilmember Robbins no) to bring back Version 1 for a first reading with a revision to lower the VHR permit cap in residential areas from 1,200 to 900.

N. Related amendments to Table 2.35.070 (Appealable Actions and Matters) are included in this Ordinance to clarify that appeal decisions of VHR permit denials and revocations go to a hearing officer and not Planning Commission.

O. On March 20, 2026, City Council held a public hearing and passed a motion by a vote of 3-2 (Mayor Bass and Councilmember Robbins no) to hold a first reading of this ordinance (by title only) and refer second reading and adoption to the meeting on March 24, 2026. On February 27, 2026, notice of this public hearing was published in the Tahoe Daily Tribune pursuant to California Government Code section 65090.

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

SECTION 1. Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

**3.50.370 Definitions.**

"Bear box" shall have the same meaning as set forth in SLTCC 4.150.010.

"City manager" shall mean the city manager as set forth in Chapter 2.10 SLTCC, or their designee.

"Condominium" shall mean a dwelling unit in a residential development that is under a legal arrangement specifying that the unit is individually owned but the common areas are owned, controlled, and maintained through an organization consisting of all individual owners.

"Dwelling unit" shall mean a building, or portion thereof, that contains living facilities including provisions for sleeping, eating, cooking, and sanitation for the exclusive use of one or more people maintaining a household, not including city-approved hotels, motels, bed and breakfasts, or timeshares.

"Electronic signature" shall have the same meaning as set forth in SLTCC 2.40.010.

"Good neighbor contract" shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC 3.50.440 for which occupants are responsible for compliance and subject to citation for violating, to be signed by wet or electronic signature before or during check-in by the property manager and the responsible party(ies) entering into a vacation home rental contract for each vacation home rental in areas outside the tourist core area plan.

"Multifamily dwelling unit" shall mean a dwelling unit that is attached, meaning that it shares at least one wall, floor, or ceiling with at least one other dwelling unit. Condominiums are not considered multifamily dwelling units.

“Occupant” shall mean any person who is on or in a vacation home rental property other than service providers, whether or not the person stays overnight.

“Owner” shall mean the person(s) or entity(ies) that hold legal or equitable title to a dwelling unit.

“Property manager” shall mean the person designated by the owner to implement the requirements of SLTCC 3.50.440 in residential areas. The owner or an agent designated by the owner may serve as the property manager.

“Renewal application” shall mean an application for a renewed vacation home rental permit which application may be submitted by the vacation home rental applicant.

“Rent” shall have that definition set forth in SLTCC 3.00.010.

“Residential areas” shall mean areas zoned for residential use and excluding all areas within the Tourist Core Area Plan, Tahoe Valley Area Plan, Sierra-Tract Commercial Plan Area Statement, South Y Industrial Tract Community Plan, and Bijou/Al Tahoe Community Plan Districts 1, 2, 3, and 4, and parcels zoned for recreational use.

“Vacation home rental” shall mean the rent or rental of an entire dwelling unit by the owner or agent to another person or group of persons for occupancy, dwelling, lodging, or sleeping purposes for a period of less than 30 consecutive calendar days. The rental of units within city-approved hotels, motels, time-shares, and bed and breakfasts shall not be considered to be vacation home rentals.

“Vacation home rental applicant” shall mean the person(s) or entity(ies) who apply for a vacation home rental permit by submitting and signing a vacation home rental application. A vacation home rental applicant may be an owner(s) of the dwelling unit, an agent(s), or another authorized representative(s) of an owner of the dwelling unit.

“Vacation home rental permit” shall mean a permit issued to the property owner and pursuant to the provisions of this chapter that allows the use of a dwelling unit as a short-term rental.

“Vacation home rental property” shall mean a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the county of El Dorado, upon which a vacation home rental(s) is (are) maintained. “Vacation home rental property” includes the premises upon which a vacation home rental is located, including parking areas, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, spas, tennis and paddleboard courts, and other similar and related improvements.

“Waitlist” shall mean the list of vacation home rental permit applicants the city manager maintains when the number of vacation home rental permits issued in residential areas exceeds the cap of 900, to be maintained in the order each application is deemed complete and used when vacation home rental permits become available.

**3.50.380 Vacation home rentals – General provisions.**

A. Vacation Home Rentals Allowed. Subject to the provisions of this article, vacation home rentals shall be permitted within the city.

B. Vacation Home Rental Permit Required to Operate. It shall be unlawful for any person or entity to rent, maintain, facilitate, advertise or list a dwelling unit as a short-term rental without a valid vacation home rental permit issued pursuant to this article.

C. Vacation Home Rental Permits Nontransferable.

1. Permit – Site Specific. It shall be unlawful for any person to give, grant or otherwise transfer a vacation home rental permit from one dwelling unit to another.

2. Transfer of Permits Prohibited. All permits issued by the city pursuant to this article shall be nontransferable to a different person or entity to whom said permit was issued.

(a) Notwithstanding subsection (C)(2) of this section, a permit may be transferred from one owner of a vacation home rental to another owner of the vacation home rental as long as the transferee was an owner of the vacation home rental at the time the vacation home rental application was submitted to the city, and a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes.

3. Upon any change of ownership of a vacation home rental property, an initial vacation home rental application shall be submitted pursuant to SLTCC 3.50.390(A).

D. Multifamily Dwelling Units and Condominiums.

1. It shall be unlawful to rent, lease, use or operate a multifamily dwelling unit as a vacation home rental.

2. Condominiums are eligible for vacation home rental permits, except for condominiums that are part of a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq. and which condominiums are subject to a prohibition on short-term rentals adopted by the common interest development pursuant to Cal. Civ. Code § 4741, as may be amended.

E. Agency and Property Management.

1. An owner may retain an agent to comply with the requirements of this article, including, without limitation, the filing of an application for a vacation home rental permit, the management of the vacation home rental, and compliance with the conditions of the permit. The owner of the vacation home rental is responsible for compliance with the provisions of this article and the failure of an agent to comply with this article shall not relieve the owner of their obligations as set forth in this article.

2. In residential areas, owners are required to designate and maintain a property manager at all times.

F. Cap. The total number of vacation home rental permits issued in residential areas shall not exceed 900.

G. Transient occupancy tax shall be assessed for vacation home rentals.

H. Permits and Fees Not Exclusive. Permits and fees required by this article shall be in addition to any license, permit or fee required under any provision of the city code. The issuance of any permit pursuant to this article shall not relieve the owner of the vacation home rental from their obligation to comply with all other provisions of the city code pertaining to use and occupancy of the vacation home rental.

I. No more than one vacation home rental shall operate on a parcel.

**3.50.390 Vacation home rental application procedures.**

A. Initial Applications.

1. All persons or entities interested in operating a vacation home rental may submit a vacation home rental application along with the application fee in an amount set forth in the city's master fee schedule.

2. It shall be the applicant's responsibility to provide all information and materials required to comply with the vacation home rental application submittal requirements.

3. The filing date of the vacation home rental application shall be the date when the city manager officially receives the last submission of information or materials required by subsection (B) of this section and the application is deemed complete. If the city manager determines an application submittal is incomplete, a vacation home rental applicant shall be notified of such incompleteness within 30 calendar days of receipt of the vacation home rental application by the city manager. If the city manager does not receive a complete application within 30 calendar days of providing notice of incompleteness, the city manager shall no longer consider that application and the application shall be deemed withdrawn.

4. All vacation home rental applications which have been deemed complete by the city manager shall be reviewed and processed in the order of the application's filing date.

5. Once an application is deemed complete, the city manager shall make reasonable efforts to schedule an inspection of the vacation home rental within 14 days. Vacation home rental applicants shall have 45 days to make all changes and improvements to the vacation home rental which are required by the city pursuant to the inspection. If the vacation home rental applicant fails to make all changes and improvements to the vacation home rental within 45 days of the inspection, said applicant's vacation home rental application shall be deemed withdrawn.

6. The city manager shall continue to review applications and inspect vacation home rental properties until all applications have been reviewed, or in residential areas, until the city can issue no further vacation home rental permits based on the cap in SLTCC 3.50.380(F), and then shall maintain a waitlist. The city shall issue no more than 150 vacation home rental permits per month.

7. Inspections Required in Residential Areas.

(a) The city manager shall inspect all dwelling units in residential areas for compliance with this article prior to issuing a vacation home rental permit for said dwelling unit.

(b) Vacation home rental permit applicants may be required to make improvements or changes to the proposed vacation home rental property in order to ensure that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property and that no health and safety violations which threaten the well-being of guests, neighbors or the community are present at the vacation home rental property, including compliance with defensible space requirements of California Public Resources Code Section 4291, as may be amended.

(c) Notwithstanding subsections (A)(7)(a) and (A)(7)(b) of this section, inspections shall not be required for vacation home rental renewal applications.

B. Vacation Home Rental Application and Renewal Application Filing Requirements.

1. Vacation home rental applications and renewal applications shall be submitted on forms provided by the city manager and shall include, but not be limited to, the following information:

(a) Owner(s) name(s).

(b) Property manager contact information, in residential areas including local contact number with 24-hour, seven days a week availability for reporting violations. Any change in the property manager and local contact number shall be promptly furnished to the city manager.

(c) Square footage of home.

(d) Owner mailing address.

(e) Proposed vacation home rental address and assessor's parcel number.

(f) Vacation home rental permit number, if existing vacation home rental.

(g) Number of bedrooms in vacation home rental.

(h) Number of paved parking spaces on the vacation home rental property.

(i) Identification of outdoor hot tub, if any.

2. Vacation home rental applications and renewal applications filed by agents, representatives, or authorized representatives of the owner of the vacation home rental property shall include a declaration that such application is being made with the consent of the vacation home rental owner.

3. Vacation home rental applications and renewal applications shall be accompanied by a declaration that any and all applicable covenants, conditions and restrictions are consistent with and would not prohibit issuance of a vacation home rental permit for the proposed property.

4. The vacation home rental application and renewal application shall be accompanied by an application fee in an amount set forth by separate resolution of the city council which amount is calculated to recover the city's full cost of reviewing, issuing and administering said permit.

5. If a renewal application is denied, and the applicant wishes to operate a vacation home rental, the applicant must initiate a vacation home rental application by filing an initial application and complying with the procedures of subsection (A) of this section.

**3.50.400 Expiration and renewal of vacation home rental permits.**

A. Vacation home rental permits shall expire one year after their issuance.

B. Vacation home rental permits must be renewed on an annual basis prior to expiration by filing with the city manager a renewal application and a renewal fee.

C. If a timely renewal application is filed, the vacation home rental permit shall not expire until the date that the city manager approves or denies the renewal application. If a timely renewal application is not filed, the vacation home rental permit shall expire and shall be considered null and void.

D. A renewal application shall be subject to all filing requirements set forth in SLTCC 3.50.390(B).

E. The city manager shall issue or deny a renewal application in accordance with the provisions of SLTCC 3.50.410(C).

**3.50.410 Review, issuance and denial of vacation home rental permit applications.**

A. Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.

B. Criteria for Issuance – Initial Application. The city manager shall issue a vacation home rental permit where they make all of the following findings:

1. The vacation home rental application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. In residential areas, inspection of the vacation home rental property has shown that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property, that no health and safety violations which threaten the wellbeing of guests, neighbors or the community are present at the vacation home rental property, that the defensible space requirements of California Public Resources Code Section 4291, as may be amended, are met, and that the applicable requirements of SLTCC 3.50.440 are met including verifying the parking areas set forth on the application, the required interior and exterior signage, lighting, and that the required noise and video monitoring devices are installed and operational.

3. Neither the vacation home rental property nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

4. The vacation home rental property contains sufficient paved parking spaces to accommodate the maximum number of occupants. All required parking shall be constructed on the vacation home rental property prior to operation as a vacation home rental.

5. The proposed vacation home rental would not exceed the cap of 900 vacation home rental permits in SLTCC 3.50.380(F).

C. Criteria for Issuance – Renewal Application. The city manager shall issue a renewed vacation home rental permit where they make all of the following findings:

1. The renewal application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. There have not been three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this subsection, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental permit has not lapsed, expired, been revoked, or suspended.

4. The vacation home rental is current on transient occupancy taxes and has paid all said taxes to the city in full by the date upon which said taxes became due.

5. The vacation home rental permit has not been transferred to another person, entity, or property.

D. Criteria for Denial. Vacation home rental permits shall not be issued or renewed where the city manager confirms that one or more of the criteria for issuance set forth in subsections (B) and (C) of this section have not been met. If the city manager denies the vacation home rental application or renewal application, they shall specify in writing the reasons for the denial and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to SLTCC 3.50.430.

**3.50.420 Revocation of vacation home rental permit.**

A. A vacation home rental permit issued under the terms of this article shall be revoked by the city manager at any time if they conclude any of the following:

1. The vacation home rental is not current on transient occupancy taxes and has not paid all said taxes to the city in full by the date upon which said taxes became due.

2. There have been three or more upheld citations for violations of the city code which citations were issued during three separate events and/or calls for service for violations of the city code at the vacation home rental within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental applicant has submitted a vacation home rental application containing a material misrepresentation or omission of a material fact.

4. There has been a transfer or an attempt to transfer a vacation home rental permit to another person, entity or property.

B. A vacation home rental permit suspended or revoked pursuant to this section shall be deemed to be expired and shall no longer authorize the operation of a vacation home rental.

**3.50.430 Appeal from city manager's determination.**

An applicant or any interested party who disagrees with the city manager's decision to issue, deny, revoke, or suspend a vacation home rental permit may appeal that decision to a hearing officer in accordance with the appeal provisions of Chapter 2.35 SLTCC. The hearing officer's decision shall be final and is not subject to further administrative appeals.

**3.50.440 Conditions of operation.**

All vacation home rental properties shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements, irrespective of whether they are being used as a vacation home rental at a given time. In residential areas, the owner shall designate and maintain a property manager to ensure compliance with the conditions set forth in this section. Violation of any of the below conditions of operation shall subject the owner to citation in accordance with SLTCC 3.50.450. Additionally, violation of conditions of operation set forth in subsections (A), (C), (H), (K), (L), (O), (Q), and (R) of this section shall subject any occupant found violating such condition to citation in accordance with SLTCC 3.50.450.

A. Maximum Occupancy.

1. Occupancy of the vacation home rental shall be limited by (1) the number of paved parking spaces on the vacation home rental property as shown in Table 1 of this subsection, and (2) the number of bedrooms in the property as shown in Tables 2(a) and 2(b) of this subsection, whichever is lesser. For purposes of this subsection, occupancy shall be calculated by the number of persons present at the vacation home rental property at any given time.

**Table 1. Number of Paved Parking Spaces Establishing Maximum Occupancy**

| Number of Parking Spaces | Maximum Occupancy |
|---|---|
| 1 | 4 |
| 2 | 8 |

| Number of Parking Spaces | Maximum Occupancy |
|---|---|
| 3 | 12 |
| 4 | 16 |
| 5 | 20 |

**Table 2(a). Number of Bedrooms Establishing Maximum Occupancy (Outside Residential Areas)**

| Number of Bedrooms | Maximum Occupancy |
|---|---|
| Studio | 4 |
| 1 | 6 |
| 2 | 8 |
| 3 | 10 |
| 4 | 12 |
| 5 | 14 |

**Table 2(b). Number of Bedrooms Establishing Maximum Occupancy (In Residential Areas)**

| Number of Bedrooms | Maximum Occupancy |
|---|---|
| Studio | 2 |
| 1 | 2 |
| 2 | 4 |
| 3 | 6 |
| 4 | 8 |
| 5 | 10 |

Outside residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental with one or more bedrooms shall be calculated by multiplying the number of bedrooms by two and adding four. In residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental shall be calculated by multiplying the number of bedrooms by two. For vacation home rentals with one or more bedrooms, up to five children aged 13 and under do not count towards the maximum occupancy. For studios, up to two children aged 13 and under do not count towards the maximum occupancy.

The voluntary reduction of occupancy in order to reduce fees is not permitted.

The requirements of this subsection limiting maximum occupancy based on number of parking spaces shall not apply to any vacation home rental that is within a common interest development

subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations regarding parking for occupants of vacation home rentals within such common interest development.

B. Each parking space required for a vacation home rental permit shall remain available for vacation home rental occupants. Each parking space shall be no less than nine feet wide and 19 feet long.

C. Commercial Activity Prohibited. Vacation home rentals shall not be used for commercial activities, including, but not limited to, weddings, receptions and large parties. All occupants of the vacation home rental shall be notified of the prohibition against commercial activities prior to the reservation, rental, or lease of a vacation home rental.

D. The owner of the vacation home rental shall be responsible for compliance with all provisions of the South Lake Tahoe City Code.

E. The owner of the vacation home rental shall post a copy of the permit and a copy of the conditions set forth in this section in a conspicuous place within the vacation home rental property.

F. All marketing and advertising of the vacation home rental shall include the vacation home rental permit number issued by the city. In residential areas, all marketing and advertising of the vacation home rental shall include a statement that the property is in a residential area and is subject to enhanced regulations and enforcement to prevent disturbances and preserve neighborhood character.

G. The owner shall agree to and authorize the city to enter the vacation home rental for the purpose of inspections when the city has received complaints of substandard housing conditions and/or has been made aware of substandard housing conditions.

H. Use of all outdoor spas or hot tubs shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m.

I. Interior Signage. Vacation home rentals shall have a clearly visible and legible notice posted on or directly adjacent to the inside of the front door, containing the following information:

1. The name of the property manager and a telephone number enabled for text messaging at which that person may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The parking rules for seasonal snow removal;

5. The trash pickup day and notification that solid waste and recyclables shall not be left or stored on the exterior of the property except in a bear box or animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC;

6. Notification that an occupant may be cited and fined for creating a disturbance or for violating any provision(s) of this article; and

7. Notification that failure to conform to the parking and occupancy limits of the vacation home rental is a violation of this article.

J. Exterior Signage. Vacation home rentals shall have a clearly visible and legible exterior sign, posted in a location which is visible from the adjacent right-of-way, containing the following information:

1. The name of the property manager and owner of the vacation home rental, and a telephone number at which the property manager may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The telephone number of the police department vacation home rental hotline, and the police department's email address;

5. This section of the South Lake Tahoe City Code.

K. Parking. Occupants of vacation home rentals shall not park on areas of the vacation home rental property not designated as parking spaces or on any other private property without permission.

L. Noise. In addition to all noise standards set forth in the city code and TRPA Code, the use of any equipment generating noise and the use of outdoor amplified music, speakers or other amplified equipment is prohibited between the hours of 10:00 p.m. and 8:00 a.m.

M. Emergency lighting (which may consist of plug-in or permanently installed systems) shall be installed, maintained and functional within the home at all times.

N. Any lights used to illuminate a vacation home rental property shall be designed so as to not spray onto adjoining properties and adjacent rights-of-way.

O. Parking of commercial vehicle(s) on vacation home rental property, except temporarily for durations of less than four hours, shall be prohibited.

P. Records of every night for which the vacation home rental is rented, including the name and contact information of the tenant who has arranged to rent the vacation home rental, the rental rate, the number of occupants per night, and the number of vehicles, shall be maintained for a minimum period of three years before such records are discarded or destroyed. Such records shall be made available to the city within 15 business days upon written request from the city.

Q. Camping and sleeping in tents, travel trailers, campers or recreational vehicles shall not be permitted on the vacation home rental property.

R. Trash.

1. Owners are responsible for compliance with all requirements for sorting, disposal, storage, and collection of solid waste, recyclables, and yard trimmings in Chapter 4.150 SLTCC. Solid waste and recyclables shall not be left or stored on the exterior of the property except in a container(s) within a bear box or in an animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC. Owners are required to acquire and use an animal-resistant recycling cart within 30 days of receiving notice from the city or its franchisee that such recycling carts are available.

2. If a bear box is installed on the vacation home rental property, then all solid waste shall be stored in said bear box until collection. All bear boxes shall remain functional and maintained so as to ensure that wildlife cannot access trash. The requirements of this subsection shall not apply

to any person whose vacation home rental is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations requiring and enforcing the regular disposal of trash within such common interest development.

3. For vacation home rental properties with a bear box installed, Table 1 of this subsection establishes the number of trash cans within bear boxes required.

**Table 1. Minimum Number of Trash Cans Within Bear Box**

| Size of Home | Number of Trash Cans |
|---|---|
| Less than 2,500 square feet | 2 |
| 2,500 – 3,500 square feet | 3 |
| Greater than 3,500 square feet | 4 |

4. Vacation home rental owners and property managers shall arrange for the necessary level of trash pick-up, drop-off, or other trash removal from the property so as to ensure that no trash is left on the street, exterior of the dwelling unit, or the right-of-way.

S. Owner or authorized agent shall include the vacation home rental permit number on all contracts, rental agreements, and in any advertising or websites depicting the vacation home rental.

T. Transient Occupancy Tax. The owner of the vacation home rental shall remit all transient occupancy tax payments and comply with Article II of this chapter. The owner or agent shall report the number of room nights rented for each vacation home rental when remitting transient occupancy tax payments.

U. For properties in residential areas, the property manager shall meet the occupants either in person or virtually to check them in at the beginning of each vacation home rental to, at a minimum:

1. Verify the identities of all responsible party(ies) entering into a vacation home rental contract;

2. Verify that all responsible party(ies) entering into a vacation home rental contract are 25 years of age or older; and

3. Ensure that the property manager and responsible party(ies) have signed the good neighbor contract certifying that the property manager has reviewed the conditions of operation of this section with the responsible party(ies), which good neighbor contract shall be maintained for three years and made available to the city upon written request within 15 business days.

V. For properties in residential areas, the owner shall install indoor noise and outdoor video monitoring devices to immediately alert the property manager 24 hours a day, seven days a week, of potential violations of the conditions of operation of this SLTCC 3.50.440, including those conditions of operation related to noise, trash, and parking. The purpose of this requirement is to provide property managers with access to real-time information to allow them to prevent nuisances before neighbors are disturbed and to prevent violations of the conditions of operation.

W. For properties in residential areas, the property manager shall provide and maintain a local contact number with 24-hour, seven days a week, availability for receiving reports of violations from the city and neighbors, and the property manager shall be available to respond in person within 60 minutes to such complaints, 24 hours a day, seven days a week.

**3.50.450 Enforcement.**

A. Any use or condition caused or permitted to exist in violation of any provision of this article shall be and hereby is declared a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure Section 731 or any other remedy available to the city.

B. Any use or condition caused or permitted to exist in violation of any provision of this article shall be subject to citation in an amount set forth by separate resolution of the city council.

C. The city may issue a citation based wholly or in part on photographic, video, or audio recorded evidence provided by a third party upon submission of a signed affidavit from the person who took the photograph or made the recording authenticating the evidence, if a preponderance of the evidence shows that a violation occurred.

D. Appeals of citations are subject to Chapter 2.30 SLTCC, except for any appeal of a third citation within a 24-month period resulting in revocation of a vacation home rental permit is subject to Chapter 2.35 SLTCC, and will be heard by a hearing officer along with the appeal of the permit revocation under SLTCC 3.50.430.

**3.50.460 No property rights conferred.**

Vacation home rental permits shall not be construed as providing property rights or vested interests and entitlements in continued operation of a vacation home rental. Vacation home rental permits are revocable licenses which expire annually. Vacation home rental permits shall not run with the land.

SECTION 2. Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

**Table 2.35.070: Appealable Actions and Matters**

| Permit or Action Type | Reference Section | Intermediary Appeal Officer or Board | Final Appeal Officer or Board |
|---|---|---|---|
| Tax Determinations | 3.20.060<br>3.20.110 | Tax Collector | City Council |
| Emergency Communication System Access Fee | 3.30.170 | Finance Director | City Manager |
| Business and Professions Tax and License | 3.35.170<br>3.35.260 | None | City Council |
| Business Classification | 3.35.310 | Tax Collector | City Council |
| Revocation of Business Permit by the Chief of Police for Violation of California Health and Safety Section 11364.5 | 3.35.420 | None | City Manager |

| Permit or Action Type | Reference Section | Intermediary Appeal Officer or Board | Final Appeal Officer or Board |
|---|---|---|---|
| Transient Lodging Tax Redetermination | 3.50.130 | Finance Director | City Manager |
| Transient Lodging: Occupancy and Permits | 3.50.040 | Planning Commission | City Council |
| Vacation Home Rental Permit | 3.50.430 | None | Hearing Officer |
| Vacation Home Rental Permit Third Citation and Revocation | 3.50.450 | None | Hearing Officer |
| Animal Control Fees | 4.05.080 | None | City Council |
| Massage | 4.15.040 | None | City Council |
| Bingo Permit | 4.20.060 | None | City Council |
| Mobile Vending Permit | 4.35.080 | None | City Council |
| Alcohol Use Permit | 4.70.130 | None | City Council |
| Escort Permit Grant, Denial, Suspension or Revocation | 4.70.200 | City Manager | City Council |
| Private Patrol Permit | 4.140.090 | None | City Council |
| False Alarm Permit | 4.145.070 | None | City Manager |
| Refuse and Garbage | 4.150.025 | None | City Council |
| Taxicab Suspension or Revocation of Permit | 4.155.110 | None | City Manager |
| Cannabis Public Safety License | 4.180.050 | None | City Council |
| Hazardous Vegetation and Defensible Space | 5.30.100 | None | Hearing Officer |
| Land Use Development Standards | 6.10.090<br>6.10.250 | See 6.10.090 Table 1 | See 6.10.090 Table 1 |
| Housing: Unit Determination | 6.25.080 | None | City Council |
| Multifamily Dwelling Inspection and Maintenance Program | 6.30.170 | None | Building Board of Appeals |
| Plan Line Setback: Building Permit | 6.35.060 | None | Planning Commission |
| Signs | 6.40.270 | Planning Commission | City Council |
| Trees | 6.50.040<br>6.50.180 | None | City Council |

| Permit or Action Type | Reference Section | Intermediary Appeal Officer or Board | Final Appeal Officer or Board |
|---|---|---|---|
| Condominium Conversion | 6.55.210 | Planning Commission | City Council |
| Use Permit and Variances | 6.55.220<br>6.55.580<br>6.55.590 | Planning Commission | City Council |
| Special Events and Temporary Use Permit | 6.55.230 | Planning Commission | City Council |
| Hosted Rental Permit | 6.55.295 | None | Planning Commission |
| Cannabis Use Permit | 6.55.770 | None | City Council |
| Floodplain Management | 6.65.160 | None | City Council |
| Mobile Vending Location | 6.70.060 | Planning Commission | City Council |
| Wireless Facility Permits | 6.75.040<br>6.75.080 | Planning Commission | City Council |
| Urban Runoff and Storm Water Quality Violations | 7.15.180 | Public Works Director | City Council |
| Grading, Erosion, and Sediment Control Decisions | 7.20.260 | None | Public Works Director |

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and under CEQA Guidelines section 15308 because it is amending a regulatory process to protect the environment.

SECTION 5. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 6. This Ordinance shall become effective 30 days following its adoption.

Adopted by the City of South Lake Tahoe City Council on March 24, 2026 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

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

### 3.50.370 Definitions.

"Bear box" shall have the same meaning as set forth in SLTCC 4.150.010.

~~"Buffer zone" shall mean the area within 150 feet of any property line of a vacation home rental property, except for condominiums, as measured using the city of South Lake Tahoe's geographic information system data.~~

"City manager" shall mean the city manager as set forth in Chapter 2.10 SLTCC, or their designee.

"Condominium" shall mean a dwelling unit in a residential development that is under a legal arrangement specifying that the unit is individually owned but the common areas are owned, controlled, and maintained through an organization consisting of all individual owners.

"Dwelling unit" shall mean a building, or portion thereof, that contains living facilities including provisions for sleeping, eating, cooking, and sanitation for the exclusive use of one or more people maintaining a household, not including city-approved hotels, motels, bed and breakfasts, or timeshares.

"Electronic signature" shall have the same meaning as set forth in SLTCC 2.40.010.

"Good neighbor contract" shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC 3.50.440 for which occupants are responsible for compliance and subject to citation for violating, to be signed by wet or electronic signature before or during check-in by the property manager and the responsible party(ies) entering into a vacation home rental contract for each vacation home rental in areas outside the tourist core area plan.

"Multifamily dwelling unit" shall mean a dwelling unit that is attached, meaning that it shares at least one wall, floor, or ceiling with at least one other dwelling unit.~~,~~ ~~except that c~~Condominiums ~~within the tourist core area plan~~ are not considered multifamily dwelling units.

"Occupant" shall mean any person who is on or in a vacation home rental property other than service providers, whether or not the person stays overnight.

"Owner" shall mean the person(s) or entity(ies) that hold legal or equitable title to a dwelling unit.

"Property manager" shall mean the person designated by the owner to implement the requirements of SLTCC 3.50.440 in residential areas ~~outside the tourist core area plan~~. The owner or an agent designated by the owner may serve as the property manager.

"Renewal application" shall mean an application for a renewed vacation home rental permit which application may be submitted by the vacation home rental applicant.

"Rent" shall have that definition set forth in SLTCC 3.00.010.

"Residential areas" shall mean areas zoned for residential use and excluding all areas within the Tourist Core Area Plan, Tahoe Valley Area Plan, Sierra-Tract Commercial Plan Area Statement,

South Y Industrial Tract Community Plan, and Bijou/Al Tahoe Community Plan Districts 1, 2, 3, and 4, and parcels zoned for recreational use.

"Vacation home rental" shall mean the rent or rental of an entire dwelling unit by the owner or agent to another person or group of persons for occupancy, dwelling, lodging, or sleeping purposes for a period of less than 30 consecutive calendar days. The rental of units within city-approved hotels, motels, time-shares, and bed and breakfasts shall not be considered to be vacation home rentals.

"Vacation home rental applicant" shall mean the person(s) or entity(ies) who apply for a vacation home rental permit by submitting and signing a vacation home rental application. A vacation home rental applicant may be an owner(s) of the dwelling unit, an agent(s), or another authorized representative(s) of an owner of the dwelling unit.

"Vacation home rental permit" shall mean a permit issued to the property owner and pursuant to the provisions of this chapter that allows the use of a dwelling unit as a short-term rental.

"Vacation home rental property" shall mean a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the county of El Dorado, upon which a vacation home rental(s) is (are) maintained. "Vacation home rental property" includes the premises upon which a vacation home rental is located, including parking areas, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, spas, tennis and paddleboard courts, and other similar and related improvements.

"Waitlist" shall mean the list of vacation home rental permit applicants the city manager maintains when the number of vacation home rental permits issued in residential areas exceeds the cap of 900, to be maintained in the order each application is deemed complete and used when vacation home rental permits become available.

**3.50.380 Vacation home rentals – General provisions.**

A. Vacation Home Rentals Allowed. Subject to the provisions of this article, vacation home rentals shall be permitted within the city.

B. Vacation Home Rental Permit Required to Operate. It shall be unlawful for any person or entity to rent, maintain, facilitate, advertise or list a dwelling unit as a short-term rental without a valid vacation home rental permit issued pursuant to this article.

C. Vacation Home Rental Permits Nontransferable.

1. Permit – Site Specific. It shall be unlawful for any person to give, grant or otherwise transfer a vacation home rental permit from one dwelling unit to another.

2. Transfer of Permits Prohibited. All permits issued by the city pursuant to this article shall be nontransferable to a different person or entity to whom said permit was issued.

(a) Notwithstanding subsection (C)(2) of this section, a permit may be transferred from one owner of a vacation home rental to another owner of the vacation home rental as long as the transferee was an owner of the vacation home rental at the time the vacation

home rental application was submitted to the city, and a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes.

3. Upon any change of ownership of a vacation home rental property, an initial vacation home rental application shall be submitted pursuant to SLTCC 3.50.390(A).

D. Multifamily Dwelling Units and Condominiums.

1. It shall be unlawful to rent, lease, use or operate a multifamily dwelling unit as a vacation home rental.

2. Condominiums are eligible for vacation home rental permits, except for condominiums that are part of a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq. and which condominiums are subject to a prohibition on short-term rentals adopted by the common interest development pursuant to Cal. Civ. Code § 4741, as may be amended.

~~2. Notwithstanding subsection (D)(1) of this section, owners of multifamily dwelling units that are condominiums and had a valid vacation home rental permit at such condominium on September 1, 2016, may apply for a vacation home rental permit for said multifamily dwelling unit and will be issued or denied a permit or renewal permit based on the criteria of SLTCC 3.50.410.~~

E. Agency and Property Management.

1. An owner may retain an agent to comply with the requirements of this article, including, without limitation, the filing of an application for a vacation home rental permit, the management of the vacation home rental, and compliance with the conditions of the permit. The owner of the vacation home rental is responsible for compliance with the provisions of this article and the failure of an agent to comply with this article shall not relieve the owner of their obligations as set forth in this article.

2. In residential areas ~~outside the tourist core area plan~~, owners are required to designate and maintain a property manager at all times.

F. ~~Anticlustering Requirements~~Cap. The total number of vacation home rental permits issued in residential areas shall not exceed 900.

~~1. Outside of the tourist core area plan, a vacation home rental shall not operate on a parcel located within 150 feet of another parcel outside of the tourist core area plan with a vacation home rental permit.~~

~~2. No more than one vacation home rental shall operate on a parcel.~~

~~3. Distances under this subsection shall be calculated as a straight line from any parcel line of the permitted vacation home rental property to the parcel line of any other parcel. Locational restrictions shall apply to an entire parcel if any portion of the parcel is located within the applicable buffer zone.~~

~~4. Notwithstanding subsection (F)(1) of this section, condominiums are exempt from the anti- clustering requirements, meaning that no buffer zone around condominiums is required, and condominiums are not subject to buffer zones around other vacation home rental properties.~~

G. Transient occupancy tax shall be assessed for vacation home rentals.

H. Permits and Fees Not Exclusive. Permits and fees required by this article shall be in addition to any license, permit or fee required under any provision of the city code. The issuance of any permit pursuant to this article shall not relieve the owner of the vacation home rental from their obligation to comply with all other provisions of the city code pertaining to use and occupancy of the vacation home rental.

I. No more than one vacation home rental shall operate on a parcel.

**3.50.390 Vacation home rental application procedures.**

A. Initial Applications.

1. All persons or entities interested in operating a vacation home rental may submit a vacation home rental application along with the application fee in an amount set forth in the city's master fee schedule. ~~For applications in areas where vacation home rentals were previously prohibited under Measure T, the city council may, by resolution, set an initial application period for applicants whose vacation home rental permit at the same property that is in good standing and was not renewed in 2021 because of Measure T, and for applicants whose qualified vacation home rental permit at the same property is in good standing and became void in April 2025 because of the court's judgment in the Measure T lawsuit. Applications in such areas that are submitted by applicants not qualifying for the initial application period will not be accepted until the initial application period has expired.~~

2. It shall be the applicant's responsibility to provide all information and materials required to comply with the vacation home rental application submittal requirements.

3. The filing date of the vacation home rental application shall be the date when the city manager officially receives the last submission of information or materials required by subsection (B) of this section and the application is deemed complete. If the city manager determines an application submittal is incomplete, a vacation home rental applicant shall be notified of such incompleteness within 30 calendar days of receipt of the vacation home rental application by the city manager. If the city manager does not receive a complete application within 30 calendar days of providing notice of incompleteness, the city manager shall no longer consider that application and the application shall be deemed withdrawn.

4. All vacation home rental applications which have been deemed complete by the city manager shall be reviewed and processed in the order of the application's filing date.

5. Once an application is deemed complete, the city manager shall make reasonable efforts to schedule an inspection of the vacation home rental within 14 days. Vacation home rental applicants shall have 45 days to make all changes and improvements to the vacation home rental which are required by the city pursuant to the inspection. If the vacation home rental applicant fails to make all changes and improvements to the vacation home rental within 45

days of the inspection, said applicant's vacation home rental application shall be deemed withdrawn.

6. The city manager shall continue to review applications and inspect vacation home rental properties until all applications have been reviewed, or in residential areas, until the city can issue no further vacation home rental permits based on the cap in SLTCC 3.50.380(F), and then shall maintain a waitlist. The city shall issue no more than 150 vacation home rental permits per month.

7. Inspections Required in Residential Areas.

(a) The city manager shall inspect all dwelling units in residential areas for compliance with this article prior to issuing a vacation home rental permit for said dwelling unit.

(b) Vacation home rental permit applicants may be required to make improvements or changes to the proposed vacation home rental property in order to ensure that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property and that no health and safety violations which threaten the well-being of guests, neighbors or the community are present at the vacation home rental property, including compliance with defensible space requirements of California Public Resources Code Section 4291, as may be amended.

(c) Notwithstanding subsections (A)(7)(a) and (A)(7)(b) of this section, inspections shall not be required for vacation home rental renewal applications.

~~(d) Notwithstanding subsections (A)(7)(a) and (A)(7)(b) of this section, inspections shall not be required for vacation home rentals located in the tourist core area plan.~~

B. Vacation Home Rental Application and Renewal Application Filing Requirements.

1. Vacation home rental applications and renewal applications shall be submitted on forms provided by the city manager and shall include, but not be limited to, the following information:

(a) Owner(s) name(s).

(b) Property manager contact information, in residential areas including local contact number with 24-hour, seven days a week availability for reporting violations. Any change in the property manager and local contact number shall be promptly furnished to the city manager.

(c) Square footage of home.

(d) Owner mailing address.

(e) Proposed vacation home rental address and assessor's parcel number.

(f) Vacation home rental permit number, if existing vacation home rental.

(g) Number of bedrooms in vacation home rental.

(h) Number of paved parking spaces on the vacation home rental property.

(i) Identification of outdoor hot tub, if any.

~~(j) Permit number and expiration date of prior vacation home rental permit or qualified vacation home rental permit held by owner(s) at proposed vacation home rental property, if any.~~

2. Vacation home rental applications and renewal applications filed by agents, representatives, or authorized representatives of the owner of the vacation home rental property shall include a declaration that such application is being made with the consent of the vacation home rental owner.

3. Vacation home rental applications and renewal applications shall be accompanied by a declaration that any and all applicable covenants, conditions and restrictions are consistent with and would not prohibit issuance of a vacation home rental permit for the proposed property.

4. The vacation home rental application and renewal application shall be accompanied by an application fee in an amount set forth by separate resolution of the city council which amount is calculated to recover the city's full cost of reviewing, issuing and administering said permit.

5. If a renewal application is denied, and the applicant wishes to operate a vacation home rental, the applicant must initiate a vacation home rental application by filing an initial application and complying with the procedures of subsection (A) of this section.

**3.50.400 Expiration and renewal of vacation home rental permits.**

A. Vacation home rental permits shall expire one year after their issuance.

B. Vacation home rental permits must be renewed on an annual basis prior to expiration by filing with the city manager a renewal application and a renewal fee.

C. If a timely renewal application is filed, the vacation home rental permit shall not expire until the date that the city manager approves or denies the renewal application. If a timely renewal application is not filed, the vacation home rental permit shall expire and shall be considered null and void.

D. A renewal application shall be subject to all filing requirements set forth in SLTCC 3.50.390(B).

E. The city manager shall issue or deny a renewal application in accordance with the provisions of SLTCC 3.50.410(C).

**3.50.410 Review, issuance and denial of vacation home rental permit applications.**

A. Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.

B. Criteria for Issuance – Initial Application. The city manager shall issue a vacation home rental permit where they make all of the following findings:

1. The vacation home rental application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. In residential areas, inspection of the vacation home rental property has shown that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property, that no health and safety violations which threaten the wellbeing of guests, neighbors or the community are present at the vacation home rental property, that the defensible space requirements of California Public Resources Code Section 4291, as may be amended, are met, and that the applicable requirements of SLTCC 3.50.440 are met including verifying the parking areas set forth on the application, the required interior and exterior signage, lighting, and that the required noise and video monitoring devices are installed and operational.

3. Neither the vacation home rental property nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

4. The vacation home rental property contains sufficient paved parking spaces to accommodate the maximum number of occupants. All required parking shall be constructed on the vacation home rental property prior to operation as a vacation home rental.

5. The proposed vacation home rental would ~~comply with the anti-clustering requirements~~not exceed the cap of 900 vacation home rental permits in ~~of~~ SLTCC 3.50.380(F).

C. Criteria for Issuance – Renewal Application. The city manager shall issue a renewed vacation home rental permit where they make all of the following findings:

1. The renewal application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. There have not been three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this subsection, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental permit has not lapsed, expired, been revoked, or suspended.

4. The vacation home rental is current on transient occupancy taxes and has paid all said taxes to the city in full by the date upon which said taxes became due.

5. The vacation home rental permit has not been transferred to another person, entity, or property.

D. Criteria for Denial. Vacation home rental permits shall not be issued or renewed where the city manager confirms that one or more of the criteria for issuance set forth in subsections (B) and (C) of this section have not been met. If the city manager denies the vacation home rental application or renewal application, they shall specify in writing the reasons for the denial and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to SLTCC 3.50.430.

**3.50.420 Revocation of vacation home rental permit.**

A. A vacation home rental permit issued under the terms of this article shall be revoked by the city manager at any time if they conclude any of the following:

1. The vacation home rental is not current on transient occupancy taxes and has not paid all said taxes to the city in full by the date upon which said taxes became due.

2. There have been three or more upheld citations for violations of the city code which citations were issued during three separate events and/or calls for service for violations of the city code at the vacation home rental within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental applicant has submitted a vacation home rental application containing a material misrepresentation or omission of a material fact.

4. There has been a transfer or an attempt to transfer a vacation home rental permit to another person, entity or property.

B. A vacation home rental permit suspended or revoked pursuant to this section shall be deemed to be expired and shall no longer authorize the operation of a vacation home rental.

**3.50.430 Appeal from city manager's determination.**

An applicant or any interested party who disagrees with the city manager's decision to issue, deny, revoke, or suspend a vacation home rental permit may appeal that decision to ~~the planning commission~~a hearing officer in accordance with the appeal provisions of Chapter 2.35 SLTCC. The ~~planning commission~~hearing officer's decision shall be final and is not subject to further administrative appeals.

**3.50.440 Conditions of operation.**

All vacation home rental properties shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements, irrespective of whether they are being used as a vacation home rental at a given time. In residential areas ~~outside the tourist core area plan~~, the owner shall designate and maintain a property manager to ensure compliance with the conditions set forth in this section. Violation of any of the below conditions of operation shall subject the owner to citation in accordance with SLTCC 3.50.450. Additionally, violation of conditions of operation set forth in subsections (A), (C), (H), (K), (L), (O), (Q), and (R) of this section shall subject any occupant found violating such condition to citation in accordance with SLTCC 3.50.450.

A. Maximum Occupancy.

1. Occupancy of the vacation home rental shall be limited by (1) the number of paved parking spaces on the vacation home rental property as shown in Table 1 of this subsection, and (2) the number of bedrooms in the property as shown in Tables 2(a) and 2(b) of this subsection, whichever is lesser. For purposes of this subsection, occupancy shall be calculated by the number of persons present at the vacation home rental property at any given time.

**Table 1. Number of Paved Parking Spaces Establishing Maximum Occupancy**

| Number of Parking Spaces | Maximum Occupancy |
|---|---|
| 1 | 4 |
| 2 | 8 |
| 3 | 12 |
| 4 | 16 |
| 5 | 20 |

**Table 2(a). Number of Bedrooms Establishing Maximum Occupancy (~~Within Tourist Core Area Plan~~Outside Residential Areas)**

| Number of Bedrooms | Maximum Occupancy |
|---|---|
| Studio | 4 |
| 1 | 6 |
| 2 | 8 |
| 3 | 10 |
| 4 | 12 |
| 5 | 14 |

**Table 2(b). Number of Bedrooms Establishing Maximum Occupancy (~~Outside Tourist Core Area Plan~~In Residential Areas)**

| Number of Bedrooms | Maximum Occupancy |
|---|---|
| Studio | 2 |
| 1 | 2 |
| 2 | 4 |

| Number of Bedrooms | Maximum Occupancy |
|---|---|
| 3 | 6 |
| 4 | 8 |
| 5 | 10 |

~~Within the tourist core area plan~~Outside residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental with one or more bedrooms shall be calculated by multiplying the number of bedrooms by two and adding four. ~~Outside the tourist core area plan~~In residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental shall be calculated by multiplying the number of bedrooms by two. For vacation home rentals with one or more bedrooms, up to five children aged 13 and under do not count towards the maximum occupancy. For studios, up to two children aged 13 and under do not count towards the maximum occupancy.

The voluntary reduction of occupancy in order to reduce fees is not permitted.

The requirements of this subsection limiting maximum occupancy based on number of parking spaces shall not apply to any vacation home rental that is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations regarding parking for occupants of vacation home rentals within such common interest development.

B. Each parking space required for a vacation home rental permit shall remain available for vacation home rental occupants. Each parking space shall be no less than nine feet wide and 19 feet long.

C. Commercial Activity Prohibited. Vacation home rentals shall not be used for commercial activities, including, but not limited to, weddings, receptions and large parties. All occupants of the vacation home rental shall be notified of the prohibition against commercial activities prior to the reservation, rental, or lease of a vacation home rental.

D. The owner of the vacation home rental shall be responsible for compliance with all provisions of the South Lake Tahoe City Code.

E. The owner of the vacation home rental shall post a copy of the permit and a copy of the conditions set forth in this section in a conspicuous place within the vacation home rental property.

F. All marketing and advertising of the vacation home rental shall include the vacation home rental permit number issued by the city. In residential areas, all marketing and advertising of the vacation home rental shall include a statement that the property is in a residential area and is subject to enhanced regulations and enforcement to prevent disturbances and preserve neighborhood character.

G. The owner shall agree to and authorize the city to enter the vacation home rental for the purpose of inspections when the city has received complaints of substandard housing conditions and/or has been made aware of substandard housing conditions.

H. Use of all outdoor spas or hot tubs shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m.

I. Interior Signage. Vacation home rentals shall have a clearly visible and legible notice posted on or directly adjacent to the inside of the front door, containing the following information:

1. The name of the property manager and a telephone number enabled for text messaging at which that person may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The parking rules for seasonal snow removal;

5. The trash pickup day and notification that solid waste and recyclables shall not be left or stored on the exterior of the property except in a bear box or animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC;

6. Notification that an occupant may be cited and fined for creating a disturbance or for violating any provision(s) of this article; and

7. Notification that failure to conform to the parking and occupancy limits of the vacation home rental is a violation of this article.

J. Exterior Signage. Vacation home rentals shall have a clearly visible and legible exterior sign, posted in a location which is visible from the adjacent right-of-way, containing the following information:

1. The name of the property manager and owner of the vacation home rental, and a telephone number at which the property manager may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The telephone number of the police department vacation home rental hotline, and the police department’s email address;

5. This section of the South Lake Tahoe City Code.

K. Parking. Occupants of vacation home rentals shall not park on areas of the vacation home rental property not designated as parking spaces or on any other private property without permission.

L. Noise. In addition to all noise standards set forth in the city code and TRPA Code, the use of any equipment generating noise and the use of outdoor amplified music, speakers or other amplified equipment is prohibited between the hours of 10:00 p.m. and 8:00 a.m.

M. Emergency lighting (which may consist of plug-in or permanently installed systems) shall be installed, maintained and functional within the home at all times.

N. Any lights used to illuminate a vacation home rental property shall be designed so as to not spray onto adjoining properties and adjacent rights-of-way.

O. Parking of commercial vehicle(s) on vacation home rental property, except temporarily for durations of less than four hours, shall be prohibited.

P. Records of every night for which the vacation home rental is rented, including the name and contact information of the tenant who has arranged to rent the vacation home rental, the rental rate, the number of occupants per night, and the number of vehicles, shall be maintained for a minimum period of three years before such records are discarded or destroyed. Such records shall be made available to the city within 15 business days upon written request from the city.

Q. Camping and sleeping in tents, travel trailers, campers or recreational vehicles shall not be permitted on the vacation home rental property.

R. Trash.

1. Owners are responsible for compliance with all requirements for sorting, disposal, storage, and collection of solid waste, recyclables, and yard trimmings in Chapter 4.150 SLTCC. Solid waste and recyclables shall not be left or stored on the exterior of the property except in a container(s) within a bear box or in an animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC. Owners are required to acquire and use an animal-resistant recycling cart within 30 days of receiving notice from the city or its franchisee that such recycling carts are available.

2. If a bear box is installed on the vacation home rental property, then all solid waste shall be stored in said bear box until collection. All bear boxes shall remain functional and maintained so as to ensure that wildlife cannot access trash. The requirements of this subsection shall not apply to any person whose vacation home rental is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations requiring and enforcing the regular disposal of trash within such common interest development.

3. For vacation home rental properties with a bear box installed, Table 1 of this subsection establishes the number of trash cans within bear boxes required.

**Table 1. Minimum Number of Trash Cans Within Bear Box**

| Size of Home | Number of Trash Cans |
|---|---|

| Size of Home | Number of Trash Cans |
|---|---|
| Less than 2,500 square feet | 2 |
| 2,500 – 3,500 square feet | 3 |
| Greater than 3,500 square feet | 4 |

4. Vacation home rental owners and property managers shall arrange for the necessary level of trash pick-up, drop-off, or other trash removal from the property so as to ensure that no trash is left on the street, exterior of the dwelling unit, or the right-of-way.

S. Owner or authorized agent shall include the vacation home rental permit number on all contracts, rental agreements, and in any advertising or websites depicting the vacation home rental.

T. Transient Occupancy Tax. The owner of the vacation home rental shall remit all transient occupancy tax payments and comply with Article II of this chapter. The owner or agent shall report the number of room nights rented for each vacation home rental when remitting transient occupancy tax payments.

U. For properties ~~outside the tourist core area plan~~in residential areas, the property manager shall meet the occupants either in person or virtually to check them in at the beginning of each vacation home rental to, at a minimum:

1. Verify the identities of all responsible party(ies) entering into a vacation home rental contract; ~~and~~

2. Verify that all responsible party(ies) entering into a vacation home rental contract are 25 years of age or older; and

~~2~~3. Ensure that the property manager and responsible party(ies) have signed the good neighbor contract certifying that the property manager has reviewed the conditions of operation of this section with the responsible party(ies), which good neighbor contract shall be maintained for three years and made available to the city upon written request within 15 business days.

V. For properties ~~outside the tourist core area plan~~in residential areas, the owner shall install indoor noise and outdoor video monitoring devices to immediately alert the property manager 24 hours a day, seven days a week, of potential violations of the conditions of operation of this SLTCC 3.50.440, including those conditions of operation related to noise, trash, and parking. The purpose of this requirement is to provide property managers with access to real-time information to allow them to prevent nuisances before neighbors are disturbed and to prevent violations of the conditions of operation.

W. For properties ~~outside the tourist core area plan~~in residential areas, the property manager shall provide and maintain a local contact number with 24-hour, seven days a week, availability for receiving reports of violations from the city and neighbors, and the property manager shall be

available to respond in person within 60 minutes to such complaints, 24 hours a day, seven days a week.

**3.50.450 Enforcement.**

A. Any use or condition caused or permitted to exist in violation of any provision of this article shall be and hereby is declared a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure Section 731 or any other remedy available to the city.

B. Any use or condition caused or permitted to exist in violation of any provision of this article shall be subject to citation in an amount set forth by separate resolution of the city council.

C. The city may issue a citation based wholly or in part on photographic, video, or audio recorded evidence provided by a third party upon submission of a signed affidavit from the person who took the photograph or made the recording authenticating the evidence, if a preponderance of the evidence shows that a violation occurred.

D. Appeals of citations are subject to Chapter 2.30 SLTCC, except for any appeal of a third citation within a 24-month period resulting in revocation of a vacation home rental permit is subject to Chapter 2.35 SLTCC, and will be heard by ~~the planning commission~~a hearing officer along with the appeal of the permit revocation under SLTCC 3.50.430.

**3.50.460 No property rights conferred.**

Vacation home rental permits shall not be construed as providing property rights or vested interests and entitlements in continued operation of a vacation home rental. Vacation home rental permits are revocable licenses which expire annually. Vacation home rental permits shall not run with the land.

**2.35.070 Appeal hearings.**

The hearing officer, board, commission or council of the city shall, upon timely receipt of a notice of appeal that complies with this chapter, schedule a hearing on the appeal. The hearing officer, board, commission or council shall either (1) make findings of fact at the appeal hearing, which findings of fact are based upon the evidence submitted and determine whether grounds exist for denial of the appeal; or (2) make findings of fact after the appeal hearing and in writing, notifying the appellant of the hearing officer, board, commission, or council's decision.

Table 2.35.070 sets forth the various appealable actions and matters as well as the officer, board, commission or council charged with the responsibility of hearing each appealable action and matter. Intermediary appeals shall be first made to the intermediary appeal officer or board. Appeals of decisions made by the intermediary appeal officer or board may be made to the final appeal officer or board. The decision of the final appeal officer or board shall be final and may not be appealed.

**Table 2.35.070: Appealable Actions and Matters**

| Permit or Action Type | Reference Section | Intermediary Appeal Officer or Board | Final Appeal Officer or Board |
|---|---|---|---|
| Tax Determinations | 3.20.060<br>3.20.110 | Tax Collector | City Council |
| Emergency Communication System Access Fee | 3.30.170 | Finance Director | City Manager |
| Business and Professions Tax and License | 3.35.170<br>3.35.260 | None | City Council |
| Business Classification | 3.35.310 | Tax Collector | City Council |
| Revocation of Business Permit by the Chief of Police for Violation of California Health and Safety Section 11364.5 | 3.35.420 | None | City Manager |
| Transient Lodging Tax Redetermination | 3.50.130 | Finance Director | City Manager |
| Transient Lodging: Occupancy and Permits | 3.50.040 | Planning Commission | City Council |
| Vacation Home Rental Permit | 3.50.430 | None | ~~Planning Commission~~Hearing Officer |
| Vacation Home Rental Permit Third Citation and Revocation | 3.50.450 | None | ~~Planning Commission~~Hearing Officer |

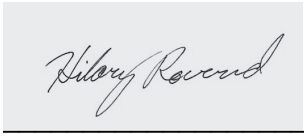
| Permit or Action Type | Reference Section | Intermediary Appeal Officer or Board | Final Appeal Officer or Board |
|---|---|---|---|
| Animal Control Fees | 4.05.080 | None | City Council |
| Massage | 4.15.040 | None | City Council |
| Bingo Permit | 4.20.060 | None | City Council |
| Mobile Vending Permit | 4.35.080 | None | City Council |
| Alcohol Use Permit | 4.70.130 | None | City Council |
| Escort Permit Grant, Denial, Suspension or Revocation | 4.70.200 | City Manager | City Council |
| Private Patrol Permit | 4.140.090 | None | City Council |
| False Alarm Permit | 4.145.070 | None | City Manager |
| Refuse and Garbage | 4.150.025 | None | City Council |
| Taxicab Suspension or Revocation of Permit | 4.155.110 | None | City Manager |
| Cannabis Public Safety License | 4.180.050 | None | City Council |
| Hazardous Vegetation and Defensible Space | 5.30.100 | None | Hearing Officer |
| Land Use Development Standards | 6.10.090<br>6.10.250 | See 6.10.090 Table 1 | See 6.10.090 Table 1 |
| Housing: Unit Determination | 6.25.080 | None | City Council |
| Multifamily Dwelling Inspection and Maintenance Program | 6.30.170 | None | Building Board of Appeals |
| Plan Line Setback: Building Permit | 6.35.060 | None | Planning Commission |
| Signs | 6.40.270 | Planning Commission | City Council |
| Trees | 6.50.040<br>6.50.180 | None | City Council |
| Condominium Conversion | 6.55.210 | Planning Commission | City Council |
| Use Permit and Variances | 6.55.220<br>6.55.580<br>6.55.590 | Planning Commission | City Council |
| Special Events and | 6.55.230 | Planning Commission | City Council |

| Permit or Action Type | Reference Section | Intermediary Appeal Officer or Board | Final Appeal Officer or Board |
|---|---|---|---|
| Temporary Use Permit | | | |
| Hosted Rental Permit | 6.55.295 | None | Planning Commission |
| Cannabis Use Permit | 6.55.770 | None | City Council |
| Floodplain Management | 6.65.160 | None | City Council |
| Mobile Vending Location | 6.70.060 | Planning Commission | City Council |
| Wireless Facility Permits | 6.75.040<br>6.75.080 | Planning Commission | City Council |
| Urban Runoff and Storm Water Quality Violations | 7.15.180 | Public Works Director | City Council |
| Grading, Erosion, and Sediment Control Decisions | 7.20.260 | None | Public Works Director |

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**12

**Agenda Item:** Fiscal Year 2025-2026 Mid-Year Budget Review, Amendments to the Allocated Permanent Position Listing, and Five-Year Financial Plan Update

**Executive Summary:** The annual mid-year budget review is an essential element in maintaining the City's financial stability. It provides the City Council an opportunity to review the General Fund and other funds' budget status, adjust amounts in order to achieve a more accurate budget for the current fiscal year and help shape the development of next year's budget. The Five-Year Financial Plan update provides a forecast of revenues and expenditures for the General Fund over the five-year period for fiscal years 2026-2027 through 2030-2031. The Five-Year Financial Plan provides a multi-year view of the financial picture and allows for strategic discussions and planning needed to balance the General Fund budget and address City Council updated Strategic Plan 2025-2030 ensuring the City's financial sustainability in providing the community with core services, infrastructure and facilities improvements.

**Requested Action / Suggested Motions:** Pass a Resolution approving FY 2025-2026 Mid-Year Budget Adjustments, Amendments to the Allocated Permanent Positions Listing for Changes Made during Mid-Year and Corresponding Salary Tables.

**Responsible Staff Member:** Olga Tikhomirova, Director of Finance and Hilary Roverud, Interim City Manager

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

**Attachments:**

01-Staff Report Mid Year Budget 5yr Plan Mar 2026 rv.docx
02-Resolution Mid-year Budget 2025-2026.docx
03-Position Allocation 25-26 Mar 2026 (Exh. A to Reso).pdf
04-Slry Tbls for Reso eff 3.28.2026 (Exh. B to Reso).pdf
05-5yr Financial Plan & Assumptions March 2026.pdf
06-General Fund Undesignated Fund Balance Activity Mar 2026.pdf
07-Strategic Plan Status Update March 2026
08-Public Works Remaining Workplan FY25-26

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

## Meeting Date: March 24, 2026

**Title: FY 2025-2026 Mid-Year Budget Review and Five-Year Financial Plan Update**

**Location:** All Departments

**Responsible Staff Members:** Hilary Roverud, Interim City Manager
Olga Tikhomirova, Director of Finance

**Background:** The annual mid-year budget review is an important tool for maintaining the City's financial stability. It provides the City Council with an opportunity to review the City's fiscal condition and consider recommended budget amendments based on operational needs, unanticipated developments, and the City Council's priorities for the current fiscal year. The mid-year review also helps inform the development of the following year's budget. The recommended amendments support the goals and initiatives outlined in the City's 2025-2030 Strategic Plan, adopted by the City Council on May 6, 2025.

In accordance with recommendations from financial experts and the Governmental Accounting Standards Board (GASB) on the importance for public agencies to conduct long-term financial planning, the City has been producing a Five-Year Financial Forecast annually since 2011. This forecast provides the public and City Council with critical information to guide financial and policy decisions.

When preparing the financial forecast, the City considers a variety of economic indicators to estimate revenues and expenditures over the five-year period. This multi-year analysis allows for strategic discussions and planning, ensuring the City's long-term financial stability. Financial stability enables the City to provide core services, improve infrastructure and facilities, and address the City Council's strategic priorities.

**Issue and Discussion:** The City's FY 2025-2026 (FY 2026) budget reflects a positive but cautious outlook. Overall, current-year operating revenues are projected to remain largely flat compared to the adopted budget, with modest increases anticipated in several non-major revenue sources and Property Tax. Sales Tax and Transient Occupancy Tax projections remain largely unchanged. Additional expenditure allocations are recommended for City services, capital projects, and implementation of City Council Strategic Priorities.

### Mid-Year Budget Review

The current General Fund budget, after incorporating carry-forward appropriations, grants roll-forward true-ups, and other adjustments approved by the City Council since the budget adoption (Attachment 06), reflect the use of $1,103,350 from General Fund undesignated excess reserves. The primary contributor to this net use of reserves is the carry-forward appropriations from FY 2025 approved by the City Council on October 21, 2025, for projects and purchases that were not completed in the prior fiscal year.

As part of the FY 2026 budget adoption presentation, the undesignated excess reserve was conservatively estimated at $1.6 million as of September 30, 2025. This estimate was later revised to approximately $4.1 million, as described in the FY 2026 budget document (p. 25). The actual excess reserve ultimately totaled $6.6 million. The increase in the final excess reserve balance resulted from expenditure savings of approximately $2.4 million (3.5%) and revenues exceeding projections by approximately $3.6 million (5.6%). The higher-than-anticipated reserve balance provides additional flexibility to address critical capital needs in accordance with the City's committed reserve policy, which prioritizes the use of excess reserves for capital projects or other appropriations authorized by the City Council.

After accounting for carry-forward appropriations and other adjustments approved since adoption of the FY 2026 budget, approximately $5.5 million remains available for allocation at the City Council's discretion. The proposed mid-year budget adjustments recommend allocating $4,062,393 of this amount to address critical capital and operating needs.

## General Fund Revenue Adjustments

The recommended revenue adjustments for the General Fund total $1,561,474 and include the following:

- Property Tax Revenue: +$358,000 based on the first of two installments of property tax revenues received from El Dorado County. The City participates in the County's Teeter plan, which requires the County to distribute the City's full share of property tax based on current assessed values, regardless of actual collections. The County retains all interest and penalties resulting from delinquent tax payments.
- Transient Occupancy Tax (TOT): +$160,000 based on year-to-date performance and prior year actual results. The increase is primarily attributable to Redevelopment Area hotels. Through December occupancy, TOT revenue collection is 5.6% lower citywide compared to the prior year.
- Property Tax in Lieu of MVLF: +$105,000 based on current year actuals.
- Motor Vehicle In Lieu Tax: +$33,000 based on current year actuals.
- Parking Citation Revenue: -$300,000 based on prior year actuals and current year revenues to date.
- Water Franchise Fees: +$16,000 based on actual receipts in FY 2025.
- Miscellaneous Revenue Adjustments (net): +$111,306 reflecting several smaller revenue sources, including EV charging stations, golf course revenues, campground revenues, rebates, contractual reimbursements, real property transfer tax, and Mello Roos Tax, based on FY 2025 or current FY 2026 receipts.
- Transfer in from Recreation Center Capital Project: +$896,763 to return funding previously allocated from the General Fund as part of the Recreation Center Phase 2 budget reconciliation upon award of the Roebbelen construction contract. Funding is available from interest earnings in the bonds proceeds project account and is being transferred to the CIP account for use on the Roebbelen contract.
- Transfer in from Measure S Sales tax: +$127,720 to reimburse the General Fund for the actual FY 2025 cost of seven firefighters previously partially funded by the SAFER grant thru 2022.
- Transfer in from other Capital Project accounts: +$21,185 to close out completed capital projects, including Public Works relocation to 1740 D Street, software upgrade, and other projects.

- Transfer in from Stormwater fund: +$30,000 for Chipper Program equipment charges.
- Transfer in from Opioid Abatement fund: +$2,500 to reimburse the General Fund for staff time.

## General Fund Expenditure Adjustments

Operational adjustments reflect updated departmental needs, cost reallocations, and interfund transfers necessary to support ongoing City operations.

The recommended expenditure adjustments for the General Fund total $5,623,867 and include the following categories and items:

**Personnel Needs**:

- +$204,470 for two new full-time Police Officer positions for a portion of FY 2026, as approved by the City Council at the February 24, 2026 meeting, to support the Boat Patrol program.
- +$75,000 for additional temporary and seasonal staffing in the Parks and Recreation, Public Works, and Police Departments.
- +$11,588 for increases to Police Department overtime, position reclassifications in the City Manager's Office and Finance Department, and vacation payouts across multiple departments, partially offset by reductions in health insurance benefit costs, as previously presented to the City Council on September 22, 2025.
- +$229,718 for an increase in the CalPERS Unfunded Accrued Liability (UAL) prepayment, based on the June 30, 2024 actuarial valuation reports received in August 2025. These reports incorporate demographic data and financial information through June 30, 2024, including the FY 2024 investment return of 9.3%. While this return exceeded the 6.8% target (the discount rate) required to maintain the plan's funded status and prevent additional increases to the UAL, it does not immediately reduce the City's FY 2026 UAL payment due to the ramp-up methodology used by CalPERS. Positive investment performance from FY 2024 and FY 2025 (11.6%) will be phased into future rates over the next two decades.

**Operational Needs:**

- +$191,723 (net) for operational needs in the City Clerk, City Attorney, City Manager's Office, and Finance Department (including IT). These costs include travel and training, implementation of the 311 citizen request platform, GovAI services, a new access control system at 1700 D Street, city manager recruitment consulting services, IT software subscription renewals, HR-related contracts and other operational expenses.
- +$114,000 for Police Department needs, including communications costs, ammunition, utility cost, and replacement of ballistic vests.
- +$25,008 (net) for Fire Department needs, including mobile radios, equipment purchases and replacement of fire station mattresses.
- -$67,000 (net) for Public Works Department needs, including truck rental and software upgrades, offset by cost savings from the City Engineer contract.
- +$220,476 for Parks and Recreation needs, including travel and training, equipment replacement, materials for the turf elimination project, budget reallocation for golf and parks division equipment previously allocated in the Vehicle Replacement Fund in the adopted budget, cleaning supplies for the new Recreation Center, increased electricity costs, and limited maintenance of the existing Recreation Center.

- +$904,470 in various Transfers Out, including:
    - transfer out to the Debt Service Fund to address a funding shortfall in the adopted budget;
    - transfer out to the Health Insurance fund due to additional expenditure accruals recognized in FY 2025 in accordance with accounting rules;
    - transfer out to the Ice Arena Fund to reimburse additional costs incurred in FY 2025; and
    - transfer out to the AB 939 Fund and the Vehicle Replacement Fund for vehicle purchases, including replacement of a destroyed trash compactor truck (largely funded through insurance reimbursement), a liftgate for the new Recreation maintenance team, and two trucks for the Parks division to replace vehicles that are no longer operable.

**Capital Needs:**

**Capital Improvement Program (CIP) Requests** total $3,714,414 in Transfers Out**:**

- +$250,000 for Eloise Street road maintenance to address maintenance previously requested by the City Council.
- +$300,000 for the Upper Truckee River Bridget Protection project.
- +$1,000,000 for the El Dorado Beach Project to fund Phase 2 design and a portion of construction costs.
- +$194,414 for the Upper Bijou Park Creek Project to prepare separate construction drawings for the remaining six subprojects.
- +$800,000 for the James-Eloise Drainage Project to replace a failing storm drain.
- +$400,000 for the Drainage Master Plan Update Project.
- +$75,000 for the Citywide Energy Upgrade project to extend construction management services contract.
- +$450,000 for Phase 2 of the Tahoe Valley Stormwater and Greenbelt Project to fund a previously unfunded lighting system component.
- +$100,000 for Boat Ramp replacement.
- +$145,000 for multiple facility improvements, including Carpenter Shop safety upgrades, a secondary fire water connection (fire water tie-in) at the new Recreation Center, and water tower rehabilitation.

**Measure S Sales Tax General Fund Revenues and Expenditure Adjustments**

- +$1,000,00 –Transfer in from the Recreation Center Construction Project account to return funding previously allocated from the Measure S fund in FY 2023 as part of the Recreation Center Phase 2 budget reconciliation upon award of the Roebbelen construction contract. Funding is available from interest earning in the bonds proceeds project account and is being transferred to the CIP account for use on the Roebbelen contract.
- +$127,720 – Increase to the transfer out to the General Fund to reimburse additional FY 2025 costs for seven firefighters previously funded by the SAFER grant.

The projected fund balance in the Measure S Sales Tax fund at the end of FY 2026. after the proposed adjustments, is approximately $1.9 million. Staff is not recommending any additional appropriations from this balance at this time. The remaining balance is anticipated to support

future road rehabilitation allocations in FY 2027 and debt service for the Fire Station III construction bonds starting in FY 2027 or FY 2028.

## Non-General Fund Programs

Special Revenue Funds

- Various revenue and expense line items will be adjusted to reflect updated projections, utilization of available fund balances, General Fund contributions (as noted above), and transfers between funds for program cost reimbursements.

Capital Improvement Program (CIP)

- Various CIP revenues and expenses will be adjusted to reflect updated project funding. These projects are primarily funded through transfers from the General Fund, as described earlier in this report. Adjustments also include returning previously allocated funding to the General Fund, Measure S Sales Tax Fund, and Measure P TOT Fund due to project completion, return of funding, as well as reducing transfers-in where interest earnings in the bond proceeds project account held by the fiscal agent are sufficient to fund project costs.

Debt Service Funds

- Adjustments include reducing interest revenue as the 2023 bonds project account has been depleted for payments to Roebbelen and increasing transfer out to the Recreation Center Construction Project account using accumulated interest earnings from the bond proceeds project account.

Enterprise Funds

- The majority of the revenue adjustment reflects transfers between funds to correct an incorrect revenue allocation in FY 2025 within the Parking Garage Fund. The increase in expenditures is largely due to the addition of a new full-time Maintenance Technician position at the Airport, supported by excess operating revenues in that fund.

Internal Service Funds

- Adjustments include an increase in transfers in from the General Fund and a decrease in expenditures to account for additional expenditures recognized in FY 2025 related to the health insurance special assessment and corresponding adjustments in FY 2026.

## General Fund Five-Year Financial Plan

The Five-Year Financial Plan analyzes major known and projected fiscal conditions to support informed long-term planning and decision-making regarding operational and capital improvement resources. The Plan focuses on the City's General Fund and provides a forecast of revenues and expenditures for the five-year period from fiscal year 2026-2027 through 2030-2031.

Key highlights of this Five-Year Financial Plan update include:

- **Revenue Forecasting:** Revenue projections are based on prior year actuals, current economic trends, and available economic indicators.
    - Major City Revenues - Property Tax, Transient Occupancy Tax (TOT), and Sales Tax, are projected to grow at a modest rate of 1.25% to 3.0%. Property tax revenue grew by 3.2% in FY 2025, and TOT revenue increased 6.4% in FY 2025 compared to the prior year. However, this robust increase is not expected to continue based on current

economic indicators. TOT revenue remains highly variable and dependent on weather conditions, visitor demand, and broader economic factors. Early FY 2026 trends indicate fewer room nights and variable sales activity, partially due to the Beach Retreat hotel closure, suggesting slower growth in TOT and Sales Tax revenues in the coming year.

- Project Area TOT increased 3.4% in FY 2024 and 10.0% in FY 2025, largely due to the full reopening of the Margaritaville hotel following renovations. Similar to City TOT, this revenue is projected to grow at a modest rate of 1.25% annually over the next several years.
- The plan assumes that at least **$2.0 million** annually from the Measure S Sales Tax fund in FY 2026 and beyond will be used to support staffing costs for seven firefighters previously funded by the SAFER grant, 50% of the Fire Division Chief/Fire Marshal position, and 100% of one Police Lieutenant position. This amount is expected to increase to approximately $2.3m by FY 2031.
- **Parks and Recreation Revenues** are projected based on full operations beginning in FY 2027, supported in part by transfers from the Measure P TOT fund. These transfers are expected to help offset the net operating cost of the new Recreation Center and reduce the financial burden on the City's General Fund. However, this support is contingent on the availability of surplus Measure P TOT revenues and continued positive TOT trends. If these conditions do not occur, Measure P TOT revenues may not be available to support operations, and the City may need to cover the new Recreation Center operating deficit through the General Fund or other available funding sources.

- **Expenditures**:
  - The majority of personnel and operating expenditures are projected to increase between 2% and 3% annually.
  - Personnel expenditures reflect the impact of the fully implemented Classification & Compensation Study.
  - Projected personnel costs incorporate the addition of two new Police Officer positions for the Boat Patrol Program.
  - Unfunded Accrued Liability (UAL) cost projections are based on a 9.3% CalPERS investment return for the fiscal year ended June 30th, 2024.
  - The forecast assumes an annual prepayment of CalPERS UAL in July, which results in saving of over $100K annually.
  - All one-time large capital expenditures have been removed from the projections.
  - No significant funding is included for major capital expenditures such as road rehabilitation or vehicle replacement. However, the projections include $500K annually for deferred maintenance over the next five years and limited funding for the road rehabilitation program in the next two years. The majority of road rehabilitation funding is expected to come from the Measure S Sales Tax Fund.

As of September 30, 2025, the City's undesignated excess reserves totaled $6.6 million, excluding the required 25% reserve of $16.3 million for FY 2026 and the $2.0 million set-aside for anticipated future deficits (approved by City Council with the FY 2024 budget adoption). The FY 2026 amended budget uses $1.1 million of these reserves, reducing the available balance to $5.5 million prior to the proposed mid-year adjustments. Due to ongoing annual expenditure increases, an additional $680,000 will need to be added to the required 25% reserve for FY 2027. After the proposed mid-year adjustments of $4.1 million, the large majority of which are

for one-time expenditures, the City is projected to end FY 2026 with approximately $800K in undesignated excess reserves.

The table below presents a summary of the 2027-2031 General Fund Five-Year Financial Plan.

| General Fund Five-Year Plan Summary 2027 to 2031 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Actual | Actual | Budget before M-Y | Budget after M-Y | Projected | Projected | Projected | Projected | Projected |
| | 2023-2024 | 2024-2025 | 2025-2026 | 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 | 2029-2030 | 2030-2031 |
| Rev. | $62,404,855 | $66,002,167 | $67,210,442 | $68,771,916 | $67,933,786 | $69,025,218 | $70,196,911 | $71,735,930 | $73,108,295 |
| Exp. | $61,975,811 | $67,799,012 | $68,313,793 | $73,937,660 | $68,004,250 | $69,032,028 | $70,575,653 | $72,680,288 | $74,525,371 |
| Fund Balance Increase / (Usage) | $429,044 | ($1,796,845) | ($1,103,351) | ($5,165,744) | ($70,464) | ($6,810) | ($378,742) | ($944,358) | ($1,417,076) |

Preliminary estimates for FY 2027, which incorporate the assumptions previously listed in the Key Highlights section above, indicate that the General Fund is projected to have a small deficit in the upcoming fiscal year. Higher than anticipated revenue growth in FY 2025 largely eliminated the significant annual deficit that had previously been projected. Additionally, projected deficits in future years are eliminated through the supplementation of Measure P TOT funding for the new Recreation Center, totaling $500K annually. Without supplementation from this and other funds, the General Fund deficit over the next several years would have been approximately $700K.

Although revenues are expected to grow modestly, economic and political uncertainty may limit future revenue growth. As a result, the City will need to carefully monitor expenditures over the next several years, as projected deficits may increase and are anticipated to exceed $1 million in FY 2031. The $2.0 million previously set aside for anticipated future deficits is recommended to be retained for FY 2027 budget process. If these funds are not needed, they may be allocated to road rehabilitation or other pressing City needs in the adopted budget.

The Finance Department will begin the next fiscal year's budget process in April 2026.

### Measure S Sales Tax General Fund Five-Year Projections

Measure S sales tax is projected to generate $8.9 million on average annually for the next five years. The preliminary projected uses for FY 2027 include:

- **$2.0 million** for Fire Station II Staffing, 50% of the Fire Battalion Chief/Fire Marshal position, and 100% of the Police Lieutenant position.
- **$137,000** for city-wide sidewalk snow removal.
- **$5.1 million** for road rehabilitation, cape seal, and expanded in-house street maintenance and snow removal programs.
- **$0.4 million** for snow removal equipment debt service payments and extended warranty payments for the new communications system.
- **$2.2 million** is projected to be allocated for Fire Station III construction bond financing debt service in FY 2027 and in at least each of the subsequent five years.

Attachment 05 provides a detailed analysis of the primary General Fund revenues by type and expenditures by department, as well as Measure S Sales Tax general fund revenues and financing uses through FY 2031.

**Financial Implications:** The General Fund budget currently utilizes $1.1 million of the available $6.6 million in undesignated excess reserves for one-time expenditures. The recommended mid-year net budget appropriations of $4,062,393 will reduce the available undesignated reserves balance to approximately $1.5 million. The increase in the 25% mandatory reserve requirement will utilize an estimated additional $0.7 million, leaving a projected balance of approximately $0.8 million in excess reserves (differences are due to rounding).

Completion of the FY 2026 mid-year budget process will ensure continued operations through the end of the fiscal year and enable City staff to continue implementing the City Council's priorities.

In addition to the mid-year budget appropriations, the accompanying resolution amends the City's Allocated Position Listing by adding two new full-time equivalent (FTE) positions and approving salary schedules for one reclassified position. The fiscal impact of these actions is reflected in the proposed budget adjustments and the Five-Year plan.

The General Fund Five-Year Financial Plan update provides an analysis of the economic factors affecting the City's revenue base, the specific revenue sources available to the City, and the projected obligation known at the time of the plan update. Multi-year financial planning is required under the City's Financial Policies (Financial Planning) and serves as an essential tool for developing budget guidelines and evaluating the long-term fiscal impact of current-year decisions.

**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:** Compliance with City Financial Policies: Budget Management, Section E and Financial Planning, Section B.

# Resolution 2026-XXX

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

**March 24, 2026**

## Approving FY 2025-2026 Mid-Year Budget Adjustments and Amendments to the Allocated Permanent Position Listing for Changes Made During Mid-Year

**BACKGROUND**

A. The Mid-year budget review is recommended as part of the City's Financial Policies – Budget Management.

B. The City Council Priorities 2025-2030 include priorities and goals, some of which are included in the fiscal year 2025-2026 mid-year budget adjustments.

C. The City Council wishes to amend the 2025-2026 Fiscal Year Total Budget for funding of continued operations and one-time costs through the end of the fiscal year.

D. There are staffing level changes approved which will amend the allocated position listing as described below (mid-year amendments reflect partial year).

   a. Establish one (1) full-time Communications Manager position.
   b. Eliminate one (1) full-time Communications and Project Specialist position.
   c. Establish one (1) full-time Financial Services Manager position.
   d. Eliminate one (1) full-time Financial Services Supervisor position.
   e. Establish one (1) full-time Maintenance Technician I, II, III, IV, V position (Airport).
   f. Rename Associate Civil Engineer/Sr. Civil Engineer to Associate Engineer/Sr. Engineer (no change in total FTE).

E. The Interim City Manager and Director of Finance recommend the budget adjustments summarized on the next page.

| | | | Revenue | Expense | Net Change |
|---|---|---|---|---|---|
| | | | Increase/(Decrease) | (Increase)/Decrease | Revenue/(Expense) |
| | **General Fund:** | | | | |
| 100 | General Fund | * | $ 1,561,474 | $ (5,623,867) | $ (4,062,393) |
| 102 | General Fund - Measure S Sales Tax | | 1,000,000 | (127,720) | 872,280 |
| | **Total General Fund** | | $ 2,561,474 | $ (5,751,587) | $ (3,190,113) |
| | **Other Funds:** | | | | |
| 201 | Gas Tax | * | $ - | $ (30,673) | $ (30,673) |
| 207 | Snow Removal | * | - | (7,969) | (7,969) |
| 210 | Vehicle Replacement | | 142,470 | (142,470) | - |
| 211 | Police Vehicle Replacement | * | (60,000) | (85,000) | (145,000) |
| 218 | VHR Program | * | - | (256,485) | (256,485) |
| 220 | Measure P TOT | | - | 1,103,237 | 1,103,237 |
| 221 | Ice Arena | | 50,000 | - | 50,000 |
| 231 | AB 3229 COPS | | 120,000 | (120,000) | - |
| 232 | Safety Sales Tax (Prop 172) | | - | 60,000 | 60,000 |
| 237 | Boat Patrol - Grant | | 204,470 | (204,470) | - |
| 240 | AB 939 | * | 76,135 | (86,135) | (10,000) |
| 243 | Nuisance Abatement | * | - | (1,483) | (1,483) |
| 244 | Solid Waste | | 25,000 | - | 25,000 |
| 245 | Stormwater Management Program | * | - | (30,000) | (30,000) |
| 284 | Measure S City Maintenance | | 3,000 | - | 3,000 |
| 290 | Opioid Abatement Program | * | - | (2,500) | (2,500) |
| 301 | City CIP | * | 5,497,164 | (5,530,943) | (33,779) |
| 310 | Long Term Capital | | 145,000 | (145,000) | - |
| 401 | City Debt Service | * | (1,974,000) | (3,000,000) | (4,974,000) |
| 501 | Airport Enterprise Fund | * | 51,233 | (66,548) | (15,315) |
| 510 | Parking Bellamy Court | * | (40,000) | (153,000) | (193,000) |
| 520 | Parking Garage | | 173,000 | (15,000) | 158,000 |
| 550 | Transit Operations | * | - | (10,000) | (10,000) |
| 601 | Health Insurance | | 380,000 | 792,862 | 1,172,862 |
| | **Total Other Funds** | | $ 4,793,472 | $ (7,931,577) | $ (3,138,105) |
| | **Total All Funds** | | $ 7,354,946 | $ (13,683,164) | $ (6,328,218) |
| | * Fund Balance Available | | | | |

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

1. Adopts the 2025-2026 Fiscal year budget for the recommended adjustments listed above.
2. Adopts changes to the attached allocated position listing and the new salary table, attached hereto as Exhibits “A” and “B,” respectively.

Adopted by the City of South Lake Tahoe City Council on March 24, 2026, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

# Allocated Permanent Positions

| Department/Positions | | Authorized/ Appropriated Positions 24/25 Adopted | Authorized/ Appropriated Positions thru June'25 | Authorized/ Appropriated Positions 25/26 Adopted | Authorized/ Appropriated Positions thru Mar'26 | Authorized/ Frozen Positions 25/26 Budget |
|---|---|---|---|---|---|---|
| **CITY COUNCIL** | | | | | | |
| Council Member *(Elected)* | **Department Total** | **5.00** | **5.00** | **5.00** | **5.00** | **0.00** |
| **CITY CLERK** | | | | | | |
| City Clerk *(Elected)* | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Assistant City Clerk | | 1.00 | 1.00 | 1.00 | 1.00 | |
| | **Department Total** | **2.00** | **2.00** | **2.00** | **2.00** | **0.00** |
| **CITY TREASURER** | | | | | | |
| City Treasurer *(Elected)* | **Department Total** | **1.00** | **1.00** | **1.00** | **1.00** | **0.00** |
| **CITY MANAGER DEPARTMENT** | | | | | | |
| City Manager | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Assistant City Manager | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Communications and Project Specialist | | 1.00 | 1.00 | 1.00 | 0.50 | |
| Communications Manager | | 0.00 | 0.00 | 0.00 | 0.50 | |
| Data and Innovation Program Manager | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Sustainability Coordinator | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Transportation Manager | | 0.00 | 0.25 | 0.00 | 0.00 | |
| | | 5.00 | 5.25 | 5.00 | 5.00 | |
| **Human Resources** | | | | | | |
| Human Resources Manager | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Principal &/or H.R. Analyst | | 2.00 | 2.00 | 2.00 | 2.00 | |
| | Total | 3.00 | 3.00 | 3.00 | 3.00 | 0.00 |
| **Airport** | | | | | | |
| Airport Manager | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Airport Maintenance Supervisor | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Administrative Assistant I, II | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Maintenance Technician I, II, III, IV, V | | 1.00 | 1.00 | 1.00 | 1.50 | |
| | Total | 4.00 | 4.00 | 4.00 | 4.50 | 0.00 |
| | **Department Total** | **12.00** | **12.25** | **12.00** | **12.50** | **0.00** |
| **CITY ATTORNEY** | | | | | | |
| City Attorney | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Assistant City Attorney | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Risk Manager | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Paralegal | | 1.00 | 1.00 | 1.00 | 1.00 | |
| | **Department Total** | **4.00** | **4.00** | **4.00** | **4.00** | **0.00** |
| **FINANCE DEPARTMENT** | | | | | | |
| Director of Finance | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Administrative Assistant I, II | | 0.00 | 0.00 | 1.00 | 1.00 | |
| | Total | 1.00 | 1.00 | 2.00 | 2.00 | 0.00 |
| **Financial Services** | | | | | | |
| Financial Services Supervisor | | 1.00 | 1.00 | 1.00 | 0.50 | |
| Financial Services Manager | | 0.00 | 0.00 | 0.00 | 0.50 | |
| Accountant I, II | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Accountant I / Payroll Coordinator | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Accountant (Transit JPA) | | 0.00 | 0.25 | 0.00 | 0.00 | |
| Principal Management Analyst - Purchasing and Grants | | 1.00 | 1.00 | 1.00 | 1.00 | |
| | Total | 4.00 | 4.25 | 4.00 | 4.00 | 0.00 |
| **Revenue** | | | | | | |
| Accounting Technician I, II | | 2.00 | 2.00 | 2.00 | 2.00 | |
| Supervising Accounting Technician | | 1.00 | 0.00 | 0.00 | 0.00 | |
| Assistant Management Analyst | | 0.00 | 1.00 | 1.00 | 1.00 | |
| Accountant I/II | | 1.00 | 1.00 | 1.00 | 1.00 | |
| | Total | 4.00 | 4.00 | 4.00 | 4.00 | 0.00 |

# Allocated Permanent Positions

| Department/Positions | Authorized/ Appropriated Positions 24/25 Adopted | Authorized/ Appropriated Positions thru June'25 | Authorized/ Appropriated Positions 25/26 Adopted | Authorized/ Appropriated Positions thru Mar'26 | Authorized/ Frozen Positions 25/26 Budget |
|---|---|---|---|---|---|
| **FINANCE DEPARTMENT (continues)** | | | | | |
| **Information Systems** | | | | | |
| Information Systems Supervisor | 1.00 | 0.00 | 0.00 | 0.00 | |
| Information Systems Manager | 0.00 | 1.00 | 1.00 | 1.00 | |
| Network Systems Administrator | 1.00 | 1.00 | 0.00 | 0.00 | |
| IT Analyst / Sr. IT Analyst | 0.00 | 0.00 | 1.00 | 1.00 | |
| Information Systems Technician I, II | 1.00 | 1.00 | 2.00 | 2.00 | |
| Total | 3.00 | 3.00 | 4.00 | 4.00 | 0.00 |
| **Department Total** | **12.00** | **12.25** | **14.00** | **14.00** | **0.00** |
| **DEVELOPMENT SERVICES DEPARTMENT** | | | | | |
| Director of Development Services | 1.00 | 1.00 | 1.00 | 1.00 | |
| Administrative Clerk I, II | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 2.00 | 2.00 | 2.00 | 2.00 | 0.00 |
| **Planning** | | | | | |
| Planning Manager/Environmental Planner | 1.00 | 1.00 | 1.00 | 1.00 | |
| Associate Planner, Assistant Planner | 2.00 | 2.00 | 2.00 | 2.00 | |
| Sr. Planner | 1.00 | 1.00 | 1.00 | 1.00 | |
| Development Services Technician | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 |
| Total | 4.00 | 4.00 | 4.00 | 4.00 | 1.00 |
| **Housing** | | | | | |
| Housing Manager | 1.00 | 1.00 | 1.00 | 1.00 | |
| Associate Planner, Assistant Planner- Housing | 1.00 | 1.00 | 1.00 | 1.00 | |
| Associate Management Analyst | 1.00 | 1.00 | 1.00 | 1.00 | |
| Program Coordinator | 1.00 | 1.00 | 1.00 | 1.00 | |
| | 4.00 | 4.00 | 4.00 | 4.00 | 0.00 |
| **Building and Safety** | | | | | |
| Building Official | 1.00 | 1.00 | 1.00 | 1.00 | |
| Pr Bldg & Sr Bldg Inspector, Bldg Inspector, Hsng Insp. | 4.00 | 4.00 | 3.00 | 3.00 | |
| Sr. Permit Center Technician, Permit Center Technician | 2.00 | 2.00 | 2.00 | 2.00 | |
| Total | 7.00 | 7.00 | 6.00 | 6.00 | 0.00 |
| **Department Total** | **17.00** | **17.00** | **16.00** | **16.00** | **1.00** |
| **PUBLIC WORKS DEPARTMENT** | | | | | |
| Director of Public Works | 1.00 | 1.00 | 1.00 | 1.00 | |
| Capital Program and Facilities Program Manager | 1.00 | 1.00 | 1.00 | 1.00 | |
| Office Manager | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 3.00 | 3.00 | 3.00 | 3.00 | 0.00 |
| **Engineering** | | | | | |
| Complete Streets Program Manager | 1.00 | 0.50 | 0.00 | 0.00 | |
| Associate Civil Engineer, Associate Architect | 4.00 | 4.00 | 0.00 | 0.00 | |
| Associate Civil Engineer, Sr. Civil Engineer | 0.00 | 0.00 | 2.00 | 0.00 | |
| Associate Engineer, Sr. Engineer | 0.00 | 0.00 | 0.00 | 2.00 | |
| Associate Planner, Assistant Planner (Transportation) | 0.00 | 0.50 | 1.00 | 1.00 | |
| Engineering Technician I, II | 1.00 | 1.50 | 2.00 | 2.00 | |
| Engineering Project Manager | 0.00 | 0.00 | 2.00 | 2.00 | |
| Total | 6.00 | 6.50 | 7.00 | 7.00 | 0.00 |
| **Maintenance Operations / Snow Removal** | | | | | |
| Maintenance Manager | 2.17 | 2.17 | 2.00 | 2.00 | |
| Lead Maintenance Technician | 3.00 | 3.00 | 3.00 | 3.00 | |
| Maintenance Technician I, II, III, IV, V | 15.00 | 15.00 | 15.00 | 15.00 | |
| Total | 20.17 | 20.17 | 20.00 | 20.00 | 0.00 |
| **Fleet Maintenance** | | | | | |
| Maintenance Manager - Fleet | 1.00 | 1.00 | 1.00 | 1.00 | |
| Equipment Mechanic I, II, III | 6.00 | 6.00 | 6.00 | 6.00 | |
| Fleet Control Specialist | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 8.00 | 8.00 | 8.00 | 8.00 | 0.00 |
| **Department Total** | **37.17** | **37.67** | **38.00** | **38.00** | **0.00** |

# Allocated Permanent Positions

| Department/Positions | Authorized/ Appropriated Positions 24/25 Adopted | Authorized/ Appropriated Positions thru June'25 | Authorized/ Appropriated Positions 25/26 Adopted | Authorized/ Appropriated Positions thru Mar'26 | Authorized/ Frozen Positions 25/26 Budget |
|---|---|---|---|---|---|
| **PARKS AND RECREATION DEPARTMENT** | | | | | |
| Director of Parks and Recreation | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 1.00 | 1.00 | 1.00 | 1.00 | |
| **Recreation** | | | | | |
| Administrative Assistant I, II | 1.00 | 1.00 | 1.00 | 1.00 | |
| Recreation Manager | 1.00 | 1.00 | 1.00 | 1.00 | |
| Maintenance Manager - Recreation | 1.00 | 1.00 | 1.00 | 1.00 | |
| Maintenance Technicians I, II, III, IV,V | 0.00 | 0.00 | 2.00 | 2.00 | |
| Recreation Supervisor - Acquatics | 0.00 | 0.42 | 1.00 | 1.00 | |
| Recreation Supervisor - Programs | 0.00 | 0.00 | 1.00 | 1.00 | |
| Events Coordinator | 1.00 | 0.50 | 0.00 | 0.00 | |
| Marketing and Events Coordinator | 0.00 | 0.50 | 1.00 | 1.00 | |
| Recreation Program Coordinator | 1.00 | 1.00 | 1.00 | 1.00 | |
| Head Pool Lifeguard | 1.00 | 1.42 | 2.00 | 2.00 | |
| Total | 6.00 | 6.84 | 11.00 | 11.00 | |
| **Parks** | | | | | |
| Maintenance Manager - Parks | 1.00 | 1.00 | 1.00 | 1.00 | |
| Lead Maintenance Technician | 1.00 | 1.00 | 1.00 | 1.00 | |
| Maintenance Technicians I, II, III, IV,V | 7.00 | 7.00 | 7.00 | 7.00 | |
| Total | 9.00 | 9.00 | 9.00 | 9.00 | |
| **Department Total** | **16.00** | **16.84** | **21.00** | **21.00** | **0.00** |
| **FIRE DEPARTMENT** | | | | | |
| Fire Chief | 1.00 | 1.00 | 1.00 | 1.00 | |
| Fire Division Chief (Grant Funded) | 1.00 | 1.00 | 1.00 | 1.00 | |
| Fire Deputy Chief | 0.00 | 0.00 | 1.00 | 1.00 | |
| Fire Marshall | 1.00 | 1.00 | 0.00 | 0.00 | |
| Fire Battalion Chief | 3.00 | 3.00 | 3.00 | 3.00 | |
| Fire Captain | 9.00 | 9.00 | 9.00 | 9.00 | |
| Fire Engineer | 9.00 | 9.00 | 9.00 | 9.00 | |
| Firefighter, Paramedic | 9.00 | 9.00 | 9.00 | 9.00 | |
| Firefighter, Paramedic (Meas. S, prev. SAFER Grant) | 7.00 | 7.00 | 7.00 | 7.00 | |
| Fire Safety Inspector I, II | 1.00 | 1.00 | 1.00 | 1.00 | |
| Executive Assistant to the Fire Chief | 1.00 | 1.00 | 1.00 | 1.00 | |
| **Department Total** | **42.00** | **42.00** | **42.00** | **42.00** | **0.00** |
| **POLICE DEPARTMENT** | | | | | |
| Chief of Police | 1.00 | 1.00 | 1.00 | 1.00 | |
| Police Lieutenant | 3.00 | 3.00 | 3.00 | 3.00 | |
| Police Sergeant | 6.00 | 6.00 | 6.00 | 6.00 | |
| Police Officer | 31.00 | 31.10 | 31.00 | 32.00 | |
| Police Officer (cannabis) | 1.00 | 1.00 | 1.00 | 1.00 | |
| Public Safety Dispatch Supervisor | 1.00 | 1.00 | 1.00 | 1.00 | |
| Police Records Supervisor | 1.00 | 1.00 | 1.00 | 1.00 | |
| Community Service Officer Supervisor | 1.00 | 1.33 | 2.00 | 2.00 | |
| Public Safety Dispatcher | 9.00 | 9.00 | 9.00 | 9.00 | |
| Senior Police Records Tech, Police Record Tech | 2.00 | 2.00 | 2.00 | 2.00 | |
| Administrative Assistant I | 1.00 | 1.00 | 1.00 | 1.00 | |
| Senior Evidence/Prop Tech, Evidence/Prop Tech | 2.00 | 2.00 | 2.00 | 2.00 | |
| Sr Community Svcs Officer, Community Svcs Officer | 4.00 | 5.67 | 8.00 | 8.00 | |
| Parking Ambassador | 4.00 | 4.00 | 4.00 | 4.00 | |
| Code Compliance Investigator | 1.00 | 1.00 | 1.00 | 1.00 | |
| Administrative Assistant II | 1.00 | 1.00 | 1.00 | 1.00 | |
| **Department Total** | **69.00** | **71.10** | **74.00** | **75.00** | **0.00** |
| **Total City Employees** | **217.17** | **221.11** | **229.00** | **230.50** | **1.00** |

**City of South Lake Tahoe**
**Salary Table Updates**
**Effective 3/28/2026**
**Approved by City Council 3/24/2026**

**1435 COMMUNICATIONS MANAGER**

| Index Key Value | Hourly | Monthly |
|---|---|---|
| 1401/1451/01 | 47.91946 | 8,306 |
| 1401/1451/02 | 50.31544 | 8,721 |
| 1401/1451/03 | 52.83120 | 9,157 |
| 1401/1451/04 | 55.47276 | 9,615 |
| 1401/1451/05 | 58.24640 | 10,096 |

# CITY OF SOUTH LAKE TAHOE
# GENERAL FUND FIVE-YEAR FINANCIAL PLAN
## Fiscal Years 2027 to 2031

| | Actual | Actual | Budget | Budget MY | Forecast | Forecast | Forecast | Forecast | Forecast |
|---|---|---|---|---|---|---|---|---|---|
| **REVENUES BY TYPE** | **2023-2024** | **2024-2025** | **2025-2026** | **2025-2026** | **2026-2027** | **2027-2028** | **2028-2029** | **2029-2030** | **2030-2031** |
| Prop Tax | 11,384,911 | 11,752,391 | 12,322,000 | 12,680,000 | 13,060,400 | 13,452,212 | 13,855,778 | 14,271,452 | 14,699,595 |
| Transient Occupancy Tax (TOT) | 10,641,698 | 11,327,309 | 11,787,563 | 11,847,563 | 12,390,514 | 12,638,325 | 12,796,304 | 12,956,257 | 13,118,211 |
| Sales Tax | 7,101,512 | 7,581,798 | 7,737,140 | 7,737,140 | 7,951,284 | 8,050,675 | 8,151,308 | 8,253,200 | 8,356,365 |
| Transfers IN | 3,203,557 | 2,693,268 | 4,584,261 | 5,662,429 | 3,988,869 | 3,925,341 | 3,966,265 | 3,945,120 | 4,027,137 |
| Vehicle License Fee | 2,969,117 | 3,141,507 | 3,133,000 | 3,271,000 | 3,369,130 | 3,470,204 | 3,574,310 | 3,681,539 | 3,791,985 |
| Measure Q | 3,972,886 | 4,147,122 | 4,191,000 | 4,191,000 | 4,307,000 | 4,360,838 | 4,415,348 | 4,470,540 | 4,526,422 |
| Parks & Recreation Revenue | 1,059,366 | 993,826 | 1,666,097 | 1,651,097 | 2,066,097 | 2,128,080 | 2,191,922 | 2,257,680 | 2,325,410 |
| Project Area TOT | 7,513,043 | 8,264,006 | 7,900,000 | 8,000,000 | 8,240,000 | 8,404,800 | 8,509,860 | 8,616,233 | 8,723,936 |
| Other Revenue | 3,473,825 | 5,376,067 | 3,029,517 | 3,110,823 | 2,529,517 | 2,329,517 | 2,229,517 | 2,529,517 | 2,529,517 |
| Police Revenue | 2,698,593 | 2,551,756 | 2,749,364 | 2,494,364 | 2,569,195 | 2,646,271 | 2,725,659 | 2,807,429 | 2,891,652 |
| Franchise Fees | 2,214,663 | 2,231,402 | 2,360,000 | 2,376,000 | 2,447,280 | 2,520,698 | 2,596,319 | 2,674,209 | 2,754,435 |
| Business License Tax | 2,373,475 | 2,428,266 | 2,358,930 | 2,358,930 | 2,429,698 | 2,502,589 | 2,577,667 | 2,654,996 | 2,734,646 |
| Public Services Revenue | 3,167,262 | 2,666,821 | 2,286,450 | 2,286,450 | 2,291,450 | 2,296,450 | 2,301,450 | 2,306,450 | 2,311,450 |
| Fire Revenue | 630,949 | 846,628 | 1,105,120 | 1,105,120 | 293,352 | 299,219 | 305,203 | 311,307 | 317,534 |
| **Total Revenues** | **$ 62,404,855** | **$ 66,002,167** | **$ 67,210,442** | **$ 68,771,916** | **$ 67,933,786** | **$ 69,025,218** | **$ 70,196,911** | **$ 71,735,930** | **$ 73,108,295** |
| **EXPENDITURES BY DEPT** | | | | | | | | s | s |
| Police | $ 14,508,708 | $ 17,557,103 | $ 16,379,626 | $ 16,825,025 | $ 16,728,021 | $ 17,277,009 | $ 17,620,502 | $ 17,962,397 | $ 18,355,111 |
| Fire | 11,044,043 | 11,779,840 | 13,163,571 | 13,236,560 | 12,725,033 | 13,138,780 | 13,395,831 | 13,652,309 | 13,948,009 |
| General Fund Transfers OUT | 7,844,510 | 7,955,560 | 4,523,112 | 9,020,466 | 3,517,940 | 3,767,887 | 3,316,011 | 3,500,364 | 3,555,996 |
| General Fund Transfer OUT - Debt Service | 3,537,610 | 3,225,375 | 3,387,775 | 3,713,775 | 2,556,754 | 945,478 | 997,735 | 953,047 | 915,663 |
| Parks and Recreation | 4,435,057 | 5,248,958 | 6,525,685 | 6,756,161 | 7,389,622 | 8,071,097 | 8,778,786 | 9,504,090 | 10,247,463 |
| General Government | 5,167,964 | 6,189,271 | 7,275,821 | 7,413,878 | 7,575,169 | 7,731,227 | 7,931,799 | 8,137,760 | 8,349,260 |
| Finance | 3,020,976 | 3,471,520 | 3,627,604 | 3,774,260 | 3,861,216 | 3,942,455 | 4,039,994 | 4,140,046 | 4,242,676 |
| Miscellaneous General Fund | 5,456,227 | 5,305,552 | 4,915,305 | 4,814,241 | 4,940,290 | 5,265,074 | 5,384,041 | 5,495,833 | 5,347,550 |
| Development Services | 1,963,179 | 1,876,796 | 2,100,261 | 2,100,261 | 2,147,762 | 2,192,640 | 2,243,550 | 2,295,690 | 2,349,090 |
| Public Works/Engineering | 4,997,536 | 5,189,037 | 6,415,033 | 6,283,033 | 6,562,444 | 6,700,381 | 6,867,402 | 7,038,754 | 7,214,553 |
| **Total Expenses** | **$ 61,975,811** | **$ 67,799,012** | **$ 68,313,793** | **$ 73,937,660** | **$ 68,004,250** | **$ 69,032,028** | **$ 70,575,653** | **$ 72,680,288** | **$ 74,525,371** |
| **Increase to / (Use of) Fund Balance** | **$ 429,044** | **$ (1,796,845)** | **$ (1,103,351)** | **$ (5,165,744)** | **$ (70,464)** | **$ (6,810)** | **$ (378,742)** | **$ (944,358)** | **$ (1,417,076)** |

# MEASURE S SALES TAX GENERAL FUND FIVE-YEAR FINANCIAL PLAN

## Fiscal Years 2027 to 2031

| | Actual | Actual | Budget w/M-Y | Forecast | Forecast | Forecast | Forecast | Forecast |
|---|---|---|---|---|---|---|---|---|
| **REVENUES** | **2023-2024** | **2024-2025** | **2025-2026** | **2026-2027** | **2027-2028** | **2028-2029** | **2029-2030** | **2030-2031** |
| Measure S Sales Tax | 7,933,783 | 8,294,649 | 8,382,000 | 8,614,000 | 8,721,675 | 8,830,696 | 8,941,080 | 9,052,843 |
| Interest Revenue | 46,023 | 56,884 | 46,000 | 40,000 | 30,000 | 40,000 | 40,000 | 10,000 |
| Transfer - in | 9,506 | - | 1,000,000 | - | - | - | - | - |
| **REVENUES TOTAL** | **$ 7,989,312** | **$ 8,351,533** | **$ 9,428,000** | **$ 8,654,000** | **$ 8,751,675** | **$ 8,870,696** | **$ 8,981,080** | **$ 9,062,843** |
| **EXPENDITURES / FINANCING USES** | | | | | | | | |
| Technical Services | 6,413 | 600 | 10,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| Transfer out for: | | | | | | | | |
| PAYGO - Communications System | - | - | - | 47,410 | 47,410 | 47,410 | 47,410 | 47,410 |
| Financing - Communications System | 554,643 | 554,643 | - | - | - | - | - | - |
| Financing - Snow Removal Equipment | 602,721 | 602,721 | 778,934 | 352,425 | 352,425 | 352,425 | 352,425 | 176,213 |
| Financing - Fire Station 3 bonds | - | - | - | 2,200,000 | 2,200,000 | 2,200,000 | 2,200,000 | 2,200,000 |
| Fire Station III Rehabilitation | 800,000 | 500,000 | - | - | - | - | - | - |
| Fire Station II Staffing | 1,326,619 | 1,200,078 | 1,315,720 | 1,420,978 | 1,477,817 | 1,536,929 | 1,598,407 | 1,662,343 |
| BC/Fire Marshall (vehicle, 50% funded position) | 120,107 | 144,000 | 198,500 | 206,440 | 214,698 | 223,286 | 232,217 | 241,506 |
| Police Lieutenant (100% funded) | 309,124 | 303,208 | 326,050 | 339,092 | 352,656 | 366,762 | 366,762 | 366,762 |
| Police Officer (partial year, if grant not renewed) | - | - | - | - | - | - | - | - |
| Police Safety Equipment | - | - | - | - | - | - | - | - |
| Stormwater Management Program and Project | 136,054 | 99,352 | - | - | - | - | - | - |
| South Shore Fuel Reduction Program | 37,844 | - | - | - | - | - | - | - |
| Road Reconstruction & StormWater Projects | 3,380,000 | 4,097,000 | 3,500,000 | 3,500,000 | 3,000,000 | 3,000,000 | 3,000,000 | 3,000,000 |
| Sidewalk snow removal | 126,000 | 161,234 | 132,635 | 136,614 | 140,712 | 144,934 | 149,282 | 153,760 |
| Recreation Center Construction | - | - | - | - | - | - | - | - |
| Streets Maintenance (in-house) | - | 630,000 | 1,023,798 | 900,000 | 800,000 | 700,000 | 700,000 | 800,000 |
| Snow Removal (enhanced ops public streets) | - | 500,000 | 700,000 | 700,000 | 600,000 | 450,000 | 450,000 | 500,000 |
| Vehicle Replacement | 481,379 | 350,000 | - | - | - | - | - | - |
| Snow Removal Equipment Replacement | 1,197,000 | - | - | - | | - | - | - |
| **EXPENDITURES TOTAL** | **$ 9,077,904** | **$ 9,142,836** | **$ 7,985,637** | **$ 9,807,959** | **$ 9,190,717** | **$ 9,026,746** | **$ 9,101,502** | **$ 9,152,994** |
| **INCREASE TO / (USE OF) FUND BALANCE** | **$ (1,088,592)** | **$ (791,303)** | **$ 1,442,363** | **$ (1,153,959)** | **$ (439,042)** | **$ (156,050)** | **$ (120,423)** | **$ (90,151)** |
| **MEASURE S YEAR-END FUND BALANCE** | **$ 1,258,040** | **$ 466,738** | **$ 1,909,101** | **$ 755,142** | **$ 316,100** | **$ 160,050** | **$ 39,627** | **$ (50,523)** |

# FIVE-YEAR FINANCIAL PLAN: REVENUES AND EXPENDITURES ASSUMPTIONS

| MAJOR REVENUE ASSUMPTIONS | | | | | |
|---|---|---|---|---|---|
| | 2026-2027 | 2027-2028 | 2028-2029 | 2029-2030 | 2030-2031 |
| Property Tax | 3.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| T.O.T./Project Area T.O.T | 2.00% | 2.00% | 1.25% | 1.25% | 1.25% |
| Sales Tax/Measure Q/Measure S | 2.80% | 1.25% | 1.25% | 1.25% | 1.25% |
| Vehicle License Fee | 3.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| Franchise Fees | 3.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| Transfer-in from Measure S - funding for Fire and Police staffing (7 FFs, 50% of Fire Marshall/BC, 100% of Police Lt.) and Sidewalk Snow Removal | $2.0 million | $2.1 million | $2.2 million | $2.2 million | $2.3 million |
| Transfer-in from Measure P for the new Recreation Center Operations | - | $0.25 million | - | $0.25 million | - |

| MAJOR EXPENDITURE ASSUMPTIONS | | | | | |
|---|---|---|---|---|---|
| | 2026-2027 | 2027-2028 | 2028-2029 | 2029-2030 | 2030-2031 |
| Salaries | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% |
| Health | 5.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| Pension | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% |
| Pension (UAL) per CalPERS actuarial estimates; assumes prepayment | $9,495,059 | $10,281,718 | $10,406,538 | $10,506,201 | $10,375,575 |
| Road Repairs | $250K | $1.15 million | $200K | none | none |
| Transfers-out for other CIP Projects | none | none | none | none | none |
| Transfers-out for deferred maintenance | $200K | $280K | $200K | $200K | $200K |
| Transfer-out to Vehicle and Equipment Replacement | none | none | none | none | none |
| Other Personnel Expenditures | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% |
| Other Operating Expenditures | 2.00% | 2.00% | 3.00% | 3.00% | 3.00% |
| Contractual Services | 2.00% | 2.00% | 3.00% | 3.00% | 3.00% |
| Capital Outlay | 2.00% | 2.00% | 3.00% | 3.00% | 3.00% |

# CITY OF SOUTH LAKE TAHOE
# GENERAL FUND - UNDESIGNATED FUND BALANCE ACTIVITY THROUGH 3/10/2026

| | | |
|---|---|---|
| **Beginning Fund Balance @ 10/01/2025** | | **$ 34,042,091** |
| **Less: Unspendable amounts at the beginning of the fiscal year** | | |
| Non-Spendable (advances, encumbrances, prepaids, inventories, committed) | | (7,649,328) |
| Restricted - General Liability Claims | | (500,000) |
| 25% Reserve | | (16,267,568) |
| Set-aside for projected budget deficit per Resolution 2023-077 | | (2,000,000) |
| Set-aside for Affordable Housing Project (Loan to Novin) per community survey | | (1,000,000) |
| **Available for 2025-2026 Expenditures** | | **$ 6,625,196** |
| **Activity during FY 2025-2026:** | | |
| Carryforward Encumbrances, net, ccm 10.21.25 | | (969,466) |
| GF grant funding roll forward true-up | | (98,884) |
| Various budget appropriations, ccm 01.13.26 | | (35,000) |
| **Net Usage Subtotal** | | (1,103,350) |
| **Remaining Available Fund Balance @ 03/10/2026** | | **5,521,846** |
| Mid-Year Budget Adjustments, ccm 3.24.2026 | | ($4,062,393) |
| **Remaining Available Fund Balance @ 03/24/2026** | | **$1,459,453** |
| Less: Increase to 25% Reserve for FY 2027 - 25% of $67.8m (FY27 budget per Mar'26 5yr plan) | | ($683,494) |
| **Projected Ending Fund Balance @09/30/2026** | | **$775,959** |

**STRATEGIC PLAN 2025-2030**
**TIMELINE**

| Strategic Priority & Action Item | Lead | 25/26 | 26/27 | 27/28 | 28/29 | 29/30 | Status |
|---|---|---|---|---|---|---|---|
| **1. Ability for everyone who works here to live here.** | | | | | | | |
| 1.1 Pro-actively work with current affordable housing developers and partner agencies to implement the Sugar Pine Village project. | DevServ | | | | | | On schedule - seeking funding |
| 1.2 Pro-actively work with an affordable housing developer and partner agencies to develop affordable and/or workforce housing at 3900 Lake Tahoe Blvd. | DevServ | | | | | | On schedule - seeking funding |
| 1.3 Continue to collaborate with Saint Joseph Community Land Trust and other organizations to increase capacity to address housing needs. | DevServ | | | | | | Ongoing |
| 1.4 Work with our business community to identify housing opportunities. | DevServ | | | | | | |
| 1.5 Seek AG opinion on TRPA land use authority through state legislature. | CAO | | | | | | |
| 1.6 Add “Rooted Renters" to "Lease to Locals" program. | DevServ | | | | | | |
| 1.7 Increase funding for "Lease to Locals" program. | DevServ | | | | | | |
| 1.8 Evaluate ability to reduce regulations for development and streamline approval process. | DevServ, CMO | | | | | | Implementing Concierge Service and educational outreach early |
| 1.9 Evaluate the feasibility of a citywide residential plan. | DevServ | | | | | | |
| 1.10 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project HomeKey. | DevServ | | | | | | CDBG grant closed out - CC 3/10/26 |
| 1.11 Identify and secure funding to develop a multi-family residential rehabilitation program. | DevServ, CMO | | | | | | |
| **2. Efficient Government** | | | | | | | |
| 2.1 Clarify roles and expectations of commissions. | Clerk, CMO | | | | | | CC discussed 1/13/26 - no changes |
| 2.2 Perform a Worker Safety Rsk Analysis. | CAO | | | | | | |
| 2.3 Complete geothermal feasibility study. | PW | | | | | | |
| 2.4 Consider development of a legislative agenda in coordination with Cal Citiies. | CMO, CAO | | | | | | |
| 2.5 Determine next steps for City's annexation initiatives. | CMO, CAO | | | | | | LAFCO approved cleanup 3/26/25. CC discussed Hevenly 11/4/26 - annexation tabled until CC makes request |
| 2.6 Evaluate impact of regulatory system at local, regional, and state levels. | CMO, CAO | | | | | | |
| 2.7 Allow the deployment of new technology that is scientifically safe. | DevServ | | | | | | Ongoing |
| 2.8 Evaluate appropriate systems and tools for processes and communication that are cyber-safe (i.e. website, AI framework, scheduling system). | CMO, Finance | | | | | | Ongoing. Website updated. AI policy approved by CC 2/10/26 |

**STRATEGIC PLAN 2025-2030**
**TIMELINE**

| Strategic Priority & Action Item | Lead | 25/26 | 26/27 | 27/28 | 28/29 | 29/30 | Status |
|---|---|---|---|---|---|---|---|
| **3. Ensure public safety** | | | | | | | |
| 3.1 Evaluate bait theft prevention systems. | Police | | | | | | |
| 3.2 Seek grants and support legislative policy for Wildland Urban Interface, defensible space, and home hardening funding. | Fire | | | | | | On schedule |
| 3.3 Advocate with our legislature to get more funds for fire prevention and fuel reduction for the United States Forest Service (USFS) and California Tahoe Conservancy (CTC). | CMO, Fire | | | | | | On schedule |
| 3.4 Continue to modernize our wildfire preparedness and emergency evacuation plan in coordination with neighboring jurisdictions. | Fire | | | | | | Ongoing |
| **4. Grow and diversify the economy.** | | | | | | | |
| 4.1 Identify viable second economies. | CMO | | | | | | On schedule |
| 4.2 Create Economic Development Advisory Committee to focus on local business retention and expansion programs as well as other potential economic development initiatives. | CMO | | | | | | On schedule |
| 4.3 Strive to develop 51 events per year in coordination with partners. | Parks&Rec | | | | | | On schedule |
| 4.4 Support Lake Tahoe Community Colleges (LTCC) to identify appropriate workforce development programs (i.e. nursing school, paramedic school, etc.) | CMO | | | | | | |
| 4.5 Evaluate cannabis tax and mitigation fee structure. | CMO, Finance | | | | | | CC reduced tax and eliminated public safety fee 11/4/25 |
| 4.6 Complete an update to the City's Economic Development element of the General Plan. | CMO | | | | | | |
| 4.7 Complete the Mid-Town Plan update. | DevServ | | | | | | On schedule |
| **5. Improve Transportation** | | | | | | | |
| 5.1 Improve scooter safety for users and non-users. | Police | | | | | | CC discussion 3/10/26 - on schedule |
| 5.2 Complete the conceptual US50 Corridor Planning study including transit options and cross-jurisdictional coordination (including gondola, widened bike lanes, speed reduction, Y mobility hub). | PW | | | | | | On schedule |
| 5.3 Complete traffic calming toolbox (including multi-modal traffic control device warrants). | PW | | | | | | On schedule |
| 5.4 Continue to support Transit JPA - increase funding for LakeLink microtransit. | CMO | | | | | | 3 year agreement approved 1/27/26 |
| 5.5 Increase annual road repair through innovative maintenance and rehab program. | PW, CMO, Finance | | | | | | $6 million allocated to road rehab and maintenance in FY 25/26 - Ongoing |

| Strategic Priority & Action Item | Lead | 25/26 | 26/27 | 27/28 | 28/29 | 29/30 | Status |
|---|---|---|---|---|---|---|---|
| 5.6 Prioritize the implementation of Complete Streets. | PW | | | | | | Stateline Complete Street - On schedule |
| 5.7 Evaluation of city-wide parking management strategies including potential expansion of paid parking and reduction of parking requirements. | PW, CMO, Police | | | | | | |
| **6. Protect the natural enviornment** | | | | | | | |
| 6.1 Update Storm Water and Drainage Master Plan. | PW | | | | | | |
| 6.2 Identify areas that are suitable to serve as drainage basins. | PW | | | | | | |
| 6.3 Ensure all storm water projects are in compliance with sediment total maximum daily load (TMDL) standards and always improve lake clarity. | PW | | | | | | On schedule |
| 6.4 Support CivicSpark Fellow position. | CMO | | | | | | FY 25/26 CivicSpark Fellow approved and started 2/26. FY 26/27 application submitted |
| 6.5 Evaluate the feasibility and cost implications of creating or joining a community choice aggregation option and municipal owned utility to reduce carbon emissions and improve grid reliability. | CMO, CAO | | | | | | On schedule |
| **7. Recreation and equitable access for all** | | | | | | | |
| 7.1 Complete the new Recreation and Swim Complex and maintain the current complex in the meantime. | PW, Parks&Rec | | | | | | On schedule |
| 7.2 Implement the Vision Zero Plan. | PW, Police | | | | | | On schedule |
| 7.3 Increase connectivity and safety. | PW, Police | | | | | | On schedule |
| 7.4 Evaluate public pier options. | CMO, Parks&Rec | | | | | | |
| 7.5 Evaluate the possibility of building and maintaining a park in every neighborhood (pocket parks). | Parks&Rec | | | | | | On schedule |
| 7.6 Partner for Senior Services. | Parks&Rec | | | | | | On schedule |
| 7.7 Continue to improve access for people of all abilities to all public spaces. | Parks&Rec, PW | | | | | | Ongoing |

| |
|---|
| **Project Start** |
| **Project Complete** |
| **Evaluate for Potential Operationalization** |
| **Completed** |

# *Public Works – FY 25/26*
# *Remaining Workplan*

| Category | Name | Planning | Design | Construction |
|---|---|---|---|---|
| CIP | El Dorado Beach Revetment | Y | Y | Y |
| | Fire Station 3 New Building | Y | | |
| | Motel 6 Bike Bridge Scour Repair | | Y | Y |
| | New Parks Shop | Y | | |
| | Police Department Roof Replacement | Y | | |
| Facilities & Buildings | 1740 D Street - Final | Y | | |
| | ADA Upgrades City Wide | Y | | |
| | Backup Power Replacement | | Y | |
| | Bijou Bike Park | Y | | |
| | Cemetery Security Upgrades | Y | | |
| | Community Playfield Restrooms | Y | | |
| | Contract Services | | | Y |
| | Fire Station 1 Rehab | Y | | |
| | Fire Station 2 Rehab | | | Y |
| | General Facilities Sustainability | | Y | |
| | Lake View & Ski Run Electrical | | Y | |
| | Long Term Capital Replacement | Y | Y | Y |
| | Miscellaneous Maintenance | | | Y |
| | Multi-Generational Recreation Center | | | Y |
| | Regan Beach Rehabilitation | Y | | |
| | Services Center Rehab | Y | | |
| | Street Light Infrastructure | Y | | |
| | Technical Services | | | Y |

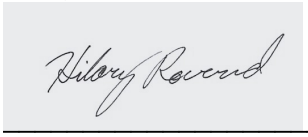
# *Public Works – FY 25/26*
# *Remaining Workplan*

| Category | Name | Planning | Design | Construction |
|---|---|---|---|---|
| Other | Citywide Sustainability and Energy Upgrade Project | | Y | Y |
| | EV Charging Stations - Microtransit Electric Vans | | Y | |
| | Grant Application Consulting Services | Y | | |
| | Public Works and Snow Equipment Vehicles Replacement | N/A | N/A | N/A |
| Roads | Annual Sealing Project (Cape Seal) | | | Y |
| | Annual Streets and Roads Paving and Rehabilitation | | | Y |
| | Bijou Park Connector Project | | | Y |
| | Dennis Machida Memorial Bike Way Phase 1C | Y | | |
| | Eloise Ave Road Rehab | | | Y |
| | Pioneer Trail Improvements - Phase II | | | Y |
| | Stateline Avenue Complete Streets Project | Y | | |
| | Sugar Pine Multi-Use Trails - AHSC Grant | | Y | |
| | Tahoe Valley Greenbelt Lighting Improvements | | | Y |
| | Traffic Calming Toolbox | Y | | |
| | US 50 Corridor Study | Y | | |
| | US 50/89 Road Safety Audit Implementation | Y | | |
| Stormwater & Env. Imp. | Bijou Park Creek - Upper Watershed | Y | Y | Y |
| | Drainage Improvements - Micro Areas - City Wide | | | Y |
| | Drainage Master Plan Update | Y | | |
| | Drainage Pipe Replacement | | | Y |
| | James & Eloise Drainage Pipe Replacement | | | Y |
| | Tahoe Valley Stormwater and Greenbelt Improvement Project | | | Y |

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**13

**Agenda Item:** Continued Discussion of Comprehensive User Fee Study Report and Policy Direction on Cost Recovery

**Executive Summary:** On March 10, 2026, the City Council received a presentation of the Draft Comprehensive User Fee Study prepared by Government Consulting Partners (GCP). The purpose of the presentation was to review the study findings and obtain policy direction regarding cost recovery targets and potential fee adjustments. During the discussion, several Councilmembers expressed concerns regarding potential fee increases and requested additional information regarding the City's financial condition prior to providing direction. The item was continued pending presentation of the FY 2026 Mid-Year Budget Review and Five-Year Financial Plan update. This item returns to City Council to provide additional clarification regarding the proposed fee adjustments, including examples of fees that would increase or decrease, existing discounts for youth, seniors, and individuals with disabilities, and the proposed technology fee adjustment. Staff is requesting policy direction from City Council regarding cost recovery goals and the implementation approach for any recommended fee adjustments.

**Requested Action / Suggested Motions:** Pass a Motion providing direction regarding User Fees Study and Target Cost Recovery Levels on: (1) the level of cost recovery level desired for fee-supported services (full cost recovery vs. continued subsidy); (2) selection of an appeal fee structure; (3) reconfirming the City's approach to EMS under-recovery; and (4) continued General Fund subsidy levels for recreation and other community-benefit programs.

**Responsible Staff Member:** Olga Tikhomirova, Director of Finance

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

**Attachments:**

01-Staff_Report-User_Fee_Study_Continued_Discussion.docx
02-GCP User Fee Study Feb 2026 rv.pdf

# City of South Lake Tahoe
# Report to City Council

## Meeting Date: March 24, 2026

**Title: Continued Discussion of Comprehensive User Fee Study and Policy Direction on Cost Recovery**

**Location:** Citywide

**Responsible Staff Member:** Olga Tikhomirova, Director of Finance

**Background:** On March 10, 2026, the City Council received a presentation of the Draft Comprehensive User Fee Study prepared by Government Consulting Partners (GCP). The purpose of the item was to present the findings of the study and request policy direction regarding cost recovery targets, subsidy levels for certain services, and the potential implementation of updated user fees.

User fees are one of the primary tools used by local governments to ensure that individuals or organizations requesting specific services pay an appropriate share of the cost of providing those services, rather than shifting those costs broadly to taxpayers through the General Fund.

The City last completed a comprehensive cost-of-service review in 2015. Since that time, Consumer Price Index (CPI) adjustments have been implemented where appropriate; however, the City had not conducted a full recalculation of service costs using current staffing levels, overhead, and operational data.

The City retained Government Consulting Partners (GCP) in April 2025 to conduct a comprehensive review of user fees across all departments. The study evaluated:

- Direct staff time required to deliver services
- Fully burdened hourly rates (including benefits and overhead)
- Operating and administrative support costs
- Current cost recovery levels
- Regional fee comparisons
- Recommended structural and policy changes

During the March 10 meeting, City Council discussed several policy considerations related to the proposed fee adjustments.

Several Councilmembers expressed concerns regarding potential increases to user fees and the potential economic impact on residents, homeowners, and businesses. Councilmembers noted that the cost of living and the cost of doing business are already increasing and emphasized the importance of maintaining affordability within the community.

Councilmembers also expressed support for maintaining subsidized access to certain community programs and services, particularly those benefiting youth, seniors, and individuals with disabilities. Additional suggestions included exploring reduced fees for local residents and certain affordable housing development projects.

Councilmembers also raised questions regarding specific fee adjustments included in the study, including the proposed increase to the appeal fee and how fees should balance access to the appeals process with discouraging frivolous appeals.

During the discussion, Councilmembers also requested additional information regarding the City's financial condition before providing policy direction on potential fee adjustments. The item was subsequently continued pending presentation of the Mid-Year Budget Review and Five-Year Financial Plan Update.

This item returns to Council to continue the discussion and request policy direction regarding the proposed use fee updates.

**Financial Context**

The FY 2026 Mid-Year Budget Review and Five-Year Financial Plan Update that Council received during March 24 meeting provided additional context for the City's long-term financial outlook. The City's current fiscal condition is relatively stable, as higher-than-anticipated revenues in FY 2025 significantly reduced the larger structural deficit that had previously been projected. However, the updated Five-Year Financial Plan indicates that small structural deficits are projected to begin in FY 2027 and may increase in later years if expenditure growth outpaces revenue growth. As part of the FY 2026 mid-year budget process, staff proposed to utilize a portion of undesignated excess reserves to fund one-time capital and operational needs. Following the proposed adjustments the City is projected to end FY 2026 with approximately $800,000 in undesignated excess reserves.

While the City remains financial stable, long-term fiscal planning requires careful consideration of both revenues and expenditures to maintain sustainable service levels and fund critical infrastructure needs. User fee policies are one component of these broader financial planning considerations.

**Issue and Discussion:**

*Discounted fees and fee waivers for youth, seniors, people with disabilities, and non-profits*

During the March 10 discussion, Councilmembers express interest in ensuring that fees remain affordable for youth, seniors and individuals with disabilities.

Staff would like to clarify that discounted fees already exist within several City programs, particularly within the Parks and Recreation and Recreation Center fee structures. The following groups' fees have special discounted levels, as adopted by City Council during November 5, 2025, meeting:

1. Youth pricing for recreation programs and aquatic center access.
2. Reduced rates for seniors for recreation programs and facility use.
3. Discounted annual passes for individuals with disabilities at the Recreation and Aquatics Center.
4. Resident versus non-resident pricing for certain recreation programs and facility rentals.

(Continues next page)

Examples include:

| | Meeting Room Rentals | Community Room Rentals | Facility Day Use | Facility Multi-Use Passes |
|---|---|---|---|---|
| Recognized Local Youth Sport Organizations | N/A | No Charge | | |
| Youth Organization Meetings | N/A | $15/hour | | |
| Non-Profit Organizations | 25% off Base Rate | 25% off Base Rate | | |
| Senior Services Meetings | No Charge | No Charge | | |
| Standard Rate | $25/hour | $55/hour | | |
| Youth: 18 Years and Under | | | $8 | |
| Medi-Cal, WIC, Veteran – Adult | | | 3 | |
| Medi-Cal, WIC, Veteran – Youth | | | $2 | |
| Standard Adult | | | $10 | |
| Youth Annual Pass | | | | $300 |
| Youth Annual Pass for GPA of 3.5 or higher | | | | $150 |
| Senior Annual Pass | | | | $300 |
| Standard Individual Annual Pass | | | | $480 |

Additional similar special and discounted rates are provided for youth, seniors, people with disabilities, and non-profits for golf course, swimming programs, Recreation facility multi-use day passes, dance/fitness room rental, and/or adult programs. These pricing structures are designed to maintain accessibility while recovering a portion of program costs.

On November 4, 2025 the City Council reviewed the Parks & Recreation User Fee Study and adopted the recommended fees for the new Multigenerational Recreation and Aquatics Center.

The User Fee Study also assumes that Emergency Medical Services (EMS) response services will continue to be partially subsidized due to their community benefit. As previously directed and confirmed by the City Council, the Fire Chief's office has discretionary authorization to waive fees under certain criteria, including patients on Medicare, Medicaid, and Medi-Cal, patients demonstrating a financial burden such as those on fixed income, or patients who petition for a fee waiver for other exigent circumstances.

*Permit Fees for Affordable Housing Projects*

During the Council discussion, some Councilmembers suggested reducing or waiving development-related permit fees for projects that provide deed-restricted or affordable housing.

Staff noted that development review fees, such as planning, building, and engineering permit fees, are regulatory cost-recovery fees. Under California law, these fees must be reasonably related to the cost of providing the service and generally cannot vary based on the type of applicant or project. Because staff time required for activities such as plan review, inspections, and coordination is typically similar regardless of the project type, reducing or waiving these fees for affordable housing projects would not reduce the City's cost of providing the service.

Staff explained that if the City chooses to provide financial assistance to affordable housing projects, a more appropriate and potentially even a beneficial approach may be to address this through separate policy tools, such as:

- Development Agreements
- Housing incentives or subsidies approved by the City Council
- Direct financial contributions or reimbursements from housing or other funding sources

Under this approach, the City would continue to charge the standard regulatory fees required to recover the cost of service, while the City Council could choose to provide financial assistance through a Development Agreement or other policy mechanism if it determines that supporting a particular project serves a broader community benefit.

Staff noted that this structure helps maintain compliance with State law governing regulatory fees while still allowing the City to support affordable housing projects through separate policy decisions. In some instances, city assistance provided directly to a project through these mechanisms allows the project to be more competitive for state and federal grants and financing programs.

*Appeal Fee Discussion and Policy Considerations*

Councilmembers also discussed the proposed increase to the appeal fee for administrative and quasi-judicial decisions. The study recommends increasing the appeal fee from $380 to $1,253. This increase reflects the full cost of staff time required to review appeal materials, prepare staff reports, coordinate hearings, and support Planning Commission or City Council consideration.

Some Councilmembers expressed concern that a significant increase in appeal fees could discourage individuals from exercising their right to appeal City decisions, particularly for residents or small property owners who may already be navigating a complex regulatory process.

At the same time, Councilmembers and staff noted that appeals can require significant staff time and public resources. Several past situations were referenced where appeals were filed frequently, sometimes as a strategic tactic or with a low likelihood of success, which resulted in substantial staff and Council time being dedicated to those cases.

During the discussion, it was suggested that a higher appeal fee could help discourage frivolous or speculative appeals, while also recognizing that individuals who bring legitimate appeals should not be penalized for doing so.

As a potential solution, Councilmembers discussed the concept of making appeals fees refundable if the appellant prevails, allowing the City to discourage frivolous appeals while ensuring that applicants with valid appeals are not financially penalized.

Based on the discussion, several policy options could be considered regarding appeal fees:

Option 1**:** Maintain the Proposed Increased Appeal Fee at Full Cost Recovery (No Refunds)

Adopt the appeal fee recommended in the User Fee Study ($1,253), which reflects the estimated cost of staff time required to process appeals.

Option 2: Refund Fee if the Appeal is Successful

Adopt a higher appeal fee consistent with the cost of service but **refund the fee if the appellant prevails in the appeal.**

Option 3: Partial Refund Structure

The appeal fee would be collected at filing, with a portion refunded if the appeal is successful. Cons – more complex to administer than a non-refundable fee.

Option 4: Tiered Appeal Fee Structure

Establish different appeal fees depending on the type of appeal or applicant (for example, administrative appeals vs. major development appeals).

If Council wishes to balance accessibility with discouraging frivolous appeals, a refundable appeal fee structure may provide the most equitable approach, as it allows the City to recover the cost of processing appeals while ensuring that successful appellants are not financially penalized.

*Other Key Fee Adjustments*

The Draft User Fee Study includes a number of adjustments intended to better align fees with the cost of providing services and to simplify the City's fee structure. The recommended adjustments are not limited to increases. In several cases, the study recommends reducing or restructuring fees where the analysis determined that current fees exceed the cost of service or where operational efficiencies have been achieved.

***Examples of Fee Reductions***

Several fees are recommended to be reduced as a result of the cost-of-service analysis. For example:

- Engineering review fees for certain services are recommended to decrease where the study found that current fees exceed the estimated cost of service. Examples are: Street/Property Abandonment fee, Encroachment Permit Fee.
- Business license renewal administrative fees are recommended to decrease due to efficiencies gained through automation and online processing of renewals – decrease from $68 to $63. New business one time 6 month license fee decreases from $42 to $32.
- Several Fire permit fees, such as Fire Dance Permit Annual Fee, Fireworks/pyrotechnical Display Permit fees and Fire Plan Review Fee - Commercial, MFD, Special Event, are recommended to decrease.

Additionally, all Building fees are recommended to stay the same, while several Parks fees were recommended with no increase or several decreases.

***Examples of Fee Increases***

Some fees are recommended to increase where the study identified that current fees recover only a portion of the City's actual cost of providing the service. Examples include:

- Certain planning and administrative processing fees where staff time required to process applications has increased since the last comprehensive fee study in 2015.

• New business license application administrative fees, which are recommended to increase from $86 to $108 (including the increased $31 Technology Fee) to better reflect the staff time required to process new business registrations and to recover the cost of several recent software upgrades.

In these cases, the recommended adjustments bring fees closer to the estimated cost of service while remaining within the limits allowed by California law governing regulatory fees.

*Technology Fee Adjustment*

The User Fee Study recommends increasing the City's technology fee from $13 to $31 for applicable permits and licenses. This will allow to recover the actual annual system costs of $180,719.

The technology fee is intended to recover the cost of maintaining and supporting the digital systems that allow the City to provide modern customer service and efficient operations. These systems include:

- Online permitting and plan review platforms
- Business license administration systems
- Electronic payment processing
- Software licensing, maintenance, and system upgrades
- IT infrastructure necessary to support these services

Since the last fee study, the City has significantly expanded its use of digital platforms to improve service delivery, streamline application processing, and provide online access to services for residents and businesses. While these systems improve efficiency and customer convenience, they also involve ongoing licensing, maintenance, and support costs.

The recommended adjustment to the technology fee reflects the City's actual annual cost of maintaining these systems, which are used across multiple departments to support permitting, licensing, and customer service functions. Without this fee adjustment, these costs must be absorbed by the General Fund and funded by taxpayers rather than the users who benefit directly from the systems.

Many jurisdictions include a technology fee to support permitting and licensing systems, which have become essential tools for providing efficient customer service and modern government operations.

Adopting the updated technology fee helps ensure that the City can continue to maintain reliable digital services while aligning the fee with the actual cost of providing those services.

## *POLICY QUESTIONS FOR COUNCIL*

Staff requests direction regarding:

1. Target cost recovery levels for fee-supported services (full cost recovery vs. continued subsidy). Reviewing the summary results by department (Comprehensive Fee Study, page 11) would allow for discussion of fees by type.
2. Selection of an appeal fee structure.
3. Reconfirming of the City's approach to EMS under-recovery.
4. Continued General Fund subsidy levels for recreation and other community-benefit programs.

## *STAFF RECOMMENDATION AND ALTERNATIVE OPTION(S)*

Staff recommends that the City Council directs staff to adjust the Appeal Fee selecting one of the proposed options and accepting other GCP's recommendations.

The alternative option would be to not approve staff's recommendation. If the City Council does not support staff's recommendation, the current fee schedule will remain in effect, and the Master Fee Schedule will continue be updated as usual based on existing CPI adjustment formulas. This would result in an ongoing subsidy of project and permitting activities in the approximate amount of $1,007,194.

**Financial Implications:** The consultant's report contains an estimated fiscal impact by department if full Cost of Services recovery is adopted. Adoption of full recommended adjustments would reduce General Fund subsidy by approximately $269,001 annually. Council direction may alter fiscal outcomes depending on selected cost recovery targets. Based on Council's direction regarding cost recovery levels, staff will return with updated fiscal impact at a subsequent meeting.

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

**Policy Implications:** This item supports the City's Financial Policy "Strengthening Financial Position" and aligns with the 2025-2030 Strategic Plan, specifically the Core Value of "Sustainability" and the Strategic Priorities of "Efficient Government" and "Recreation and Equitable Access for All".

GCP

GOVERNMENT CONSULTING PARTNERS, INC.

# South Lake Tahoe

## COMPREHENSIVE USER FEE STUDY

**February 2026**

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*Government Consulting Partners, Inc (GCP) is a Sacramento-based consulting firm specializing in cost and revenue studies for state and local government.*

# 1 BACKGROUND & OBJECTIVES

The City of South Lake Tahoe delivers many services to the public for a fee. This report focuses on "user fees", which are assessed in order to recover the cost of labor-based services or use of city facilities. A comprehensive review of user fees was last conducted in 2015. Since that time fees have been reviewed and increased annually by CPI where and when it was appropriate. The City engaged GCP to conduct a comprehensive review of user fee costs and associated revenues using 2025 financial and operational data.

User fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218 and the California Code of Regulations, including Government Code 66000 et seq. By law, user fees may not exceed the estimated reasonable cost of providing the services for which they were levied, unless approved by a two-thirds vote of the electorate.

As more fiscal limitations are imposed on local government, user fees have become an increasingly important source of revenue. A user fee is a payment made by an individual or business that primarily benefits the individual or business rather than the community at large. Government agencies can charge a user fee for a service when 1) the individual's decision to use a service is voluntary, and 2) the fee charged is reasonably related to the level of service rendered and cost of providing the service.

This report presented GCP's comprehensive review of South Lake Tahoe's user fees with the goal of aligning fees with current fiscal policy and Council priorities.

The study covered user fees charged by the following departments/divisions:

- Building
- City Clerk
- Engineering
- Finance
- Fire
- Parks and Recreation
- Planning
- Police

AQUATIC CENTER FEES – GCP also reviewed the City's new Aquatic's Center. GCP accelerated this portion of the study to accommodate the Center's grand opening in early 2026. Aquatic Center fees were approved by Council in November 2025 under a separate report.

VACATION HOME RENTAL FEES - GCP reviewed staff's internally prepared Vacation Home Rental (VHR) annual and inspection fee calculations and provided feedback. Updated VHR fees were adopted by Council in June, 2025 under a separate report.

GCP's project's scope included calculating the cost of each fee-related service, conducting a survey of fees charged by regional agencies, and recommending fee adjustments aligned with established Council policy.

# SOUTH LAKE TAHOE EXISTING FEE POLICY

GCP reviewed established Council user fee policy for setting fees and fee structures. The City's Financial Policy was last revised in 2013. Section D provides the following guidance regarding the imposition of user fees:

D. User Fee Cost Recovery

The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services; the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund. The following policies shall be implemented to ensure that User Fees keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery.

1. General Principles

   a. Revenues derived from User Fees shall not exceed the reasonable cost of providing the service.

   b. Cost recovery goals shall be based on the total cost of delivering the service, including all direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, building and/or vehicle maintenance, and insurance.

   c. The method of assessing and collecting fees shall be as simple as possible in order to reduce the administrative cost of collection. Although a high cost of recovery may be appropriate for specific services, if it is impractical or costly to charge the user, a lower level of cost recovery shall be appropriate.

   d. Fee levels shall be sensitive to the "market" for similar services, including the provision of services by private sector service or program providers. User Fees shall not be set so high that services shall not be used. Conversely, User Fees shall not be set so low that the City is stimulating a demand by artificially low prices. Specifically, the City shall carefully consider whether it is appropriate to provide services at a subsidized cost (or a cost that does not include all cost of services, such as room rental costs, building maintenance or personnel charges) if such services are available through the private sector.

   e. Fee levels shall be sensitive to smaller, infrequent users of the service, for example, small businesses that may have less of an opportunity to recover the cost of User Fees through ordinary business income.

f. The level of cost recovery should consider the community-wide versus special benefit of the program or activity that is the subject of the User Fee. The use of general-purpose revenues shall be appropriate for community-wide services, while User Fees at some level shall be appropriate for services that are of special benefit to easily identified individuals or groups. (For example, it would be unusual to charge a User Fee for a community-wide event such as an Easter Egg Hunt, while it would be appropriate to charge a User Fee at some level for an adult recreational program with a limited number of participants.)

g. The level of cost recovery shall consider the financial benefit to the service user, and whether the user is a service driver or a service recipient. In cases where there user benefits financially from the provision of the service, and the service would not be provided but for the expanded business or revenue opportunities, the level of User Fee should more closely approximate 100% cost recovery. (For example, a developer receives financial benefit at the conclusion of the development review process, and the City would not provide the review of development applications but for the expanded business or revenue opportunity for the developer. While the community may be the actual service recipient of the review of development applications, the developer is the service driver.)

Key user fee principles from the City's policy include:

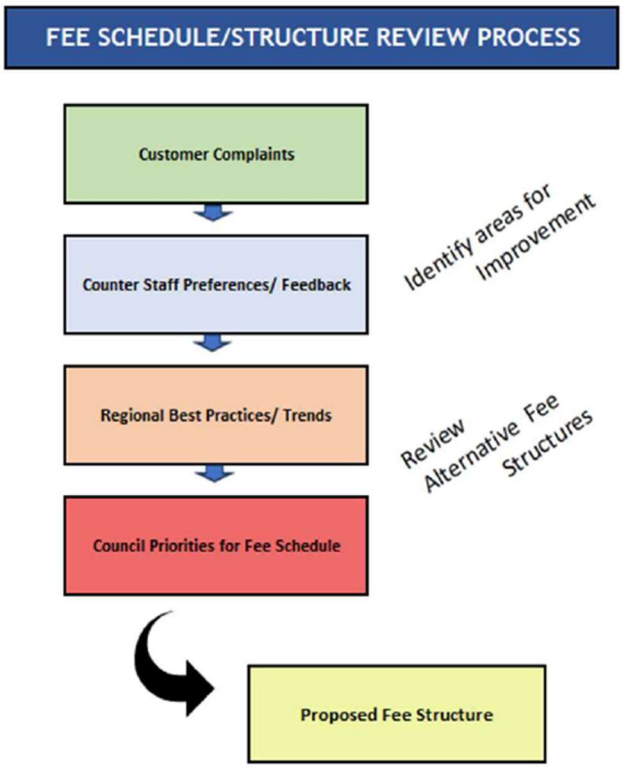
- *Revenues from user fees shall not exceed the cost of providing the service.*
- *Cost recovery goals shall be based on the total cost of delivering the service.*
- *The method of assessing and collecting fees shall be as simple as possible.*
- *Fee levels shall be sensitive to the market for similar services.*
- *Fee levels shall be sensitive to smaller, infrequent users of the service.*
- *The level of cost recovery shall consider community-wide versus special benefit.*
- *The level of cost recovery shall consider the financial benefit to the service users.*

The goal of this report is to present the study's findings in a relevant and concise format that allows City leadership to make informed user-fee pricing decisions consistent with existing fee policy.

# 2 STUDY METHODOLOGY

Upon project commencement -GCP met with Finance staff to better understand the goals and priorities for the new fee schedule. A workplan was then developed to ensure that the proposed fee schedule resulting from the study reflects these priorities.

## FEE STRUCTURE REVIEW




A key component of the workplan included restructuring of existing fees. In collaboration with GCP, City staff reviewed the existing fee structure and identified areas where fees could be realigned to more accurately reflect the City's processes and the services being provided. Every proposed change is designed to accomplish one of several things: streamline the fee calculation process; increase user-friendliness; or increase equity across the customer base.

As part of the restructuring process, GCP surveyed fee schedules from comparison agencies to better understand regional best practice fee structures and trends. GCP shared this compiled data with staff as well as the actual fee schedules themselves.

| | |
|---|---|
| TRANSPARENT | All flat and tiered fees are supported by average processing times and staffing fully burdened hourly rates. |
| PREDICTABLE | Reducing reliance on deposit-based fees in favor of flat or tiered structures increases predictability for customers. |
| CUSTOMER-FRIENDLY | The City recently instituted a customer portal enabling electronic plan submittals and payment services, greatly reducing wait times at the public counter. |

Streamlining the fee schedule was a significant focus of the study. A streamlined fee schedule saves valuable time for both City counter staff and the City's customers.

After GCP and City staff discussed and reviewed all available fee structure options a final consensus was reached for each group of fees. Table 1 summarizes the proposed fee structure changes.

## Table 1: Proposed Fee Structure Changes and New Fees

### CITY CLERK

| | | | |
|---|---|---|---|
| 11 | Public Property Use Fee (for filming only) | Change to See Facility Rental Fee Schedule | See Facility Rental Fee Schedule |
| 13 | City Council AV Service Fee | NEW | Per Hour (1 hour minimum) |
| 14 | Film Application Fee Special | NEW | Applications that require additional City Clerk, Fire, Police or Public Works, review will be charged the hourly rate of the Department Head reviewing the Permit Application. |
| 15 | Film Appliation Fee Rush (less than 7 business days) | NEW | Base Fee x 1.5 |
| 16 | Film Permit Change Fee | NEW | Flat Fee |

### FINANCE

| | | | | |
|---|---|---|---|---|
| 16 | Business License Label Report | $63 | Flat Fee | Remove |

### DEVELOPMENT SERVICES - BUILDING

| | | | |
|---|---|---|---|
| 21 | Re-check fee (4th + each additional check) | NEW | $256 each |
| 22 | Fees for Work not Specifically Identified Elsewhere | NEW | $177 hourly |

### DEVELOPMENT SERVICES - PLANNING

| | | | |
|---|---|---|---|
| 17 | Negative Declaration Review | Flat Fee | Contractor Invoice + 25% Admin Markup |
| 18 | Negative Declaration Preparation | Flat Fee | Contractor Invoice + 25% Admin Markup |
| 48 | New Vendor Permit | Flat Fee | REMOVE |
| 49 | Mobile Vending Renewal Permit | Flat Fee | REMOVE |
| 52 | Technology Fee | New for Planning | Flat Fee |

FIRE RESCUE

| | | | |
|---|---|---|---|
| 2 | EMS: Advanced/Basic Life Support, incident response | Per Hour | Flat Fee |
| 3 | EMS: Advanced/Basic Life Support - with standby to support air ambulance transport, incident response | Flat Fee | Remove |
| 4 | EMS: Advanced/Basic Life Support - with engine standby for CPR, incident response | Flat Fee | Remove |
| 6 | County Fire Services: Lake Valley Fire District Contract | Per Hour | Remove |
| 7 | County Fire Services: Fallen Leaf Fire District Contract | Per Hour | Remove |
| 11 | Wild Land Suppression: Ladder Truck | CA OES Hourly Rate | Remove |
| 25 | Pipeline/Power Lines: Fire Hydrant Flow Test | Flat Fee | Remove |
| 26 | Pipeline/Power Lines: Witnessed Acceptance Test | Flat Fee | Remove |
| 28 | Pipeline/Power Lines: Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control) | Hourly | Flat Fee |
| 37 | Open Burning and Recreational Fires | Flat Fee | Remove |
| 38 | Ceremonial/Special Permit | | New Fee |
| 43 | Photographs | Flat Fee | Remove |
| 44 | Video Tape Duplication | Flat Fee | Remove |
| 47 | Per Event Inspection | Per Hour | Remove |
| 50 | Tree Removal Permit | | New Fee |
| 51 | Special Event / Fire Inspections (3 hour min if conducted outside regular work hours) | Hourly | Remove |
| 55 | Auto Alarm/~~Ext~~ Supression System - ~~100~~ 1-99 | Per Inspection | Remove |
| 56 | Auto Alarm/~~Ext~~ Supression- 100+ | Per Inspection | Remove |
| 57 | Suppression Sys-50 hds/Dry Chem sys | Flat Fee | Remove |
| 58 | Suppression Sys-200 hds | Flat Fee | Remove |
| 62 | Board 7 Care Facility 7-50 | Flat Fee | Remove |
| 63 | Board 7 Care Facility 50+ | Flat Fee | Remove |
| 70 | Basic Fire Inspection - Hourly, after 4 hours | | New Fee |
| 76 | Fire Processing Permit Fee | | New Fee |

PUBLIC WORKS - ENGINEERING

| | | | |
|---|---|---|---|
| 4 | Large Multi-Family Residential PW plan review | Flat Fee | $145 hourly |
| 9 | Grading: 8-350 cubic yards | Flat Fee | REMOVE |
| 10 | Grading: 251+ cubic yards | Flat Fee | REMOVE |
| 26 | Street Name Change | Actual Cost | REMOVE |
| 29 | PW Inspections/ Re-inspections | Per Inspection | Per Hour |
| 30 | Third Party Plan Reviews | NEW | Actual cost |

POLICE

| | | | |
|---|---|---|---|
| 46 | Reposession Fee | NEW; Set by State | $15 hourly |

# COSTING METHODOLOGY

Most fees in this study were calculated via a per-unit analysis approach. Commonly called a "bottom-up" approach, this method analyzes direct staff time required to deliver one unit of service. Indirect rates are then applied to reflect services and supplies, administrative and all overhead costs required to deliver each service. Resulting in a detailed, fully burdened cost per-unit assessment.

GCP's per-unit methodology includes the following five steps to build the individual per unit costs:

1. Define the fees to be analyzed.
2. Analyze direct staff time spent on the fee-related services.
3. Develop fully burdened hourly rates for direct staff.
4. Compare total costs to the current fee schedule.
5. Annualize results by extrapolating per-unit results by typical volume demand.

## 1. Define the fees to be analyzed

GCP worked with staff to identify any proposed new fees, obsolete fees and fee structure changes to establish a final list of fee-related services to be analyzed.

## 2. SME Focus Groups: Identifying time requirements by task

Once all fee structure decisions were finalized, GCP interviewed subject matter experts (SME) to estimate the average time spent by task on each fee category. Each fee was reviewed individually, and City staff worked collaboratively with GCP to identify the specific tasks associated with each service. Table 2 below provides an example of the time/task documentation for a major sign review within Planning.

**Table 2: Sample of Time / Task detail: Planning**

Analyzing fee services at this level of granularity provides higher confidence in study results. Accurate and detailed time estimates, multiplied by staff FBHR's form the maximum the City may legally charge by fee category.

| Fee #23 Major Sign Review and Approval | Staff Planner Hours | Cost |
|---|---|---|
| Application review, confirm payment in eTRAKiT | 0.50 | $85 |
| Review propose sign and renderings for consistency with sign standards | 0.25 | $43 |
| Run sign formula calculation | 0.50 | $85 |
| Review redesign (if needed) | 0.25 | $43 |
| Draft sign permit and upload to eTRAKiT. Notify applicant | 0.50 | $85 |
| Miscellaneous communications | 0.50 | $85 |
| Inspections and drive time | 1.00 | $170 |
| Project file maintenance: update status in eTRAKiT, organize digital files, delete working drafts. | 0.50 | $85 |
| TOTAL COST | 4.00 | $680 |

**Current Fee:** **$400**
**Proposed Fee:** **$680**

**Table 3: Methods used to evaluate reasonableness**

GCP performed a series of checks to ensure the reasonableness of data inputs. After several rounds of reasonableness checks and data refinement final time figures were then entered into the fee model along with associated cost and demand data.

| REASONABLENESS CHECKS |
|---|
| - Compare the cost of one service against others |
| - Percentage increase from existing fee |
| - Percentage of staff positions devoted to fees |
| - Comparison to other fees charged in the region |

These checks were used to focus GCP and staff's internal quality control reviews on fees that are outliers in one way or another. Where possible, the City's data systems were queried to provide data to either inform or corroborate staff's efforts.

## 3. Develop fully burdened hourly rates (FBHR's)

Establishing FBHR's is essential to any user fee study engagement because these rates lay the foundation to calculating the full cost of providing services. FBHR's can be used to determine how much it costs the City to deliver any labor-based service. Reliable FBHR's ensure the study's findings, recommendations and resulting fee schedules are based on real defensible costs. This promotes both transparency and financial sustainability.

Calculate the Annual Full Cost of Direct Staff: The FBHR calculation process incorporated data from the following sources:

- Staffing costs were calculated using the City's budgeted compensation data, including salaries and benefits, for employees responsible for performing the fee-related services.

- Operating costs directly associated with service delivery–such as materials, supplies, and contracted services–were incorporated into the fully burdened rate to ensure a comprehensive reflection of total service costs.
- Overhead costs were included and applied to the division's direct salary and benefit expenses to calculate the fully burdened hourly rates.

    - *Division overhead*: Division overhead includes indirect costs such as labor from managers, supervisors and support staff, internal meetings, training, general counter time and shared supplies that support overall service delivery within the division.

    - *Citywide overhead*: represents the allocation of indirect costs from the City's cost allocation plan, covering central support service departments such as Human Resources, Information Technology, and Finance that provide essential resources and support to all departments throughout the organization.

Identify Annual Available Work Hours per FTE: This becomes the denominator in the rate. Conceptually, the idea is to reflect the average number of hours in a year that an FTE is typically available to deliver services. By including only available work hours in the denominator, instead of the traditional 2,080, the rates are "fully burdened" sufficient to recover the full annual cost of one FTE, assuming normal construction demand levels. For this study GCP used the industry-standard staffing available hours figure of 1,800.

## 4. Compare total service cost to the current fee charged

Once the fully burdened hourly rate is applied to the time estimates for each fee category, this creates the "total cost" per unit. GCP compared the total cost for each fixed-fee service to the fee currently charged. This provided the initial results on the percentage of current cost recovery under the City's existing fees.

If the current cost recovery for a particular service is under 100%, this implies the fee does not cover the cost of providing the service and can be increased. If the current cost recovery is over 100%, then the fee is set too high and must be lowered to comply with State laws prohibiting the making of a profit on user fee activities.

## 5. Annualization of the Per Unit results

GCP projected the annual fiscal impact by multiplying current and proposed fees by annual demand figures. Demand figures were estimated based on the following assumptions:

| ANNUAL DEMAND FOR SERVICES |
| --- |
| FY 2024 demand is the best predictor of short-term demand for each service. |
| Estimates are used for new or restructured fee categories. |

- Estimates of demand are used for any new or restructured fee categories.
- Revenue produced by deposit-based fee categories is often difficult to predict. These fees are based on the type and complexity of the project. Deposit based fees are seen as revenue neutral since they are based on actual time spent multiplied by the hourly rate and therefore are assumed to be 100% cost recovery.

# 3 FISCAL IMPACT

## SUMMARY RESULTS BY DEPT/DIVISION

In cooperation with city staff, GCP developed cost and revenue projections for each area under study. Costs and revenues were primarily projected by extrapolating individual per-unit results for an entire year of demand activity. The combined findings result shows an overall $269,001 net revenue increase on an annual basis, assuming historic demand levels. The table below summarizes the fiscal impact of our findings and recommendations for each fee area under study.

**Fiscal Impact of Proposed Fee Adjustments**

| FEE AREA | COST OF FEE RELATED SERVICES | CURRENT USER FEE REVENUE | COST RECOVERY RATE | GENERAL FUND SUBSIDY | PROJECTED REVENUE FROM PROPOSED FEES | COST RECOVERY RATE AT PROPOSED FEES | PROJECTED REVENUE INCREASE |
|---|---|---|---|---|---|---|---|
| Building | $2,152,802 | $2,294,906 | 107% | -$142,104 | $2,322,392 | 107% | $27,486 |
| City Clerk | $34,971 | $13,015 | 37% | $21,956 | $34,971 | 100% | $21,956 |
| Engineering | $40,685 | $62,816 | 154% | -$22,131 | $40,668 | 100% | -$22,148 |
| Finance | $333,263 | $342,045 | 103% | -$8,782 | $333,263 | 100% | -$8,782 |
| Fire Rescue | $785,699 | $159,490 | 20% | $626,209 | $206,661 | 26% | $47,171 |
| Parks and Recreation | $993,730 | $656,249 | 66% | $337,481 | $691,038 | 70% | $34,789 |
| Planning | $497,592 | $340,225 | 68% | $157,367 | $497,259 | 100% | $157,034 |
| Police | $171,158 | $133,960 | 78% | $37,198 | $145,455 | 85% | $11,495 |
| TOTAL | $5,009,900 | $4,002,706 | 80% | $1,007,194 | $4,271,707 | 85% | $269,001 |

The study's fiscal projections are approximations and should be approached conservatively. It is recommended that staff monitor actual fiscal impacts beginning with the first six months of actual revenue data.

The fiscal impact table shows the current annual fee revenue of $4,002,706. With associated costs of $5,009,900 for an overall cost recover rate of 80%. Leaving $1,007,194 (20%) in unrecovered or subsidized costs.

If the recommended fee adjustments are adopted, annual revenues are projected to increase to $4,271,707 representing a $269,001 revenue increase.

Staff made careful considerations when developing these recommendations. While many fees are projected to increase, several are proposed at less than full cost recovery at this time. Moving to full cost would result in significant impacts to users. GCP recommends gradually monitoring these fees over the coming years to ensure they remain aligned with actual staff time and service delivery costs.

# TECHNOLOGY SURCHARGE

The City assesses a flat $13 transaction fee to cover the cost of technology related to business licenses and building permits. The technology fee provides a dedicated revenue stream for the acquisition, update and regular maintenance of the City's HdL and Community Development data licensing and permitting systems and other related technologies required to provide advanced cloud-based services to its customers.

| ANNUAL TECHNOLOGY COSTS | | |
|---|---|---|
| **ANNUAL SOFTWARE** | **Maintenance** | **Annual Cost** |
| Central Square Bldg Permit Software | $72,600 | |
| Central Square Modifications | $10,000 | |
| Bluebeam | $6,000 | |
| ParcelQuest - Planning Licenses | $7,500 | |
| HdL Business License Software | $22,944 | |
| Modifications | $5,000 | |
| **Subtotal** | $124,044 | $124,044 |
| **2024 SOFTWARE UPGRADE** | **Total Cost** | **5 Year Amortized Cost** |
| Central Square Bldg Permit Software | $206,875 | |
| HdL Business License Software | $76,500 | |
| **Subtotal** | $283,375 | $56,675 |
| **TOTAL COST TO BE FUNDED** | | **Total** |
| To be Funded by Surcharge | | $180,719 |

| FEE CALCULATION | |
|---|---|
| Building, Planning and Engineering Permit Demand | 1,900 |
| Business License Permit Demand | 4,000 |
| Technology Permit Fee Volume: | 5,900 |
| **Fee Calculation:** | |
| *($180,719 / 5,900 permits)* | $31 |

The City's projected cost of providing technology services to permit-holders is $180,719 annually, or $31 per business license or development permit issued in a typical year.

Having a dedicated revenue source for technology costs improves transparency and facilitates future cost/fee alignments.

Chapter 6 of this report compares the proposed Technology Fee against similar fees charged by regional cities and counties.

# 4 ANALYSIS AND HIGHLIGHTS

The User Fee program chapter summarizes findings and recommendations for each department reviewed in the study. They present key financial results, including cost-of-service calculations, current cost recovery rates, and anticipated changes in revenue based on proposed fee updates. This section also highlights recommended adjustments to each of the fee schedules, such as eliminating outdated fees, introducing new ones, and combining similar charges to enhance transparency and consistency. The full list of the proposed fees can be found in section 5 of this report.

## BUILDING

The Building division's mission is to enforce minimum building code requirements to safeguard the public health, safety and general welfare through structural strength, means of egress, stability, sanitation, adequate light and ventilation, energy conservation and green building systems.

The Building division provides these services at the request of property owners and developers seeking to build or enhance and change the current use of their property.

GCP used a variety of methods to test whether the division's fees meet the cost vs revenue standards of Government Code 66014 et seq. which states that revenue received in return for a service must not exceed reasonable related costs.

South Lake Tahoe's building division operates in an environment that has complexities beyond most other departments, including:

- A limited five-month development window.
- Additional TRPA regulations and requirements add an additional layer of complexity to the City's review and approval processes.

Building permits are charged based on the construction valuation (market value, less land costs and profit) of the proposed project. A flat 2% fee is applied against construction valuation to cover the cost of inspecting projects for adherence to the California Building Code. The division charges separate flat fees for individual electrical, plumbing and mechanical permits.

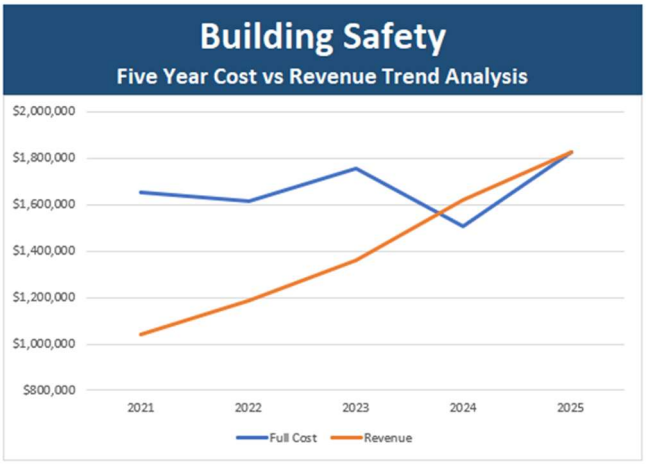
GCP prepared a total cost vs total revenue matchup for the Building division.

| FEE AREA | COST OF FEE RELATED SERVICES | CURRENT USER FEE REVENUE | COST RECOVERY RATE | GENERAL FUND SUBSIDY | PROJECTED REVENUE FROM PROPOSED FEES | COST RECOVERY RATE AT PROPOSED FEES | PROJECTED REVENUE INCREASE |
|---|---|---|---|---|---|---|---|
| Building | $2,152,802 | $2,294,906 | 107% | -$142,104 | $2,322,392 | 107% | $27,486 |

The analysis for the Building division projects an overall cost of $2,152,802 with associated revenues of $2,294,906, for a $142,104 revenue surplus. GCP recommends no adjustments to Building division fees in light of the fiscal analysis (aside from an increase in the Technology Fee as discussed on page 13 of this report, which would add $27,486 revenue). Building fees and costs are intended to even out over the course of a development cycle. GCP reviewed South Lake Tahoe's Building revenues over a five-year period and finds revenue generated by current fee levels offsets the average cost of operating the Building division.

### Multi-Year Trend Analysis

It is important to analyze a Building division over a period of years because building revenues are highly dependent on demand levels and where we fall within the current construction-cycle. The Table to the right presents Building's cost vs revenue picture over a 5-year history. Figures reflect budgeted costs and revenues. The full cost line reflects internal costs (inspection, plan-check, public counter) as well as support from Planning, Public Works and Fire. Future revenue depends heavily on construction demand, while staffing and other costs remain relatively stable over time to ensure projects are plan checked and inspected within acceptable timeframes.




## CITY CLERK

The City Clerk's department is directly responsible to the public and serves as a direct link between the residents and their government. While a majority of the duties performed by the City Clerk's department are non-fee related, there are a handful of user fees that the department is responsible for providing.

| FEE AREA | COST OF FEE RELATED SERVICES | CURRENT USER FEE REVENUE | COST RECOVERY RATE | GENERAL FUND SUBSIDY | PROJECTED REVENUE FROM PROPOSED FEES | COST RECOVERY RATE AT PROPOSED FEES | PROJECTED REVENUE INCREASE |
|---|---|---|---|---|---|---|---|
| City Clerk | $34,971 | $13,015 | 37% | $21,956 | $34,971 | 100% | $21,956 |

The user fee cost analysis for the City Clerk's department shows an overall cost recovery of $13,015 (37%) with $21,971 (63%) unrecovered. GCP is recommending that all fees on the City Clerk's fee schedule be set at 100% cost recovery. If the recommendations are adopted, the estimated annual revenue would increase to $34,971 for an increase of $21,956.

### New Fees Added

There are four new fees that are proposed to add to the fee schedule:

- City Council AV Service Fee
- Film Application Fee Special
- Film Application Fee Rush (less than 7 business days)
- Film Permit Change Fee

In addition to the four new fees, the department is recommending setting the appeals fee at 100% cost recovery. Based on the comparison survey results below, the recommendation is to increase the current appeals fee from $380 to $1,253.

| City/Municipality | Appeals Fee | Type of Appeal |
|---|---|---|
| Douglas County, NV | $ 898 | Appeal of staff decision To Planning Commission (PC) |
| Douglas County, NV | $ 1,047 | Appeal PC decision to Board of County Commission |
| Placer County, CA | $ 688 | Appeal |
| Nevada County, CA | $ 1,976 | Planning Agency Appeals |
| Nevada County, CA | $ 1,976 | Planning Commission Appeals |
| Nevada County, CA | $ 1,976 | Zoning Administrator Appeals |
| Tahoe Regional Planning Agency | $ 1,235 | Appeal of Executive Director Decisions |
| Tahoe Regional Planning Agency | $ 1,668 | Appeal of Local Government Decision Pursuant to Area Plan MOU |
| **Peer Average** | $ 1,433 | |
| **South Lake Tahoe (Current)** | $ 380 | |
| **South Lake Tahoe (Proposed)** | $ 1,253 | |

*Note – fees used in a comparison survey are subject to change and present a snapshot in time.*

The full list of the proposed fees can be found in section 5 of this report.

# ENGINEERING

Engineering is charged with the task of safeguarding life, health, property, and public welfare through review, design, bid and construction of public improvement projects constructed on City property and within the City's right-of-way. The division implements water quality programs to reduce the pollutant loads which flow into, and are discharged from the City's storm water infrastructure to Lake Tahoe.

Engineering is also responsible for inspecting construction in the public right-of-way processing plans, permits and applications for land development. These services were the primary focus of GCP's analysis.

| FEE AREA | COST OF FEE RELATED SERVICES | CURRENT USER FEE REVENUE | COST RECOVERY RATE | GENERAL FUND SUBSIDY | PROJECTED REVENUE FROM PROPOSED FEES | COST RECOVERY RATE AT PROPOSED FEES | PROJECTED REVENUE INCREASE |
|---|---|---|---|---|---|---|---|
| Engineering | $40,685 | $62,816 | 154% | -$22,131 | $40,668 | 100% | -$22,148 |

Engineering expended a total of $40,685 on providing fee-related services while generating $62,816 revenue, for an over recovery of $22,131. GCP recommends all fees be adjusted to 100% cost recovery. If the fee recommendations are adopted, the estimated annual revenue would decrease by $22,148.

# FINANCE

The Finance department is responsible for protecting the City's fiscal health and sustainability. Although many of the Finance department's duties are non-fee related, there are a handful of user fees that the department is responsible for providing.

| FEE AREA | COST OF FEE RELATED SERVICES | CURRENT USER FEE REVENUE | COST RECOVERY RATE | GENERAL FUND SUBSIDY | PROJECTED REVENUE FROM PROPOSED FEES | COST RECOVERY RATE AT PROPOSED FEES | PROJECTED REVENUE INCREASE |
|---|---|---|---|---|---|---|---|
| Finance | $333,263 | $342,045 | 103% | -$8,782 | $333,263 | 100% | -$8,782 |

The user fee cost analysis for the Finance department shows an overall cost recovery of $342,045 (103%) with an over recovery of $8,782. GCP is recommending that all fees on the Finance department fee schedule be set at 100% cost recovery. For those fees currently experiencing more than 100% cost recovery, the fee would need reduced to 100%. Fees currently experiencing less than 100% cost recovery would need to increase to 100%. If the fee recommendations are adopted, the estimated annual revenue would decrease to $333,263.

There are eight fees that are proposed to decrease. The decreases are a direct result of efficiencies in the process to provide services in addition to shifting work to a lower position title to perform.

### Business and Professions Tax Rates

- Administrative Fee - New Business One Time 6 Month License Application
- Administrative Fee - Annual Renewal (Including $31 Business License Technology Fee)
- Business License Certificate - duplicate copy

### TOT and Business License Reports

These four reports will not have an impact on revenue. The was no volume associated with these fees in the past year.

- Motel Tax Master (name/address listing)
- Individual TOT Report
- Vacation Home Rental Master Report
- Vacation Home Rental Label Report

### Miscellaneous

Return Check (NSF) Processing – 1st check was increased by CPI but is set by statue and should be reduced to $25.

The full list of the proposed fees can be found in section 5 of this report.

## FIRE

The South Lake Tahoe Fire Rescue Division provides essential life-safety services, including emergency medical response, fire suppression, rescue, hazardous-materials mitigation, wildfire prevention, and community risk-reduction. Because these services require highly trained staff, specialized equipment, and constant readiness, service fees must be reviewed and updated regularly to reflect the true cost of service, meet the City's cost-recovery goals, and sustain reliable emergency response in a community with significant seasonal demand and unique public-safety risks.

The cost analysis results for Fire Rescue fees is shown below.

| FEE AREA | COST OF FEE RELATED SERVICES | CURRENT USER FEE REVENUE | COST RECOVERY RATE | GENERAL FUND SUBSIDY | PROJECTED REVENUE FROM PROPOSED FEES | COST RECOVERY RATE AT PROPOSED FEES | PROJECTED REVENUE INCREASE |
|---|---|---|---|---|---|---|---|
| Fire Rescue | $785,699 | $159,490 | 20% | $626,209 | $206,661 | 26% | $47,171 |

The cost analysis for the Fire Recue shows an overall cost recovery of $159,490 (20%) current fee revenue with a cost of $785,699 leaving (80%) uncollected costs.

If staff fee recommendations are adopted, estimated annual revenue would increase to $206,661, an increase of $47,171 These projections are estimates only; actual revenues depend on activity levels, compliance, billing and collection practices, and any future changes to fee structures or City policies.

A significant portion of uncollected revenue is attributable to Fire Advanced and Basic Life Support services, which are rarely reimbursed at full cost. Insurance providers typically cover only a portion of actual expenses, creating a gap between true service costs–including personnel, equipment, supplies, and overhead–and amounts recovered. City staff estimate that only 25–30% of actual service costs are currently collected.

## Updates to the Fee Schedule

GCP collaborated with the division's staff to align fees with the services provided, confirming that the existing structure was well organized and effectively serving the City. Only a few minor adjustments were made to the overall layout of the fee schedule.

The current Fire Rescue fee schedule includes 60 fees, encompassing flat fees, actual cost, hourly rates, and fines. Following this study, 15 obsolete fees are recommended for removal, resulting in a proposed schedule of 45 fees.

The proposed Fire Rescue fees changes include:

New Fees:

- Ceremonial/Special Permit – Flat Fee
- Tree Removal Permit – Flat Fee
- Basic Fire Inspection, after hours – Per Hour
- Fire Processing Permit Fee – Flat Fee

### Fee Removal:

- Following a comprehensive review, select fees are being removed to better align the fee schedule with current service delivery practices, cost recovery principles, and legal requirements. This update helps simplify the fee structure while ensuring fees are applied only where a clear and supportable relationship exists between the service provided and the fee charged. Below is a consolidated list of those services and a brief description of why it's being removed.

| Fee | Removal Reason |
|---|---|
| EMS: Advanced/Basic Life Support – with standby to support air ambulance transport, incident response | Not charged separately. EMS services are billed under a flat-rate structure, making an additional standby fee unnecessary. |
| EMS: Advanced/Basic Life Support – with engine standby for CPR, incident response | Not charged separately. EMS services are provided under a flat-rate fee regardless of the level or type of medical response. |
| County Fire Services: Lake Valley Fire District Contract | Fees are not charged to other fire agencies. Services are addressed through interagency agreements or invoicing as needed, not user fees. |
| County Fire Services: Fallen Leaf Fire District Contract | Fees are not charged to other fire agencies. Services are handled through interagency agreements or invoicing as needed, not user fees. |
| Wild Land Suppression: Ladder Truck | Ladder trucks are not deployed on wildland incidents. |
| Pipeline/Power Lines: Fire Hydrant Flow Test | Hydrant flow testing is no longer performed by the Fire Department; hydrants are owned and maintained by STPUD. |
| Pipeline/Power Lines: Witnessed Acceptance Test | The Fire Department does not perform witnessed acceptance testing. |
| Open Burning and Recreational Fires | Open burning and recreational fires are not permitted within city limits. |
| Photographs | No fee is charged. Public records requests are processed through the City Clerk's Office, which may assess fees as applicable. |
| Video Tape Duplication | No fee is charged. Public records requests are processed through the City Clerk's Office, which may assess fees as applicable. |
| Per Event Inspection | Per-event inspections are not required for fire dancers holding a valid annual permit, as safety requirements are already demonstrated and approved. |
| Suppression Sys – 50 hds / Dry Chem Sys | Consolidated into the automatic alarm/suppression system fee. |
| Suppression Sys – 200 hds | Consolidated into the automatic alarm/suppression system fee. |
| Board & Care Facility (7–50) | Consolidated into the daycare facility fee. |
| Board & Care Facility (50+) | Consolidated into the daycare facility fee. |
| Special Event / Fire Inspections (3 hour min if conducted outside regular work hours) | Already Covered in Fire Inspection Fee |
| Auto Alarm/~~Ext~~ Supression System - ~~100~~ 1-99 | Duplicate Fee - Already covered |
| Auto Alarm/~~Ext~~ Supression- 100+ | Duplicate Fee - Already covered |

## Fee Restructuring

- Eleven fees are proposed to be converted from hourly rates to flat fees, as staff were unaware, they were listed as hourly and they were never intended or charged as such.

The full list of the proposed fees can be found in section 5 of this report.

# PARKS AND RECREATION

In phase I of the Parks and Recreation fee analysis, GCP focused on the fees for the new Recreation and Aquatics Center that is scheduled to open in spring 2026. On November 4, 2025, the City Council adopted the new Recreation and Aquatics Center fee schedule which is referenced in Appendix A of this study.

Phase II of the Parks and Recreation fee study represents the analysis of the remaining fee related program categories listed below:

- Outdoor Park Facility Rentals: Picnic Shelters and Picnic Areas
- Outdoor Park Facility Rentals: Regan Beach West
- Special Event Facility Rentals (large scale events): Lakeview Commons; Bijou Park (entire park), Regan Beach
- Bijou Golf Course
- Campground
- Boat Ramp

The revenues for these program categories have been updated since the phase I report was issued. The results for the phase II service category analysis are shown below:

| FEE AREA | COST OF FEE RELATED SERVICES | CURRENT USER FEE REVENUE | COST RECOVERY RATE | GENERAL FUND SUBSIDY | PROJECTED REVENUE FROM PROPOSED FEES | COST RECOVERY RATE AT PROPOSED FEES | PROJECTED REVENUE INCREASE |
|---|---|---|---|---|---|---|---|
| Parks and Recreation | $993,730 | $656,249 | 66% | $337,481 | $691,038 | 70% | $34,789 |

The user fee cost analysis for the remaining Parks and Recreation program categories show an overall cost recovery of $656,249 (66%) with $337,481 (34%) unrecovered. If staff recommendations are adopted, projected revenue would be $691,038 (70%) for an increase of $34,789.

Part of the unrecovered costs comes directly from the state capped fees for the Boat Ramp which shows an overall cost recovery of $36,464 (21%) with a cost of $169,971, leaving $133,507 (79%) unrecovered or subsidized by the city.

The individual program category results are listed below:

| City of South Lake Tahoe<br>Parks and Recreation | Service Category Name | CURRENT REVENUE | TOTAL ANNUAL COST | CURRENT COST RECOVERY % |
|---|---|---|---|---|
| 29 | Outdoor Park Facility Rentals: Picnic Shelters and Picnic Areas | $ 5,091.00 | $ 28,102.93 | 18% |
| 30 | Outdoor Park Facility Rentals: Regan Beach West | $ 25,902.00 | $ 28,102.93 | 92% |
| 31 | Special Event Facility Rentals (large scale events): Lakeview Commons; Bijou Park (entire park), Regan Beach | $ 6,504.00 | $ 25,756.16 | 25% |
| 39 | Bijou Golf Course | $ 203,765.00 | $ 437,754.38 | 47% |
| 40 | Campground | $ 378,524.00 | $ 304,042.63 | 124% |
| 41 | Boat Ramp | $ 36,464.00 | $ 169,970.56 | 21% |

Many of the fees within the phase II categories represent facility rentals or use of government property. In 2010, Proposition 26 was adopted and states that user fees are limited to the "estimated reasonable cost of providing a service" by Government Code section 66014(a) and other supplementary legislation. In particular, Proposition 26 established that fees charged for the use of government property are exempt from Proposition 26. These include fees for parks and facility rentals as well as green fees, carts, and other equipment rental fees. All of these fees may be set at a price the market will bear.

Based on the overall results, GCP performed a comparison survey of various outdoor park facility rentals, 9-hole golf courses, and campgrounds. It is common for agencies to want to compare their fees to other agencies, however, it is important to note that not all facilities may be an apples-to-apples comparison. For example, a straight comparison of a 9-hole golf course does not take into account the quality or condition of the course or whether or not the facility offers a club house or other amenities. A comparison survey can provide some guidance when looking at the key considerations but ultimately staff's comments were heavily considered when making the final recommendations.

Other key considerations that were taken into account when setting the recommendations included:

- Price Elasticity of Demand: When proposing fee recommendations, the elasticity of demand for the service should be considered. For example, will raising the fee result in a loss of participants or number of rentals or is the demand there to sustain participation levels.

- **Competition:** Certain services, such as facility rentals, may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available.

The following represent some of the highlighted fee changes:

Outdoor Park Facility Rentals: Picnic Shelters and Picnic Areas and Regan Beach West - GCP recommends that the fees under this program category increase by CPI.

Special Event Facility Rentals (large scale events): Lakeview Commons; Bijou Park and Regan Beach

Currently there are two tiers for the Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental: attendance up to 500 persons and attendance 501-1,000 persons. Staff recommend adding a third tier for attendance 1,001-2,000 persons and adjusting the fees for the three tiers. (see below)

| Fee Name | Current Fee | | Proposed Fee | | Comments |
|---|---|---|---|---|---|
| Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance up to 500 persons | $1,091 | Per Day | $800 | Per Day | Reduced by 27% |
| Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 501-1,000 persons | $1,364 | Per Day | $1,364 | Per Day | Increase by CPI |
| Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 1,001-2,000 persons | *New* | Per Day | $1,900 | Per Day | Increase fee from $1,364 to $1,900 which is a 39% increase |

Other fee changes under this program category include:

- Increase in the Bijou Community Park Parking Lot Rental and the Community Playfield Parking Lot Rental fee
- New fee added for the Bijou Community Park Lawn Space (up to 100 persons)
- Bijou Bike Park or Skate Park Rental and Disc Golf Course Rental for Tournaments & Special Events (Bijou Park) to increase by CPI.
- Facility Rental Setup Fee increase to match newly adopted fee on the Recreation and Aquatic Center fee schedule.

Bijou Golf Course

Fees are recommended to increase by 10% resulting in $18,872 in additional revenue.

Two new fees are recommended:

- Individual Senior Season Pass (no restrictions)
- Individual Junior Season Pass (no restrictions)

Campgrounds

All but one fee is recommended to stay the same with no increase. The one exception is listed below:

- Campground Site Fee - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee). This fee is recommended to increase 5%, resulting in $15,917 in additional revenue.

In addition to the phase II fees reviewed, staff recommend adding two new fees to the new Recreation and Aquatics Center fee schedule.

a. Family Dance
b. Gym Sports Event (per team)
c. Family Annual Pass (1 adult and 1 child)
d. Stage Rental Fee (Gym Rental, Pool Rental, Dance Fitness, Community Room and Event Space

The full list of the proposed fees can be found in section 5 of this report.

# PLANNING

The City's planning, land use and zoning services are intended to protect, maintain and develop an attractive, safe, and healthy community by providing planning services to the general public, project applicants, and other City Departments.

The Planning division is responsible for reviewing and processing permits and applications for development

The cost analysis for Planning shows an overall cost of processing development projects of $497,592 while generating associated revenue of $340,255, for a 68% cost recovery rate.

If proposed fee adjustments are adopted, annual revenue will increase to approximately $497,259 for an increase of $157,034. These projections are estimates only; actual revenues depend on activity levels, compliance, billing and collection practices, and any future changes to fee structures or City policies.

| FEE AREA | COST OF FEE RELATED SERVICES | CURRENT USER FEE REVENUE | COST RECOVERY RATE | GENERAL FUND SUBSIDY | PROJECTED REVENUE FROM PROPOSED FEES | COST RECOVERY RATE AT PROPOSED FEES | PROJECTED REVENUE INCREASE |
|---|---|---|---|---|---|---|---|
| Planning | $497,592 | $340,225 | 68% | $157,367 | $497,259 | 100% | $157,034 |

# POLICE

The Police department is primarily responsible for maintaining community quality of life by providing contemporary police response systems to meet the community's expectations for service. The majority of services provided are not user fee related. However, the department does provide specific services which directly benefit an individual or business rather than the community as a whole and where a user fee charge is appropriate.

| FEE AREA | COST OF FEE RELATED SERVICES | CURRENT USER FEE REVENUE | COST RECOVERY RATE | GENERAL FUND SUBSIDY | PROJECTED REVENUE FROM PROPOSED FEES | COST RECOVERY RATE AT PROPOSED FEES | PROJECTED REVENUE INCREASE |
|---|---|---|---|---|---|---|---|
| Police | $171,158 | $133,960 | 78% | $37,198 | $145,455 | 85% | $11,495 |

Several of the departments fees are restricted by the State of California. These fees have been proposed at the State prescribed amount. The remainder of fees are proposed for 100% cost recovery. The total cost of providing fee-eligible services annually is $171,158, while related revenue generated is $133,960 for a $37,198 subsidy. A combination of fee increases and decreases are proposed for a net $11,495 revenue increase.

# 5 FEE ANALYSIS AND RECOMMENDATIONS

## CITYWIDE RECOMMENDATIONS

1. GCP recommends the department update its user fees in non-study years by an annual inflation index to keep fees more closely aligned with staffing costs. We recommend the following index be applied as part of the regular budget cycle:

    - Bureau of Labor Statistics Consumer Price Index (CPI), San Francisco-Oakland-Hayward, December release.

    Certain fees are exempt from these annual indexed adjustments, such as percentage-based fees or those limited by the State or Federal government to a specific dollar amount.

2. GCP recommends the City monitor the revenue generated by new and adjusted fees and performing a check at both six months and one year to ensure that new and restructured fees are performing the way they were intended.

3. GCP recommends that South Lake Tahoe conduct a detailed analysis at least every three to five years, with minor adjustments, such as new fees arising from new legislation, be incorporated as needed.

## ANALYSIS AND RECOMMENDATIONS BY DEPARTMENT/DIVISION

The following pages present GCP's analysis and proposed fee for each user-fee related service.

# Building

| City of South Lake Tahoe Building<br>Fee Category | PER UNIT ANALYSIS<br>Current Fee | Fee Description | Cost Per Unit | Cost Recovery | Proposed Cost Recovery | Proposed Fee |
|---|---|---|---|---|---|---|
| 1 Building Permit Fee | 2% | % of valuation | 2% | 100% | 100% | 2% valuation |
| 2 Administrative Processing | $128 | per hour/ 1 hr min. | $128 | 100% | 100% | $151 per hour / 1 hr min. |
| 3 Active Building Permit Extension | $191 | each | $191 | 100% | 100% | $191 each |
| 4 Building Plan Review Extension | $191 | each | $191 | 100% | 100% | $191 each |
| 5 Building Plan Review | $128 | per hour / 1 hr min. | $128 | 100% | 100% | $128 per hour / 1 hr min. |
| 6 Stop Work Notice of Violation | $428 | each | $428 | 100% | 100% | $428 each |
| 7 Stop Work/Red Tag Permit Fee | 2x pmt | each | n/a | n/a | n/a | 2x pmt |
| 8 Special Building Inspections | $177 | per hour / 1 hr min. | $177 | 100% | 100% | $177 per hour / 1 hr min. |
| 9 Building Inspection/Reinspection Fee | $177 | each | $177 | 100% | 100% | $177 each |
| 10 Document Printing & Copying | $0.10 | per page | $0.10 | 100% | 100% | $0.10 per page |
| 11 Permit Technology Fee | $13 | each permit | $31 | 42% | 100% | $31 each permit |
| 12 Illegal Unit Review | $1,107 | each | $1,107 | 100% | 100% | $1,107 each |
| 13 Admin Fee for Cost of Collection on Liens, Nuisance, etc. | 25% | % of collection costs | 25% | 100% | 100% | 25% of collection costs |
| 14 Temporary Certificate of Occupancy Application | $177 | each | $177 | 100% | 100% | $177 each |
| 15 Demolition Permit | $440 | each | $440 | 100% | 100% | $440 each |
| 16 Resid. Fire Sprinkler Insp: 1-50 heads | $248 | per inspection | $248 | 100% | 100% | $248 per insp |
| 17 Resid. Fire Sprinkler Insp: 51+ heads | $604 | per inspection | $604 | 100% | 100% | $604 per insp |
| 18 Resid. Fire Plan Review | $128 | hourly | $128 | 100% | 100% | $128 hourly |
| 19 General Plan/ Community Plan/Area Plan Maint Fee | $1.15 | construction valuation | $1.15 | 100% | 100% | $1.15 const val |
| 21 Re-check Fee (4th + each add'l check) | NEW | each | NEW | 100% | 100% | $256 each |
| 22 Fees for work not specifically identified elsewhere | NEW | hourly | NEW | 100% | 100% | $177 hourly |

# BUILDING DIVISION
## Total Cost vs Total Revenue Matchup
*2024 ACTUALS*

## REVENUE

| 10003110 BUILDING & SAFETY REVENUE | ALL SOURCES | USER FEE |
|---|---|---|
| 33132 Federal ARP Act Funding | $9,408 | $9,408 |
| 34008 TRPA MOU | $134,428 | $134,428 |
| 34140 Building Fees | $1,538,398 | $1,538,398 |
| 34180 Printing & Duplicating | $19 | $19 |
| 34230 Fire-Prev Special Inspect Fees | $153,184 | $153,184 |
| 36322 Trans in From Bldg Permits (271) | $250,000 | $250,000 |
| **10003112 MFD REVENUE** | **ALL SOURCES** | **USER FEE** |
| 32900 Penalty & Interest | $31,549 | |
| 34151 MFD Annual Fee | $160,481 | $160,481 |
| 34154 SRO Fee | $48,988 | $48,988 |
| **27103110 REVENUE** | **ALL SOURCES** | **USER FEE** |
| 34140 Building Fees | $502,076 | |
| 35310 Interest/Dividends | $70,354 | |
| **2024 ACTUAL USER FEE REVENUE** | | **$2,294,906** |

## EXPENSES

| 10003110 BUILDING & SAFETY EXPENSES | ALL SOURCES | USER FEE |
|---|---|---|
| STAFFING | $489,092 | $489,092 |
| BENEFITS | $220,316 | $220,316 |
| CONTRACT SERVICES | $416,306 | $416,306 |
| OTHER EXPENSES | $20,544 | $20,544 |
| CITYWIDE INDIRECT COST | $222,659 | $222,659 |
| **10003112 MFD EXPENSES** | **ALL SOURCES** | **USER FEE** |
| STAFFING | $154,251 | $154,251 |
| BENEFITS | $57,323 | $57,323 |
| OTHER EXPENSES | $435 | $435 |
| CITYWIDE INDIRECT COST | $32,707 | $32,707 |
| **27103110 EXPENSES** | **ALL SOURCES** | **USER FEE** |
| CITYWIDE INDIRECT COST | $5,334 | $227,993 |
| **TRANSFER IN FROM LR PLANNING** | **ALL SOURCES** | **USER FEE** |
| PLANNING SUPPORT TO BUILDING | | $211,176 |
| **TRANSFER IN FROM FIRE** | **ALL SOURCES** | **USER FEE** |
| FIRE SUPPORT TO BUILDING | | $50,000 |
| | | |
| **TRANSFER IN FROM PUBLIC WORKS** | **ALL SOURCES** | **USER FEE** |
| PW SUPPORT TO BUILDING | | $50,000 |
| **2024 ACTUAL EXPENSES** | | **$2,152,802** |
| **NET REVENUE SURPLUS** | | **$142,104** |

# City Clerk

| City of South Lake Tahoe - City Clerk | | PER UNIT ANALYSIS | | | | | |
|---|---|---|---|---|---|---|---|
| | Fee Category | Current Fee | Fee Description | Current Cost Per Unit | Current Cost Recovery | Recommended Cost Recovery | Proposed Fee |
| 1 | Appeals | $380 | Per appeal | $1,253 | 30% | 100% | $1,253 Per appeal |
| 2 | Document Printing and Copying - .10 per page plus postage | $0.10 | Per document page | $0.10 | 100% | 100% | $0.10 Per document page |
| 3 | City Council Chambers Use Application Fee | $28 | Per application | $35 | 80% | 100% | $35 Per application |
| 4 | City Council Chambers Rental, M-F, 8-5 p.m. | $44 | Per Hour | $50 | 88% | 100% | $50 Per Hour |
| 5 | Video Meeting Electronic File Transfer, 1 per Drive | $5 | Per Thumb Drive | $5 | 100% | 100% | $5 Per Thumb Drive |
| 6 | Verbatim Transcript Service | $0 | Hourly or Actual Outsource Cost | $0 | 0% | 100% | Hourly or Actual Outsource Cost |
| 7 | Notary Service | $15 | Per form | $15 | 100% | | $15 Per form |
| 8 | Notary Service - Providing California Notary Acknowledgement or Jurat Form | $1 | Per form | $1 | 100% | | $1 Per form |
| 9 | Agenda Mailing Service, .10 per page plus postage | $0.10 | Per page plus postage | $0 | 100% | | $0.10 Per page plus postage |
| 10 | Filming Application Fee Basic | $197 | Fixed Fee | $164 | 120% | 100% | $164 Fixed Fee |
| 11 | Public Property Use Fee (for filming only) | $767 | Change to See Facility Rental Fee Schedule | $0 | 0% | | See Facility Rental Fee Schedule |
| 12 | Temporary Sign Deposit (yard signs) | $174 | Refundable Deposit (Campaign) | $0 | 0% | | $174 Refundable Deposit (Campaign) |
| 13 | City Council AV Service Fee | $0 | New Fee: Per Hour (1 hour minimum) | $99 | 0% | 100% | $99 New Fee: Per Hour (1 hour minimum) |
| 14 | Film Application Fee Special | $0 | New Fee: Applications that require additional City Clerk, Fire, Police or Public Works, review will be charged the hourly rate of the Department Head reviewing the Permit Application. | $192 | 0% | 100% | $192 New Fee: Applications that require additional City Clerk, Fire, Police or Public Works, review will be charged the hourly rate of the Department Head reviewing the Permit Application. |
| 15 | Film Appliation Fee Rush (less than 7 business days) | $0 | New - Base Fee x 1.5 | $0 | 0% | | $0 New - Base Fee x 1.5 |
| 16 | Film Permit Change Fee | $0 | New - Fixed Fee | $132 | 0% | 100% | $132 New - Fixed Fee |
| 17 | Airport Commercial Filming | $0 | Airport Commercial Filming will be processed by Airport Manager | $0 | 0% | | $0 Airport Commercial Filming will be processed by Airport Manager |

# Engineering

| City of South Lake Tahoe<br>Public Works - Engineering | PER UNIT ANALYSIS | | | | | |
|---|---|---|---|---|---|---|
| Fee Category | Current Fee | Fee Description | Cost Per Unit | Cost Recovery | Proposed Cost Recovery | Proposed Fee |
| 1 Street/Property Abandonment | $3,277 | flat | $2,855 | 115% | 100% | $2,855 flat |
| 2 Single-Family Residential PW plan review | $128 | per hour | $145 | 88% | 100% | $145 per hour |
| 3 Multi-Family Residential PW plan review (6 units or less) | $128 | per hour | $145 | 88% | 100% | $145 per hour |
| 4 Large Multi-Family Residential PW plan review (7 or more units) | $1,711 | flat | $145 | n/a | 100% | $145 per hour |
| 5 Commercial Development/Redev PW plan review | $128 | per hour | $145 | 88% | 100% | $145 per hour |
| 6 GIS Fee (special requests for information/maps) | $347 | flat | $309 | 112% | 100% | $309 flat |
| 7 Grading: <10 cubic yards (no fee) | $0 | free | $0 | n/a | n/a | $0 free |
| 8 Grading: 10+ cubic yards | $566 | flat | $754 | 75% | 100% | $754 flat |
| 9 ~~Grading: 8 - 350 cubic yards~~ | $957 | REMOVE | n/a | n/a | n/a | REMOVE |
| 10 ~~Grading: 351+ cubic yards~~ | $2,468 | REMOVE | n/a | n/a | n/a | REMOVE |
| 11 Parcel Merger/Lot Line Adjustment/ Parcel Maps | $128 | per hour | $145 | 88% | 100% | $145 per hour |
| 12 Final Subdivision Map | $128 | per hour | $145 | 88% | 100% | $145 per hour |
| 13 Tentative Subdivision Map | $128 | per hour | $145 | 88% | 100% | $145 per hour |
| 14 Obstruction Permit | $307 | flat | $340 | n/a | n/a | $340 flat |
| 15 Encroachment (street cut) Permit/Minor | $766 | flat | $340 | 226% | 100% | $340 flat |
| 16 Encroachment (street cut) Permit/Major | $766 | plus 1.5% of Val over $20k | $503 | 100% | 100% | $503 plus 1.5% of Val over $20k |
| 17 Transportation Yearly Permit | $148 | Set by State | n/a | n/a | n/a | $90 Set by State |
| 18 Transportation Single Permit | $105 | Set by State | n/a | n/a | n/a | $16 Set by State |
| 19 Permit Violation/ Stop Work Fee | $1,532 | flat | n/a | n/a | n/a | $1,532 flat |
| 20 Storm Water Inspection Fee: Commercial | $262 | flat | $293 | 90% | 100% | $293 flat |
| 21 Storm Water Inspection Fee: Commercial Reinspection | $131 | flat | $293 | 45% | 100% | $293 flat |
| 22 Storm Water Inspection Fee: Industrial | $327 | flat | $400 | 82% | 100% | $400 flat |
| 23 Storm Water Inspection Fee: Industrial Reinspection | $131 | flat | $400 | 33% | 100% | $400 flat |
| 24 Easement Request/ Review | $1,417 | flat | $4,368 | 32% | 100% | $4,368 flat |
| 25 Reproduction Fee | $4 | per 23x26" | $13 | 31% | 100% | $13 per 23x26" |
| 26 Street Name Change | actual cost | actual cost | n/a | n/a | n/a | actual cost |

| City of South Lake Tahoe<br>Public Works - Engineering | PER UNIT ANALYSIS | | | | | |
|---|---|---|---|---|---|---|
| Fee Category | Current Fee | Fee Description | Cost Per Unit | Cost Recovery | Proposed Cost Recovery | Proposed Fee |
| 27 Unapproved Work (ROW)/ Correction Fee/ Inspections or Repairs to City Infrastructure | $946 | flat | n/a | n/a | n/a | $946 flat |
| 28 PW Condominimization of Existing Resid. Development | $128 | per hour | $145 | 88% | 100% | $145 per hour |
| 29 PW Inspections/ Re-inspections | $177 | per insp | $145 | 122% | 100% | $145 per hour |
| 30 Third Party Plan Reviews | New Fee | Actual Cost | n/a | n/a | n/a | actual cost |
| 31 Technology Fee | $13 | per permit | $31 | $1 | | $31 per permit |

# Finance

| City of South Lake Tahoe<br>Finance | Fee Category | PER UNIT ANALYSIS<br>Current Fee | Fee Description | Cost Per Unit | Cost Recovery | Proposed Fee | |
|---|---|---|---|---|---|---|---|
| 1 | Administrative Fee - New license application (Including $31 Business License Technology Fee) | $86 | application | $108 | 80% | $108 | application |
| 2 | Administrative Fee - New Business One Time 6 Month License Application | $42 | application | $32 | 131% | $32 | application |
| 3 | Administrative Fee - Annual Renewal (Including $31 Business License Technology Fee) | $68 | application | $63 | 108% | $63 | application |
| 4 | AB1379 (amended SB1186; ADA info and access fee - State of CA mandated; effective 1/1/2018 | $4 | per business certificate | $4 | 100% | $4 | per business certificate |
| 5 | Business License Technology Fee; collected with admin fee | $13 | business application | $31 | 42% | $31 | business application |
| 6 | Business License Certificate - duplicate copy | $19 | certificate | $12 | 158% | $12 | certificate |
| 7 | Lien Release Fee | $0 | lien: Passed on to Seller through Escrow | $372 | 0% | $372 | lien: Passed on to Seller through Escrow |
| 8 | Administrative Fee for Delinquent Refuse Collections | $87 | lien | $87 | 100% | $87 | lien |
| 9 | Delinquent Tax Analysis | $0 | per project: At cost using fully burdened hourly rate | $0 | | | per project: At cost using fully burdened hourly rate |
| 10 | Motel Tax Master (name/address listing) | $63 | per report | $40 | 158% | $40 | per report |
| 11 | Individual TOT Report | $18 | per motel/per year | $17 | 106% | $17 | per motel/per year |
| 12 | Vacation Home Rental Master Report | $68 | per report | $40 | 170% | $40 | per report |
| 13 | Vacation Home Rental Label Report | $63 | per report plus cost of labels | $40 | 158% | $40 | per report plus cost of labels |
| 14 | Business License Master Report, Standard Format | $63 | per report | $79 | 80% | $79 | per report |
| 15 | Business License Master Report Requiring Specific Formatting Due to Information Request | $63 | per report plus fully burdened hourly rate | $79 | 80% | $79 | per report plus fully burdened hourly rate |
| 17 | Returned Check (NSF) Processing - 1st check | $28 | per check | $25 | 112% | $25 | per check |
| 18 | Returned Check (NSF) Processing - Subsequent checks | $35 | per check | $35 | 100% | $35 | per check |

| City of South Lake Tahoe<br>Finance | Fee Category | PER UNIT ANALYSIS<br>Current Fee | Fee Description | Cost Per Unit | Cost Recovery | Proposed Fee |
|---|---|---|---|---|---|---|
| 19 | Geobase Information Service, Research | $0 | At cost using fully burdened hourly rate per project | $112 | 0% | $112 At cost using fully burdened hourly rate per project |
| 20 | Stop Payment Fee | $0 | At cost using actual bank charge per check | $0 | | At cost using actual bank charge per check |

# Fire Department

| City of South Lake Tahoe Fire Department<br>Fee Category | PER UNIT ANALYSIS<br>Current Fee | Fee Description | Current Cost Per Unit | Current Cost Recovery | Proposed Cost Recovery | Proposed Fee |
|---|---|---|---|---|---|---|
| 2 EMS: Advanced/Basic Life Support, incident response | $532 | Hourly --> Flat Rate | $646 | 82% | 93% | $598 |
| 3 ~~EMS: Advanced/Basic Life Support - with standby to support air ambulance transport, incident response~~ | $1,032 | Remove Fee | | | | Remove |
| 4 ~~EMS: Advanced/Basic Life Support - with engine standby for CPR, incident response~~ | $1,032 | Remove Fee | | | | Remove |
| 6 ~~County Fire Services: Lake Valley Fire District Contract~~ | | Remove Fee | | | | Remove |
| 7 ~~County Fire Services: Fallen Leaf Fire District Contract~~ | | Remove Fee | | | | Remove |
| 9 Wild Land Suppression: Support Vehicle | CA OES Rate | CA OES Hourly Rate | | 100% | 100% | CA OES Rate |
| 10 Wild Land Suppression: Pumping Engine | CA OES Rate | CA OES Hourly Rate | | 100% | 100% | CA OES Rate |
| 11 ~~Wild Land Suppression: Ladder Truck~~ | | CA OES Hourly Rate - Remove | | | | Remove |
| 13 Motor Vehicle Accident: Level 1 Basic Response | $1,159 | Hourly --> Flat Rate | $1,406 | 82% | 100% | $1,406 |
| 14 Motor Vehicle Accident: Level 2 Extrication | $1,757 | Hourly --> Flat Rate | $1,879 | 94% | 100% | $1,878 |
| 15 Motor Vehicle Accident: Level 3 Multi Casualty | $2,577 | Hourly --> Flat Rate | $3,337 | 77% | 100% | $3,337 |
| 17 Hazmat Cleanup: Level 1 Basic Response | $771 | Hourly --> Flat Rate | $1,233 | 63% | 100% | $1,232 |
| 18 Hazmat Cleanup: Level 2 Full Alarm Response | $2,577 | Hourly --> Flat Rate | $3,342 | 98% | 100% | $3,341 |
| 20 Bomb Squat Response: Level 1 Full Alarm Response | $1,159 | Hourly --> Flat Rate | $1,233 | 94% | 100% | $1,232 |
| 21 Bomb Squat Response: Level 2 Full Alarm Engine Response plus TD Bomb Unit | $2,577 | Hourly --> Flat Rate | $2,816 | 92% | 100% | $2,816 |
| 23 Pipeline/Power Lines: Level 1 Single Engine | $1,159 | Hourly --> Flat Rate | $1,175 | 99% | 100% | $1,174 |
| 24 Pipeline/Power Lines: Level 2 Full Alarm Engine Response | $2,577 | Hourly --> Flat Rate | $2,643 | 97% | 100% | $2,643 |
| 25 ~~Pipeline/Power Lines: Fire Hydrant Flow Test~~ | $337 | Remove Fee | | | | Remove |
| 26 ~~Pipeline/Power Lines: Witnessed Acceptance Test~~ | $337 | Remove Fee | | | | Remove |
| 27 Pipeline/Power Lines: Fire Watch Service | Actual Cost | Actual Cost | Actual Cost | 100% | 100% | Actual Cost |
| 28 Pipeline/Power Lines: Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control) | $2,577 | Hourly --> Flat Rate | $2,861 | 90% | 100% | $2,860 |
| 31 Level 1 Single Engine - Water Indicents | $1,159 | per incident | $1,237 | 94% | 100% | $1,237 |
| 33 Level 1 in City - Search and Rescue | $819 | Per incident | $1,233 | 66% | 100% | $1,232 |
| 35 False Alarm Responses 1st Offense | $164 | Fine | $526 | 31% | 31% | $164 |
| 36 False Alarm Responses 2nd Offense + | $274 | Fine | $526 | 52% | 52% | $274 |
| 37 ~~Open Burning and Recreational Fires~~ | $273 | Remove Fee | | | | Remove |
| 38 Ceremonial/Special Permit | $0 | New Fee | $70 | 0% | 100% | $70 |
| 39 Arson Investigation - Includes scene safety, investigation, source ID, Arson dog, equipment use, mobile detection and report | Actual Cost | Actual Cost | Actual Cost | 100% | 100% | Actual Cost |
| 40 Fire Investigation Reports | $0 | No Fee | $41 | 0% | 0% | $0 |
| 41 Fire Incident Report | $0 | No Fee | $41 | 0% | 0% | $0 |
| 42 Copies | $0 | Per Page --> No Fee | $0 | 0% | 0% | $0 |
| 43 ~~Photographs~~ | $0 | Remove | | | | Remove |
| 44 ~~Video Tape Duplication~~ | $0 | Remove | | | | Remove |
| 45 Fireworks/Pyrotechnical Display Permit | $448 | flat | $247 | 181% | 100% | $247 |
| 46 Fire Dance Permit Annual Fee | $225 | flat | $189 | 119% | 100% | $189 |
| 47 ~~Per Event Inspection~~ | Per Hour | Remove Fee | | | | Remove |

| City of South Lake Tahoe Fire Department<br>Fee Category | PER UNIT ANALYSIS | | | | | |
|---|---|---|---|---|---|---|
| | Current Fee | Fee Description | Current Cost Per Unit | Current Cost Recovery | Proposed Cost Recovery | Proposed Fee |
| 48 Defensible Space Inspections for AB38 (Real Estate Sale) | $32 | Hourly | $148 | 22% | 66% | $98 |
| 49 Defensible Space Inspections for Homeowners (includes tree marking) | $32 | flat | $148 | 22% | 66% | $98 |
| 50 Tree Removal Permit | $0 | New Fee | $173 | 0% | 43% | $75 |
| 51 ~~Special Event / Fire Inspections (3 hour min if conducted outside regular work hours)~~ | $177 | Remove Fee | | | | Remove |
| 53 Misc. Event Standby | $0 | CA OES Hourly Rate | $338 | 0% | 100% | $337 |
| 55 ~~Auto Alarm/Ext Supression System - 100 1-99~~ | $248 | Per Inspection | | | | Remove |
| 56 ~~Auto Alarm/Ext Supression- 100+~~ | $445 | Per Inspection | | | | Remove |
| 57 ~~Suppression Sys-50 hds/Dry Chem sys~~ | $248 | Remove Fee | | | | Remove |
| 58 ~~Suppression Sys-200 hds~~ | $604 | Remove Fee | | | | Remove |
| 59 Underground Main Inspection <2” | $121 | Per Inspection | $222 | 54% | 100% | $222 |
| 60 Underground Main Inspection >2” | $248 | Per Inspection | $222 | 112% | 100% | $222 |
| 62 ~~Board 7 Care Facility 7-50~~ | $138 | Remove Fee | | | | Remove |
| 63 ~~Board 7 Care Facility 50+~~ | $343 | Remove Fee | | | | Remove |
| 64 Day Care Facility 6+ | $128 | Per Inspection | $222 | 58% | 89% | $198 |
| 65 Fire Plan Review - Commercial, MFD, Special Event | $263 | Per Hour | $199 | 132% | 100% | $199 |
| 66 Basic Fire Inspection, <1k k sq. ft. | $96 | flat | $173 | 56% | 100% | $173 |
| 67 Basic Fire Inspection, 1k - 4k sq. ft. | $134 | flat | $222 | 60% | 100% | $222 |
| 68 Basic Fire Inspection, 4k - 9k sq. ft. | $161 | flat | $272 | 59% | 100% | $271 |
| 69 Basic Fire Inspection, >9 k sq. ft. | $204 | flat | $346 | 59% | 100% | $345 |
| 70 Basic Fire Inspection - Hourly, after 4 hours | $0 | New Fee | $99 | 0% | 100% | $99 |
| 71 Child Care Inspection Occupancy Permit Non-Home | $109 | flat | $173 | 63% | 100% | $173 |
| 72 Child Care Inspection Occupancy Permit Home | $109 | flat | $173 | 63% | 100% | $173 |
| 73 Miscellaneous Fire Services | Actual Cost | Actual Cost | Actual Cost | 100% | 100% | Actual Cost |
| 74 Fire Inspection/Re-Inspection (Including Special Events) | $177 | Per Hour | $177 | 100% | 100% | $177 |
| 75 Operational Permit and Inspection CFC 105.6 - not including inspection | $254 | flat | $247 | 103% | 100% | $247 |
| 76 Fire Processing Permit Fee | | New | $151 | | 100% | $151 |

# Parks and Recreation

| City of South Lake Tahoe Parks and Recreation | PER UNIT ANALYSIS | | | | | |
|---|---|---|---|---|---|---|
| **Fee Category** | **Current Adopted Fee 3/25/2025** | **Fee Description** | **Program Recovery Percentage** | **Proposed Fee** | **Current Revenue** | **Projected Revenue** |
| **Outdoor Park** | | | | | | |
| **Outdoor Park Facility Rentals** | | | | | | |
| Alcohol Use Permit, City Sanctioned Public/Private Outdoor Facilities | $66 | Each | | $66 | $576 | $576 |
| Bijou Park, Kiwanis Picnic Shelter (4 Hours) | $173 | 4 Hour Block | | $173 | $2,096 | $2,096 |
| Bijou Park, Rotary Picnic Shelter (4 Hours) | $173 | 4 Hour Block | | $173 | $2,419 | $2,419 |
| Recreation Complex Group Picnic Areas (4 Hours) | $173 | 4 Hour Block | | $173 | $0 | $0 |
| Gazebos and Picnic Areas beyond 4 hour minimum rental | $46 | Hourly After 4 Hours | | $46 | $0 | $0 |
| Private Rental: Regan Beach West (Per Hour; 2-Hour Minimum) (Rents for Wedding and special events) | $222 | Mon-Thur $/hr | | $222 | $738 | $738 |
| | $287 | Fri & Sun $/hr | | $287 | $7,200 | $7,200 |
| | $349 | Sat $/hr | | $349 | $17,964 | $17,964 |
| Late Payment Penalty Fee | 10% of total rental fee due | 10% of total rental fee due | | 10% of total rental fee due | | |
| **Public Special Event Park Rentals** | | | | | | |
| Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance up to 500 persons | $1,091 | Per Day | | $800 | $0 | $0 |
| Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 501-1,000 persons | $1,364 | Per Day | | $1,364 | $0 | $0 |
| Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 1,001-2,000 persons | *New* | Per Day | | $1,900 | $0 | $0 |
| Bijou Community Park Lawn Space (up to 100 persons) | *New* | Per Hour | | $50 | $0 | $0 |
| Bijou Bike Park or Skate Park Rental | $254 | Per Day | | $254 | $2,381 | $2,381 |
| Disc Golf Course Rental for Tournaments & Special Events (Bijou Park) | $267 | Per Day | | $267 | $801 | $801 |
| Bijou Park Concession (absent lease agreement) | $299 | Per Day | | $299 | $1,637 | $1,637 |
| Bijou Community Park Parking Lot Rental | $105 | Per Day | | $215 | $0 | $0 |
| Community Playfield Parking Lot Rental | $105 | Per Day | | $215 | $0 | $0 |

| City of South Lake Tahoe<br>Parks and Recreation | PER UNIT ANALYSIS | | | | | |
|---|---|---|---|---|---|---|
| **Fee Category** | **Current Adopted Fee**<br>**3/25/2025** | **Fee Description** | **Program Recovery Percentage** | **Proposed Fee** | **Current Revenue** | **Projected Revenue** |
| Facility Rental Setup Fee | $43 | Per Hour Per Staff | | $48 | $0 | $0 |
| Special Event Vendor Fee | Not to Exceed $125 per event | Not to Exceed $125 per event | | Not to Exceed $125 per event | $1,575 | $1,575 |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | | 25% Off Base Rate | | |
| Late Payment Penalty Fee | 10% of total rental fee due | 10% of total rental fee due | | 10% of total rental fee due | | |
| Group Rentals may be subject to $500 minimum or $1500 maximum security deposit and/or cleaning fees at the discretion of the City of South Lake Tahoe | $500 | $500 (Security Deposit) | | $500 minimum or $1,500 Maximum security deposit and/or cleaning fees | | |
| Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe | $15 Minimum or $50 Maximum | $15 (Cancellation Fee) | | $15 Minimum or $50 Maximum | $110 | $110 |
| **Golf Course** | | | | | | |
| 9 Hole | $20 | Each | | $22 | $77,765 | $85,542 |
| 9 Hole Senior | $18 | Each | | $20 | $36,990 | $40,689 |
| 9 Hole Junior (17 and under) | $11 | Each | | $12 | $1,408 | $1,549 |
| 9 Hole Family (1 adult & 1 Junior (17 and under) | $24 | Each | | $26 | $9,000 | $9,900 |
| Add 9 Holes | $13 | Each | | $14 | $2,184 | $2,402 |
| Twilight (last 2 hours of tee times) | $17 | Each | | $19 | $18,258 | $20,084 |
| Cart Rental | $5 | Each | | $6 | $16,540 | $18,194 |
| Club Rental | $17 | Each | | $17 | $15,045 | $15,045 |
| **Golf Course Passes** | | | | | | |
| 20 Use | $280 | Each | | $308 | $26,575 | $29,232 |
| 10 Use | $155 | Each | | $171 | | |
| 10 Use Twilight (last 2 hours of daylight) | $130 | Each | | $143 | | |
| 10 Use Senior | $140 | Each | | $154 | | |
| 10 Use Family (1 Adult & 1 Junior (17 and under) | $180 | Each | | $198 | | |

| City of South Lake Tahoe<br>Parks and Recreation | PER UNIT ANALYSIS | | | | | |
|---|---|---|---|---|---|---|
| **Fee Category** | **Current Adopted Fee**<br>**3/25/2025** | **Fee Description** | **Program Recovery Percentage** | **Proposed Fee** | **Current Revenue** | **Projected Revenue** |
| 10 Use Junior (17 and under) | $85 | Each | | $94 | | |
| Individual Adult Season Pass (no restrictions) | $450 | Each | | $495 | | |
| Individual Senior Season Pass (no restrictions) | *New* | Each | | $450 | | |
| Individual Junior Season Pass (no restrictions) | *New* | Each | | $450 | | |
| Administrative Fee for replacement of annual passes only | $10 | Each | | $10 | | |
| Bijou Golf Course use in partnership with Boys and Girls Club | No Charge | No Charge | | No Charge | | |
| **Campground** | | | | | | |
| Campground Site Fee - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee) | $45 | Per Day | | $47 | $318,340 | $334,257 |
| Standard Cabin (includes $10 infrastructure fee) | $90 | Per Day | | $90 | $0 | $0 |
| Reservation Fee (non-refundable) | $10 | Each | | $10 | $32,805 | $32,805 |
| Cancellation Fee (Inside 30 days from arrival date) | $50 | One night rental fee | | $50 | $7,747 | $7,747 |
| Cancellation Fee (Outside 30 days of arrival date) | $10 | Each | | $10 | $1,480 | $1,480 |
| Dump Fee (charged to campers not staying in our campground) | $15 | Each | | $15 | $1,911 | $1,911 |
| Extra person | $6 | Each | | $6 | $3,138 | $3,138 |
| Visitor Day Use | $5 | Each | | $5 | $5 | $5 |
| Pets | $2 | Each | | $2 | $5,112 | $5,112 |
| Extra Vehicle (no holding tanks) | $6 | Each | | $6 | $7,650 | $7,650 |
| Motorcycles and Electric Scooters | $3 | Each | | $3 | $6 | $6 |
| Late Checkout Fees | $10 | Per Site | | $10 | $330 | $330 |
| **Boat Ramp*** | | | | | | |
| Day Use | $17 | Per Day | | $17 | $36,464 | $36,464 |
| Annual Pass | $138 | Each | | $138 | | |

| City of South Lake Tahoe<br>Parks and Recreation | PER UNIT ANALYSIS | | | | | |
|---|---|---|---|---|---|---|
| **Fee Category** | **Current Adopted Fee**<br>**3/25/2025** | **Fee Description** | **Program Recovery Percentage** | **Proposed Fee** | **Current Revenue** | **Projected Revenue** |
| ***The Division of Boating and Waterways currently limits these fees to $17 for Day Use and $138 for an Annual Pass.** | | | | | | |
| **Recreation and Aquatic Center** | | | | | | |
| Family Dance | *New* | Per Person (Adults and Children) | | $15 | $0 | $0 |
| | *New* | Children under 2 are free | | Free | $0 | $0 |
| Gym Sports Event | *New* | Per Team | | $40 | $0 | $0 |
| Family Annual Pass (1 adult & 1 child) | *New* | Each | | $560 | $0 | $0 |
| Stage Rental Fee (Gym Rental, Pool Rental, Dance Fitness, Community Room and Event Space) | *New* | | | $150 | $0 | $0 |

# Planning

| City of South Lake Tahoe Planning<br>Fee Category | PER UNIT ANALYSIS<br>Current Fee | Fee Description | Cost Per Unit | Cost Recovery | Proposed Cost Recovery | Proposed Fee |
|---|---|---|---|---|---|---|
| 1 Deposit - Building Permit | $1,000 | Deposit | n/a | n/a | n/a | $1,000 Deposit |
| 2 ~~Residential Permit Processing~~ | $784 | REMOVE | n/a | n/a | n/a | REMOVE |
| 3 Allocation Application Processing | $784 | Flat | $951 | 82% | 100% | $950 Flat |
| 8 Inclusionary Housing Plan Check Process | NEW | Flat | $152 | n/a | 100% | $150 Flat |
| 13 Major General Planning Application | $3,219 | Flat | $5,785 | 56% | 100% | $5,780 Flat |
| 14 Minor General Planning Application | $1,019 | Flat | $4,301 | 24% | 100% | $4,300 Flat |
| 15 Permit Revision and/or Extension | $600 | Flat | $1,294 | 46% | 100% | $1,290 Flat |
| 16 Categorical Exemption | $82 | Flat | $190 | 43% | 100% | $190 Flat |
| 17 Negative Declaration Review | $4,414 | Flat | n/a | n/a | 100% | Contract +25% |
| 18 Negative Declaration Preparation | $7,991 | Flat | n/a | n/a | 100% | Contract +25% |
| 19 EIR/ EIS | 25% | Contract +25% | n/a | n/a | 100% | Contract +25% |
| 20 Fence Permits (Commercial Only) | $291 | Flat | $381 | 76% | 100% | $380 Flat |
| 21 Home Occupation Permit | $146 | Flat | $228 | 100% | 100% | $225 Flat |
| 22 Minor Sign Review and Approval | $161 | Flat | $457 | 100% | 100% | $455 Flat |
| 23 Major Sign Review and Approval | $400 | Flat | $609 | 100% | 100% | $605 Flat |
| 24 Sign Permit Revision Application and Review | $161 | Flat | $381 | 100% | 100% | $380 Flat |
| 25 Locally Unique Sign Application | $3,219 | Flat | $4,339 | 100% | 100% | $4,335 Flat |
| 26 Minor Special Event Permit | $231 | Flat | $1,028 | 100% | 100% | $1,025 Flat |
| 27 Major Special Event Permit | $459 | Flat | $1,028 | 100% | 100% | $1,025 Flat |
| 28 Non-Profit Producer and Free Special Event | $0 | Free | $1,028 | 0% | 0% | Free |
| 29 Temporary Use Permit | $689 | Flat | $913 | 100% | 100% | $910 Flat |
| 30 Certificate of Compliance | $888 | Flat | $913 | 100% | 100% | $910 Flat |
| 31 Tentative Subdivision Map | $5,850 | Flat | $6,584 | 100% | 100% | $6,580 Flat |
| 32 Condominimization of Existing Resid Dev. | $6,016 | Flat | $6,432 | 100% | 100% | $6,430 Flat |
| 33 Cannabis Use Permit | $5,816 | Flat | $5,556 | 100% | 100% | $5,555 Flat |
| 36 Cannabis Annual Inspection Fee | $2,100 | Flat | n/a | n/a | n/a | $2,100 Flat |
| 37 Cannabis Re-Inspection Fee | $894 | Flat | n/a | n/a | n/a | $894 Flat |
| 38 Zoning Letter | $253 | Flat | $343 | 100% | 100% | $340 Flat |
| 39 Document Copying | $0.10 | Flat | $0.10 | 100% | 100% | $0.10 Flat |
| 40 Planning Review of Building Permits | $128 | Flat | $152 | 100% | 100% | $150 Flat |

| City of South Lake Tahoe Planning<br>Fee Category | PER UNIT ANALYSIS<br>Current Fee | Fee Description | Cost Per Unit | Cost Recovery | Proposed Cost Recovery | Proposed Fee |
|---|---|---|---|---|---|---|
| 41 Admin Fee for Cost of Collection on Leins and other remedies | 25% | Admin % | n/a | n/a | n/a | 25% Admin |
| 42 Public Notice Label Preparation | $234 | Flat | $190 | 100% | 100% | $190 Flat |
| 44 General Plan Amendment | $8,855 dep | Deposit | $0 | 100% | 100% | $10,000 dep |
| 45 Community Plan Amendment/Area Plan/ Plan Area Stateme | $8,855 dep | Deposit | $0 | 100% | 100% | $10,000 dep |
| 46 Annexation | Hourly | Hourly | $0 | 100% | 100% | $10,000 dep |
| 47 Mobile Vending: Location Permit | $586 | Flat | $837 | 100% | 100% | $835 Flat |
| 48 ~~New Vendor Permit~~ | $177 | Flat | n/a | n/a | n/a | REMOVE |
| 49 ~~Mobile Vending: Renewal Permit~~ | $88 | Flat | n/a | n/a | n/a | REMOVE |
| 50 Publicly Visible Art on Private Property: Public Murals | $0 | Free | $799 | 100% | 100% | Free |
| 51 Publicly Visible Art on Private Property: Non-Mural | $257 | Flat | $951 | 100% | 100% | $950 Flat |
| 52 Technology Fee | $0 | NEW for Planning | $31 | 0% | 100% | $31 Flat |

# Police Department

| City of South Lake Tahoe Police Department | | PER UNIT ANALYSIS | | | | | |
|---|---|---|---|---|---|---|---|
| | Fee Category | Current Fee | Fee Description | Cost per Unit | Cost Recovery | Proposed Cost Recovery | Proposed Fee |
| 1 | Other Permits - New | $474 | each | $533 | 89% | 100% | $533 each |
| 2 | Other Permits - Renewal | $235 | each | $277 | 85% | 100% | $277 each |
| 3 | Pedicab Permit - Owner/Operator New | $263 | each | $273 | 96% | 100% | $273 each |
| 4 | Pedicab Permit - Owner/Operator Renewal | $92 | each | $91 | 101% | 100% | $91 each |
| 5 | Pedicab Permit - Driver New | $156 | each | $197 | 79% | 100% | $197 each |
| 6 | Pedicab Permit - Driver Renewal | $61 | each | $50 | 122% | 100% | $50 each |
| 7 | Sidewalk Vending Permit - New | $165 | each | $227 | 73% | 100% | $227 each |
| 8 | Sidewalk Vending Permit - Renewal | $28 | each | $80 | 35% | 100% | $80 each |
| 9 | Letter of Public Convenience or Necessity | $459 | each | $458 | 100% | 100% | $458 each |
| 10 | Misdemeanor Booking | $44 | per booking | $46 | 97% | 100% | $46 per booking |
| 11 | Fingerprinting | $27 | each | $71 | 38% | 100% | $71 each |
| 12 | Live Scan Fingerprinting | $18 | each | $85 | 21% | 100% | $85 each |
| 13 | Local Criminal Clearance Letter | $10 | each | $45 | 22% | 100% | $45 each |
| 14 | Towed Vehicle Release | $165 | each | $242 | 68% | 100% | $242 each |
| 15 | Special Police Service | $0 | actual cost | actual cost | n/a | n/a | actual cost |
| 16 | DUI Incident Response - Police & Fire | $0 | actual cost | actual cost | n/a | n/a | actual cost |
| 17 | Copy of Dispatch Event | $0.11 | per page | $0.11 | 100% | 100% | $0.11 per page |
| 18 | Restitution Rate | $0 | actual cost | actual cost | n/a | n/a | actual cost |
| 19 | Govt. Code Controlled Activities | $0 | actual cost | actual cost | n/a | n/a | actual cost |
| 20 | Other Special Activities | $0 | actual cost | actual cost | n/a | n/a | actual cost |
| 21 | Special Police Boat Service | $0 | actual cost | actual cost | n/a | n/a | actual cost |
| 22 | Equipment Reimbursement | $0 | actual cost | actual cost | n/a | n/a | actual cost |
| 23 | Firearm(s) Release (by appointment only) | $44 | per firearm | $46 | n/a | n/a | $46 per firearm |
| 24 | Ski Run Blvd. Vehicle Control | $0 | actual cost | actual cost | n/a | n/a | actual cost |
| 25 | Tape Duplication - Audio | $23 | tape | $23 | 100% | 100% | $23 tape |
| 26 | Tape Duplication - Video | $23 | tape | $23 | 100% | 100% | $23 tape |
| 27 | Crime Scene/Police Photo Reproduction (CD photo) | $23 | CD | $23 | 100% | 100% | $23 CD |
| 28 | Taxicab Company Permit | $5 | annual | $12 | 42% | 100% | $12 annual |
| 29 | Taxicab Vehicle Permit | $5 | annual per vehicle | $27 | 19% | 100% | $27 annual |
| 30 | Taxicab Driver Permit | $28 | annual | $51 | 55% | 100% | $51 annual |

| City of South Lake Tahoe Police Department | | PER UNIT ANALYSIS | | | | |
|---|---|---|---|---|---|---|
| | Fee Category | Current Fee | Fee Description | Cost per Unit | Cost Recovery | Proposed Cost Recovery | Proposed Fee |
| 31 | False Alarm: 1st and 2nd | $0 | free | free | n/a | n/a | free |
| 32 | False Alarm: 3rd | $50 | penalty | $161 | n/a | n/a | $50 penalty |
| 33 | False Alarm: 4th | $100 | penalty | $161 | n/a | n/a | $100 penalty |
| 34 | False Alarm: 5th | $150 | penalty | $161 | n/a | n/a | $150 penalty |
| 35 | False Alarm: 6th | $250 | penalty | $161 | n/a | n/a | $250 penalty |
| 36 | False Alarm: Additional | $25 | penalty | $161 | n/a | n/a | $25 penalty |
| 37 | Non Permitted False Alarm | Penalty equal to Pmt Fee | penalty | n/a | n/a | n/a | Penalty equal to Pmt Fee |
| 38 | Initial Alarm Permit Application - Resident, 3 yr | $41 | permit | $60 | 68% | 100% | $61 permit |
| 39 | Renewal Alarm Permit - Resident, 3 yr | $19 | permit | $38 | 50% | 100% | $38 permit |
| 40 | Initial Alarm Permit Application - Business, 1 yr | $41 | permit | $60 | 68% | 100% | $61 permit |
| 41 | Renewal Permit - Business, 1 yr | $19 | permit | $38 | 50% | 100% | $38 permit |
| 42 | Public Safety License Fee | $1,190 | each | $1,190 | 100% | 100% | $1,190 each |
| 43 | Public Safety License Renewal Fee | $1,190 | each | $1,190 | 100% | 100% | $1,190 each |
| 44 | Public Safety License Amendment Fee | $300 | each | $304 | 99% | 100% | $304 each |
| 45 | Shared Mobility Device Fee | $83 | per device | $113 | 73% | 100% | $113 per device |
| 46 | Reposession Fee | $0 | State Fee | $15 | n/a | n/a | $15 Set by State |

# Fee Comparison Survey

| DEPARTMENT/DIVISION | South Lake Tahoe Current Fee | South Lake Tahoe Proposed Fee | Auburn | El Dorado County | Folsom | Mammoth Lakes | Placerville | Placer County | Truckee |
|---|---|---|---|---|---|---|---|---|---|
| **BUILDING** | | | | | | | | | |
| Building Permit | 2% of valuation | 2% of valuation | $2k val: $122<br>$100k val: $1,400<br>$1M val: $9,000 | 1.3% of valuation | $2k val: $138<br>$100k val: $1,104<br>$1M val: $7,360 | $2k val: $225<br>$100k val: $2,153<br>$1M val: $14,495 | $2k val: $95<br>$100k val: $1,200<br>$1M val: $7,500 | SFD < 3,000 sq ft<br>$265<br>SFD > 3,000 sq ft<br>$193 | Square Footage<br>Resid 2,500sf $2,767<br>Restaurant 5,000sf $ |
| Plan Review | $128/ hour | $128/ hour | 65% of bldg pmt fee | $167/ hour | 80% of bldg pmt fee | included in permit | $2k val: $95<br>$100k val: $600<br>$1M val: $3,300 | 50% of bldg pmt fee | no information |
| Temporary Certificate of Occupancy | $177 | $177 | $1,500 + $500 each 30 day extension | no information | $942 | $225 | no information | no information | no information |
| Re-check fee | n/a | $256 for 4th + each additional check | no information | Review of 2nd corrections $247 | no information | $90/ hour | no information | $156/ hour | no information |
| Technology Fee | $13/ permit | $31/ permit | 4% of development fee | 5.65% of development fee | no information | no information | no information | 3.5% of development fees ($560 max fee) | no information |
| **CITY CLERK** | | | | | | | | | |
| Appeals | $380 | $1,253 | $1,455 | $494 | Owner Occupied: $264<br>Others: $536 | Staff decision: $2,310<br>PC decision: $1,942 | no information | $774 | no information |
| Document Printing & Copying | $0.10 per page | no information | $0.15 per page | $0.15 per page | $0.10/ page<br>(1st 10 pages free) | no information | no information | 1st Page $2<br>Each Add'l $1 | B&W $0.10 per page<br>Color: $0.15/page |
| Notary Service | $15 | no information | no information | $15 per signature | no information | no information | no information | $15 | $15 |
| Filming Application - Basic Service | $197 | $164 | no information | 1-20 ppl: $255<br>21-50 ppl: $510<br>51+ ppl: $1,615 | no information | no information | no information | Free | no information |

| DEPARTMENT/DIVISION | South Lake Tahoe Current Fee | South Lake Tahoe Proposed Fee | Auburn | El Dorado County | Folsom | Mammoth Lakes | Placerville | Placer County | Truckee |
|---|---|---|---|---|---|---|---|---|---|
| **ENGINEERING** | | | | | | | | | |
| Street/ Property Abandonment | $3,277 | $2,855 | ROW Vacation $2,075 | $595 | $5,750 | no information | | $688 | $2,000 deposit |
| Parcel Merger/ Lot Line Adjustment/ Parcel Map | $128/ hour | $145/ hour | Resid: $1,758<br>Comm: $2,636<br>Merger: $732 | LLA: $935<br>Merger: $340 | $8,050 | no information | $500 | Minor Land Division $1,993 | $3,000 deposit |
| Final Subdivision Map | $128/ hour | $145/ hour | $3,342 + $63/lot | $6,175 | $11,500 + $144/ lot | no information | | $3,856 + $20/lot deposit | |
| Encroachment Permit/ Minor | $766 | $340 | $296 + $141/year | Application $167 | $200 | no information | No dig $104<br>Other $336 | no information | $357 |
| Encroachment Permit/ Major | $766 + $1.5% of val over $20k | $766 + $1.5% of val over $20k | Per estimated value x LET rate set by State | Application $167<br>Inspection:<br>On improved rd $251<br>Non improv rd $418<br>Non improved rd and unstamped plans $585 | $200 + $5/LF | no information | Up to $100k ENR: 2.5%<br>'$101k+ ENR 1.5% | ENR Cost Estimate:<br>Under $78k $3,927<br>$78k-$150k $3,927 + 5% over $78k<br>$150k-$250k $7,500 + 4% over $150k | ENR Cost Estimate:<br>Inspection:<br>$1-50k 6%<br>$50-250k 4%<br>Plan Check:<br>$1-50k 5%<br>$50-250k 3% |
| Easement Request/ Review | $1,417 | $4,368 | no information | $595 | $3,450 | no information | $650 | no information | no information |
| **FINANCE** | | | | | | | | | |
| Administrative Fee -New License | $86 | $108 | no information | no information | $29 | no information | no information | no information | no information |
| Administrative Fee - License Renewal | $42 | $32 | no information | no information | $29 | no information | no information | no information | no information |
| Lien Release Fee | $0 | $372 | Utility lien filing fee $90 | Actual Cost assessed by Revenue Recovery | $125 | no information | no information | Levy on real property $2,000<br>Earnings witholding order $45 | no information |
| Returned Check (NSF) | $28 1st<br>$35 subsequent | $25 1st<br>$35 subsequent | no information | $25 | $25 1st<br>$35 subsequent | no information | no information | no information | $25 1st<br>$35 subsequent |

| DEPARTMENT/DIVISION | South Lake Tahoe Current Fee | South Lake Tahoe Proposed Fee | Auburn | El Dorado County | Folsom | Mammoth Lakes | Placerville | Placer County | Truckee |
|---|---|---|---|---|---|---|---|---|---|
| **PLANNING** | | | | | | | | | |
| Major General Planning Application | $3,219 | $5,780 | Comprehensive Plan Amendment $8,524 | Variance $6,175 | Rezone Request $6,000 | Variance and Zone Code Amendment $6,000 deposit | General Plan Amend $2,100<br>Zone Change $2,000 | General Plan Amendment $5,227 | Annexation $11,500 |
| Home Occupation Permit | $146 | $225 | $364 | no information | $31 | no information | no information | no information | no information |
| Temporary Use Permit | $689 | $910 | Minor: $257 +$66/ extension<br>Major: $668 + $66/ extension | $1,112 | $65 | no information | $200 | no information | $1,250 deposit |
| Certificate of Compliance | $888 | $910 | no information | $1,000 deposit<br>Revision: $2,470 | no information | $500 deposit | Regular $600<br>Conditinoal $1,950 | $1,094 | 1-2 parcels $2,250 deposit<br>3+ parcels $3,750 deposit |
| Tentative Subdivision Map | $5,850 | $6,580 | $3,213 + $60/lot | $1,000 deposit | $6,718 + $34/ lot | $6,000 deposit | $3,000 + $50/lot up to 4 lots<br>$30/lot over 5 lots | $1,961 deposit | $10,000 deposit |
| **POLICE DEPARTMENT** | | | | | | | | | |
| Live Scan Fingerprinting | $18 | $85 | As set by FBI.<br>No fee if required by City | $17 | $50 | $40 + State and DOJ fees | $20 | no information | $20 + DOJ fees |
| Local Criminal Clearance Letter | $10 | $45 | no information | $30 | $25 | | $50 | no information | Background Clearance Letter $33 |
| Towed Vehicle Release | $165 | $242 | no information | $100 admin fee to contest abatement | $200 | $150 | $241 | no information | $199 |
| Taxicab Driver Permit | $28/year | $51/year | no information | $32/ license | no information | $45 per vehicle | $60 | no information | $68 |
| Renewal Alarm Permit - Business | $19/year | 38/year | $24 | $25 | $20 | no information | $85 | no information | no information |

| Fire Rescue Comparison Survey | | | Peer Agencies | | | | |
|---|---|---|---|---|---|---|---|
| Fee Category | Current Fee | Proposed Fee | City of Auburn | City of Folsom | City of Lincoln | City of Rocklin | Placer County |
| BLS Fee, incident response | 532 | TBD | $658 per occurance<br>$13.50 per mile | $525<br>$39 per mile | Actual Cost | | Transport - $2,294<br>Treat-no transport - $328<br>Mileage - $47/mile |
| Motor Vehicle Response: Level 1 Basic Response | $1,159 | TBD | Actual Cost - usual customary and reasonable | Actual Cost | Actual Cost | | Actual Cost - usual customary and reasonable |
| Motor Vehicle Response: Level 2 Extrication | $1,757 | TBD | Actual Cost - usual customary and reasonable | Actual Cost | Actual Cost | | Actual Cost - usual customary and reasonable |
| Motor Vehicle Response: Level 3 Multi Casualty | $2,577 | TBD | Actual Cost - usual customary and reasonable | Actual Cost | Actual Cost | | Actual Cost - usual customary and reasonable |
| Fireworks/Pyrotechnical Display Permit | $448 | TBD | Prohibited | $370 + Fire Safety Officer Standby (actual cost) | Plan Review - $305<br>Inspection - $457 | | $456.00 |
| Basic Fire Inspection, <1k k sq. ft. | $96 | TBD | 0-3k sq. ft. - $211 | $110 | $197/hour | $246.00 | $156.00 |
| Basic Fire Inspection, 1k - 4k sq. ft. | $134 | TBD | | $110 | $197/hour | $246.00 | $156.00 |
| Basic Fire Inspection, 4k - 9k sq. ft.* | $161 | TBD | over 3K sq. ft. - $309 | $210 | $197/hour | $399.00 | $298.00 |
| Basic Fire Inspection, >9 k sq. ft.* | $204 | TBD | | $259 | $197/hour | $476.00 | $596.00 |
| Alarm/Suppression System 1-99 | $248 | TBD | 1-9 devices - $211<br>10-29 - $260<br>30+ devices - $309 | $210/hour | New Installation - $1,671<br>Tenant Imp - $688<br>Large Project (50+ dev) - $2,851 | $450.00 | $412.00 |
| Alarm/Suppression System 100+ | $604 | TBD | | $210/hour | | $690.00 | $674.00 |
| Fire Plan Review - Commercial, MFD, Special Event | $236/hour | TBD | $114/hour | $210/hour | $246 | $245/hour | $307.00 |
| False Alarm, 1st offense | $250 | TBD | False Alarm Response<br>$750 each occurance | $0 | $0 | $0.00 | $0.00 |
| False Alarm, 2nd offense and thereafter | $500 | TBD | | $103 | $304 | $65.00 | $350.00 |
| Tree Removal Permit | NEW | TBD | $112 residential | $210/hour | N/A | N/A | N/A |

# Appendix A

## Adopted Recreation and Aquatic Center Fee Schedule

# Resolution 2025-094

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

**November 4, 2025**

## Adopting the Schedule of Fees and Charges for the New Multigenerational Recreation & Aquatics Center

### BACKGROUND

A. User fees in California are required to conform to the California Constitution including Proposition 26 and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, for entrance to or use of city property, and fines for violating the City Code are generally excluded from the definition of "tax" under Proposition 26. Section 1 (e) of article XIIIC of the California Constitution describes these exceptions.

B. The City of South Lake Tahoe Finance Department periodically performs a comprehensive citywide review and evaluation of user fees and charges to ensure the City is accurately accounting for the total cost to provide fee-related services. The last User Fee Study was performed and approved by City Council in 2015.

C. The Finance Department determined it was necessary to update the study and engage the services of a qualified professional firm experienced in cost recovery and economic analysis to conduct a new, comprehensive study. The primary objective is to prepare a citywide cost-based user fee study that calculates the full (100%) cost of providing specific City services and provides recommended fees for each applicable service, while also ensuring compliance with relevant regulations.

D. On April 22, 2025, City Council approved a Resolution for Government Consulting Partners (GCP) to work with the City for a comprehensive review and evaluation of citywide user fees. This includes developing a new fee structure for the new Multigenerational Recreation and Aquatics Center.

E. This portion of the user fee study was performed under the general direction Parks & Recreation staff to provide a high-level cost analysis of revenue to costs as it relates to fees for services and programs, establishes fees for new services that will be offered in the new center and to provide a comparison survey to help guide recommendations.

F. The proposed fees were presented to the Parks & Recreation Commission on August 20, 2025, for their review.

G. These fees are proposed for adoption now so that pass products, rentals and program registration can begin to be sold prior to opening the new center. The existing fees for the Recreation & Swim Complex will remain in place until the new center opens so that it can continue operations.

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

1. Adopts the new fee amounts according to the implementation dates as set forth in the applicable codes and all fees and charges as presented in the new Multigenerational Recreation & Aquatics Center Master Fee Schedule attached hereto as Exhibit "A."

Adopted by the City of South Lake Tahoe City Council on November 4, 2025 by the following

vote: Yes: Bass, Jinkens, Roberts

No: Robbins

Date: Nov 5, 2025

Cody Bass (Nov 5, 2025 18:25:52 PST)

Cody Bass, Mayor

Attest:

Susan Blankenship (Nov 5, 2025 13:45:00 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.*

# New Multigenerational Recreation & Aquatics Center

| Fee Description | Unit | Proposed Fee | Proposed Fee Non-Resident |
|---|---|---|---|
| **Gym Rentals** | | | |
| Full (2 Courts) | Hourly | $250 | |
| 1/2 Gym (1 Court) | Hourly | $125 | |
| 1/4 (1/2 Court) | Hourly | $65 | |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| Facility Rental Setup Fee | Per Hour Per Staff | $48 | |
| Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe | $500 (Security Deposit) | $500 Minimum or $1,500 Maximum | |
| Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe | $15 (Cancellation Fee) | $15 Minimum or $50 Maximum | |
| Late Payment Penalty Fee | 10% of total rental fee due | 10% of total rental fee due | |
| **Meeting Room Rentals** | | | |
| Rental | Per Hour | $25 | |
| Non Fee | No Charge | No Charge | |
| Senior Services Meetings | No Charge | No Charge | |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| **Community Room Rentals** | | | |
| Rental | Hourly | $55 | |
| Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation & Aquatics Center | No Charge | No Charge | |
| Youth Organization Meetings | Hourly | $15 | |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| Senior Services Meetings | No Charge | No Charge | |

| | | | |
|---|---|---|---|
| Facility Rental Setup Fee | Per Hour Per Staff | $48 | |
| Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe | $500 (Security Deposit) | $500 Minimum or $1,500 Maximum | |
| Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe | $15 (Cancellation Fee) | $15 Minimum or $50 Maximum | |
| Late Payment Penalty Fee | 10% of total rental fee due | 10% of total rental fee due | |
| **Commercial Kitchen Rental** | | | |
| Commercial Kitchen Rental | Hourly | $50 | |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| Facility Rental Setup Fee | Per Hour Per Staff | $48 | |
| Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe | $500 (Security Deposit) | $500 Minimum or $1,500 Maximum | |
| Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe | $15 (Cancellation Fee) | $15 Minimum or $50 Maximum | |
| Late Payment Penalty Fee | 10% of total rental fee due | 10% of total rental fee due | |
| **Dance/Fitness Room Rental** | | | |
| Rental | Hourly | $55 | |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| Senior Services Meetings | No Charge | No Charge | |
| Facility Rental Setup Fee | Per Hour Per Staff | $48 | |
| Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe | $500 (Security Deposit) | $500 Minimum or $1,500 Maximum | |
| Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe | $15 (Cancellation Fee) | $15 Minimum or $50 Maximum | |
| Late Payment Penalty Fee | 10% of total rental fee due | 10% of total rental fee due | |

| Event Space Rentals | | | |
|---|---|---|---|
| Event Space Weekday | Mon-Thurs $/hr. | $350 | |
| Event Space Weekend | Fri -Sun $/hr. | $450 | |
| Event Space After Hours | Per hour | $100 | |
| Audio Video Ad On | Flat Fee | $150 | |
| Event Space Facility Rental Setup Fee | Per Hour (2 hour minimum) | $48 | |
| Ceremony Chair Package | $7-$9 per chair comps | $8 per chair | |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe | $500 (Security Deposit) | $500 Minimum or $1,500 Maximum | |
| Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe | $15 (Cancellation Fee) | $15 Minimum or $50 Maximum | |
| Late Payment Penalty Fee | 10% of total rental fee due | 10% of total rental fee due | |
| **Pool Rental** | | | |
| Swimming Pool Rental Rate | Hourly | $85 | |
| Lap Pool Rental (Full) | Hourly | $85 | |
| Lap Pool Rental (1/2 pool) | Hourly | $45 | |
| Lap Lane Rental (1 Lane) | Hourly | $15 | |
| Play Pool Rental | Hourly | $95 | |
| Lifeguard Hourly Rate (Rental) | Hourly | Actual cost at fully burdened rate | |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| Facility Rental Setup Fee | Per Hour Per Staff | $48 | |
| Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe | $500 (Security Deposit) | $500 Minimum or $1,500 Maximum | |

| | | | |
|---|---|---|---|
| Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe | $15 (Cancellation Fee) | $15 Minimum or $50 Maximum | |
| Late Payment Penalty Fee | 10% of total rental fee due | 10% of total rental fee due | |
| **Party Room** | | | |
| Rental Weekday | Mon-Thurs $/hr. | $40 | |
| Rental Weekend | Fri -Sun $/hr. | $50 | |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| Facility Rental Setup Fee | Per Hour Per Staff | $48 | |
| Group Rentals May Be Subject to $500 minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe | $500 (Security Deposit) | $500 Minimum or $1,500 Maximum | |
| Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe | $15 (Cancellation Fee) | $15 Minimum or $50 Maximum | |
| Late Payment Penalty Fee | 10% of total rental fee due | 10% of total rental fee due | |
| **Party Packages** | | | |
| Mini Mountain Movers Party Package | Session Rental | $225 | |
| Batting Cages | 2 Hour Party | $300 | |
| Rockwall | 1 Hour Party | $200 | |
| Obstacle Course Pool Add On | Per Event | $75 | |
| Pool Party Package | Session Rental | $200 | |
| **Aquatics** | | | |
| Obstacle Course | Per Participant | $5 plus facility drop in fee | |
| Lifeguard Certification Course | Per Participant | $235 | |
| Water Safety Instructor Certification Course | Per Participant | $299 | |
| Junior Lifeguards | Per Participant Per 4 week Session | $200 | |
| Mini Lifeguards | Per Participant Per 4 week Session | $185 | |

| | | | |
|---|---|---|---|
| Swim Team | Per Participant Per Month/Session | $120 | |
| Development Swim Team | Per Participant Per Month/Session | $105 | |
| Aquatics Special Class (Ex Log Rolling) | Per Participant Per Class | $7 | |
| Float Fit Aquatics Fitness Classess 30 minutes | Each | $10 | |
| Float Fit Aquatics Fitness Classess 60 minutes | Each | $20 | |
| Float Fit Aquatics Fitness Classess 90 minutes | Each | $30 | |
| Locker Rental | Per month | $20 | |
| **Swimming Programs** | | | |
| H2O Exercise: Adult 18-54 years | Each | $8 | $10 |
| H2O Exercise: Senior or Permanent Disability | Each | $6 | $8 |
| H2O Exercise: Adult 18-54 years - 10 Use Pass | Each | $60 | $75 |
| H2O Exercise: Senior or Perm Disability - 10 Use Pass | Each | $50 | $65 |
| H2O Exercise: Individual Annual Pass | Each | $295 | $369 |
| Swimming Lessons (Group) 8 Class Session | Each | $50 | |
| Swimming Lessons (Group) 6 Class Session | Each | $40 | |
| Swimming Lessons (Group) 4 Class Session | Each | $30 | |
| Private Lessons (25 minutes) 1 Student | Each | $33 | |
| Private Lessons (25 minutes) 2 Students | Each | $45 | |
| Private Lessons (25 minutes) 3 Students | Each | $55 | |
| Master Swim Drop In | Each | $10 | $12 |
| Master Swim Session 10 Use Punch Card | Each | $70 | $85 |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| **Facility Day Use: Includes Gym, Natatorium, Exercise Room, Walking Track** | | | |
| Adult: 18-54 Year | Each | $10 | $15 |

| | | | |
|---|---|---|---|
| Youth: 18 Years and Under | Each | $8 | $12 |
| Senior 55 Years and Up or Permanent Disability | Each | $8 | $12 |
| Public Shower Adult/Discount for Senior, Disabled, and Youth | Each | $3/$2 | |
| **Daily Day Rate for Medi-Cal, WIC , and Veteran Participants** | | | |
| Adult: 18 and Over | Each | $3 | |
| Youth: 18 Years and Under | Each | $2 | |
| **Facility Multi-Use Day Passes: Includes Gym, Natatorium, Exercise Room, Walking Track** | | | |
| Adult - 10 use punch card | Each | $80 | $100 |
| Adult - Monthly | Each | $65 | $81 |
| Adult - 90 Day (City Employees Only) | Each | $45 | |
| Senior or Permanent Disability -10 use punch card | Each | $65 | $81 |
| Senior or Permanent Disability - Monthly | Each | $50 | $63 |
| Children 3 years and Under Are Free with a Paying Adult for Recreation Drop in only | Each | | |
| Youth -10 use punch card | Each | $65 | $81 |
| Youth Monthly | Each | $50 | $63 |
| Couple Annual Pass | Each | $690 | $863 |
| Individual Annual Pass | Each | $480 | $600 |
| Youth Annual Pass | Each | $300 | $375 |
| Youth Annual Pass for GPA of 3.5 or higher (Resident Only - Ages 14-17) | Each | $150 | |
| Senior Annual Pass | Each | $300 | $375 |
| 10% off Annual pass is purchased between January 1, 2026 - March 31, 2026 | | 10% off Annual pass is purchased between 1/1/2026 - 3/31/2026 | |
| Family Annual Pass (2 adults + 2 children): Includes 20% discount on party packages and access to special member days | Each | $825 | $1,031 |

| | | | |
|---|---|---|---|
| Family Annual Pass - Each Additional Adult | Each Additional Adult | $345 | $431 |
| Family Annual Pass - Each Additional Senior or Child | Each Additional Senior or Child | $150 | $188 |
| Administrative Fee for replacement of annual passes only | Each | $10 | |
| Non-Profit Organizations | 25% Off Base Rate | 25% Off Base Rate | |
| **Recreation Add Ons** | | | |
| Batting Cages | Per Participant | $5 plus facility drop in fee | |
| Batting Cages - 10 punch card | Each | $100 includes drop in fee | |
| Rockwall | Per Participant | $5 plus facility drop in fee | |
| Rockwall - 10 punch card | Each | $100 includes drop in fee | |
| Golf Simulator | Hourly | $50 | |
| Rockwall | Hourly | $150 | |
| **Rec Center Special Events** | | | |
| Puzzle Event | Per team | $40 | |
| Family Dance | Per Participant | $15 | |
| Pickleball Tournament | Per Team | $75 | |
| Family Game Night | Part of Season Pass | No Extra Charge | |
| Pool Special Events | Per Participant | $15 | |
| Pickleball Mixer | Per Participant | $25 | |
| **Adult Programs** | | | |
| Adult Volleyball League Team | Per Season Participant | $400 | |
| Adult Volleyball League Individual | Per Season Participant | $66 | |
| Adult Basketball League Team | Per Season Participant | $550 | |
| Adult Basketball League Individual | Per Season Participant | $75 | |
| Pickleball Clinic Adults | Per Participant Per Session | $30 | |

| | | | |
|---|---|---|---|
| Pickleball Clinic Youth | Per Participant Per Session | $25 | |
| Senior Games | Per Participant Per Event | $10 | |
| Personal Training | Per Participant Per Hour | $60 | $75 |
| Adult Cornhole League Individual | Per Season Per Team | $50 | |
| Adult Fitness Classes 30 minutes | Each | $10 | $12 |
| Adult Fitness Classes 60 minutes | Each | $15 | $18 |
| Adult Fitness Classes 90 minutes | Each | $20 | $25 |
| Late Payment Registration for league play | 10% increase to base fee | 10% increase to base fee | |
| **Youth and Teens** | | | |
| Parents Night Out | Per Participant | $40 | |
| Kid's Summer Day Camp | Each | $40 | $50 |
| Kid's Summer Day Camp (Weekly Fee) | Each | $150 | $188 |
| Kid's Summer Day Camp Multi-Child Discount | 10% Off Base Fee | 10% Off Base Fee | |
| Youth Basketball League | Per Season Participant | $65 | |
| Youth Flag Football League | Per Season Participant | $95 | |
| Youth Street Hockey | Per Season Participant | $70 | |
| After School Enrichment Program | Per Season Participant | $120 | |
| Tiny Tots Sports League | Per Season Participant | $60 | |
| Youth Volleyball League | Per Season Participant | $75 | |
| Youth Soccer League | Per Season Participant | $65 | |
| Late Payment Registration for league play | 10% increase to base fee | 10% increase to base fee | |

# Res 2025-094 Update to Master Fee Schedule for New Rec Center

Final Audit Report 2025-11-06

| | |
|---|---|
| Created: | 2025-11-05 |
| By: | Michelle Davis (medavis@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAFJ0EW1Z67i6rYnIRFcQ7x3Ircvjuiyy5 |

## "Res 2025-094 Update to Master Fee Schedule for New Rec Ce nter" History

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Signer cbass@cityofslt.us entered name at signing as Cody Bass
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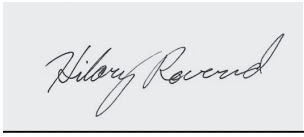
Document e-signed by Cody Bass (cbass@cityofslt.us)
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Agreement completed.
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# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**14

**Agenda Item:** Possible Re-Use of Recreation and Swim Complex

**Executive Summary:** At the City Council meeting on January 27, 2026, Councilmember Jinkens (seconded by Councilmember Roberts) requested that an item be brought back at a future meeting to discuss potential re-use of the Recreation and Swim Complex and creation of an ad-hoc subcommittee to discuss this possibility with El Dorado County. The 56 Acres Agreement with El Dorado County requires demolition of the Recreation and Swim Complex by 2037; however there are other challenges with continuing to keep the facility open and in operation. The most significant challenge is the cost, estimated at $775,000 per year for maintenance and utilities for the aging facility. If City Council desires to keep the facility open for use by community groups, staff recommends a rental rate to include full cost recovery for this unbudgeted expense. It is important to note that low- and no- cost rentals are available at the new Multigenerational Recreation and Aquatics Center under the fee schedule for that facility approved by City Council on November 4, 2025.

**Requested Action / Suggested Motions:** Receive report and either: (1) Pass a Motion directing staff to explore feasibility and cost of keeping existing Recreation and Swim Complex open, to include inquiring whether any community groups want to rent space in the existing Recreation and Swim Center at full cost recovery and discussing permit requirements and mitigation fee costs with the Tahoe Regional Planning Agency; or (2) take no action.

**Responsible Staff Member:** Heather Stroud, City Attorney Hilary Roverud, Interim City Manager

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

**Attachments:**

- 01 - Staff Report - Rec Center Use.docx
- 02-Existing Conditions Report.pdf
- 03 - 56 Acres Agreement with El Dorado County.pdf
- 04 - Ground Lease.pdf
- 05 - 56-Acres Master Plan.pdf
- 06 - TRPA Permit.pdf

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

## Meeting Date: March 24, 2026

**Title: Possible Re-Use of Recreation and Swim Complex**

**Location:** 1180 Rufus Allen Blvd.

**Responsible Staff Members:** Hilary Roverud, Interim City Manager (530) 542-6000
Heather Stroud, City Attorney (530) 542-6046

**Background:** At the City Council meeting on January 27, 2026, Councilmember Jinkens (seconded by Councilmember Roberts) requested that an item be brought back at a future meeting to discuss potential re-use of the Recreation and Swim Complex and creation of an ad-hoc subcommittee to discuss this possibility with El Dorado County.

On August 20, 2019, City Council received a report regarding the history of decisions regarding the new recreation center project including previous analysis regarding renovation and expansion of the existing facility, originally built in 1975, versus building a new facility. City Council considered a draft Existing Conditions Assessment prepared by architect Williams + Paddon in 2016. At that meeting, City Council directed staff to order a more detailed conditions assessment report, which was prepared by Perkins & Will and presented to City Council on February 11, 2020. This condition assessment is included in the agenda packet. It found that the building is structurally sound but that mechanical, electrical, and plumbing systems had exceeded their life span and were in need of replacement. The condition assessment also identified areas of noncompliance with ADA accessibility codes, which would be required to be brought into compliance with the needed renovations. Additionally, the condition assessment included a hazardous materials assessment which identified the existence of asbestos and lead that would need to be remediated if renovations are made. Based on the assessment, which estimated that renovation of the existing facility would be nearly equivalent to the cost to build a new facility, City Council directed staff to continue with planning and design of the new recreation center on the location where it has been constructed.

During this time, staff was also negotiating the 56 Acres Agreement with El Dorado County, which City Council and the County Board of Supervisors both approved on January 18, 2022. This agreement included a property swap resulting in City ownership of the location where the new Multigenerational Recreation and Aquatics Center is located and County ownership of the property where the existing Recreation and Swim Complex is located. The property swap was completed in July 2022 so that construction on the new facility could begin. At that time, in implementation of the 56 Acres Agreement, the City and County entered into a 50-year Ground Lease for the City to lease from the County certain County-owned property on the 56 Acres including the existing Recreation and Swim Complex site. Section 2.1 of the Ground Lease gives the City the “sole authority over the development, operation and use of the Leased Property” and

"the sole responsibility for the development, construction, operation and maintenance of all existing and new improvements on the Leased Property." Section 1.2 of the Ground Lease requires the City to demolish the existing recreation center upon completion of the new Multigenerational Recreation and Aquatics Center pursuant to the terms of the 56 Acres Agreement, Section 2(b) of which requires that demolition to occur at the City's sole expense and to the County's satisfaction no later than February 22, 2037. There is a deed restriction on the Leased Property that it "shall be used solely and exclusively for public use" and prohibiting "[p]rivate residential, commercial, or industrial uses."

Concurrently with the approval of the 56 Acres Agreement, on January 18, 2022, the City Council approved the 56 Acres Master Plan after a multi-year public process. The 56 Acres Master Plan and its associated Initial Study/Mitigated Negative Declaration analyzed the project to include demolition of the existing Recreation and Swim Complex and the Master Plan shows that area as undeveloped green space.

The new Multigenerational Recreation and Aquatics Center required a permit from the Tahoe Regional Planning Agency (TRPA). Special Condition 8 of the TRPA permit, issued on April 28, 2022, requires that prior to opening the new facility, the City "shall discontinue all use of the existing swim and recreation center," and requires that "[a]ny proposed future use of the existing swim and recreation center building is contingent upon review and approval of a TRPA Change in Operation application." This condition resulted in a lower mobility mitigation fee ($16,197.40) than would have otherwise been due if both facilities were to remain open. Special Condition F of the TRPA permit requires the City to mitigate a portion or all of the 102,651 square feet of excess land coverage by either removing coverage within Hydrologic Transfer Area 4 – South Stateline or by submitting an excess coverage mitigation fee. Demolishing the 34,000-square-foot Recreation and Swim Complex would count towards this mitigation.

**Issue and Discussion:** There are some significant challenges to maintaining the existing Recreation and Swim Complex in operation after the opening of the new Multigenerational Recreation and Aquatics Center. First, based on prior City Council decisions, staff has been working towards decommissioning and demolition of the Recreation and Swim Complex. Significant funds would be needed to keep the facility open and operational for continued use. Annual maintenance is about $391,000, and annual utility costs are approximately $180,000. Even without keeping the pool in operation and only having the meeting rooms and gymnasium space available for rent by community groups, these ongoing costs would be substantial. Additionally, the facility has been compromised by its age and snow loading, and has significant deferred maintenance in major building systems that would need to be addressed to keep it operational at an estimated cost of $204,000 per year. To keep the facility open for more than a couple of years, major repairs would be needed, to include a roof reinforcement/replacement estimated at $3,400,000, additional exterior hardening (windows, doors, paint, and siding to be replaced with fire resistant material) at $3,400,000, and if the pool were to continue in use, $5,000,000 to $10,000,000 is likely to be needed to demo and rebuild the area and replace the mechanical systems. Thus, even without the major repairs, the estimated annual cost to keep the Recreation and Swim Center open is $775,000. By comparison, the planned demolition is estimated at a one-time cost of $2,100,000.

Second, a TRPA Change in Operation permit would be needed to continue use of the existing Recreation and Swim Complex. It is likely that this change would trigger additional mobility mitigation fees, at an unknown cost to the City.

Third, the County required demolition of the existing Recreation and Swim Complex by 2037 as a condition of the 56 Acres Agreement. Keeping the facility in operation beyond that date would require renegotiating and amending the agreement with the County.

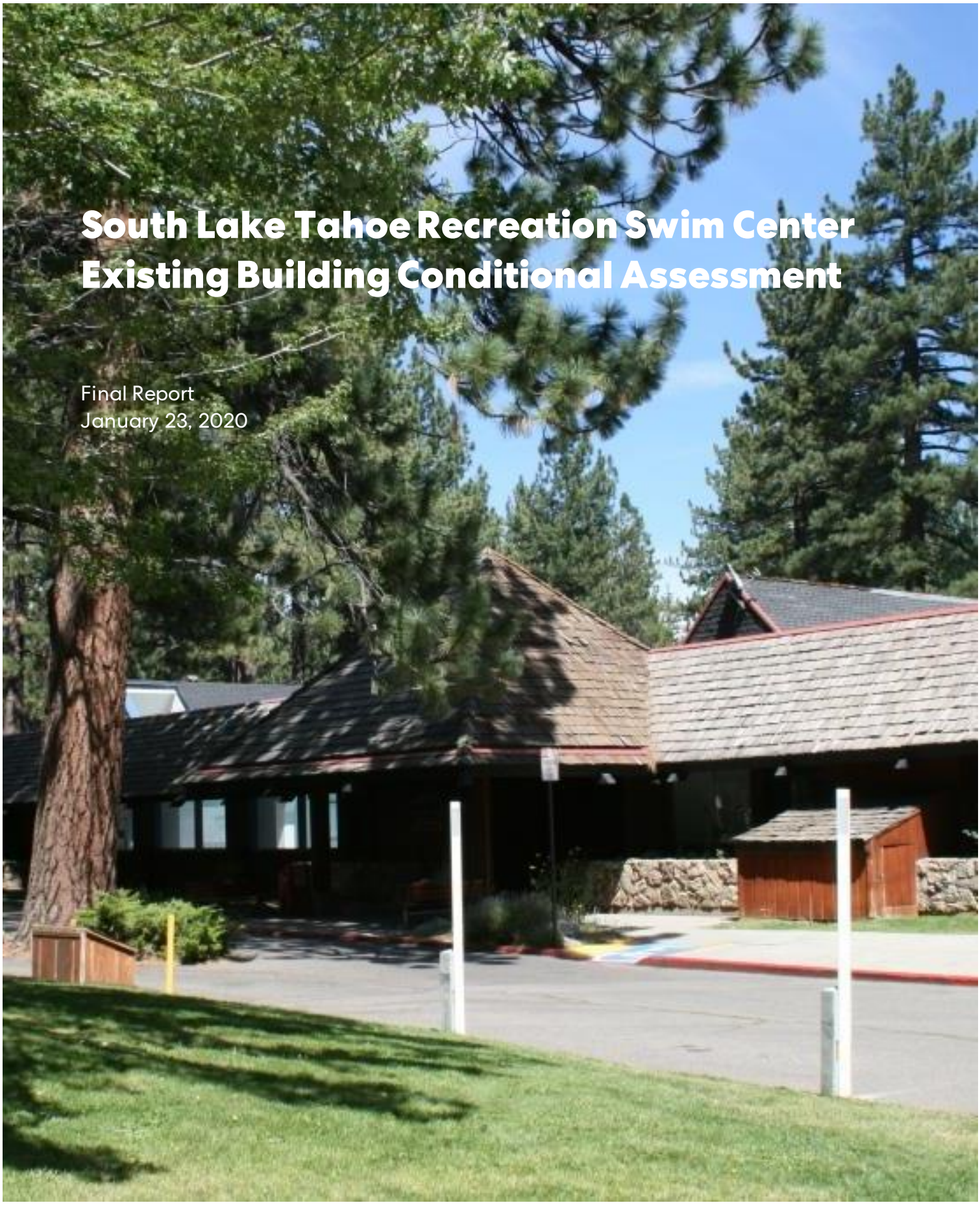
Under current regulatory approvals and agreements, the City Council could direct staff to explore the feasibility of keeping the existing Recreation and Swim complex operational and available for lease by community groups in the short term. The estimated annual cost to keep the building operational, however, is $775,000, and if the building is open for more than a few years major repairs will be needed that are estimated to cost $6,800,000 (excluding the pool repairs). If City Council desires to keep the facility in operation, staff recommends passing on these costs to the lessee(s) because these costs are not covered by the current City budget. It is uncertain that local community groups would be interested in leasing this space at full cost recovery, so this may not be a feasible option.

It is important to note that space is available for non-profit groups at the new Multigenerational Recreation and Aquatics Center at the City Council-approved fee of $18.75/hour for meeting rooms and $41.25/hour for the community room. Meeting rooms are available for senior services meetings at no charge. The community room is also available to youth organizations for $15/hour and for senior services meetings and youth sports organizations at no charge.

**Financial Implications:** Keeping the existing Recreation and Swim Center open and operational is estimated to cost $775,000 per year. If the facility were to be kept open for more than a few years, major repairs would be needed to the roof and exterior, estimated at $6,800,000. Further, the required TRPA Change in Operation permit may trigger additional mobility mitigation fees in addition to the $16,197.40 already paid, in an amount unknown at this time, and not demolishing the existing Recreation and Swim Center would require the City to find an additional 34,000 square feet of coverage to retire or pay an additional coverage mitigation fee of $289,000 (8.50 x. 34,000 sq. ft.). By contrast, the planned demolition of the facility is estimated at $2,100,000.

**Environmental Considerations:** Maintaining the current Recreation and Swim Complex in operation in the short term is categorically exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guidelines 15301 (Existing Facilities). However, keeping it in operation indefinitely likely would require an update to the Mitigated Negative Declaration for the 56 Acres Master Plan, adopted by City Council on January 18, 2022.

**Policy Implications:** 2025-2030 Strategic Plan Action 7.1 states “Complete the new Recreation and Swim Complex and maintain the current complex in the meantime.” Staff has accomplished this goal. Keeping the current complex in operation after completion of the new facility is beyond the scope of the current strategic plan.



# South Lake Tahoe Recreation Swim Center Existing Building Conditional Assessment

Final Report
January 23, 2020

Perkins&Will

WARD YOUNG ARCHITECTURE & PLANNING

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# EXECUTIVE SUMMARY

The following conditional assessment of the existing South Lake Tahoe Recreation and Swim Center was conducted to identify the scope of work necessary to fully renovate the existing center, and to evaluate the cost of those improvements.

The assessment was conducted by Perkins&Will and Ward Young Architects, along with Sugarpine Engineering, Gabbart and Woods Engineering and DFH Cost Consulting. The consultant team conducted on-site visual assessment on December 5, 2019, and along with existing building documentation, prepared the following analysis.

The purpose of this assessment was to identify the cost difference between renovation of the existing center, and construction of a completely new center, on the current site, or another nearby location (undetermined). The previous planning process for the recreation center conducted on 2017 identified priority needs for a new center. The cost estimates for the proposed new center were used for comparative purposes. Because many of the requested building components cannot fit within the existing center, the cost analysis assumes that the pool, gymnasium and running track would be newly constructed additions to the existing center.

Because the building never went through a major renovation since it's construction in 1975, many of the original construction systems and materials are still in place. This brings a range of challenges from longevity, deterioration, code compliance, hazardous materials, and systems reaching the end of their useable life. If the building were to undergo a major renovation and addition, all of the building components and systems would require upgrades to current code and accessibility standards, as well as abatement of hazardous materials (asbestos) based on the report conducted by Environmental Testing & Consulting Inc.

The **total estimated construction cost of the existing 22,213 square feet of building is $8,827,931**. For the purposes of comparison, new construction of similar building components (including fitness spaces, multiuse rooms, offices, support areas) of approximately 23,000 square feet would cost an estimated $11,621,000. **This equates to a cost differential of $2,793,069 between new and renovated construction** for similar building area and components. These figures all represent direct construction costs, and do not included site construction, asbestos abatement, design and engineering fees, equipment or other project development costs.

# SECTION 1: BACKGROUND

**Purpose**

The City of South Lake Tahoe is faced with a decision to either build a new community recreation center on the current recreation and swim center site, or another potential site, or to renovate and expand the current recreation and pool building to accomplish a similar intent. The purpose of this report is to conduct a conditional assessment of the existing South Lake Tahoe Recreation and Swim Center to determine the cost and viability of renovating this structure to serve the long-term recreational needs of the community.

It is the purpose of this assessment to identify not only the necessary remediation and replacement, but to specifically identify the cost impact of those improvements. Depending on the type of use, and the anticipated scope of renovation, there are tiers of improvements that are necessary. The following types of use will determine the extent of the necessary remediation.

1) **Do nothing**
   The existing building could continue in its current use and continue to function as a community center but minimal physical changes could occur without triggering code and accessibility improvements. The building and systems are still nearing their useable life, and would soon require significant remediation, but if no changes in use are proposed, no upgrades are specifically required. As long as no demolition disrupts the asbestos materials, they can remain in place.

2) **Cosmetic improvements only**
   The building could also serve other similar uses and receive only cosmetic improvements such as paint and finishes installed over existing materials. Similar to option 1, only minimal changes could occur without triggering required upgrades. As long as no demolition disrupts the asbestos materials, they can remain in place.

3) **Renovation/Addition**
   Completely renovate the existing building, and construct additions for the components that cannot fit in the existing structure including the new indoor pool, gymnasium and running track. The scope of the renovations assumes both remediation to current building code and accessibility standards, as well as replacement of materials and systems that are deteriorating or nearing the end of their usable life. The abatement of all asbestos is assumed as part of this option. The cost of this option is provided in Section 2 of this report.

4) **Demolish and reconstruct a new facility**
   The entire building could also be demolished and reconstructed on either the current site, or another site. The cost of asbestos abatement would still be incurred to demolish the existing structure. The cost of new construction is also included in in Section 2 of this report.

**Background**

The existing structure was built in 1975, with limited improvements and regular ongoing maintenance over the life of the building. Because the building never went through a major renovation, many of the original construction systems and materials are still in place. This brings a range of challenges from longevity, deterioration, code compliance, hazardous materials, and systems reaching the end of their useable life.

The current building is a single-story structure constructed primarily of glu-laminated timber framing, stud framed interior and exterior walls, clad in wood shake shingles. The total building area is approximately 32,017 square feet. The pool complex is comprised of 11,360 square feet, surrounded by an exterior wall enclosure, and

an air-supported fabric roof structure covered seasonally. The remaining 20,657 square feet of building contains offices, classrooms, locker rooms, a gymnasium and other support areas for storage and building systems.

The existing site is asphalt paved with a large number of evergreen trees throughout the lot. Although the parking would likely be modified with a major addition renovation, the scope and cost of this work was not part of this study.

**Methodology**

The findings of this report are based on review of the existing building drawings, engineering judgment, visual observation, review of the works of others, and engineering experience. Items were evaluated to reasonable accuracy based on available information, and one visual review of the facility , and on-site visual inspection conducted on December 5, 2019. Many of the findings could be subject to interpretation and differing opinion could impact the recommendations and cost impacts, but the findings represent an objective professional opinion of the building conditions.

**Documents**

The report was created using available information in documents provided by the City. For the purposes of this initial study, the accuracy and detail contained in the documents is sufficient to draw the necessary conclusions. All recommendations based on the information contained in these documents in subject to the validity of the content, and should be independently verified prior to any further design or construction.

The following documents were referenced as part of this report:

- Existing building construction documents by Clarence Feliciano and Schuler L. Jeffries AIA & Associates dated February 7, 1974
- Existing Conditions Assessment Report by Williams + Paddon Architects and Planners dated March 2016
- Needs Assessment Study: Swimming Pool by Aquatic Design Group dated March 2016
- Asbestos Renovation Survey by Environmental Testing & Consulting Inc. dated September 17, 2019
- Lead Sampling Survey by Environmental Testing & Consulting Inc. dated September 17, 2019

# SECTION 2: COST ANALYSIS

**Cost Summary of Existing Building Renovation**

| Building Component | Area (gross sf) | Construction Cost |
|---|---|---|
| Existing Building Renovation Cost<br>*(Includes Fitness, Community, Administration and Support Spaces)* | 22,213 | $8,827,931 |
| New Pool Complex Construction: | 19,000 | $9,660,000 |
| New Gymnasium and Running Track Construction: | 24,000 | $6,281,000 |
| **Construction Cost of Renovation and Addition Recreation Center** | **65,213** | **$24,768,931** |

**Cost Difference of renovation/addition versus newly constructed recreation center**

| | | |
|---|---|---|
| **Renovation addition recreation center** | **65,213** | **$24,768,931** |
| **New recreation center** | **66,000** | **$27,562,000** |
| **Cost Difference** | | **-($ 2,793,069)** |




*Diagram of Conceptual Renovation and Addition Plan*

**Cost Summary of New Recreation Center**

| Building Component | Area | Total Cost |
|---|---|---|
| Fitness, Community, Administration and Support Spaces | 23,000 | $11,621,000 |
| New Pool Complex Construction: | 19,000 | $9,660,000 |
| New Gymnasium and Running Track Construction: | 24,000 | $6,281,000 |
| **Total Construction Cost of New Recreation Center Building** | **66,000** | **$27,562,000** |

**Cost Estimate for Existing Recreation Center Renovation**

NOTE: This cost estimate is preliminary in nature, based on the conceptual scope of work descriptions prepared by Perkins & Will and its consultants. It is subject to variation as the details of the design are finalized, as well as timing, market conditions, and phasing.

| ITEM DESCRIPTION | QUANT. | UOM | UNIT COST | TOTAL COST | COMMENTS / ASSUMPTIONS |
|---|---|---|---|---|---|
| Note: The following estimate is based upon the assumption that an abatement contractor will have removed All asbestos and lead containing materials prior to the start of this work. This includes wood shakes, Redwood siding, and underlayment on roofs and exterior walls, all drywall on walls and ceilings, all Asbestos-containing floor coverings and mastic, fire doors, and ceramic wall tile. | | | | | |
| **GENERAL ITEMS** | | | | | |
| Barricades / Fences / Temp. Signs | | | | ***Excluded*** | Assumed to be with new construction |
| General Conditions / Supervision | 10 | MO | $60,000.00 | $600,000 | Small trailer in staging area |
| Storage Units for Salvaged Materials | 18 | MO | $500.00 | $9,000 | |
| Layout of Demolition / Finish Work | 26 | WKS | $3,400.00 | $88,400 | Full time layout / supervision of demolition |
| Gravel for Temp Parking / Restore | | | | ***Excluded*** | Staging area assumed to be with sitework |
| **Subtotal of General Items** | | | | $697,400 | |
| **SITE CLEARING AND DEMOLITION** | | | | | |
| **Assume this work is part of the new building project** | | | | | |
| **DEMOLITION OF POOL AND STRUCTURE AND SEPARATION OF COLUMN LINE 22 WALL** | | | | | |
| **Disconnect Utilities to Pool** | | | | | |
| Excavate/Cut/Cap U.G. Water Lines | 3 | EA | $500.00 | $1,500 | |
| Excavate/Cut/Cap Sewer Main | 4 | EA | $500.00 | $2,000 | |
| Cut/Remove Sewer Vent Lines | 4 | EA | $500.00 | $2,000 | |
| Excavate/Cut/Cap Gas Main | 1 | EA | $500.00 | $500 | |
| Excavate and Remove UG Piping | 702 | LF | $25.00 | $17,550 | |
| Disconnect Electrical Services | 1 | LS | $2,500.00 | $2,500 | |
| **Remove Gallery Walkway and Corbels at Column Line 22 Wall** | | | | | Assumes C.L. 22 wall can remain as is and becomes a new interior wall at new pool |
| Fire Extinguisher Cabinets | 2 | EA | $150.00 | $300 | |
| Drinking Fountains in CMU Chase | 2 | EA | $500.00 | $1,000 | |
| Hose Bibbs in CMU Chase | 2 | EA | $500.00 | $1,000 | |

| | | | | |
|---|---|---|---|---|
| CMU Chases at Drinking Fountains | 43 | SF | $5.00 | $214 |
| Misc. Wall Mounted Items | 1 | LS | $500.00 | $500 |
| Lobby Entry Doors | 2 | EA | $150.00 | $300 |
| Salvage Sight Rail Wood Pieces | 2 | EA | $100.00 | $200 |
| Lobby Entry Hollow Metal Frame | 103 | SF | $5.00 | $514 |
| Sloped Plaster Soffit at Lobby Entry | 60 | SF | $10.00 | $600 |
| Soffit Framing at Lobby Entry | 40 | SF | $5.00 | $200 |
| Plywood Diaphragm at Lobby Entry | 59 | SF | $5.00 | $294 |
| Wall and Framing at Lobby Entry | 116 | SF | $3.50 | $406 |
| Glass and Frames at Room 48 | 81 | SF | $5.00 | $404 |
| Countertop / Supports in Room 48 | 7 | LF | $50.00 | $350 |
| Sawcut Conc. Knee wall at Room 48 | 7 | VF | $50.00 | $350 |
| Remove Conc. Knee wall at Room 48 | 44 | SF | $5.00 | $222 |
| Sawcut Slab on Grade in Office 48 | 7 | LF | $50.00 | $350 |
| Revolving Door / Framing at Air Lock | 1 | EA | $500.00 | $500 |
| Emergency Pool Exit Door / Frame | 1 | EA | $250.00 | $250 |
| Cut Wall Framing Above Exit Door | 8 | VF | $50.00 | $400 |
| Sawcut 6" Upper Wall at Emerg. Exit | 5 | VF | $75.00 | $375 |
| Sawcut CMU Wall at Emergency Exit | 2 | VF | $100.00 | $200 |
| Hand Excavate at Foundation | 1 | LS | $250.00 | $250 |
| Sawcut 10" Fdn Wall at Emerg. Exit | 3 | VF | $100.00 | $300 |
| Sawcut 12"Footing at Emergency Exit | 3 | LF | $125.00 | $375 |
| Cut Roof and Framing at C. L. 22 & B | 11 | LF | $50.00 | $550 |
| Sawcut 6" Upper Wall at 22 & B | 5 | VF | $75.00 | $375 |
| Hand Excavate at Planter | 1 | LS | $50.00 | $50 |
| Sawcut CMU Planter Wall | 3 | VF | $75.00 | $225 |
| Sawcut 12" Planter Grade Beam | 4 | VF | $125.00 | $500 |
| Sawcut 12" Planter Slab | 3 | LF | $100.00 | $300 |
| Sawcut Entry Walk at Planter | 7 | LF | $50.00 | $350 |
| Hand Excavate at Foundation | 1 | LS | $250.00 | $250 |
| Sawcut 10" Fdn Wall at 22 & B | 3 | VF | $100.00 | $300 |
| Sawcut 12"Footing at 22 & B | 3 | LF | $125.00 | $375 |
| Shore Gallery Deck During Sawcuts | 628 | SF | $20.00 | $12,560 |
| Sawcut Pool Gallery Deck at CL 22 | 115 | LF | $75.00 | $8,625 |
| Sawcut Deck Support Beams - 12" | 4 | VF | $200.00 | $800 |
| Sawcut Deck Support Corbels - 16" | 32 | VF | $200.00 | $6,400 |
| **Pool Demolition** | | | | |
| Disconnect Electrical Connections | 1 | LS | $2,500.00 | $2,500 |
| Disconnect Plumbing | 1 | LS | $2,500.00 | $2,500 |
| Pool Equipment and Exposed Piping | 1 | LS | $25,000.00 | $25,000 |
| Wood Roof Structure | 3030 | SF | $3.00 | $9,090 |
| Wood Wall Structures | 1653 | SF | $2.00 | $3,306 |
| Gallery Deck and Supporting Walls | 4734 | SF | $15.00 | $71,010 |
| Pool Deck and Foundations | 8722 | SF | $5.00 | $43,610 |
| Pool Shell and Buried Piping | 4069 | SF | $10.00 | $40,690 |

| | | | | | |
|---|---|---|---|---|---|
| **Close Existing Openings in Column Line 22 Wall** | | | | | Assume single pane aluminum storefront |
| At North End of Lobby | 103 | SF | $65.00 | $6,678 | |
| Reinstall Salvaged Sight Rail Pieces | 2 | EA | $150.00 | $300 | |
| At Office Room 48 | 48 | SF | $65.00 | $3,109 | Close opening at removed Counting Area |
| At Air Lock Door | 46 | SF | $65.00 | $2,961 | Replace with storefront and two doors |
| Storefront Doors | 4 | EA | $3,500.00 | $14,000 | Excludes panic hardware |
| **Add Shear Reinforcement to Column Line 22 CMU Walls** | | | | ***Excluded*** | Assume existing wall is sufficient |
| **Subtotal of Pool Demolition and Separation at Column Line 22** | | | | $292,317 | |
| **EXTERIOR ENVELOPE MODIFICATIONS** | | | | | |
| **Remove Wood Shake Roofing, Wall Siding, and Underlayment** | | | | ***Excluded*** | Separate budget |
| **Exterior Demolition** | | | | | |
| Built-up Flat Roofing | | | | | |
| Multi-Use Area | 4740 | SF | $3.00 | $14,220 | |
| Fan Room 102 | 833 | SF | $3.00 | $2,499 | |
| Central Area | 10630 | SF | $3.00 | $31,890 | |
| Damaged 3/4" Plywood Sheathing | 1620 | SF | $1.50 | $2,430 | Assume 10% of flat roof area |
| Sheet Metal Roofing at Multi-Use | | | | | |
| At Fan Room Above Multi-Use | 106 | SF | $7.50 | $792 | |
| Above Column Line 22 Wall | 162 | SF | $7.50 | $1,215 | |
| Remove Skylights and Metal Frames | | | | | Wood trim at tops of walls to remain |
| Central Area | 18 | EA | $225.00 | $4,050 | |
| North Slope by Pool Gallery | 18 | EA | $200.00 | $3,600 | |
| Temporary Opening Protection | 738 | SF | $5.00 | $3,690 | |
| Gypsum Sheathing at Flat Soffits | | | | | To allow access for sprayed insulation |
| Sloped Soffits | | | | ***Excluded*** | Assume existing to remain |
| Sloped Soffit at Multi-Use | 144 | SF | $2.00 | $288 | Along south wall |
| Flat Soffit | 1602 | SF | $0.75 | $1,202 | |
| Flat Soffit at Multi-Use Exit Doors | 55 | SF | $2.00 | $110 | |
| Flat Soffits at Building Entries | 430 | SF | $1.50 | $645 | |
| At Gable Ends | 41 | SF | $4.00 | $164 | |
| Remove Exterior Doors and Windows (Except Column Line 22) | | | | | |
| Salvage Interior Wood Trim Pieces | 487 | LF | $2.50 | $1,218 | |
| Type 2 Windows - 9 EA | 326 | SF | $5.00 | $1,631 | |
| Type 3 Windows - 12 EA | 440 | SF | $5.00 | $2,199 | |
| Type 5 Window - 1 EA | 36 | SF | $5.00 | $178 | |
| Hollow Metal Entry Doors/Closers | 8 | EA | $100.00 | $800 | |
| Salvage Sight Rail Wood Pieces | 8 | EA | $100.00 | $800 | |

| | | | | | |
|---|---|---|---|---|---|
| Entry Hollow Metal Frames - 4 EA | 405 | SF | $5.00 | $2,024 | |
| Clean Floor Closer Recesses | 8 | EA | $30.00 | $240 | |
| Hollow Metal Exit Doors | 11 | EA | $75.00 | $825 | |
| Hollow Metal Single Door Frames | 3 | EA | $150.00 | $450 | |
| Hollow Metal Double Door Frames | 4 | EA | $150.00 | $600 | |
| Temporary Closures in Exterior | 1456 | SF | $2.50 | $3,641 | To protect interior from weather |
| Clean Out Space Between Planters and Wall Sheathing | | | | | Assume planters to remain in place |
| Salvage Cap Block at Wood Walls | 187 | LF | $6.00 | $1,122 | Clean for reuse |
| Vacuum Out Sand Filler at Walls | 74 | CF | $35.00 | $2,592 | Sand in space between planter & sheathing |
| Repair Waterproofing at Planters | | | | ***Excluded*** | Assume waterproofing is intact |
| **Replace Roofing** | | | | | |
| Repl. 3/4" Plywood Roof Sheathing | 1620 | SF | $5.00 | $8,102 | Where removed at damaged areas |
| Membrane Roofing with Perimeter Flashings, Penetration Flashings, and R-30 Insulation | | | | | |
| Raise Roof Drain Elevations | 22 | EA | $800.00 | $17,600 | |
| Increase Size of Roof Drain Piping | 445 | LF | $70.00 | $31,150 | Remove and replace with 1" larger pipe |
| Additional Overflow Drains | 5 | EA | $1,500.00 | $7,500 | |
| Multi-Use Area | 4740 | SF | $15.00 | $71,100 | |
| Fan Room 102 | 833 | SF | $15.00 | $12,495 | |
| Central Area | 10630 | SF | $15.00 | $159,450 | |
| Sheet Metal Roofing with 3" Nailable Insulation and Ice and Water Shield | | | | | |
| To Replace Removed Sheet Metal Roofing | | | | | |
| At Multi-Use Above Fan Room | 106 | SF | $15.00 | $1,583 | |
| Above Column Line 22 Wall | 162 | SF | $20.00 | $3,240 | |
| To Replace Wood Shakes | | | | | |
| At Multi-Use | 4898 | SF | $12.00 | $58,777 | |
| Central Area East / West Sides | 1456 | SF | $12.00 | $17,477 | |
| Building Entries | 1625 | SF | $15.00 | $24,370 | |
| Central Area Skylight Monitors | 619 | SF | $15.00 | $9,290 | |
| Central Area Fan Room | 577 | SF | $15.00 | $8,654 | |
| North Slope by Pool Gallery | 1843 | SF | $15.00 | $27,645 | |
| Nailable Rigid Insulation - 3" Thick | 11286 | SF | $4.00 | $45,144 | Additional insulation sprayed from underside |
| Ice and Water Shield | 11286 | SF | $3.00 | $33,858 | |
| Sheet Metal Flashing and Trim | | | | | |
| Cap / Counter at Membrane Roofs | 1304 | LF | $25.00 | $32,600 | |
| Drip / Edge at Roof Perimeter | 616 | LF | $25.00 | $15,400 | |
| Outside Corners / Hips / Ridges | 775 | LF | $30.00 | $23,250 | |
| Valley Flashing | 87 | LF | $30.00 | $2,610 | |
| Internal Gutters at Entries | 114 | LF | $50.00 | $5,700 | Remove and replace with deeper gutters |
| Skylight Opening Perimeters | 326 | LF | $20.00 | $6,520 | |
| **Replace Skylights** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Build Up Curb Heights | | | | | Attach a 4" x 12" to existing frame piece |
| Central Area Monitors | 168 | LF | $25.00 | $4,200 | |
| North Slope by Pool Gallery | 268 | LF | $25.00 | $6,688 | |
| Flat Translucent Panel Skylights | | | | | Kalwall or equal - mounted on wood curbs |
| Central Area Monitors | 192 | SF | $90.00 | $17,280 | |
| North Slope by Pool Gallery | 468 | SF | $90.00 | $42,120 | |
| **Replace Soffits** | | | | | Assuming removed due to asbestos felt |
| Gypsum Sheathing Under Soffit Panels | | | | | |
| Sloped Soffits | | | | ***Excluded*** | Assume existing to remain |
| Sloped Soffit at Multi-Use | 144 | SF | $3.00 | $433 | Along south wall |
| Flat Soffit | 1602 | SF | $2.50 | $4,005 | |
| Flat Soffit at Multi-Use Exit Doors | 55 | SF | $2.50 | $138 | |
| Flat Soffits at Building Entries | 430 | SF | $2.50 | $1,075 | |
| At Gable Ends | 41 | SF | $5.00 | $205 | |
| Soffit Boards | | | | | Assume Hardie panel or similar |
| Sloped Soffits | 1411 | SF | $4.50 | $6,350 | |
| Sloped Soffits at Multi-Use | 144 | SF | $4.50 | $649 | Along south wall |
| Flat Soffits | 1602 | SF | $4.00 | $6,408 | |
| Flat Soffits at Multi-Use | 55 | SF | $4.00 | $220 | At exit doors in south wall |
| Flat Soffits at Building Entries | 430 | SF | $4.00 | $1,720 | At entry doors in west wall |
| At Gable Ends | 41 | SF | $6.00 | $246 | |
| Plywood Sheathing at Light Cove | 287 | SF | $3.50 | $1,005 | 1/2" sheathing |
| Sloped Soffits at Light Coves | 633 | SF | $5.00 | $3,167 | At building entries |
| Vent Screen at Soffit | 490 | LF | $5.00 | $2,450 | |
| Trim Pieces | | | | | Assume Hardie trim material |
| Perimeter Fascia Board | 510 | LF | $40.00 | $20,400 | 14" wide |
| Trim Under Gable Ends of Soffit | 41 | LF | $10.00 | $410 | |
| Trim at Vent Screen | 1470 | LF | $8.00 | $11,760 | |
| At Edges of Soffit Panels | 1125 | LF | $7.00 | $7,875 | |
| Fascia Board at Edge of Light Cove | 128 | LF | $30.00 | $3,840 | 12" wide |
| Sloped Soffit at Light Coves | 288 | LF | $10.00 | $2,880 | |
| Flat Soffits at Building Entries | 220 | LF | $7.00 | $1,540 | At entry doors in west wall |
| Bottom of Bulkhead Walls at Entry | 56 | LF | $10.00 | $560 | |
| Repaint Louvers in Soffits | 4 | EA | $150.00 | $600 | |
| **Repair Exposed Roof Beam Ends** | | | | | |
| Epoxy Wood Filler in Beam Ends | 64 | EA | $50.00 | $3,200 | To repair weather damage |
| Sheet Metal Cap Flashings on Beams | 64 | EA | $150.00 | $9,600 | |
| Restain Beam Ends | 64 | EA | $25.00 | $1,600 | |

| | | | | | |
|---|---|---|---|---|---|
| **Replace Exterior Windows and Doors (Except Column Line 22)** | | | | | |
| New Storefront Windows in Lieu of Original Hollow Metal | | | | | |
| Punched Window Openings | 802 | SF | $85.00 | $68,140 | |
| Building Entries at West Side | 405 | SF | $85.00 | $34,403 | |
| Sill Flashings Under Storefront | 179 | LF | $20.00 | $3,580 | |
| Storefront Doors w/Exit Hardware | 8 | EA | $5,000.00 | $40,000 | |
| New Hollow Metal Doors and Frames in Existing Openings | | | | | |
| Hollow Metal Single Door Frames | 3 | EA | $450.00 | $1,350 | |
| Hollow Metal Double Door Frames | 4 | EA | $500.00 | $2,000 | |
| Hollow Metal Exit Doors | 11 | EA | $750.00 | $8,250 | |
| New Exit Door Hardware | 11 | EA | $1,500.00 | $16,500 | |
| Paint New Hollow Metal Frames | 7 | EA | $60.00 | $420 | |
| Paint New Hollow Metal Doors | 11 | EA | $75.00 | $825 | |
| Perimeter Membrane Flashings | 625 | LF | $2.50 | $1,563 | |
| **Repair Damaged Plywood Sheathing on Sloped Roofs and Under Siding** | | | | | Assume 5% of area damaged |
| Remove Existing Wall Sheathing | 904 | SF | $2.50 | $2,260 | |
| Replace Existing Sheathing | 904 | SF | $5.00 | $4,521 | |
| **Modify Foundation Insulation** | | | | ***Excluded*** | Assume existing is sufficient |
| **Insulate Exterior Walls and Sloped Roofs** | | | | | Except Column Line 22 wall |
| Sprayed Air Barrier on Sheathing | | | | | |
| Under Sloped Metal Roofing | 6504 | SF | $4.50 | $29,268 | |
| On Sheathing Above Soffits | 4782 | SF | $4.50 | $21,519 | On vertical walls above soffits |
| Under Metal Wall Siding | 3261 | SF | $4.50 | $14,672 | |
| Under Fiber Cement Board Siding | 8319 | SF | $4.50 | $37,437 | |
| Rigid Insulation on Walls - 3" | | | | | Balance is sprayed insulation |
| Under Metal Siding | 3261 | SF | $4.00 | $13,042 | |
| Under Fiber Cement Board Siding | 8319 | SF | $4.00 | $33,278 | |
| Spray Insulation Behind Planters | 436 | SF | $5.00 | $2,179 | To fill void where sand is removed |
| Spray Insulation in Framing | | | | | |
| Under Sloped Roofing | 6504 | SF | $2.50 | $16,260 | |
| Above Soffits | 4782 | SF | $2.50 | $11,955 | On vertical walls above soffits |
| Under Metal Wall Siding | 3261 | SF | $2.50 | $8,151 | |
| Under Fiber Cement Board Siding | 8319 | SF | $2.50 | $20,798 | |
| Furring and Drywall on Ext. Walls | 1257 | SF | $8.00 | $10,058 | To cover insul. in Boiler Room, Hallway, etc. |
| **New Exterior Wall Siding** | | | | | |
| Roof Gable and Step Walls | | | | | Metal siding on furring over insulation |
| Fan Room Above Multi-Use | 96 | SF | $30.00 | $2,891 | |
| Gable Ends at Multi-Use | 648 | SF | $28.00 | $18,144 | |
| East Side at Roof Notches | 96 | SF | $30.00 | $2,869 | |

| | | | | | |
|---|---|---|---|---|---|
| Gables at East Side Roof Notches | 218 | SF | $30.00 | $6,543 | |
| Vertical Walls of Boiler Room | 345 | SF | $28.00 | $9,671 | |
| Vertical Walls Above Transformer | 247 | SF | $28.00 | $6,911 | |
| Roof Step Wall at Multi-Use | 827 | SF | $28.00 | $23,156 | |
| Fan Room Above Central Area | 406 | SF | $30.00 | $12,174 | |
| Gables at Skylight Monitors | 234 | SF | $32.00 | $7,488 | |
| Trim Strip at Base of Wall Panels | 214 | LF | $60.00 | $12,840 | To simulate redwood trim piece |
| Repaint Exposed Wall Louvers | 8 | EA | $150.00 | $1,200 | |
| Fiber Cement Wall Siding and Trim | | | | | Assume Hardie board siding with trim strips |
| Multi-Use Area | 5339 | SF | $12.00 | $64,073 | |
| West Elevation | 767 | SF | $12.00 | $9,206 | |
| East Elevation | 2213 | SF | $12.00 | $26,553 | |
| Exterior Columns at Building Entry | 86 | SF | $30.00 | $2,573 | |
| Plywood Sheathing Under Siding | 8319 | SF | $4.00 | $33,278 | To attach battens, trim, etc. |
| Repaint Exposed Wall Louvers | 2 | EA | $250.00 | $500 | At Boiler Room |
| **Caulking and Sealants for Exterior** | 1 | LS | $10,000.00 | $10,000 | |
| **Subtotal of Exterior Envelope Modifications** | | | | $1,523,752 | |
| **MISCELLANEOUS INTERIOR DEMOLITION AND STRUCTURAL UPGRADES** | | | | | Remove items not containing asbestos |
| Removal of Loose Equipment and Furnishings | | | | ***By Owner*** | |
| **Demolition in Fan and Storage Rooms** | | | | | For access to sprayed insulation |
| Wood Base in Multi-Use Fan Room | 79 | LF | $1.00 | $79 | |
| Multi-Use Fan Room Wall Drywall | 844 | SF | $1.00 | $844 | |
| Multi-Use Fan Room Ceiling Drywall | 877 | SF | $1.25 | $1,096 | |
| Remove/Reinstall Soffit Louver | 1 | LS | $500.00 | $500 | For drywall material handling |
| Multi-Use Storage Wall Drywall | 144 | SF | $1.00 | $144 | |
| Multi-Use Storage Ceiling Drywall | 627 | SF | $1.25 | $784 | For fire sprinkler access |
| Wood Base in Center Area Fan Room | 111 | LF | $1.00 | $111 | |
| Center Area Fan Room Wall Drywall | 992 | SF | $1.00 | $992 | |
| Center Area Fan Room Clng Drywall | 833 | SF | $1.25 | $1,041 | |
| Remove/Reinstall Wall Louver | 1 | LS | $500.00 | $500 | For drywall material handling |
| Dumpsters for Drywall Work | 2 | EA | $500.00 | $1,000 | |
| **Demolition in Trash Room** | | | | | For access to sprayed insulation |
| Plaster on Walls | 163 | SF | $5.00 | $817 | |
| Plaster on Ceiling | 109 | SF | $6.00 | $653 | |
| **Remove Finishes, Doors, and Interior Partitions Throughout Remainder of Building** | | | | | |
| Miscellaneous Visqueen Enclosures | 1 | LS | $500.00 | $500 | |
| Miscellaneous Barricades / Closures | 1 | LS | $1,500.00 | $1,500 | |

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|---|---|---|---|---|---|
| Multi-Use Area | 6101 | SF | $4.00 | $24,404 | |
| Locker Room and Restroom Spaces | 1914 | SF | $15.00 | $28,710 | Remove CMU walls and floor slab |
| Balance of Center Area Space | 10675 | SF | $5.00 | $53,375 | Not including Trash and Boiler Rooms |
| Cut New Openings in CMU Walls | 1 | LS | $15,000.00 | $15,000 | To allow for new floor plan |
| **Upgrade Existing CMU Shear Walls** | | | | | |
| Preliminary Investigations | 1 | LS | $5,000.00 | $5,000 | To determine reinforcing / grouting pattern |
| Prepare Existing CMU Walls | 6968 | SF | $1.75 | $12,194 | |
| Reinforcing Mesh - 2" x 2" #12 | 6968 | SF | $2.50 | $17,419 | |
| Protect Wood Ceiling Deck | 2372 | SF | $2.50 | $5,930 | To protect exposed T&G wood ceiling |
| Sprayed Gunite 4" Thick on One Side | 6968 | SF | $6.00 | $41,807 | From floor to main roof line |
| Premium for Close Tolerance Finish | 6968 | SF | $3.00 | $20,903 | To allow for final finish such as furring |
| Allowance for Foundation Upgrades | 1 | LS | $75,000.00 | $75,000 | In selected locations where needed |
| Allowance for Additional Anchorage | 1 | LS | $50,000.00 | $50,000 | At tops of CMU walls |
| **Upgrade Existing Plywood Shear Walls and Roof Decks** | | | | | Increase nailing per Structural Report |
| Multi-Use Exterior Walls | 8277 | SF | $0.10 | $828 | |
| Multi-Use Roof Deck | 4740 | SF | $0.10 | $474 | |
| Multi-Use Sloped Roof Deck | 4898 | SF | $0.10 | $490 | |
| Center Area Exterior Walls | 3774 | SF | $0.10 | $377 | |
| Center Area Interior Shear Walls | 3139 | SF | $0.10 | $314 | |
| Diaphragms Btwn Main / Upper Roofs | 3751 | SF | $0.20 | $750 | In space between roofs |
| Center Area Roof Deck | 10630 | SF | $0.10 | $1,063 | |
| Center Area Fan Room Roof Deck | 833 | SF | $0.10 | $83 | |
| North Sloped Roof by Pool Gallery | 1843 | SF | $0.10 | $184 | |
| Allowance for Added Anchor Bolts | 1 | LS | $10,000.00 | $10,000 | |
| Allowance for Additional Tiedowns | 1 | LS | $10,000.00 | $10,000 | |
| **Allowance for Structural Modifications** | 1 | LS | $10,000.00 | $10,000 | Beams, etc. to accommodate new program |
| **Subtotal of Interior Demolition and Structural Upgrades** | | | | $394,866 | |

**INTERIOR FINISHES AND MEP MODIFICATIONS**

| | | | | | |
|---|---|---|---|---|---|
| **Repair Finishes in Fan and Multi-Use Storage Rooms** | | | | | Where removed for insulation access |
| Wood Base in Multi-Use Fan Room | 79 | LF | $20.00 | $1,580 | |
| Multi-Use Fan Room Wall Drywall | 844 | SF | $5.00 | $4,219 | |
| Multi-Use Fan Room Ceiling Drywall | 877 | SF | $6.00 | $5,260 | |
| Multi-Use Storage Wall Drywall | 144 | SF | $5.00 | $720 | |
| Multi-Use Storage Ceiling Drywall | 627 | SF | $6.00 | $3,762 | |

| | | | | | |
|---|---|---|---|---|---|
| Wood Base in Center Area Fan Room | 111 | LF | $20.00 | $2,220 | |
| Center Area Fan Room Wall Drywall | 992 | SF | $5.00 | $4,961 | |
| Center Area Fan Room Clg Drywall | 833 | SF | $6.00 | $4,998 | |
| New Flooring in Multi-Use Storage | 620 | SF | $6.00 | $3,720 | |
| New Rubber Base in MU Storage | 160 | LF | $2.50 | $400 | |
| Repaint Wood Trim in Fan Rooms | 258 | LF | $2.50 | $645 | |
| Repaint Drywall in Fan Rooms | 6053 | SF | $1.00 | $6,053 | |
| Paint Misc. Items in Fan Rooms | 1 | LS | $1,000.00 | $1,000 | |
| **Repair Finishes in Trash Room** | | | | | Where removed for insulation access |
| Plaster on Walls | 163 | SF | $10.00 | $1,634 | |
| Plaster on Ceiling | 109 | SF | $12.00 | $1,306 | |
| Epoxy Paint in Trash Room | 422 | SF | $2.50 | $1,055 | |
| **Repair Finishes in Boiler Room** | | | | | Where modified for new insulation |
| Paint Drywall Furring | 623 | SF | $1.25 | $778 | Added to cover sprayed insulation |
| Paint Exposed CMU / Gunite | 560 | SF | $2.00 | $1,120 | |
| Paint Exposed Wood Ceiling | 610 | SF | $1.50 | $915 | |
| Paint Exposed Wall Louvers | 2 | EA | $250.00 | $500 | |
| New Rubber Base on Furred Wall | 53 | LF | $2.50 | $133 | |
| **Allowances for Finishes in Existing Spaces - New Partitions, Ceilings, Doors, Flooring, Millwork, and Specialty Items** | | | | | |
| Multi-Use Area | 6101 | SF | $50.00 | $305,050 | |
| Locker Room and Restroom Spaces | 1914 | SF | $250.00 | $478,500 | |
| Balance of Center Area Space | 10675 | SF | $60.00 | $640,500 | |
| Temporary Heat for Finishes | 1 | LS | $50,000.00 | $50,000 | |
| **Allowance for Specialties** | | | | | |
| Allowance for Interior Graphics | 1 | LS | $15,000.00 | $15,000 | Includes paint and wall mounted panels |
| Banners Hung From Ceiling | 1 | LS | $10,000.00 | $10,000 | |
| Acoustical Wall Panels | 1 | LS | $20,000.00 | $20,000 | |
| **Fire Sprinklers** | | | | | |
| New Water Main to Supply Sprinklers | | | | ***Excluded*** | Assume extended from new addition |
| Dry System Valves and Compressor | 1 | LS | $20,000.00 | $20,000 | |
| Dry Sprinklers in Soffit Areas | 4317 | SF | $8.00 | $34,535 | |
| Multi-Use Fan and Storage Rooms | 1504 | SF | $5.00 | $7,518 | |
| Center Area Fan Room and Soffits | 310 | SF | $6.00 | $1,860 | |
| Multi-Use Area | 6101 | SF | $5.00 | $30,505 | |
| Cavity Between Main / Lower Roofs | 10630 | SF | $6.50 | $69,095 | |
| Center Area | 12589 | SF | $5.00 | $62,945 | |
| Fire Pump | | | | ***Excluded*** | Assume local water pressure is sufficient |
| **Plumbing** | | | | | In Center Area only |
| Remove Existing Piping Distribution | 12589 | SF | $1.00 | $12,589 | Assume fixtures removed w/interior demo |
| New Piping and Fixtures | | | | | Assume reusing existing 3" water service |

| | | | | | |
|---|---|---|---|---|---|
| Locker Room and Restroom Spaces | 1914 | SF | $35.00 | $66,990 | |
| Balance of Center Area Space | 10675 | SF | $5.00 | $53,375 | |
| Connections to HVAC Equipment | 1 | LS | $10,000.00 | $10,000 | |
| **HVAC** | | | | | Assume new system is forced air vs. radiant |
| Disconnect Radiant Heat System | 1 | LS | $1,500.00 | $1,500 | |
| Remove Equipment from Fan Rooms | 2 | EA | $25,000.00 | $50,000 | |
| Remove Existing Ductwork / Piping | 21746 | SF | $3.00 | $65,237 | |
| New HVAC Equip/Piping/Ductwork | 21746 | SF | $32.00 | $695,857 | Assume equipment in existing mechanical rooms |
| Premium for Ducted Returns | 21746 | SF | $5.00 | $108,728 | |
| Reconnect Radiant Heat at Entries | 1 | LS | $2,500.00 | $2,500 | |
| Roof Flashing at New Flues | 1 | LS | $2,500.00 | $2,500 | |
| Painting of Exposed Piping | | | | ***Excluded*** | Assume pipe is insulated |
| Painting of Exposed Ductwork | 1 | LS | $10,000.00 | $10,000 | Excluded in Mechanical Rooms |
| Temperature Controls | 21746 | SF | $5.00 | $108,728 | |
| Testing and Balancing | 21746 | SF | $2.00 | $43,491 | |
| **Electrical and Low Voltage Systems** | | | | | |
| Temp. Electrical Power / Lighting | 21746 | SF | $0.50 | $10,873 | |
| Rem. Exist. Fixtures/Conduit/Wiring | 21746 | SF | $1.00 | $21,746 | |
| Rem. Exist. Low Voltage Cabling | 21746 | SF | $0.50 | $10,873 | |
| New Distribution Panels | 1 | LS | $50,000.00 | $50,000 | Assume existing service can be reused |
| New Lighting and Controls | 21746 | SF | $12.00 | $260,946 | |
| New Power Distribution | 21746 | SF | $6.00 | $130,473 | |
| Connect HVAC Equipment | 1 | LS | $10,000.00 | $10,000 | |
| Fire Alarm System | 21746 | SF | $5.00 | $108,728 | Assume new system |
| New MDF / IDF Equipment | 1 | LS | $30,000.00 | $30,000 | Assume existing services can be reused |
| Rough-in IT Conduit and Boxes | 21746 | SF | $1.50 | $32,618 | |
| New Structured Cabling | 21746 | SF | $1.50 | $32,618 | |
| A/V Conduit and Cabling | 21746 | SF | $1.50 | $32,618 | For sound systems and televisions |
| A/V Equipment | | | | ***Excluded*** | Assume with FF & E |
| Allowance for Sound Systems | 1 | LS | $50,000.00 | $50,000 | In activity and multi-purpose rooms |
| Rough-in Security Conduit and Boxes | 21746 | SF | $1.00 | $21,746 | |
| Security Cabling and Equipment | 21746 | SF | $1.50 | $32,618 | Access control and cameras |
| First Responder Radio Amplification System | | | | ***Excluded*** | Assume not required |
| Electric Vehicle Charging Stations | | | | ***Excluded*** | Assume with site improvements |
| Standby Electrical Generator | | | | ***Excluded*** | Assume not required |
| **Subtotal of Interior Finishes and MEP Modifications** | | | | $3,859,839 | |

**BASE ESTIMATE SUMMARY**

| | | |
|---|---|---|
| General Items | $697,400 | |
| Pool Demolition and Separation of Structure at C.L. 22 | $292,317 | |
| Exterior Envelope Modifications | $1,523,752 | |
| Interior Demolition and Structural Upgrades | $394,866 | |
| Interior Finishes and MEP Modifications | $3,859,839 | |
| Subtotal | $6,768,173 | |
| Indirect Costs - Insurance/Bonds/Permits-7% | $473,772 | |
| Subtotal | $7,241,945 | |
| General Contractor Overhead and Profit-6% | $434,517 | |
| Subtotal | $7,676,462 | |
| Design and Estimating Contingency-15% | $1,151,469 | |
| **Total Estimated Base Construction Cost** | **$8,827,931** | |
| **Remaining Building is 22,213 sq. ft.** | **$397.42** | **/SF** |

**Cost Estimate assumptions**

- This estimate is based on the assumption this work will be part of a larger concurrent project that will include an addition to the existing building and reconstruction of the parking lot. The duration of construction will vary depending upon the phasing required. The General Conditions (supervision) in this estimate are based on an assumed duration of 10 months, which would be a portion of the larger project.

- The existing building will be vacated during construction Prior to the start of this work, all materials containing asbestos or other hazardous materials will be removed and safely disposed of by an abatement contractor specialized in such removal. This will include removal of all wood shakes and redwood siding and underlying building paper; all interior drywall with texture, down to the underlying framing; all floor coverings adhered with mastic containing asbestos fibers; all asbestos-containing material in the pool area; and composite fire doors. Items that must be removed to gain access, such as cabinetry and wood trim shall also be disposed of prior to the start of this project.

- This estimate includes demolition and removal of the existing Pool Gallery structure, pool deck, pool shell, and underground piping to make it ready for construction of the new addition. The common wall on Column Line 22 will left in place, but the suspended deck, supporting corbels, and windows and doors in this wall will be removed. It is assumed this wall will be incorporated into the new addition (but be separated by an expansion joint).

- Structural upgrades include the application of a 4" thick layer of reinforced sprayed concrete to upgrade existing CMU shear walls, additional nailing of existing wood shear walls and diaphragms, and allowances for additional attachment of shear walls to the existing structure and additional attachment of shear walls to existing foundations. It has been assumed the existing foundations are generally adequate to withstand the increased design loads, but an allowance has been included to upgrade a portion of existing foundation locations.

- It is assumed the new program can be configured to work around existing shear wall locations, with only minor openings required.

- Allowances have been included to remove and replace up to ten percent (10%) of existing upper roof sheathing and five percent (5%) of sheathing under sloped roofs and vertical walls. No allowance is included for repair of the main roof tongue and groove decking, except for within the interior finish allowances.

- Existing floor slabs have been assumed to be left in place except at restroom and locker room areas, where floor slabs will be removed to allow for new sloped floors. These new floor slabs are included in the finish allowance for these spaces.

- New wall and roof insulation, air barrier, and upgraded doors, windows, and skylights will be provided for all exterior walls and roofs except for the wall on Column Line 22. New uninsulated storefront is included to close existing openings in this wall, but no insulation or finish is provided. It has been assumed the existing foundation insulation is sufficient.

- The new exterior envelope will consist of membrane roofing over 6" of rigid insulation on flat roofs; metal roofing over 3" of nailable rigid insulation on sloped roofs; metal siding over 3" of rigid insulation on gables and vertical walls; and cementitious fiber board siding over 3" of rigid insulation on walls currently covered with redwood siding. A sprayed air barrier will be applied to the substrate prior to installation of the rigid insulation (except a loose air barrier on flat roofs), and sprayed insulation will be applied to the interior surface of the exterior framed walls (except under flat roofs). Drywall will be replaced on the interior side of these exterior walls. Aluminum storefront framing has been assumed in lieu of the original hollow metal frames to improve thermal performance.

- Areas that are likely to remain in their current use, such as fan rooms, Multi-Use storage rooms, Boiler Room, and Trash Room will be left as is, except for modifications required to insulate the exterior walls and roofs, and be restored to their original condition.

- All work is to be done during normal business hours, without significant overtime or night work.

- No provisions are included in this estimate for temporary space for Recreation Center personnel or storage of Owner equipment.

- As part of the new addition and site improvements, it will be necessary to extend a new water service main to supply fire sprinklers for both the new addition and this existing building. It has been assumed this new water main will be part of the site improvements, and not included as part of this work. The new Fire Sprinkler Entry Room and Fire Department response point will be in the new addition.

- Fire sprinklers have been included as required by code for both for the main level and the interstitial space between the main and upper roofs. A separate dry fire sprinkler system has also been included for exterior soffits and concealed soffit framing.

- It has been assumed the existing 3" domestic water service, sanitary sewer service, electrical power, natural gas, and tele/data services are sufficient for this building and can be left as is and modified to reflect any new conditions.

- New HVAC equipment has been assumed to be located in the existing fan and boiler rooms. All existing equipment would be removed A premium for return ductwork has been included, versus the use of return air plenums, due to the wood structure.

- See the body of the estimate for further assumptions / inclusions / exclusions.

- Items marked by "Allowance" were non-quantifiable.

- This estimate is based upon summer 2020 construction costs. If the project start date is after that, an escalation factor of five percent (5%) per year must be added.

- There were many assumptions required to prepare this cost estimate, some of which may not be correct. To attempt to account for this uncertainty, a contingency of fifteen percent (15%) has been included.

**Exclusions**

- Architect & Engineering or Other Consultant Fees
- Testing / Asbestos or Hazardous Materials Mitigation
- Field Inspections and Quality Control Testing
- Significant Temporary Heat or Cold Weather Protection
- Planning and Zoning Permits, Fees, and Approvals
- Upgrades to the Electrical, Natural Gas, Water, Telephone, Cable TV, and Fiber Optic Services to the Building
- Builder's Risk Insurance on the New Addition
- Reinforcement of the Existing Structure to Support New Snow Drift Loads
- Additional Insulation on Foundation Walls or Under Floor Slabs
- Additional Draft Stops in Soffits and Ceiling Cavities
- ADA Door Operators
- Audio / Visual Equipment, Except for an Allowance for Sound Systems
- Elevators or ADA Lifts
- Fire Pump or Standby Generator
- Removal of Existing Loose Furniture and Equipment
- Furniture, Fixtures & Equipment (FF&E), Including All Fitness and Weight Equipment

# SECTION 3: BUILDING ASSESSMENT

- Code Compliance Assessment
- Compliance Plans
- Existing Accessibility Analysis

**Code Compliance Assessment**

**Assumptions**

The Project consists of an alteration and addition to the existing Recreation Center Facility. The multi-use, administrative and locker room areas of the existing building will be retained and altered to accommodate a portion of the program requirements for the new facility. The balance of the program requirements are to be included in an addition to the building. The existing swimming pool and structure located to the north of the grid line 22 are to be eliminated and replaced with a new aquatic natatorium in the new addition.

- There is no change in Occupancy Types from those at existing with Recreation & Swim Complex
- Structural changes do not exceed 50%

**Existing Conditions**

- Building Area= 32,017 SF, Single Story
- Not currently protected by automatic fire sprinkler system (AFS)
- Occupancy Type: Assembly A-3
- Type of Construction: Type VB
- 30 ft open on all sides of the building

Existing area approximations

| | |
|---|---|
| • Multi-use Activity Areas, Administration | 20,657 sf |
| • Swimming Pool Complex | 11,360 sf |
| • Total | 32,017 sf |

**Allowable Area and construction Type Analysis**

Applicable Codes - 2019 California Building Code (CBC)
Allowable Building Area options based on Type of Construction:

- Type VB-NS
  Area factor from Tables 506.2 = 6,000 sf
  Allowable area increase (separation all sides)
  6,000 sf+ (6,000 x .75) = 10,500 sf

- Type VB -w/Automatic Fire System (AFS)
  Area factor from Table 506.2 = 24,000 sf
  Allowable area increase (separation all sides)
  24,000 sf+ (6,000 x .75) = 28,500 sf
  Note: If no building addition or expansion is planned, the existing building would meet the allowable area limitations of Type VB construction, if an automatic fire sprinkler system is installed.

  If a building addition is planned, the allowable area increase would decrease depending on the linear footage of existing perimeter. Assuming expansion on two sides (pool expansion in current location, gymnasium expansion elsewhere.

| | |
|---|---|
| Existing building perimeter | = 716 lin. ft. |
| Amount of perimeter affected by an addition | = 288 lin. ft. |
| Allowable increase due to separation | = (288/716 lf x 6000) = 2413 sf |
| 24,000 sf+ 2,413 = | = 26,413 sf |

- Type IIIB - NS
  Area factor from Table 506.2 = 9,500 sf
  Allowable area increase (separation all sides)
  9,500 sf+ (9,500 x .75) = 16,625 sf

- Type IIIB -w/AFS
  Area factor from Table 506.2 = 38,000 sf

Allowable area increase (separation all sides)
38,000 sf+ (9,500 x .75) = 45,125 sf

**Compliance Options for existing building:**

- Type VB
  Add Automatic Fire Sprinkler System
  Allowable area w/o separations = 24,000 sf
  Actual Area = 20,400 ok
  Provide building separation fire walls between the remaining portion of existing building and any new additions
  - 2-hr if addition is V-A
  - 3-hr if addition is 11I-B

  Type III-B
  Add Automatic Fire Sprinkler System

  Change existing exterior bearing walls to 2-hr, n-combustible. Fire treated wood framing okay "

  Firewalls not required if total building area per story, including a Type III-B
  addition, does not exceed 45,125 sf and total building area (2-stories) does not exceed 90,250 sf.

**Impacts on Building Renovation and Recommendations:**

- Install new automatic fire sprinkler system
- Install new fire alarm and notification system
- Remove and replace building roof system, and any deck showing signs of deterioration
- New roof insulation R35
- New exterior continuous EPS insulation at exterior, batt insulation inside stud cavity, R19 total
- New exterior wall sheathing

**Existing and Accessibility Analysis**

The Access Compliance Assessment below, previously prepared by Williams + Paddon, generally identifies areas and elements of the existing facility that are not in compliance with current accessibility codes.
Alterations to the existing facility will be subject to the requirements of CBC Section 11 B-202. The requirements include full compliance for all altered elements and spaces and an accessible path of travel to the specific areas of alteration. The primary accessible path of travel shall include:

1. A primary entrance to the building or facility,
2. Toilet and bathing facility serving the area,
3. Drinking fountains serving the area,
4. Public telephones serving the area, and
5. Signage

The cost of the alteration will exceed the valuation threshold so full compliance with the requirements described above is mandatory regardless of cost unless the enforcing agency determines that the cost is an unreasonable hardship.

The following assessment was provided by Williams + Paddon in the facility assessment conducted March 2016.

**SOUTH LAKE TAHOE RECREATION / SWIM COMPLEX**

**Access Compliance Overview**

WP Project No. 152400
1/13/2016

| Item | Condition Exist? Y/N | Fully Compliant Y/N | Notes |
|---|---|---|---|
| **Site Arrival Points** | | | |
| Accessible route from public way to accessible entry | N | N | New Project needs to provide an accessible route from public way to accessible entry point. |
| Accessible Route connecting accessible buildings on same si | Y | N | Pathway to Ice Rink Facility exists.<br>Moderate differential slab elevations between Rec & Swim and Ice Rink.<br>Ramps, landings, sidewalk slope and cross slope compliance not verified.<br>No detectable warnings (truncated domes) at vehicular way crossings |
| **Entrances and Exterior Ground Floor Exits** | | | |
| Clearances | Y | Y | Clearances at exterior doors appears compliant |
| Hardware | Y | N | Hardware type, mounting heights need to be modified for compliance |
| Slopes / Cross Slopes | Y | N | Pathway exists. Exact landing elevations, walk slope & cross slope compliance not verified.<br>Landings elevations may need to be modified for compliance |
| Signage | N | N | New and additional accessibility signage needs to provided with new Project |
| **Accessible Means of Egress** | | | |
| Clearances | Y | Y | Clearances at exterior doors appears compliant. |
| **Walking Surfaces** | | | |
| Sidewalks | Y | N | Cracks, uneven joints, uneven surfaces, uplifting and uneven surface textures are prevalent.<br>Site pathways, sidewalks and walkways should be replaced as part of a new Project. |
| Walks | Y | N | Cracks, uneven joints, uneven surfaces and uneven surface textures are prevalent.<br>Site pathways, sidewalks and walkways should be replaced as part of a new Project. |
| Slope | Y | TBD | Ramps, landings, sidewalk slope and cross slope compliance not verified.<br>Exact ramp, landing elevations, walk slope & cross slope compliance not verified. |
| Changes in level | Y | N | Site pathways, sidewalks and walkways should be replaced as part of a new Project.<br>Uneven walkway joints are prevalent.<br>Exact ramp, landing elevations, walk slope & cross slope compliance not verified.<br>Site pathways, sidewalks and walkways should be replaced as part of a new Project. |
| Clearances | Y | N | |
| Widths | Y | N | Walkways vary in width, not all compliant.<br>Non-compliant sidewalks and walkways should be replaced as part of a new Project |
| **Protruding Objects** | | | |
| Site | - | - | None found |

**SOUTH LAKE TAHOE RECREATION / SWIM COMPLEX**

## Access Compliance Overview

WP Project No. 152400
1/13/2016

| Item | Condition Exist? Y/N | Fully Compliant Y/N | Notes |
|---|---|---|---|
| **Floor or Ground Surfaces** | Y | As Noted | Generally found compliant with floor and ground surfaces stable, firm and slip resistant.<br>Recommend slip resistance testing of tile surfaces, pathways to pool and pool deck.<br>Floor drains and slot drains opening width and direction are non-compliant. |
| **Knee and Toe Clearances** | - | N | Observed counters and lavatories do not provide required clearances where required. |
| **Reach Ranges** | - | N | Observed counters and lavatories do not provide required clearances where required. |
| **Operable Parts** | - | N | Observed toilet & locker accessories, lockers, kitchen appliances, public telephone, do not provide required clearances where required. |
| **Doors, Doorways and Gates** | | | |
| Rooms and Spaces | Y | As Noted | Generally found compliant with exception of Doors 3, 13 and 28 (non-compliant width) and revolving door to pool. |
| Maneuvering Clearances | Y | | Generally found compliant with exception of Pool Admin/Lifeguard Areas, Restrooms (M&W), all Locker Rooms (M&W) and revolving door to pool . |
| Hardware | Y | | Hardware type, mounting heights need to be modified for compliance. |
| **Ramps** | Y | N | Ramp to Pool Equipment Room exceeds slopes, no level landings.<br>New Project should consider relocation and/or reconstruction. |
| **Curb Ramp** Configuration | Y | N | Curb Ramp near main entry.<br>New Project should consider relocation or reconstruction and /or relocation.<br>No detectable warnings (truncated domes) at vehicular way crossing. |
| **Elevators** | N | | |
| **Parking Spaces** | | | |
| Quantity | | | |
| Van | N | N | |
| Size | | | |
| Location | | N | |
| Configuration | | | Accessible pathway to entry not identified |
| Signage | Y | N | |
| **Passenger Loading Zone** | | | |
| Size | N | N | |
| Location | | N | |
| Configuration | | N | |
| Signage | | N | |

**SOUTH LAKE TAHOE RECREATION / SWIM COMPLEX**

## Access Compliance Overview

WP Project No. 152400
1/13/2016

| Item | Condition Exist? Y/N | Fully Compliant Y/N | Notes |
|---|---|---|---|
| **Stairways** (Access to Pool Gallery level) | | | |
| Rise/Run | Y | Y | |
| Surfaces | Y | Y | |
| Contrasting Stripe | Y | N | Top and bottom risers not contrasting color. |
| Landings | Y | N | Landing sizes and slopes are non-compliant. |
| Handrails | Y | N | Height and extensions are non-compliant. |
| **Drinking Fountains** | | | |
| Clear Space | Y | Y | |
| Knee/Toe Clearance | | Y | |
| Spout Height/Location | | TBD | |
| **Toilet Facilities and Bathing Facilities** | | | |
| Access Clearances | Y | N | |
| Water Closets | Y | N | |
| Urinals | Y | N | |
| Lavatories./Sinks | Y | N | |
| Shower Compartments | Y | N | |
| Accessories | Y | N | |
| Signage | Y | N | |
| **Fire Alarm Systems** | | | |
| Audible | N | | Not tested. |
| Visible | N | | |
| Manual alarm pull box reach heights | N | | |
| **Signs - Locations** | | | |
| Exit doors | N | N | |
| Toilet and Bathing Facility Signs | Y | N | |
| Areas of Refuge | N | N | |
| Directional (Means of Egress) | N | N | |
| Tactile Exit Signs | N | N | |
| Parking | Y | N | |
| Entrance | Y | N | |
| Toilet Rooms and Bathing Rooms | Y | N | |
| TTY's | N | N | |
| Assistive Listening | N | N | |
| **Telephones** | Y | N | Pay phone in vestibule. |

**SOUTH LAKE TAHOE RECREATION / SWIM COMPLEX**

## Access Compliance Overview

WP Project No. 152400
1/13/2016

| Item | Condition Exist? Y/N | Fully Compliant Y/N | Notes |
|---|---|---|---|
| **Dressing, Fitting & Locker Rooms** | | | |
| Access Clearances | - | N | |
| Showers | Y | N | |
| Lockers | Y | N | |
| Accessories | Y | N | |
| **Kitchens** | | | |
| Maneuvering Clearances | - | N | |
| Counter Heights | Y | N | Lacking required accessible counter height, no clear space under. |
| Appliances | Y | N | Reach range to operational parts at most appliances non-compliant. |
| Clear Floor/Ground Space | - | Y | Some maneuvering clearances at appliances non-compliant. |
| Reach Ranges | - | N | Reach range to operational parts at most appliances non-compliant. |
| **Sales and Service Counters** | | | |
| Approach | Y | Y | Reception desk |
| Transaction Surface | Y | Y | Reception desk |
| **Swimming Pool** | | | |
| General | Y | N | Refer to Pool Assessment for additional information. |
| Lifts | Y | N | Lift is available but older model and non-compliant with current codes. |
| **Outdoor Areas** | | | |
| Playground | Y | N | New Project should include accessible pathway(s), ground surfaces and transfer points to accessible equipment. |

# SECTION 4: HAZARDOUS MATERIALS ASSESSMENT

Hazardous Materials Assessment

The City of South Lake Tahoe commissioned a hazardous materials test of the existing building by Environmental Testing & Consulting Inc. dated September 17, 2019. In an excerpt from this report, the methodology and purpose are summarized as follows:

On September 12 and 17, 2019, a representative from Environmental Testing & Consulting (ETC) collected samples of building materials * (roofing, wood shake black paper, composite shingles, fire-taped walls/ceiling, stucco, knock down texture wall/ceiling, thermal system insulation, 12" x 12" white speckled floor tile/mastic, 4" and 6" cove base mastic, 12" x 12" ceiling tiles, composite fire doors, HVAC tape, and sheet flooring/mastic) in the areas (occupied space and exterior - please see attached sketch for exact sample locations) of the above-mentioned facility/residence intended for removal/renovation. The contractor described the scope of work.

The purpose of this survey was to determine if Asbestos Containing Material (ACM) existed in the building materials that may be disturbed by an intended renovation. With this knowledge, the Owner or the Owner's Agent can determine what abatement action is necessary for appropriate health and safety precautions and to comply with all applicable federal, state and local regulatory requirements prior to and during the proposed renovation. The survey work included conducting a visual inspection of the proposed work areas to determine types of building materials present, then developing and implementing a sampling plan of all accessible suspect asbestos containing materials in the intended renovation area. Samples were collected from the impacted materials. The samples were analyzed for asbestos content by EPA Method 600/R-93/116.

From the summary, the description and location of all ACM detected in the survey is summarized in the following table. The following homogenous materials were determined to be ACM because the analytical results indicate they contain greater than 0.1%** asbestos:

| ACM Summary Data | | | |
|---|---|---|---|
| **Material Description** | **Material Location** | **Sample Number & Asbestos Content** | ***Friability** |
| Wood shake black paper **(>6 square feet) (Miscellaneous Material)** | Exterior Roof | 1 (9-12-19) 20-30% Chrysotile | PF |
| Fire-taped wall/ceiling material **(>6 square feet) (Miscellaneous Material)** | Pool Equipment Room | 12 (9-12-19) 1-5% Chrysotile | F |
| Knock down texture wall material **(<1000 square feet) (Surfacing Material)** | Acid Room | 18 (9-12-19) 1-5% Chrysotile | F |
| Knock down texture wall material **(<1000 square feet) (Surfacing Material)** | Administration Offices/ Activity Rooms | 33 (9-12-19) 1-5% Chrysotile | F |
| Black mastic associated with the 12" x 12" white speckled floor tile **(>6 square feet) (Miscellaneous Material)** | Activity Rooms, Copy Room, Kitchen | 6 (9-17-19) 1-5% Chrysotile | PF |
| Knock down texture wall material **(<1000 square feet) (Surfacing Material)** | Maintenance Office/Storage | 23 (9-17-19) 1-5% Chrysotile | F |
| Composite fire doors **(>6 square feet) (Miscellaneous Material)** | Throughout the Occupied Space | 29 (9-17-19) 5-10% Chrysotile 10-20% Amosite | F |
| ***Note:<br>F = Friable<br>NF = Non- Friable<br>PF = Potentially Friable, because it will become friable under standard renovation or demolition procedures. | | | |

The materials determined **not to be ACM** because they did not contain regulated quantities of asbestos include:

- Knock down texture wall/ceiling materials in the gym storage area (<1000 square feet)
- Tar and gravel roofing (>6 square feet)
- Composite shingles (>6 square feet)
- Stucco around the pool (>6 square feet)
- Thermal system insulation (joints, elbows, etc.) in all mechanical rooms (>6 square feet)
- HVAC tape/wrap in in all mechanical rooms (>6 square feet)
- Stucco in the pool bathroom/locker room (>6 square feet)
- Mini tank insulation in the pool mechanical room (>6 square feet)
- 12" x 12" white speckled floor tile in the activity room, copy room, kitchen (>6 square feet)
- 4" and 6" cove base mastic throughout (>6 square feet)
- 12" x 12" ceiling tile in the bathrooms and administration offices (>6 square feet)
- Fire-taped wall/ceiling materials in the mechanical room above the maintenance office (>6 square feet)
- Sheet flooring/mastic in the kitchen (>6 square feet)
- Fire-taped wall/ceiling materials in the gym mechanical room (>6 square feet)

**Impacts on Building Renovation:**

- Abate all drywall and texture containing asbestos, replace all new drywall and texture
- Abate all floor tile and mastic, replace all floor tile
- Abate exterior paper, remove shake shingles. Replace exterior building cladding with cementitious wood siding on new dens deck, building paper and sheathing

# Section 5: Structural Assessment

**Introduction**
Gabbart & Woods Tahoe Partners has been retained by Perkins & Will to provide assistance regarding the feasibility of incorporating portions of the existing South Lake Tahoe Recreation Center into a future Recreation Complex. This proposed complex includes new construction adjoining remodeled existing construction. Our narrative is prepared to provide such assistance.

**Limitations**
This narrative is of a general nature; in-depth analysis and calculations were not undertaken within this scope of work. No lateral analysis of the existing building was undertaken.

**Existing Building Areas**
The existing South Lake Tahoe Recreation Center is comprised of three general areas:

- Multi-Purpose / Gym Area
- Central Area with Entries/ Lobbies / Classrooms
- Pool Area

Within the context of this narrative, it is assumed that the existing Pool Area will be demolished and replaced by a new enclosed Pool Building. Therefore, this narrative will address the feasibility of retaining and remodeling only the Multi-Purpose / Gym Area and the Central Area with Entries / Lobbies / Classrooms.

**Applicable Codes / Standards**
The evaluations within this narrative are based upon the following Codes and Standards:

- 2019 California Building Code, including Chapter 34A, "Existing Structures"
- 2019 California Existing Building Code
- ASCE Standard, ASCE 7-17, "Minimum Design Loads for Buildings and Other Structures"
- ASCE Standard, ASCE 41-17, "Seismic Evaluation and Retrofit of Existing Buildings"

**Existing Plans and Details / Site Visit**
To obtain information for the preparation of this narrative, we referred to copies of the original plans and details by Schuyler L. Jeffries AIA & Associates, dated 2.6.74. We also visited the site on 11.20.19 to observe the visible elements of the structure.

DESIGN CRITERIA
The following Design Criteria applies to the proposed Recreation Complex, in accordance with the requirements of The City of South Lake Tahoe:

Structural Risk Category III, based upon conceivable occupancy of more than 150 people in the main gathering areas.

Snow Design
Snow Load (Pg) = 150 psf

- Exposure coefficient (Ce) = 1.0
- Thermal coefficient (Ct) = 1.0
- Snow Importance Factor (Is) =1.10, for Risk Category III

Seismic Design

- Mapped spectral response acceleration (Ss) = 1.538
- Seismic Design Category D
- Seismic Site Class D
- Seismic Importance Factor (Ie) = 1.25, for Risk Category III

Wind Design

- Wind Speed (Vult) = 130 mph
- Wind Speed (Vasd) = 101 mph

- Wind Exposure Category B

Soil Capacity = 1500 psf (Assumed default value unless a geotechnical report provides higher values)

Floor Live Loads

- Multi-purpose areas = 100 psf
- Egress areas = 100 psf
- Classrooms / Offices= 50 psf

**Existing Structural Systems Description**

Multi-Purpose / Gym Area
The existing Multi-Purpose / Gym Area is a one-story structure consisting of central level timber roof framing, perimeter sloping mansard timber roof framing, timber ceiling framing, wood stud and plywood shear walls, a slab-on-grade floor, and concrete stem walls with shallow concrete continuous footings and spread pads.

Central Area with Entries/ Lobbies / Classrooms
The existing Central Area with Entries / Lobbies / Classrooms is a one-story structure consisting of level timber "upper" roof framing, level timber structural ceiling framing (aka "main roof" on the original plans), perimeter sloping mansard roof framing, wood stud and plywood shear walls, concrete masonry unit (CMU) shear walls, and concrete stem walls with shallow concrete continuous footings and spread pads. A portion of the roof structure bears upon the concrete structure associated with the Pool Area which may be identified for demolition.

**General Condition of the Existing Structural Systems** (Observations are limited to those elements visible at the time of our site visit.)

Wood Roof Framing:
In general, the wood roof structure does not appear to show signs of structural distress. We did not observe significant structural cracks or visible signs of deflection beyond accepted norms.
Some wood members in the perimeter sloping mansard roofs, which are exposed to the outside elements show some normal, and repairable, deterioration.
The condition of the existing roof plywood diaphragms is not completely known, but those areas visible from below appear to be in good condition.

Wood Stud and Plywood Walls:
No visible signs of distress were noted in the wood stud and plywood walls. Walls appeared to be plumb and true.

CMU Walls:
No visible signs of distress were noted in the CMU walls. Walls appeared to be plumb and true. The wall reinforcing pattern is not known, nor is it known if the walls are solid grouted or partially grouted.

Concrete Floor Slabs:
According to the original plans, the slabs on grade are 4 inches thick with welded wire mesh, over 2 inches of sand over a vapor barrier over 4 inches of rock base. No visible signs of distress were noted in the slabs, nor were slabs observed to be significantly out of level.

Concrete Walls and Stem walls:
No visible signs of distress were noted in the concrete walls and stem walls.

Concrete Footings:
Concrete footings were not visible for observation however no signs of significant settlement were observed.

**Load Resistance Requirements of the Existing Structural Systems as affected by Additions and Alterations**

Lateral Loads:

This narrative assumes that seismic forces will govern over wind forces in the general design of the lateral force system and its primary elements.

Governing Code Sections

- CBC Section 3403A.4 "Where the addition is structurally independent of the existing structure, existing lateral load-carrying structural elements shall be permitted to remain unaltered."
- CBC Section 3404A.4 / Exception 1 "Any existing lateral load-carrying structural element whose demand-capacity ratio with the alteration considered is no more than 10 percent greater than its demand-capacity ratio with the alteration ignored shall be permitted to remain unaltered."

Commentary

- The existing Lateral Force System consists of plywood wood roof diaphragms, plywood shear walls, and CMU shear walls.
- It is desirable that Additions be designed to be structurally independent of the existing building. This simplifies the path to code conformance by not placing additional demand upon the existing structure to resist lateral load forces from the Additions.
- Even if the Additions are independent of the existing building, there could be additional lateral load exerted on the existing roof due to drifting snow from the Additions. It would be desirable to configure roofs and /or parapets of the Additions to prevent the deposition of drifting snow onto the existing roof.
- It is reasonable to assume that the existing roof diaphragms can be adapted to meet acceptable demand-capacity ratios.
- While it is desirable that an increase in the demand-capacity ratio of existing building shear walls due to alterations be limited to 10 percent, this may not be a realistic goal. Many of the existing building's interior wood stud walls and CMU walls were detailed as shear walls and it is likely that proposed floor plan alterations may eliminate significant sections of these shear walls. If this is the case, the building's remaining and new shear walls would require justification with the provisions of the 2019 CBC, or alternatively, with the tiered performance analysis procedures of ASCE 41-17.
    - Strengthening of the wood shear walls to meet the provisions of the 2019 CBC could be undertaken by increasing nailing, adding anchor bolts and supplementing tiedown hardware.
    - CMU shear walls in buildings designated Seismic Design Category D must conform to the requirements of Special Reinforced Masonry Shear Walls (SRMSW) in order to meet the requirements of the 2016 CBC. These requirements in the present codes aim to provide ductility in the shear walls to deter brittle failure in a design level seismic event. The existing CMU shear walls almost certainly do not meet the reinforcing detailing required of SRMSW.

      A tiered performance analysis of the existing CMU shear walls in accordance with ASCE 41-17 could be undertaken in conjunction with testing (non-destructive and / or destructive) of the existing wall grout and reinforcing. It may not be realistic however to expect that the existing walls would be found to provide the required performance characteristics.

      More realistically, the existing CMU shear walls could be strengthened to meet the requirements of the 2019 CBC. This could be accomplished by adding surface mats of steel reinforcing bars and a pneumatically applied concrete ("shot-crete") layer with a minimum thickness of at least 4 inches. Some new foundations may also be required in this strengthening process.

- CMU shear walls also must meet current code requirements regarding "out-of- plane" seismic forces (ie perpendicular to the wall surface). Anchorage force code requirements for attachment of the top of the CMU wall to the roof diaphragm have increased significantly since the time of the original design and therefore strengthening of these connections may be required. This may be accomplished by installing new epoxied anchors into the grouted walls and using welded steel plates with bolts to the wood roof framing.

- Grid line 22, the existing interface of the Central Area with the Pool Area, is an important line in the lateral load paths. A new shear wall or new moment frame system would be required here when the existing pool structure is demolished. Temporary shoring will be required.

**Gravity (Snow) Loads**

Governing Code Section:

- CBC Section 3403A.3 / Exception 1 "Any existing gravity load-carrying structural element for which an addition and its related alterations cause an increase in design gravity load of more than 5 percent shall be strengthened, supplemented, replaced, or otherwise altered as needed to carry the increased load required by this code for new structures.

Commentary

- Per the 2019 CBC, a Snow Importance factor of 1.10 is required if there is an assignment of structural Risk Category III to the building. The basic flat roof design snow load would therefore be Pr= (0.7) (1.0) (1.0) (1.1) 150=116 psf.
- Drifting Snow: In the proposed new Recreation Complex, it is possible that Additions will create conditions which could deposit drifting snow on the existing roof structures. Therefore, consideration should be given to additional drift snow loads in accordance with ASCE 7-10, Section 7.7. As mentioned in the "lateral forces" section above, it would be desirable to configure roofs and/or parapets of the Additions to prevent the deposition of drifting snow onto the existing roof. Actual roof geometries will determine the design magnitude of the resulting drift snow loads. If it is thought that significant drifting will occur, we suggest that a drift surcharge load Pd of 70 psf, applied in a manner suggested in ASCE 7-10 figure 7-8, be used.
- Design criteria for the existing building was not available for our review, but from our review of the original plans, as well as our spot check calculations for key roof members, we believe it is likely that the original design snow load was at least equivalent to the current basic 116 psf requirement, but perhaps less than that now required in areas which will experience drifting snow load.
- Wood rafters and wood beams may be strengthened to meet the 2016 CBC design requirements in areas of drifting snow. For rafters, this may be accomplished by the addition of "sistered" like-sized members alongside the existing members. For beams this may be accomplished by the addition of new posts with footings to shorten the beam spans or by the addition of bolted steel plates alongside portions of the existing wood beams.
- We believe the vast majority of existing posts and footings will most likely be found to meet the requirements of the 2019 CBC.
- Grid line 22, the existing interface of the Central Area with the Pool Area, is an important line in the roof loads. A new bearing wall or new post and beam system would be required here when the existing pool structure is demolished. Temporary shoring will be required.

**Summary**

In summary, the existing building's structural systems appear to be in good serviceable condition. The CMU shear walls are likely not designed to today's ductility or diaphragm anchorage requirements, but other structural elements observed and reviewed on the plans are likely to be reasonably close to meeting today's codes and standards of care.

Desirable characteristics of any Additions and Alterations, from a structural standpoint, might include:

- Design and detail the proposed Additions as independent structures with seismic joints at the interface with the existing building.
- Design the Additions' roof geometry to not deposit significant drift snow load upon the existing roofs.
- Leave intact, to a reasonable extent, the many existing wood stud and plywood shear walls.
- Do not disturb the existing CMU shear walls.

Other recommendations for the future engineering design phase include:

- Undertake exploratory investigation (possibly including limited focused demolition) and testing of a representative sample of the existing CMU walls prior to design.

- Check the capacity of the existing anchorage details at the top of the CMU shear walls and consider strengthening these connections.
- In specific areas where shear walls are to be reduced in length or removed altogether, remaining shear walls may be strengthened, and / or new walls strategically added. Wood shear walls may be strengthened more easily and cost effectively than CMU shear walls.
- Grid line 22, the interface of the existing Central Area and Pool Area, would require shoring during demolition of the existing pool structure. A new structural wall or new moment frame should be incorporated at this line to support lateral loads and snow loads from the existing structure.
- Some exposed wood roof framing tails at the mansard roofs show normal signs of wear from exposure to moisture, and these members could benefit from added protection.

Finally, in any cost analysis it would be wise to provide an allowance for unforeseen conditions and potential structural issues currently not visible or known.

# SECTION 6: MECHANICAL, ELECTRICAL AND PLUMBING ASSESSMENT

**Summary**

Sugarpine Engineering (SPE) was asked to review the existing envelope, mechanical, electrical, and plumbing (MEP) systems in the facility indicated above. Envelope was reviewed for energy and thermal performance only.

The purpose of our field observation and subsequent research was to determine, to a reasonable degree of engineering certainty, whether the existing MEP systems have significant remaining useful life, and to what extent, if any, they can be kept or re-used for a remodel or expansion of this facility.

Our work considered whether systems are configured appropriately relative to current building codes, ordinances, published standards, and regional construction precedence. The purpose of this report is to provide a summary of those findings.

*Note that this report is based on engineering judgment, visual observation, review of the works of others, and engineering experience. Items were evaluated to reasonable accuracy based on available information, and one visual review of the facility. Should new information become available, we reserve the right to evaluate this information and any impact it that it may have on our findings. This is a summary report and is not an exhaustive report. No destructive testing or destructive investigation was performed.*

**Executive Summary**

The facility appears to have been well-built when it was constructed. Most current MEP systems are built to last 20-25 years. 45 years is approaching the end of even the best-case lifespan of all parts of MEP systems, except generally ductwork and dry sheet metal. We recommend that some newer components be kept, but most of the systems in the facility should be replaced.

**Observations**

1. General:
    a. The MEP systems were constructed in 1974, with final facility completion in 1975.
    b. Most of the systems are in the original configuration with original products, and generally match the design plans.
    c. Facility is operational in its present condition.
    d. Piping is likely nearing the end of its useful life.
    e. Evidence of severe ice damming and roof leaks.
    f. Severe corrosion on all parts of the pool wing.
    g. Windows and main doors are metallic storefront and steel framed systems. Double-pane clear glazing.
    h. Service doors are hollow wood or steel.
2. Envelope:
    a. No insulation on CMU block or concrete walls.
    b. 2x6 walls with fiberglass batt (per original plans, not visible).
    c. Roof batt insulation thickness not visible, not clearly indicated on original plans.
    d. Evidence of severe and prolonged roof leaks; calcium stalactites and stalagmites.
    e. Evidence of severe and prolonged interior condensation and associated corrosion damage.
3. Pool:
    a. Filters are sand type, manufactured in 2012.
    b. Filter pump was manufactured in 2015. 15hp motor.
    c. Boiler (pool heater) with its associated pump was manufactured in 2019. 1,260 MBH input, 1,071 MBH output nameplate rating.
    d. Original heat exchanger (used to be fed by the main boilers) has been removed.
    e. Room humidity is high.

f. Evidence of condensation and corrosion.
g. Pool water treatment is done by adding oxidizers. No UV system exists.
h. Chemical storage room MEP systems are extremely corroded.

4. Fire Protection:
   a. No sprinkler system exists.
   b. No alarm system exists.
5. Plumbing:
   a. Metallic piping and plumbing fixtures in and near the pool area are severely corroded.
   b. Fixtures are mostly original, commercial and heavy-duty grade.
   c. Showerheads appear to be lower-flow than original.
   d. Fiberglass packaged showers were added to the Women's locker room somewhat recently.
   e. Main shower valves are original. At least one is leaking at the handle.
   f. Two domestic water heaters were new around 2006. Original boiler-heated tanks were replaced with gas-fired units at that time. Pumps appear to have been replaced around the same time.
   g. Piping and insulation appear to be original and in good condition. Note that pipe wall thickness was not evaluated, but neither our visual review nor staff report indicated any leaking pipes.
6. HVAC:
   a. Large boiler was manufactured in 1974. 5,000 MBH input, 4,000 MBH output nameplate rating.
   b. Small boiler was manufactured in 2010 and replaced the second large boiler. 2,000 MBH input, 1,700 MBH output nameplate rating.
   c. Numerous repairs have been made to almost all hot-water heating components; air handlers, valves, pumps, tanks, etc.
   d. Most pumps have been repaired and/or replaced, assumed to be part of the 2010 mechanical repair/upgrade projects.
   e. Expansion tank is atmospheric-type and appears to be original.
   f. Ductwork appears to be original.
   g. Cogeneration gas turbine (heat + electricity) was manufactured in 2010. Is not in operation. Staff reports that it was possibly damaged during installation, doesn't work, and has been off for years.
   h. Cogeneration heat exchanger was manufactured and installed same as turbine. System is piped but not used.
   i. Piping and insulation appear to be original and in good condition.
   j. Air handling units and fans have leaks at their coil piping.
   k. Air handling units are original. Main exhaust fan wheel is unbalanced, or shaft is bent, causing the attic to shake.
   l. Attic is being used as a return-air plenum.
7. Electrical
   a. Generator is Cummins/Onan manufactured in 1991. 300 kW / 375 kVA, 120/208V, 3-phase. Remote outdoor radiator. Appears to be in good condition.
   b. Automatic transfer switch is Cummins/Onan manufactured in 1991. 1000A, 120/208V, 3-phase. NEMA 3R rated for outdoor installation. Appears to be in good condition.
   c. Main distribution switchboard is Westinghouse manufactured in 1974. 1000A, 120/208V, 3-phase. This is the original switchboard. Shows signs of rust/oxidation and corrosion. Missing hardware and labeling. Housing not fully enclosed.
   d. Distribution panelboards are Westinghouse. Appear to be original. Show signs of rust/oxidation and corrosion. Circuit labeling unreliable.
   e. Receptacles are a variety with most having been replaced at some point since the original construction. Many areas lack GFCI protections. Some outdoor receptacles lack adequate weatherproof coverings. Some areas lack sufficient receptacles, promoting the use of power strips and extension cords.
   f. Switched receptacles would be required in office and lobby areas to meet current CA energy code.
8. Lighting
   a. Fixtures are mostly a variety of incandescent, fluorescent, and compact fluorescent fixtures with a few newer LED fixtures.
   b. Most lighting fixtures are functioning with some fixtures in disrepair.
   c. There are a variety of color temperatures lamps installed, resulting in some fixtures appearing yellow and others appearing blue in hue.

d. Most of the lighting fixtures will not comply with current CA energy codes because they are not dimmable or do not meet the required efficacy.
e. Light switching also generally does not comply with current CA energy codes.
f. Parking lot lighting was observed during the daytime and was not reviewed for adequacy to remain.

**Findings and Potential Issues**

1. General:
    a. Pipes generally wear out through corrosion and erosion in 30-50 years, depending on water quality. Copper can last longer if water quality is tightly controlled.
    b. Piping specialties (valves, fittings, flanges, gauges, etc.) have been replaced over time, and can be periodically replaced and repaired indefinitely if parts are available.
    c. Systems are generally in good condition, considering their age. Most HVAC and plumbing systems in facilities of this type are designed to last 20-30 years.
2. Envelope:
    a. Wall insulation does not meet current energy code.
    b. Insulation within walls may be damaged from long term exposure to severe condensation and roof leaks.
    c. Roof insulation does not meet current energy code. Roof is not thick enough to be insulated per code.
    d. Windows, skylights, and doors do not meet current energy code.
    e. Some windows, skylights, and doors are damaged/corroded beyond repair.
3. Pool:
    a. CPVC piping has remaining useful life, as CPVC is generally nonreactive to pool water. Note however that with low material cost, re-using salvaged CPVC is generally not recommended. Fittings with glue joints must be cut-out and cannot be reused.
    b. Sand filters and their controls have significant remaining useful life.
    c. Boiler, controls and flue have significant remaining useful life.
    d. Plumbing fixtures in the pool area have exceeded their useful life.
    e. Surge tank visually appears to be stable, but this is not verifiable. Configuration and access from the pool deck is a safety concern.
    f. Plumbing fixture access and deck drainage does not comply with current plumbing or pool health codes.
    g. Deck drain system has been repaired and deck patched in several locations. Drains have exceeded their useful life. Cannot locate an air gap as required by current code.
4. Fire Protection:
    a. No system exists. NFPA 13 sprinkler and alarm systems are required by current codes.
5. Plumbing:
    a. Shower valves need leak repair.
    b. Plumbing fixtures can have a useful life of more than 50 years if properly maintained and parts remain available. However, current code requires lower flowrates, so these fixtures cannot be re-installed.
    c. Fixtures and piping (brass devices, solder) likely contain lead.
    d. Parking lot storm drains are simple area wells and do not adequately drain, causing flooding of the facility.
6. HVAC:
    a. Leaks at many pumps, valves and coils.
    b. Corrosion exists on most components.
    c. Ducts generally do not wear out unless exposed to corrosives.
    d. Pool area is extremely humid and condensation corrosion has destroyed windows, doors, trim, and other metal components. Surfaces are wet to the touch. Windows are dripping, with water staining on the floor from continuous wetting.
    e. Corrosion is accelerated by chemical treatment.
    f. Chemical room MEP systems are extremely corroded, and corroded electrical systems pose a safety hazard because grounding may be compromised.
    g. Attic materials are not suitable for use as a return air plenum.

h. Fire and smoke dampers are not in current code-required locations and configurations.
i. Heating water is constant-flow; does not comply with current energy code.
j. Controls, alarms and safeties were not verified, but likely are not in compliance with current codes.

7. Electrical:
   a. Generator and ATS may have significant useful life and can be re-used if the future design permits and if the generator meets the current emission requirements. Does not appear to have experienced significant usage.
   b. Corroded and obsolete equipment and devices should be replaced out of safety and fire concerns.
   c. Electrical Service is inadequate to provide power for EV Charging, required by current codes.
8. Lighting:
   a. Fixtures are energy consuming and do not comply with current energy codes.
   b. Fixtures are not dimmable, so they can't be used with code-required dimming and daylight controls.
   c. Circuiting is not configured such that controls can be easily added.
   d. A substantial remodel will require that all lighting be brought up to current codes.
   e. Egress and Exit lighting does not meet current code.

**Recommendations and Code Requirements**

1. Pool:
   a. Demolish entire pool area; no salvageable MEP infrastructure.
   b. Keep or re-use heating boiler, controls, flue.
   c. Keep or re-use sand filters, controls.
   d. Keep or re-use main circulation pump.
   e. Replace entire deck drainage system.
   f. Replace all plumbing fixtures.
   g. Replace make-up water system.
   h. Add UV disinfection system.
   i. Upgrade chemical controls.
   j. Replace all MEP systems in chemical and pool equipment rooms.
2. Envelope:
   a. Replace all windows, skylights, and doors with code-compliant units.
   b. Apply new vapor barriers on interior surfaces of all walls and roofs.
   c. Apply new vapor permeable membranes on outside of walls and roofs.
   d. Apply sandwich panel or similar foam insulation on outside of all CMU and concrete walls.
   e. Remove all wall interior surfaces and exterior siding, then spray-foam solid all wall cavities.
   f. Increase roof thickness approx. 6", and spray-foam solid all roof cavities.
3. Fire Protection:
   a. Add fire sprinkler system to the facility.
   b. Add fire alarm system to the facility.
   c. Add new 8" fire water service to the facility.
4. Plumbing:
   a. All new systems are recommended.
   b. Replace all plumbing fixtures.
   c. Replace all piping, valves and fittings.
   d. Replace all water heaters. May use indirect heating in conjunction with boiler system replacement.
   e. Replace all pumps.
   f. Change parking lot drainage; route to storm drains.
   g. Other changes or replacements as may be necessary due to architectural changes.
5. HVAC:
   a. All new systems are recommended.
   b. Replace large boiler. Large boiler has exceeded its useful life.
   c. Small boiler may have useful life remaining. Typical lifespan is 20 years, so 10 remaining.
   d. Remove dysfunctional cogeneration unit.

e. Replace corroded unit heaters in chemical and pool equipment rooms. Other units may have useful life remaining.
f. Balance fans, clean and refurbish air handling units in place. Unit structure and configuration is still in good condition.
g. Add fire ratings and suitable treatments to attics used as return air plenums.
h. Replace all valves and actuators.
i. Replace all piping in the building.
j. Replace entire boiler plant system with variable flow pumping and suitable devices.
k. Replace all control valves; re-pipe all coils and devices for variable flow.
l. Replace all controls with a unified digital control system. Although pneumatic controls have some remaining useful life, digital controls are generally more capable, expandable, less expensive to repair, and contractors are more familiar with service and maintenance.
m. Re-seal all ductwork.
n. May keep air handling units, but replace all coils, controls, and fan motors.
o. Replace all VFDs and electrical infrastructure.
p. Other changes or replacements as may be necessary due to architectural changes.

6. Electrical:
   a. Keep or re-use generator, if design permits.
   b. Keep or re-use ATS, if design permits.
   c. Replace all circuits, conductors, and conduits.
   d. Replace all panels and subpanels.
   e. Replace all disconnects and motor starters.
   f. Replace all receptacles.
   g. Add demand-responsive devices.
   h. Upgrade electrical service and service entrance equipment (switchboard).
   i. Add Electric Vehicle chargers.
   j. Other changes or replacements as may be necessary due to architectural changes.
7. Lighting:
   a. Replace all lighting fixtures with dimmable high-CRI LED fixtures.
   b. Replace all lighting controls.
   c. Add daylighting controls, dimmers, timeclocks, occupancy sensors, and other code-required devices.
   d. Change all lighting circuits.
   e. Review exterior site lighting for adequacy.
   f. Other changes or replacements as may be necessary due to architectural changes.
   g. Replace all egress and exit lighting; add fixtures as necessary.

**AGREEMENT FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF THE 56-ACRE PROPERTY**

THIS AGREEMENT FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF THE 56-ACRE PROPERTY ("**Agreement**") dated as of this 22 day of February 2022, the last day of execution (the "**Effective Date**"), is entered into by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation ("**City**"), and EL DORADO COUNTY, a political subdivision of the State of California ("**County**"). The City and County may each be referred to as a "**Party**" or collectively as the "**Parties**."

***RECITALS***

The following Recitals are a substantive part of this Agreement:

A. The City owns approximately 15 acres of property in the City of South Lake Tahoe, also known as Assessor's Parcel Number 026-050-004 (the "**Original City Property**"). The Original City Property is a portion of an overall property known as the 56-Acres. The County owns the other approximately 41 acres of property that make up the 56-Acres, also known as Assessor's Parcel Numbers 026-050-003, 026-050-005, and 026-050-006 (the "**Original County Property**"). The Original City Property was conveyed to the City by County by Grant Deed dated April 17, 1973, and recorded in the Official Records of El Dorado County on April 23, 1973 ("**Grant Deed**"). The Grant Deed includes certain terms regarding the City's use of the Original City Property, including that the property be used for public park, recreation, cultural and visitor services. The Original City Property and the Original County Property may hereinafter be referred to as the "**56-Acre Property**," which is depicted in Exhibit A, Site Map, attached hereto and incorporated herein by reference.

B. The City and County currently utilize the 56-Acre Property for both City and County facilities, including a public beach, campground, senior center and senior nutrition program, ice arena, library, and vector control facilities. In addition, the City has leased portions of the 56-Acre Property to community groups and public agencies for visitor, art and emergency medical services purposes.

C. County and City have entered into various agreements over the last few decades to provide for the County's lease of the entire portion of the Original County Property to City and the construction of various facilities on the County Property. The original Lease of Real Property between the County and City was dated July 1, 1968, and thereafter replaced with a new lease and series of amendments as follows: (1) Lease of Real Property between the County and City dated December 12, 1972; (2) Amendment to Lease of Real Property dated December 9, 1986; (3) Amendment to Lease of Real Property dated April 14, 1987; (5) Amendment to Lease of Real Property dated January 26, 2010; (4) Memorandum of Understanding Between the County of El Dorado and the City of South Lake Tahoe for the Construction of the El Dorado Beach Improvement Project in the South Lake Tahoe Recreational Area ("**Beach Improvement MOU**");and (5) Amendment 1 to the Beach Improvement MOU dated April 17, 2014 " (collectively, the "**Original 56-Acre Agreements**"). In addition, the City and County entered





C-009-2022

into a Facility Use Agreement, dated February 15, 2012 for the County's use of a portion of the City's leased property (collectively, the "**Existing Use Agreement**").

D. The City has subleased certain portions of the Original County Property pursuant to the following lease agreements: (1) Lease Agreement between the City of South Lake Tahoe and the South Lake Chamber of Commerce dated April 4, 2006; and (2) a Lease Agreement between the City of South Lake Tahoe and the Tahoe Art League dated May 7, 2012 ("**County Property Subleases**"). In addition, City has entered into a Sublease Agreement between the California Tahoe Emergency Services Operations Authority, dated February 11, 2020 ("**EMS Sublease**").

E. The City and County desire to work collaboratively to maximize the public benefits from the 56-Acre Property, update previous planning efforts and enable the provision of the highest quality recreation and government facilities and services on the 56-Acre Property.

F. The 56-Acre Property is anticipated to become the identifiable recreation and government center of the South Lake Tahoe, with the development of the site as a park-like campus with plentiful recreation facilities, the centralization of City government facilities and services and a "downtown" environment centered on the 56-Acre Property and neighboring Harrison Avenue commercial district.

G. The City and County have worked collaboratively to identify future public improvements on the 56-Acre Property and negotiate terms for a new agreement for the 56-Acre Property to replace the Original 56-Acre Agreements.

H. The California Tahoe Conservancy has provided grant funding for the development of the 56-Acre Property and has expressed support for this Agreement.

I. On January 14, 2020, the City Council of the City of South Lake Tahoe and the Board of Supervisors of the County of El Dorado adopted similar resolutions, Resolution 2020-006, and Resolution 007-2020 respectively, Outlining Proposed Terms for a New Agreement between El Dorado County and the City of South Lake Tahoe for the Development, Operation, and Maintenance of Recreation and Government Facilities on the "56-Acres" ("**56-Acre Terms Resolution**").

J. The City has prepared a Master Plan for the 56-Acre Property ("**Master Plan**"), which includes, among other things, a new Multi-Generational Recreation/Swim/Senior Center Facility (the "**New Multi-Generational Center**"), a depiction of which is shown on Exhibit B, attached hereto and incorporated herein by reference.

K. City and County have also agreed to exchange certain real property located on the 56-Acre Property to effectuate its development and to lease certain property to City for City's ongoing development and use of the 56-Acre Property in accordance with the Master Plan. The subject property is exempt surplus property under the Surplus Lands Act, Government Code section 54220 et seq., and implementing guidelines as the transferring agency's property is being exchanged for other property necessary for the transferring agency's use and is being transferred to another local agency for the transferee's use.

L. In connection with consideration of the Master Plan and this Agreement, the City completed review under the California Environmental Quality Act ("**CEQA**") and prepared a Mitigated Negative Declaration.

M. On January 18, 2022, the City Council approved a Mitigated Negative Declaration and the Master Plan.

N. City and County desire to enter into this Agreement in accordance with the 56-Acre Terms Resolution and subsequent negotiations in order to set forth the terms and conditions, among other things relating to (1) the amendment and restatement of the Original 56-Acre Agreements; (2) City and County transfers of certain City and County-owned property; (3) the lease of certain property to City for City's ongoing development and use of the 56-Acre Property in accordance with the Master Plan; and (4) County's use of certain portions of the 56-Acre Property.

***AGREEMENT***

**NOW, THEREFORE**, City and County hereby agree as follows:

1. **REPRESENTATIONS AND WARRANTIES / TERM.**

1.1 **Representations and Warranties.**

(a) **City Representations**. City represents and warrants to County as follows:

(i) **Authority.** City is a municipal corporation of the State of California. City has full right, power and lawful authority to perform its obligations hereunder and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

(ii) **No Conflict.** City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(iii) **Ownership of Property.** City is the owner of the Original City Property.

(iv) **No Litigation or Other Proceeding.** To City's current actual knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of City to perform its obligations under this Agreement.

Until the expiration or earlier termination of this Agreement, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section (a) not to be true, immediately give written Notice of such fact or condition to County.

(b) **County's Representations.** County represents and warrants to City as follows:

(i) **Authority.** County is a political subdivision of the State of California. County has full right, power and lawful authority to undertake all of its obligations hereunder and the execution, performance and delivery of this Agreement by County has been fully authorized by all requisite actions on the part of County.

(ii) **No Conflict.** County's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which County is a party or by which it is bound.

(iii) **Ownership of Property.** County is the owner of the Original County Property.

(iv) **No Litigation or Other Proceeding.** To County's current actual knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of County to perform its obligations under this Agreement.

Until the expiration or earlier termination of this Agreement, County shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section (b) not to be true, immediately give written Notice of such fact or condition to City.

1.2 **Term.** The term of this Agreement shall be fifty (50) years from the effective date of the Lease described in Section 3.1 below, unless and until earlier terminated as provided herein ("**Initial Term**"). The Agreement shall be automatically extended on an annual basis up to a total of ninety-nine (99) years, unless either Party notifies the other Party no later than sixty days prior to the end of the Initial Term, or the then-current term, of a Default (as defined in Section 7.2 below) under this Agreement. If the defaulting Party does not cure the Default as provided herein, the other Party may terminate this Agreement. The Initial Term in addition to any automatic extensions pursuant to this Section 1.2 shall be referred to as the "**Term**."

## 2. PROPERTY EXCHANGE.

2.1 **Exchange of Property Interests.** City and County have determined that the transfer of the property interests as provided herein will further a governmental purpose by facilitating development of the 56-Acre Property as provided in this Agreement. County will transfer certain real property concurrently with execution of the Lease at the Closing, and City and County will transfer other parcels after certain demolition work is performed, as provided in more detail below.

(a) Concurrently with execution of the Lease, County agrees to transfer to City that approximately 9.1 acres of the Original County Property to be used for the purpose of development and construction of the New Multi-Generational Center, civic center, and parking lot (collectively the "**New Multi-Generational Center Site**") and grants an easement over approximately 4.8 acres of the Original County Property and Existing Recreation Center Site to be used as a right-of-way, as shown in Attachment 1 to Exhibit C, attached hereto and

incorporated herein by this reference, and referred to therein as "City of South Lake Tahoe Proposed Parcel 3" and "Roadway & Utility Easement" (collectively, the "**City Transfer Property**"). In the event, all or a portion of the City Transfer Property is not developed within fifteen (15) years of the Effective Date consistent with the Master Plan, City shall transfer title and ownership of that portion of the City Transfer Property not developed as provided herein back to the County and the Lease shall be amended to incorporate such property to the Leased Property. The City Transfer Property shall be conveyed pursuant a Grant Deed in the form attached hereto as Exhibit C, which provides that title to the City Transfer Property shall revert to the County in the event that City no longer uses the City Transfer Property for public use ("**City Transfer Property Grant Deed**").

(b) Concurrently with execution of the Lease, City agrees to transfer to County that approximately 11.45 acres of the Original City Property where the existing Recreation Center, excluding the ice arena, is located, as shown in Attachment 1 to Exhibit D, and referred to therein as "El Dorado County Proposed Parcel 5" and "City of South Lake Tahoe to El Dorado County Transfer Parcel", attached hereto and incorporated herein by this reference (collectively, the "**Existing Recreation Center Site**"). The Existing Recreation Site shall be conveyed to County pursuant to a Grant Deed in the form attached hereto as Exhibit D, which provides that title to the Existing Recreation Center Site shall revert to the City in the event that County no longer uses the Existing Recreation Center Site for public use ("**Existing Recreation Site Grant Deed**"). The Existing Recreation Center Site shall also be included in the Leased Property. City shall continue to operate the existing facilities on the Existing Recreation Center Site until completion of the New Multi-Generational Center, at which time City shall, at its sole cost and expense, vacate, abandon, and demolish, including removal of all Hazardous Materials, as defined in Section 5.2(b) below, the existing Recreation Center facility, in accordance with all Governmental Requirements to the satisfaction of the County ("**Demolition of Existing Recreation Center Facility**"). The Demolition of the Existing Recreation Center Facility shall be completed within fifteen (15) years of the Effective Date. Upon the Demolition of the Existing Recreation Facility, City shall provide Notice to County. County shall review such Notice and may either accept completion of the Demolition of the Existing Recreation Center Facility or provide Notice to City of such work that remains to be completed.

(c) County agrees to transfer to City that approximately one acre of the Original County Property that is currently being used for a vector control facility ("**Vector Control Facility**"), as set forth in Attachment 1 to Exhibit E, attached hereto and incorporated herein by this reference ("**Vector Control Property**") within thirty (30) days of City's acceptance of the Demolition of the Vector Control Facility, as defined in Section 5.2(b). The Vector Control Property shall be conveyed pursuant a Grant Deed in the form attached hereto as Exhibit E, which provides that title to the Vector Control Property shall revert to the County in the event that City no longer uses the Vector Control Property for public use ("**Vector Control Grant Deed**"). Upon transfer of the Vector Control Property to City, the Vector Control Property shall be the sole responsibility of City.

2.2 **As-Is Transfer.** City and County specifically acknowledge that the City Transfer Property, the Existing Recreational Center Site and the Vector Control Property (collectively, the "**Transfer Properties**") being exchanged pursuant to the terms of this Agreement are being accepted by the transferee agency on an "AS IS WITH ALL FAULTS" basis and that neither

party is relying on any representations or warranties of any kind whatsoever, expressed or implied, from the other as to any matters concerning the properties, including without limitation: their physical condition; geology; the development potential of the properties and their use, habitability, merchantability, or fitness for a particular purpose; their zoning or other legal status; compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the properties or any neighboring property.

2.3 **Amendment to Grant Deed**. In order to provide consistent restrictions among the various property deeds on the 56-Acre Property and remove restrictions that are no longer applicable, the Parties shall amend a prior Grant from County to City to modify the restrictive covenants. The Amendment to Grant Deed shall be in the form attached hereto as Exhibit G ("**Amendment to Grant Deed**").

2.4 **Covenants.** Prior to the transfer of the City Transfer Property and Vector Control Property, as applicable, County will not enter into any contract or lease or convey any real property interest, including easements, affecting the City Transfer Property or the Vector Control Property, as applicable, without City's written consent. Prior to the transfer of the Existing Recreation Center Site, City will not enter into any contract or lease or convey any real property interest, including easements, affecting the Existing Recreation Center Site, without County's written consent.

## 3. LEASE OF CERTAIN PORTIONS OF THE COUNTY PROPERTY.

3.1 **Lease.** Subject to the terms and conditions of this Agreement, County shall lease to City and City shall ground lease from County the Leased Property, as defined below. The ground lease for the Property shall be in the form of the Ground Lease attached hereto as Exhibit F, subject to such minor revisions as may be approved by City and County (the "**Lease**"). City acknowledges and agrees that the Leased Property shall be used for purposes of development of governmental, recreation and community facilities to serve the community, with primary emphasis on recreation, as set forth in more detail in the Lease. Further, the Parties acknowledge that all structures and improvements on the Leased Property as of the date of the Lease are and shall be the sole property of the City and the City shall be responsible for all maintenance costs, as set forth in more detail in the Lease.

3.2 **Leased Property.** Prior to the Closing, the City and County shall process changes to the boundaries of the Original City Property and the Original County Property in order for the property lines to more accurately align with existing and planned facilities and structures, as shown on the Master Plan attached hereto as Exhibit B. The Original County Property, as modified herein shall be referred to as the "**Leased Property**." The Original City Property, as modified herein shall be referred to as the "**City Property**."

(a) The City shall process a lot-line adjustment to modify the boundaries of the Original City Property and the Original County Property and adjust the lot-line so no structure is located on the lot line.

(b) The City shall process a Parcel Map to create a separate parcel for the real property on which the El Dorado County Library facility is located ("**County Library**

**Property**") and the parties acknowledge that the real property subject to the EMS Sublease ("**EMS Property**") is excluded from the Leased Property. Both the County Library Property and the EMS Property shall be retained by County and shall not be included in the Leased Property or subject to the terms of the Lease. City covenants that, as of the Effective Date, the City has completed lead, mold, and asbestos remediation and roof replacement on the EMS Property, and the County's ambulance service provider has initiated a major renovation project on the EMS Property, such that the City is not aware of outstanding maintenance or repair issues associated with the EMS Property. Prior to the Closing, City and County shall negotiate the termination of the existing EMS Sublease in order for County to have direct control and authority for the EMS Property and its use. City shall continue to be responsible for snow removal on the EMS Property and will assist with securing land coverage for the ambulance housing project as required by the Tahoe Regional Planning Agency, including but not limited to the transfer of not less than 50 square feet of City held land coverage for the project. Upon completion of the New Multi-Generational Center, the City shall be responsible for snow removal on County Library Property, which obligation shall be documented in the use agreement between the City and County for the New Multi-Generational Center as provided in Section 5.3(b) below.

3.3 **Lease Rent Payments.** Payments of rent for the Leased Property shall be as provided in the Lease, which provides for City to pay: (a) 50 percent (50%) of net operating profits from all existing and future revenue sources generated in the 56-Acre Property, excluding the ice arena, after the City sets aside fees from the campground on the 56-Acre Property and two percent (2%) of the total asset value of the facilities on the 56-Acre Property into a repair and replacement funds to be managed by the City; and (b) an amount equal to $200,000 (increased annually from the Effective Date) in year 30 of the Lease or retirement of debt for the New Multi-Generational Center, all as set forth in more detail in the Lease (the "**Lease Rent**"). As set forth in the Lease, County agrees to use all Lease Rent received for County infrastructure initiatives and services in the Tahoe Basin area of El Dorado County, including, but not limited to, roads, trails, facilities, and utilities.

3.4 **County Property Subleases**. The existing County Property Subleases shall remain in full force and effect under this Agreement and the Lease, as set forth in more detail therein. City shall also have authority to enter into further subleases consistent with the terms of the Lease.

3.5 **Extension of County Lease Agreements**. The County Lease Agreements are hereby extended and remain in full force and effect until the date the Lease is fully executed and effective.

3.6 **Termination of Original 56-Acre Agreements**. Upon full execution of the Lease, the Original 56-Acre Agreements shall be terminated and of no further force and effect.

## 4. CLOSING.

4.1 **Title Review**. Each Party may request title reports for the various parcels that comprise the 56-Acre Property and may work with a title company, at its sole cost and expense, to purchase title insurance for any property being accepted by such party prior to acceptance. In

the event there are any exceptions on title to any property required to be transferred herein that impact the transferee's ability to develop the property consistent with the terms of this Agreement, the Parties shall coordinate to remove such title exceptions prior to transfer.

4.2 **Execution and Recordation of Lease, City Transfer Grant Deed and Amendment to Grant Deed.** Within five business days of the satisfaction of the City and County Conditions Precedent to Closing, the City and County shall execute the Lease and the Amendment to Grant Deed and shall have the Lease or a Memorandum of Lease recorded against the Leased Property and the Amended Grant Deed recorded ("**Closing**").

4.3 **City's Conditions Precedent to Closing.** City's obligation to proceed with the Lease is subject to the fulfillment or waiver by City of each and all of the conditions precedent described below ("**City Conditions Precedent to Closing**"). City's Conditions Precedent to Lease are solely for the benefit of City and shall be fulfilled or waived within the time periods provided for herein:

(a) **No Default.** County shall not be in Default under this Agreement and no event shall have occurred which with the passage of time or giving of notice or both would constitute a default hereunder.

(b) **Leased Property**. City and County shall have adjusted the property lines of the Original City Property and the Original County Property as provided in Section 3.2.

(c) **Lease.** County shall have executed the Lease in the form attached as Exhibit F.

(d) **Grant Deeds**. County shall have executed the City Transfer Property Grant Deed in the form attached as Exhibit C.

(e) **Amendment to Grant Deed.** County shall have executed the Amendment to Grant Deed in the form attached as Exhibit G.

(f) **CEQA.** No legal challenge has been filed under CEQA within the applicable time period.

4.4 **County's Conditions Precedent to Closing.** County's obligation to proceed with the Lease is subject to the fulfillment or waiver by County of each and all of the conditions precedent described below ("**County Conditions Precedent to Closing**"), which are solely for the benefit of County, and which shall be fulfilled or waived within the time periods provided for herein:

(a) **No Default by City.** City shall not be in Default under this Agreement, and no event shall have occurred which with the passage of time or giving of notice or both would constitute a default hereunder.

(b) **Leased Property**. City and County shall have adjusted the property lines of the Original City Property and the Original County Property as provided in Section 3.2.

(c) **Lease.** City shall have executed the Lease in the form attached as Exhibit F.

(d) **Grant Deed**. City shall have executed a Certificate of Acceptance to the City Transfer Property Grant Deed.

(e) **Amendment to Grant Deed.** City shall have executed the Amendment to Grant Deed in the form attached as Exhibit G.

(f) **CEQA.** No legal challenge has been filed under CEQA within the applicable time period.

## 5. DEVELOPMENT AND OPERATION OF THE 56-ACRES.

5.1 **City Development.** Except as otherwise provided in this Agreement, City shall have the sole authority over the development, operation and use of the 56-Acre Property, including without limitation, the Leased Property, and may determine, in its sole and absolute discretion, the type and nature of any and all improvements to be located on the 56-Acre Property, subject to the use requirements set forth in Section 6.1 below. The City authority described herein shall include the sole responsibility for the development, construction, operation and maintenance of all existing and new improvements on the 56-Acre Property, subject to the exceptions set forth in Section 5.2 below. County and City staff will work cooperatively in the development, construction, operation and maintenance of the 56-Acre Property.

5.2 **Exceptions to City Authority and Responsibility.** The following are the only exceptions to the City's sole authority and responsibility over the 56-Acre Property:

(a) County shall retain ownership and maintenance responsibilities for the EMS Property and the County Library Property, which is not included in the Leased Property and shall not be subject to the terms of the Lease, and all improvements and facilities located thereon.

(b) County shall vacate, abandon, and demolish, including removal of all Hazardous Materials, as defined below, the Vector Control Facility, in accordance with all Governmental Requirements to the satisfaction of the City ("**Demolition of Vector Control Facility**"). The Demolition of the Vector Control Facility shall be completed no later than fifteen (15) years after the Effective Date. Demolition of the Vector Control Facility is expressly contingent upon finding approximately one (1) acre of improved City-owned real property that County determines, in its reasonable discretion, is a suitable site for a new vector control facility ("**New Vector Control Site**"), which shall be transferred by City to County at no cost with full coverage credits. In the event that City and County have not agreed upon the New Vector Control Site within thirteen (13) years of the Effective Date, City and County shall meet and confer to ensure that an agreement is reached as to a reasonable site within the 15-year timeframe set forth herein. Upon the Demolition of the Vector Control Facility, County shall provide Notice to City. City shall review such Notice and may either accept completion of the Demolition of the Vector Control or provide Notice to County of such work that remains to be completed. The Vector Control Property shall be transferred to City as provided in Section 2.1(c). "**Hazardous Materials**" means any substance, material, or waste which is or becomes

regulated by any local governmental authority, the State of California, or the United States Government, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

(c) Each Party shall be responsible for any and all costs associated with environmental remediation or Hazardous Materials on the real property, facilities or structures on the 56-Acre Property that it owns as of the Effective Date. Each Party shall be responsible for conducting Phase 1 investigations and testing upon undertaking any project on its real property.

(d) City shall provide a location for the County's senior nutrition programs in existing or new City facilities located on the 56-Acre Property pursuant to the terms of a use agreement to be entered into between the Parties. County's programs and the operating costs associated with the programs shall be the sole responsibility of County.

5.3 **Multi-Generational Center.** The City shall endeavor to construct the New Multi-Generational Center on the 56-Acre Property as described in the Master Plan, subject to the following requirements:

(a) City shall be responsible for all design and construction costs associated with the New Multi-Generational Center and shall own and operate the New Multi-Generational Center.

(b) The City shall allocate approximately 9,000 square feet of space in the New Multi-Generational Center for the purpose of providing older adult services and programs. The space shall include a commercial kitchen and dining room for the purpose of accommodating the County Senior Nutrition Program and allowing shared use with the City. County's use shall be documented in a separate use agreement between the Parties. The use agreement shall also include provisions providing for City's obligation to be responsible for snow removal on County Library Property upon completion of the New Multi-Generational Center. The City shall manage the space in order to maximize the use of all elements in the New

Multi-Generational Center for programs that benefit all user groups in the community. As part of the annual review set forth in Section 7.1 below, the Parties shall discuss programs and priorities of use in the New Multi-Generational Center, including City's commitment to serving seniors in the New Multi-Generational Center and allocation of staff or resources dedicated to older adult services and programs coordination.

(c) City shall be responsible for all Maintenance Costs, as defined below, associated with the New Multi-Generational Center and County shall be responsible for the Operating Costs, as defined below, of its programs and use of the New Multi-Generational Center. City and County shall share the Replacement Costs, as defined below, based on each Party's proportionate use of the facilities. The cost allocations provided herein shall be documented in the County and City use agreement described in Section 5.3(b) above.

(i) "Operating Costs" shall include costs to operate the County senior nutrition programs, including staff costs, costs to fund all programming, and cleaning of the commercial kitchen and dining room after County use.

(ii) "Maintenance Costs" shall include costs to maintain the building, parking area, hardscape, sidewalks, landscaping, and any equipment attached to the building whose removal would do harm to the structure, such as the foundation, roof, ventilation, plumbing, electrical, fire suppression, heating, and windows.

(iii) "Replacement Costs" shall include replacement of any equipment or appliances in the commercial kitchen and dining facilities.

(d) The existing Senior Center facility shall remain in operation until the completion of the New Multi-Generational Center. Upon completion of the New Multi-Generational Center, County, at its option, may elect to continue providing older adult services program at the existing Senior Center facility pursuant to the terms of the Lease.

5.4 **Development of Existing Recreation Center Site.** Upon completion of the Demolition of the Existing Recreation Center Facility, either Party may request that this Agreement be re-opened for good faith negotiations between the Parties to address redevelopment and re-use of the Existing Recreation Center Site. The Parties agree and acknowledge that it is anticipated the Existing Recreation Center Site will be developed as a government facility for shared use between County and City.

5.5 **Historical Structures**. In a manner consistent with the Master Plan, the City shall endeavor to adequately preserve all historically-significant buildings currently located on the 56-Acre Property and to locate and design any new recreational or government facilities in a manner that is complementary to the historically-significant buildings as identified in the Master Plan.

5.6 **City Leases**. The City shall have sole discretion over leases of the City Property, including without limitation, the extension or termination of such leases, provided however that any and all leases between the City and a third party shall be in compliance with the general use guidelines set forth in this Agreement. With respect to the Leased Property, City shall have the right to maintain any subleases in effect as of the Effective Date and to sublease the Leased

Property to any other government entity or local community non-profit. Any other subleases of the Leased Property require County's prior approval.

5.7 **Compliance with Laws; Indemnity and Waiver.** Both City and County shall carry out all work and development under this Agreement, including County's demolition of the Vector Control Facility and City's development on the 56-Acre Property, in conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders and decrees, of the United States, the State of California, the County of El Dorado, the City, and of any other political subdivision or instrumentality exercising jurisdiction over the 56-Acre Property (collectively, the "**Governmental Requirements**"), including all state labor laws and standards; the County zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* Each Party shall defend, indemnify and hold harmless the other Party and its officers, employees, volunteers, agents and representatives from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs, arising out of or in any way connected with the first Party's failure to comply with all Governmental Requirements.

## 6. USE REQUIREMENTS.

6.1 **Governmental Community Use.** The City shall develop, operate and maintain the 56-Acre Property, except as set forth in Section 5.2 above, for recreation and government facilities, with primary emphasis on recreation, to serve the residents and visitors of South Lake Tahoe and El Dorado County. In the event City desires to use the 56-Acre Property for any use other than set forth in this Section 6.1, City may submit a written request for a use exception to the County. County shall consider such request in its reasonable discretion and respond in writing to City within 30 days of receipt of the request.

6.2 **County Resident Use**. The City shall allow residents of El Dorado County that do not reside within the City limits to use existing and new recreation facilities on the 56-Acre Property under the same policies and fee schedule applicable to City residents.

## 7. ANNUAL REVIEW, DEFAULTS AND REMEDIES.

7.1 **Annual Review**. The Parties shall meet at least once a year prior to the anniversary date of the Effective Date to review the status of the terms of the Agreement and to ensure adequate communication and strengthen the relationship between the Parties. Prior to the annual meeting date, each Party shall submit to the other Party an update on its compliance with the terms and obligations of this Agreement.

7.2 **Default Remedies.** Failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following Notice shall constitute a "Default" under this Agreement. A Party claiming a Default shall give written Notice of Default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against the

other Party if such Party within 60 days following receipt of such Notice of Default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence

7.3 **Dispute Resolution**. In the event that the Party receiving a Notice of Default disputes the allegations or is not intending to cure, correct or remedy the alleged default, the Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, mediation may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

7.4 **Institution of Legal Actions.** Except as otherwise specifically provided herein, upon the occurrence of a Default, the Parties have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Parties remedies in the event of a Default shall be limited to obtaining specific performance or injunctive relief. Such legal actions must be instituted in the Superior Court of the County of El Dorado, State of California, or in the Federal District Court for the Eastern District of the State of California. Neither Party shall have the right to recover any consequential, punitive or special damages.

7.5 **Termination.** This Agreement may be terminated by mutual consent of the Parties or upon satisfaction of all terms and obligations set forth herein and not otherwise addressed in the Lease or the Amended Grant Deed.

7.6 **Rights and Remedies Are Cumulative.** The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party, except as otherwise expressly provided herein.

7.7 **Inaction Not a Waiver of Default.** Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

## 8. GENERAL PROVISIONS.

8.1 **No Assignment.** The qualifications and identity of the Parties are of particular concern and material considerations for entering into this Agreement. Neither Party shall have the right during the Term to assign all or any portion of its rights, obligations or interests under this Agreement.

8.2 **Mutual Indemnity.**

(a) County shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City and its officers, employees, agents and representatives, harmless from any and all liabilities, obligations, orders, claims, damages, fines, penalties and expenses,

including attorneys' fees and costs ("**Claims**") to the extent caused by any of County's activities under this Agreement or by anyone directly or indirectly employed or contracted with by County and whether such Claims shall accrue or be discovered before or after termination of this Agreement.

(b) City shall indemnify, defend (with counsel reasonably acceptable to County), protect and hold County and its officers, employees, agents and representatives, harmless from any and all Claims to the extent caused by any of City's activities under this Agreement or by anyone directly or indirectly employed or contracted with by City and whether such Claims shall accrue or be discovered before or after termination of this Agreement.

8.3 **Notices, Demands and Communications between the Parties.** Any approval, disapproval, demand, document or other notice ("**Notice**") which either Party may desire to give to the other Party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the Party to whom the Notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice.

To City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attention: Joseph D. Irvin, City Manager

To County: El Dorado County
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
Don Ashton, County Chief Administrative Officer

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent by certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

8.4 **Enforced Delay; Extension of Times of Performance.** Subject to the limitations set forth below, performance by either Party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation, including court delays; or unusually severe weather; acts or omissions of the other Party. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the Party claiming such extension is sent to the other Party within 30 days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and County.

8.5 **Relationship between City and County.** It is hereby acknowledged that the relationship between City and County is not that of a joint venture and that City and County shall not be deemed or construed for any purpose to be the agent of the other.

8.6 **Approvals and Actions.** Whenever a reference is made herein to an action or approval to be undertaken by either Party, the City Manager of City or County Chief Administrative Officer of County, as applicable, or his or her designee is authorized to act on behalf of such Party, unless specifically provided otherwise or the context requires otherwise.

8.7 **Counterparts.** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original.

8.8 **Integration.** This Agreement, including the exhibits hereto, contain the entire understanding between the Parties relating to the transactions contemplated by this Agreement. Each Party is entering this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

8.9 **Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise. References to specific section numbers shall include all subsections which follow the referenced section.

8.10 **Interpretation.** As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The words "include" and "including" shall be construed as if followed by the words "without limitation." The Parties acknowledge that each Party and his, her or its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with this Agreement.

8.11 **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

8.12 **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

8.13 **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

8.14 **Legal Advice.** Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement.

8.15 **Time of Essence.** Time is expressly made of the essence with respect to the performance by City and County of each and every obligation and condition of this Agreement.

8.16 **Mutual Cooperation.** Each Party agrees to cooperate with the other to implement the terms and conditions of this Agreement and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

8.17 **Conflicts of Interest.** No member, official or employee of County or City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

8.18 **Non-liability of Officials and Employees.** No member, official or employee of either Party shall be personally liable to the other Party, in the event of any Default, breach or for any amount which may become due, or on any obligations under the terms of this Agreement. Each Party hereby waives and releases any claim it may have against the members, officials or employees of the other Party with respect to any Default, breach or for any amount which may become due under the terms of this Agreement.

8.19 **Applicable Law.** The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

6.20 **Contract Administrators.** The County officer or employee with responsibility for administration of this Agreement is Don Ashton, Chief Administrative Officer, or successor. The City officer or employee for responsibility for administration of this Lease is Joe Irvin, City Manager, or successor.

***[Remainder of page intentionally left blank]***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY:**

CITY OF SOUTH LAKE TAHOE, a municipal corporation

By:_____
Mayor

APPROVED AS TO FORM:

By:_____
Heather Stroud, City Attorney

ATTEST:

By:_____
Susan Blankenship, City Clerk

**COUNTY:**

EL DORADO COUNTY, a political subdivision of the State of California

By:_____
Chair, Board of Supervisors

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By:_____
Deputy Clerk



C-009-2022

EXHIBIT A
SITE MAP

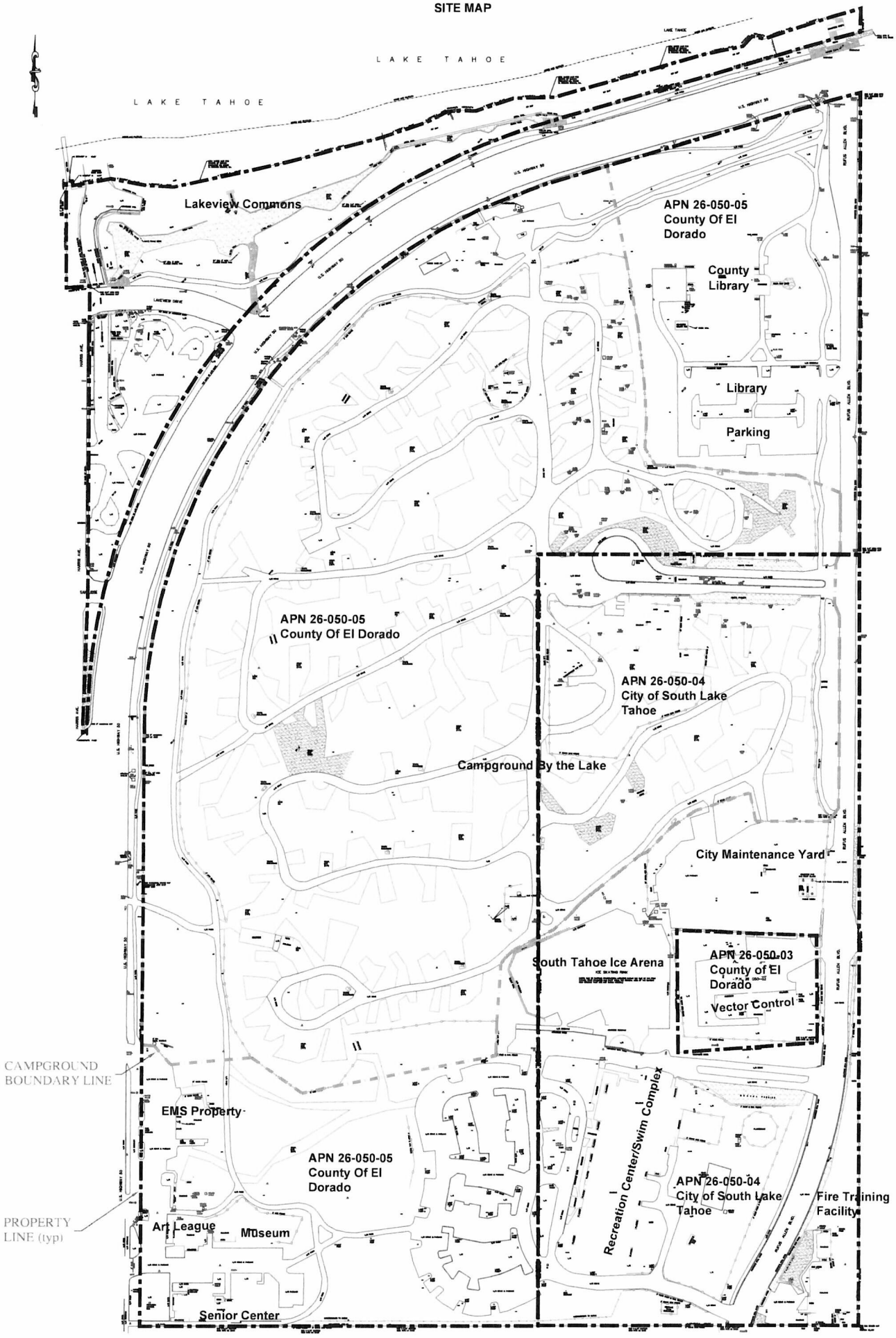
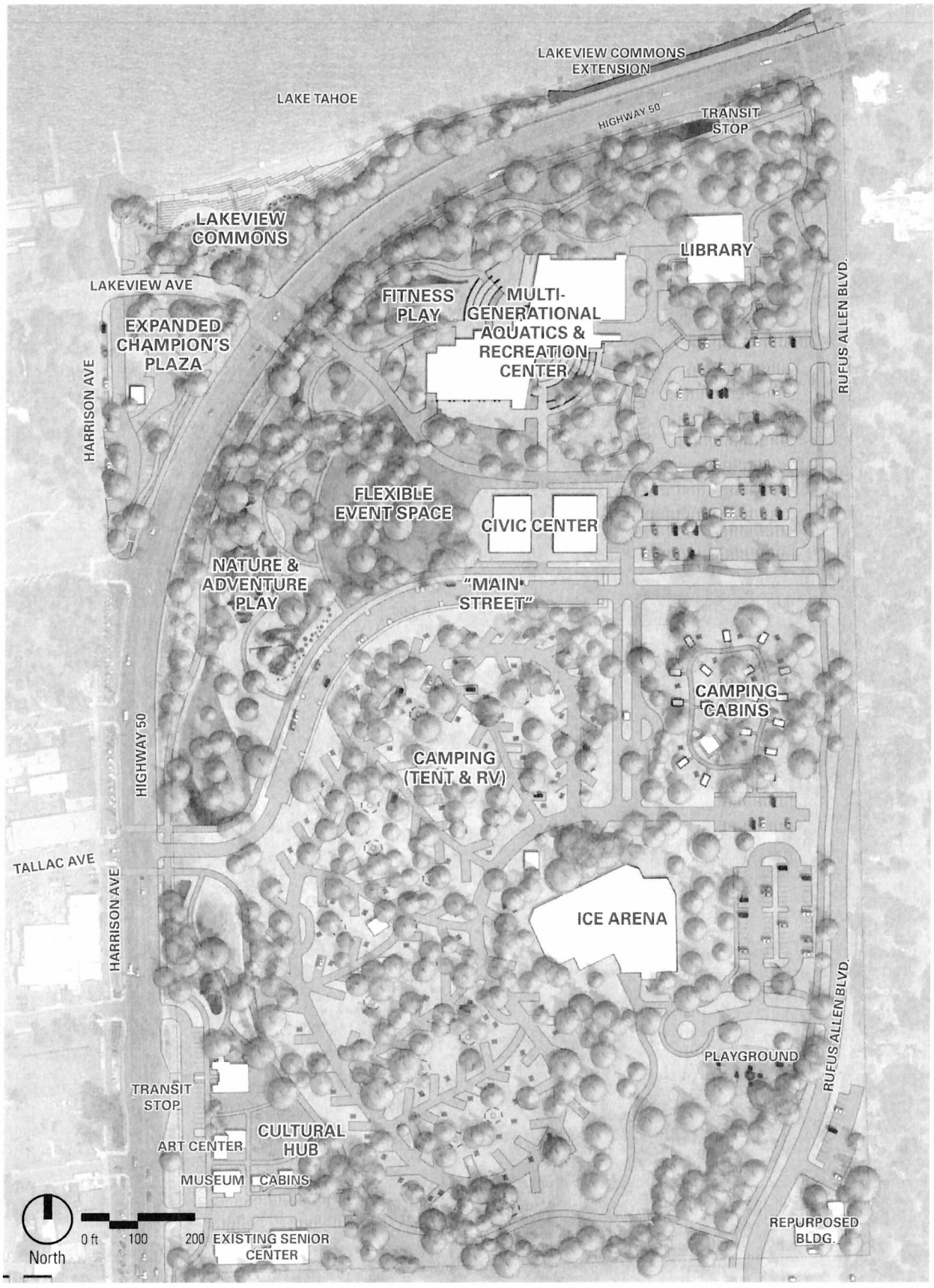


EXHIBIT B
MASTER PLAN



## EXHIBIT C

## CITY TRANSFER PROPERTY GRANT DEED

Recorded at the Request of and
When Recorded Mail to:

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attention: Joe Irvin, City Manager

Document Entitled to Free
Recordation Pursuant to
Government Code Section 27383
NO TAX DUE

---

### GRANT DEED
### (EL DORADO COUNTY TO CITY OF SOUTH LAKE TAHOE)

WHEREAS, the City of South Lake Tahoe, a municipal corporation ("City") and El Dorado County, a political subdivision of the State of California ("County") have entered into that certain Agreement for Development, Operation and Maintenance of the 56-Acre Property dated _____ to set forth the terms and conditions relating to among other things (1) the amendment and restatement of a series of prior agreements regarding the lease and development of certain real property located within the County and City referred to as the 56-Acre Property; (2) City and County transfers of certain City and County-owned property to effectuate development of the 56-Acre Property; (3) the lease of certain property to City for City's ongoing development and use of the 56-Acre Property in accordance with a City-approved Master Plan; and (4) County's use of certain portions of the 56-Acre Property (the "56-Acre Agreement"); and

WHEREAS, pursuant to the 56-Acre Agreement, County has agreed to transfer to City approximately 9.1 acres, resulting in an approximately 10.2-acre site when combined with existing City parcel for the purpose of development and construction of a new Multi-Generational Center, civic center, and parking lot, approximately 0.66 acres where the Ice Arena building is encroaching on County-owned property, and to grant easements over an approximately 4.8 acre site to be used as a right-of-way, in exchange for the City's grant to County of an approximately 11.45 acre site for County governmental or recreational use.

NOW THEREFORE, the County does hereby grant to City, any and all right, title and interest in the real property located in the County of El Dorado, and described and depicted in **Attachment 1** attached hereto, and referred to therein as "City of South Lake Tahoe Proposed Parcel 3" ("Property") for public use. County further does hereby grant to the City a roadway

and utility easement as further depicted in **Attachment 1** attached hereto, and referred to therein as "Roadway and Utility Easement." The Property shall be used for public use. Private residential, commercial, or industrial uses shall not be permitted; provided, however, that commercial uses clearly subservient and accessory to a public use shall be permitted. In the event the Property is not used for public use as provided herein, title and interest to the Property shall revert to the County.

Executed this _____ day of _____, 202__.

**COUNTY**:

EL DORADO COUNTY, a political subdivision of the State of California

By:_____

## ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF _____ )

On _____, before me, _____
Date
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name of Signer(s)

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 of Notary Public

## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by Grant Deed dated _____, from the County of El Dorado to the City of South Lake Tahoe ("City") is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to the authority conferred by Resolution No. _____, adopted by the City Council on _____, and the grantee consents to the recordation of the Grant Deed on behalf of the City.

Dated: _____

**CITY**:

CITY OF SOUTH LAKE TAHOE, a municipal corporation

By:_____

## ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF _____ )

On _____, before me, _____
Date (e.g. "Jane Doe, Notary Public") Name And Title Of Officer

personally appeared _____
Name of Signer(s)

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 of Notary Public

**ATTACHMENT 1**

LEGAL DESCRIPTION OF THE PROPERTY

**CITY OF SOUTH LAKE TAHOE PROPOSED PARCEL 3**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 32:

Thence from said Point of Commencement, along the Easterly line of said Section 32, North 00°20'03" West a distance of 1321.81 feet;

Thence continuing along said Easterly Section Line, North 00°15'50" West a distance of 775.91 feet to a point situate on the southerly Right-of-Way line of U.S. 50;

Thence leaving said Section Line, along the aforementioned southerly Right-of-Way line, South 73°47'02" West a distance of 314.14 feet to the True Point of Beginning:

Thence from said **True Point of Beginning**, continuing along said southerly Right-of-Way line of U.S. Highway 50, South 73°47'02" West a distance of 210.75 feet to a point of curvature;

Thence continuing along said southerly Right-of-Way line, southerly and westerly 572.08 feet along the arc of a 990.00 foot radius tangent curve to the left through a central angle of 33°06'32";

Thence leaving said southerly Right-of-Way line, South 34°27'10" East a distance of 514.27 feet;

Thence South 88°31'49" East a distance of 141.66 feet;

Thence North 00°20'03" West a distance of 90.63 feet;

Thence North 89°49'56" East a distance of 489.99 feet;

Thence North 00°20'03" West a distance of 11.36 feet;

Thence North 00°15'50" West a distance of 140.28 feet;

Thence leaving said proposed westerly Right-of-Way line, North 89°54'15" West a distance of 245.35 feet;

Thence North 00°04'52" East a distance of 547.79 feet to the Point of Beginning and containing 9.112 acres of land, more or less.

The Basis of Bearings for this description is the aforementioned Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

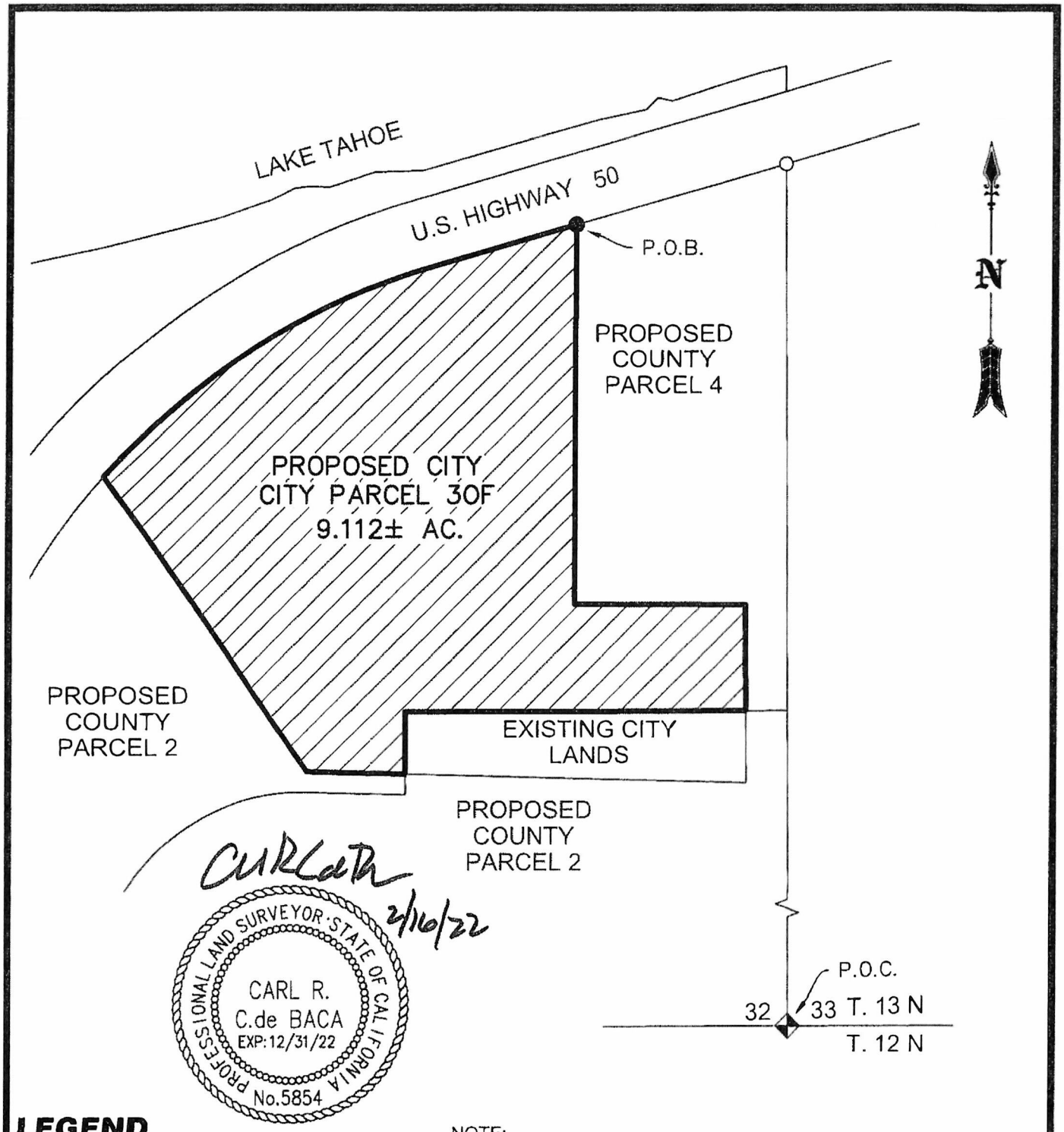
*See Exhibit "G-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




CRCdeBaca 2/16/22

PROFESSIONAL LAND SURVEYOR · STATE OF CALIFORNIA
CARL R. C.de BACA
EXP: 12/31/22
No.5854

**LEGEND**

- ● P.O.B. = POINT OF BEGINNING
- ◎ P.O.C. = POINT OF COMMENCEMENT
- ✦ SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "G", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street Suite 200
Folsom CA 95630
Phone (916) 366-3040 Fax (916) 366-3303

EXHIBIT G-1
PLAT TO ACCOMPANY DESCRIPTION
PROPOSED CITY OF SOUTH LAKE TAHOE PARCEL 3
BEING A PORTION OF TRACT A OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | FEB 2022 |
| Scale: | 1" = 200' |
| Job No: | 8195.001 |
| Prepared by: | CRC |

Exhibit C-9

**EL DORADO COUNTY TO CITY OF SOUTH LAKE TAHOE TRANSFER PARCEL**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 32:

Thence from said **Point of Commencement**, along the Easterly line of said Section 32, North 00°20'03" West a distance of 780.10 feet;

Thence leaving said Easterly Section Line, North 88°56'42" West a distance of 550.16 feet to the True Point of Beginning:

Thence, from said **True Point of Beginning,** North 88°56'42" West a distance of 86.73 feet;

Thence South 01°36'54" West a distance 311.27 feet;

Thence South 89°02'41" East a distance of 97.32 feet;

Thence North 00°20'03" West a distance of 311.18 feet to the Point of Beginning and containing

0.657 acres of land, more or less.

The Basis of Bearings for this description is the aforementioned Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

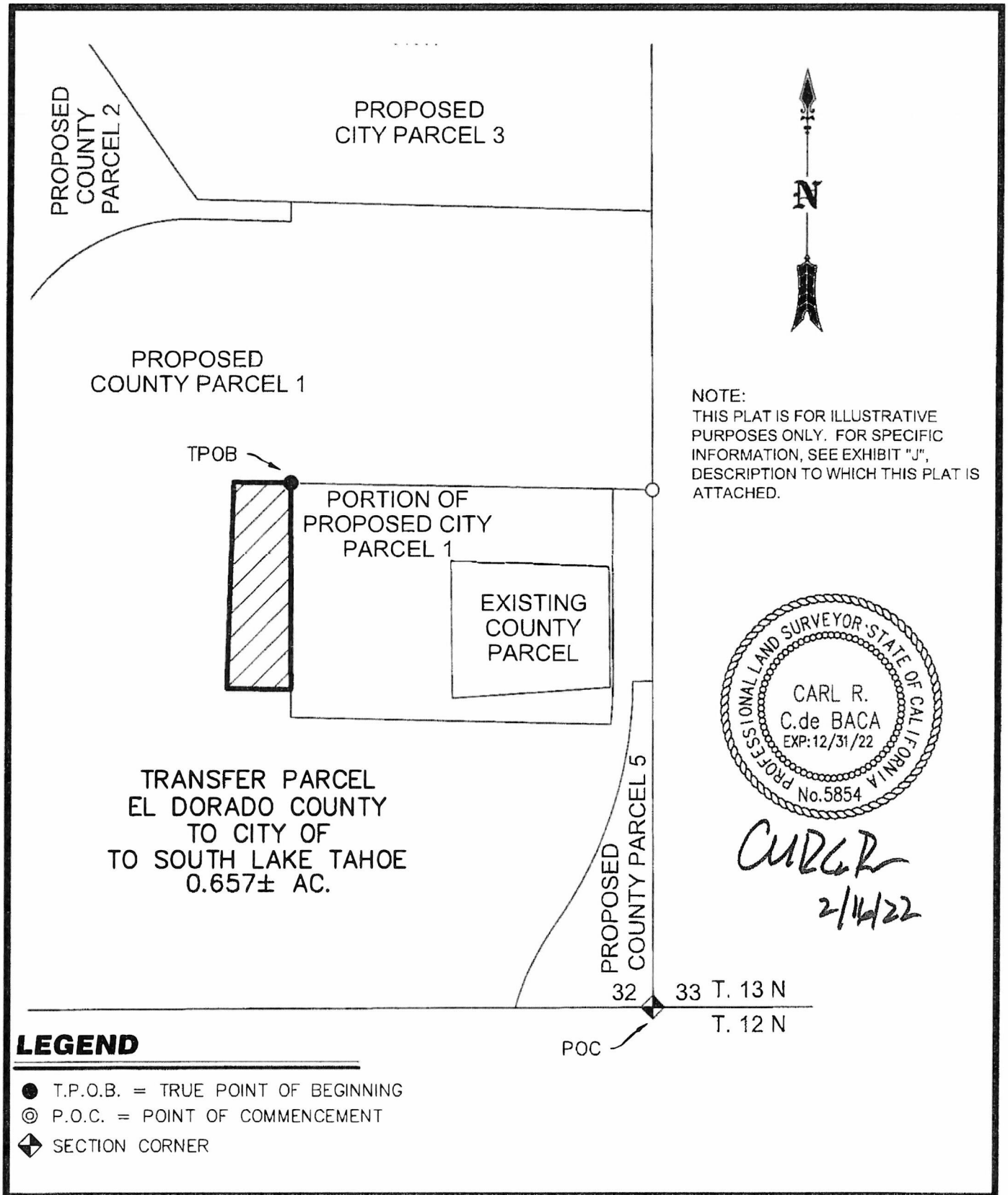
*See Exhibit "J-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street Suite 200
Folsom, CA 95630
Phone: (916) 366-3040 Fax (916) 366-3303

**EXHIBIT J-1**
PLAT TO ACCOMPANY DESCRIPTION
COUNTY TO CITY TRANSFER PARCEL
BEING A PORTION OF TRACT A OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | FEB 2022 |
| Scale: | 1" = 200' |
| Job No: | 8195.001 |
| Prepared by: | CRC |
| | Page 1 of 1 |

Exhibit C-11

**LEGAL DESCRIPTION**
**ROADWAY & UTILITY EASEMENT**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

**Portion A – Future Rufus Allen Boulevard**

A Right-of-Way for public roadway and utility purposes, being 60.00 feet in width, measured at right angles and / or radially and described as follows:

Beginning at a point situate on the Southerly Line of said Section 32, from which the Southeast Corner of said Section 32 bears North 89°47'59" East a distance of 179.49 feet;

Thence continuing along said Section Line, South 89°47'59" West a distance of 62.28 feet

Thence from said **Point of Beginning**, leaving said Section Line, along the westerly Right-of-Way line of said roadway, northerly 146.56 feet along the arc of a 410.00 foot radius non-tangent curve to the right, from a radial line which bears North 75°52'21" West, through a central angle of 20°28'52";

Thence continuing along westerly said roadway Right-of-Way, North 34°36'31" East a distance of 25.29 feet to a point of curvature;

Thence continuing along westerly said roadway Right-of-Way, northerly 359.82 feet along the arc of a 590.00 foot radius tangent curve to the left through a central angle of 34°56'34";

Thence continuing along westerly said roadway Right-of-Way, North 00°20'03" West a distance of 830.25 feet;

Thence continuing along westerly said roadway Right-of-Way, North 00°15'50" West a distance of 758.76 feet to a point situate on the southerly Right-of-Way line of U.S. Highway 50;

Thence leaving said westerly roadway Right-of-Way line, along the aforementioned southerly Right-of-Way line of U.S. Highway 50, North 73°47'02" East a distance of 62.40 feet to a point situate on the Easterly Line of said Section 32, also being the easterly Right-of-Way line of the aforesaid roadway;

Thence leaving said southerly Right-of-Way line of U.S. Highway 50 and proceeding along said Easterly Section Line and easterly roadway Right-of-Way line, South 00°15'50" East a distance of 775.91 feet;

Thence continuing along said Section Line and easterly roadway Right-of-Way line, South 00°20'03" East a distance of 830.18 feet to a point of curvature;

Thence leaving said Section line and continuing along said easterly roadway Right-of-Way line, southerly 396.41 feet along the arc of a 650.00 foot radius tangent curve to the right through a central angle of 34°56' 34";

Thence continuing along westerly said roadway Right-of-Way line, South 34°36'31" West a distance of 25.29 feet to a point of curvature;

Thence continuing along westerly said roadway Right-of-Way, 109.70 feet along the arc of a 350.00 foot radius tangent curve to the left through a central angle of 17°57'26" to the **Point of Beginning** and containing 2.93 acres of land, more or less.

**Portion B – Future Unnamed Roadway**

Commencing at the aforementioned Southeast Corner of said Section 32:

Thence from said Point of Commencement, along the Southerly Line of said Section 32, South 89°47'59" 1229.41 feet;

Thence, leaving said Section Line, along the aforementioned Easterly Right-of-Way line, North 00°02'00" East a distance of 726.29 feet to a point situate on the southerly line of a proposed 60.00 foot Right-of-Way as yet unnamed and being the True Point of Beginning;

Thence from said **True Point of Beginning**, leaving the aforementioned Easterly Right-of-Way line of U.S. Highway 50, and proceeding along the said southerly proposed unnamed Right-of-Way line, the following five (5) courses, distances and arcs:

1. South 88°44'16" East, 63.65 feet to a point of curvature;
2. Easterly and northerly 183.67 feet along the arc of a 150.00 foot radius tangent curve to left through a central angle of 70°09'20";
3. North 21°06'24" East, 188.34 feet to a point of curvature;
4. Easterly and northerly 325.44 feet along the arc of a 265.00 foot radius tangent curve to the right through a central angle of 70°21'47";
5. South 88°31'49" East, 633.79 feet to point situate on the proposed westerly Right-of-Way line of Rufus Allen Boulevard;

Thence leaving the aforementioned southerly Right-of-Way line of an unnamed roadway, along said proposed westerly Right-of-Way line of Rufus Allen Boulevard, North 00°20'03" West a distance of 60.03 feet;

Thence leaving said proposed westerly Right-of-Way line of Rufus Allen Boulevard and proceeding along the northerly Right-of-Way line of the aforementioned unnamed roadway the following five courses, distances and arcs:

1. North 88°31'49" East, 631.90 feet to a point of curvature;
2. Southerly and westerly 399.12 feet along the arc of a 325.00 foot radius tangent curve to left through a central angle of 70°21'47";
3. South 21°06'24" West, 188.34 feet to a point of curvature;
4. Southerly and westerly 110.20 feet along the arc of a 90.00 foot radius tangent curve to the right through a central angle of 70°09'20";
5. North 88°44'16" West, 64.94 feet to point situate on the aforementioned easterly Right-of-Way line of U.S. Highway 50;

Thence leaving the aforementioned unnamed northerly Right-of-Way line of an unnamed roadway; along the said easterly Right-of-Way line of U.S. Highway 50, South 00°02'00" East a distance of 60.01 feet to the Point of Beginning and containing 1.92 acres of land, more or less.

The Basis of Bearings for this description is the aforementioned Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

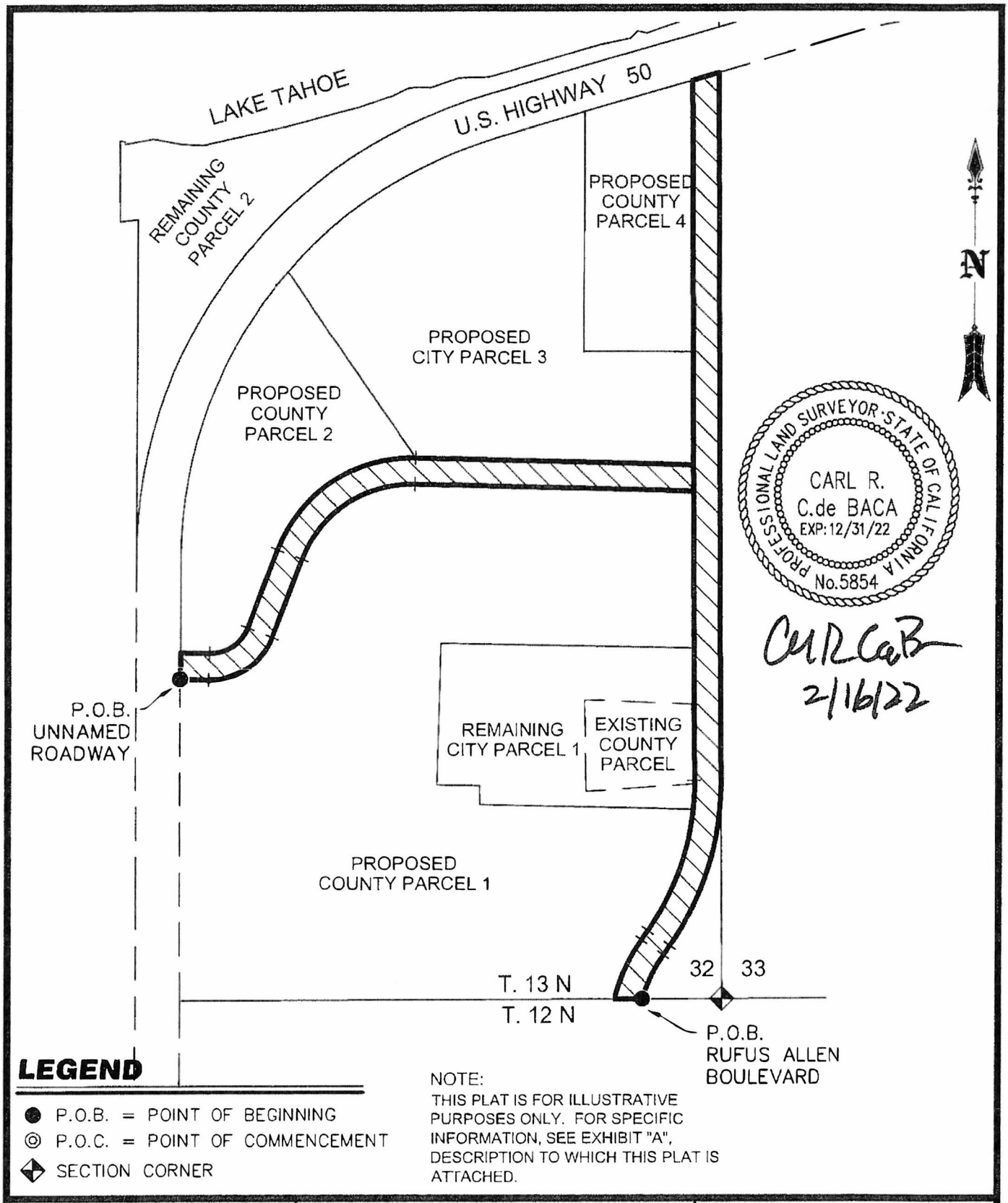
*See Exhibit "A-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR
905 Sutter Street Suite 200
Folsom, CA 95630
Phone: (916) 366-3040 Fax (916) 366-3303

## EXHIBIT A-1

PLAT TO ACCOMPANY DESCRIPTION
PROPOSED ROAD & UTILITY EASEMENT
BEING A PORTION OF TRACT A OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | FEB 2022 |
| Scale: | 1" = 300' |
| Job No: | 8195.001 |
| Prepared by: | CRC |

Page 1 of 1

Exhibit C-15

## EXHIBIT D

## EXISTING RECREATION SITE GRANT DEED

Recorded at the Request of and
When Recorded Mail to:

El Dorado County
_____
_____
Attention: _____

Document Entitled to Free
Recordation Pursuant to
Government Code Section 27383
NO TAX DUE

---

### GRANT DEED
### (CITY OF SOUTH LAKE TAHOE TO EL DORADO COUNTY)

WHEREAS, the City of South Lake Tahoe, a municipal corporation ("City") and El Dorado County, a political subdivision of the State of California ("County") have entered into that certain Agreement for Development, Operation and Maintenance of the 56-Acre Property dated _____ to set forth the terms and conditions relating to among other things (1) the amendment and restatement of a series of prior agreements regarding the lease and development of certain real property located within the County and City referred to as the 56-Acre Property; (2) City and County transfers of certain City and County-owned property to effectuate development of the 56-Acre Property; (3) the lease of certain property to City for City's ongoing development and use of the 56-Acre Property in accordance with a City-approved Master Plan; and (4) County's use of certain portions of the 56-Acre Property (the "56-Acre Agreement"); and

WHEREAS, pursuant to the 56-Acre Agreement, City has agreed to grant to County an approximately 11.45 acre site for County governmental or recreational use, in exchange for County's grant to City of approximately 9.1 acres resulting in an approximately 10.2-acre site when combined with existing City parcel for the purpose of development and construction of a new Multi-Generational Center, civic center, and parking lot, and an easement over an approximately 4.8 acre site to be used as a right-of-way.

NOW THEREFORE, the City does hereby grant to the County, any and all right, title and interest in the real property located in El Dorado County, described in **Attachment 1** attached hereto, and referred to therein as "El Dorado County Proposed Parcel 5" and "City of South Lake Tahoe to El Dorado County Transfer Parcel" (collectively, the "Property"). The Property shall be used for public use. Private residential, commercial, or industrial uses shall not be permitted; provided, however, that commercial uses clearly subservient and accessory to a public use shall

be permitted. In the event the Property is not used for public use as provided herein, title and interest to the Property shall revert to the City.

Executed this _____ day of _____, 202__.

**CITY:**

CITY OF SOUTH LAKE TAHOE, a municipal corporation

By:_____

APPROVED AS TO FORM:

By:_____
Heather Stroud, City Attorney

ATTEST:

By:_____
Susan Blankenship, City Clerk

## ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF _____ )

On _____, before me, _____
Date
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name of Signer(s)

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 of Notary Public

## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by Grant Deed dated _____, from the City of South Lake Tahoe ("City") to El Dorado County ("County"), a political subdivision of the State of California, is hereby accepted by order of the County Board of Supervisors on _____, and the grantee consents to the recordation of the Grant Deed by its duly authorized officer on behalf of the County.

Dated: _____

**COUNTY**:

EL DORADO COUNTY, a political subdivision of the State of California

By:_____
Chair, Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By:
Deputy Clerk

## ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF _____ )

On _____, before me, _____
Date
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name of Signer(s)

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 of Notary Public

**ATTACHMENT 1**

LEGAL DESCRIPTION OF THE PROPERTY

JN8195.001
County Pcl 5.docx
2/10/2022

**EL DORADO COUNTY PROPOSED PARCEL 5**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Beginning at the Southeast Corner of said Section 32:

Thence from said **Point of Beginning**, along the Southerly line of said Section 32, South 89°47'59" West a distance of 210.73 feet to a point of intersection with a non-tangent curve;

Thence leaving said Section line, northerly 128.15 feet along the arc of a 380.00 foot radius non-tangent curve to the right, from a radial line which bears North 74°42'50" West, through a central angle of 19°19'22";

Thence North 34°36'31" East a distance of 25.29 feet to a point of curvature;

Thence northerly 378.12 feet along the arc of a 620.00 foot radius tangent curve to the left through a central angle of 34°56'34";

Thence North 89°39'57" East a distance of 30.00 feet to a point situate on the Easterly line of said Section 32;

Thence along said Easterly Section Line, South 0°20'03" East a distance of 491.66 feet to the **Point of Beginning** and containing 1.105 acres of land, more or less.

The Basis of Bearings for this description is said Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

*See Exhibit "E-1", Plat to Accompany Description, attached hereto and made a part hereof.*

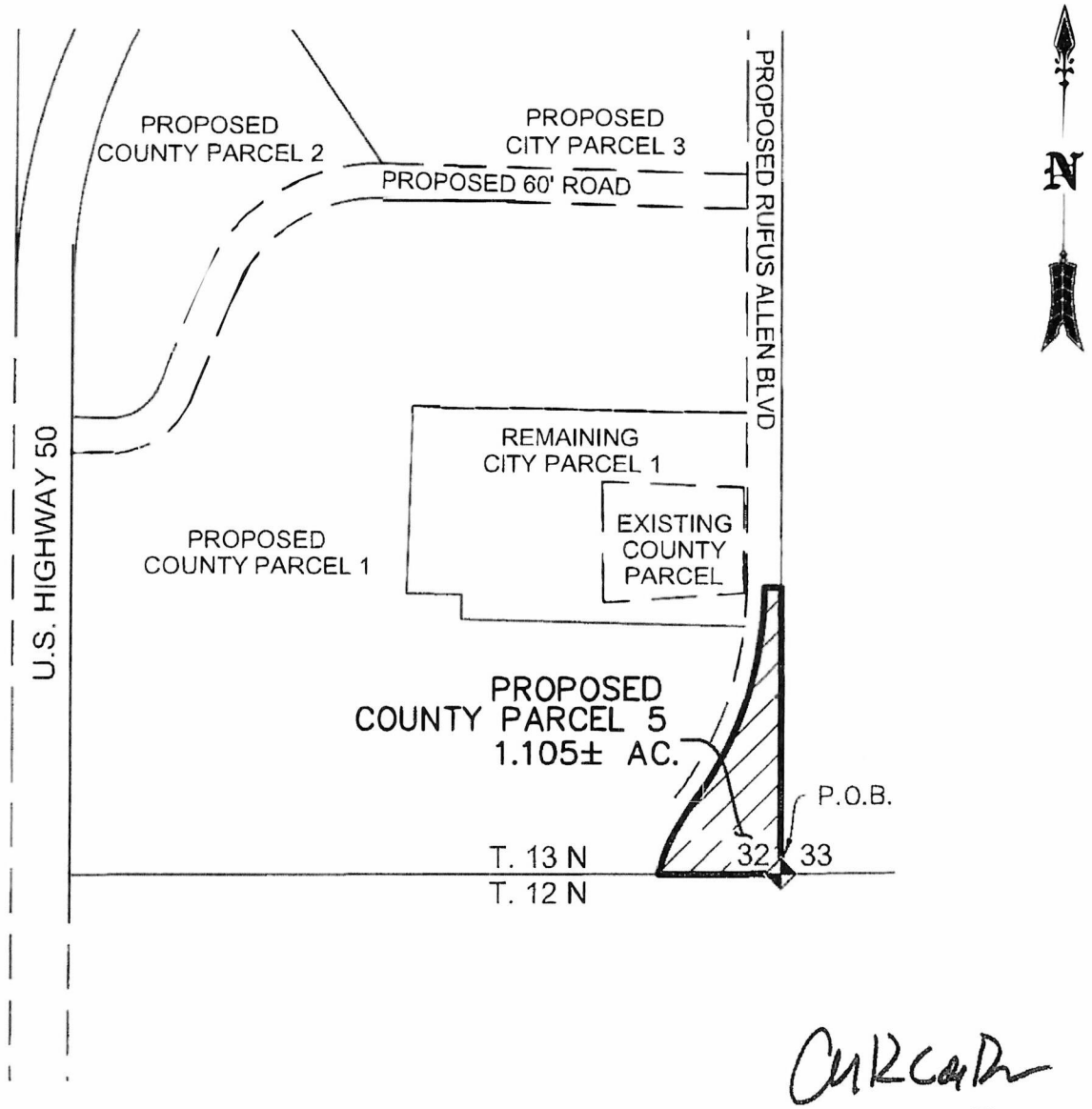
Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812

Exhibit D-7




2/16/22

PROFESSIONAL LAND SURVEYOR · STATE OF CALIFORNIA
CARL R.
C.de BACA
EXP: 12/31/22
No. 5854

**LEGEND**

- ● P.O.B. = POINT OF BEGINNING
- ◆ SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "E", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR
905 Sutter Street, Suite 200
Folsom, CA 95630
Phone: (916) 366-3040 Fax (916) 366-3303

**EXHIBIT E-1**
PLAT TO ACCOMPANY DESCRIPTION
PROPOSED EL DORADO COUNTY PARCEL 5
BEING A PORTION OF TRACT A OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | FEB 2022 |
| Scale: | 1" = 300' |
| Job No: | 8195.001 |
| Prepared by: | CRC |

Exhibit D-8

**CITY OF SOUTH LAKE TAHOE TO EL DORADO COUNTY TRANSFER PARCEL**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Beginning at a point situate on the Southerly Line of said Section 32, from which the Southeast Corner of said Section 32 bears North 89°47'59" East a distance of 210.73 feet;

Thence from said **Point of Beginning**, continuing along said Section Line, North 89°47'59" East a distance of 339.27 feet;

Thence leaving said Section Line, North 00°20'03" West a distance of 438.30;

Thence South 88°44'16" East a distance of 486.53 feet to a point of non-tangent curvature;

Thence from a radial line which bears South 83°56'49" East, northerly 65.77 feet along the arc of a 590.00 foot radius non-tangent curve to the left through a central angle of 06°23'14";

Thence North 00°20'03" West a distance of 289.90 feet;

Thence North 88°56'42" West a distance of 490.14 feet;

Thence North 00°20'03" West a distance of 427.86 feet;

Thence South 88°31'49" East a distance of 490.24 feet;

Thence North 00°20'03" West a distance of 104.64 feet;

Thence North 89°49'56" East a distance of 60.00 feet to a point situate on the Easterly Line of said Section 32;

Thence along said Easterly Section line, South 00°20'03" East a distance of 818.68 feet;

Thence leaving said Section line, South 89°39'57" West a distance of 30.00 feet to a point situate on a non-tangent curve;

Thence from a radial line which bears North 89°39'57" East, southerly 378.12 feet along the arc of 620.00 foot radius non-tangent curve to the right through a central angle of 34°56'34";

Thence South 34°36'31" West a distance of 25.29 feet to a point of curvature;

Thence southerly 128.15 feet along the arc of 380.00 foot radius tangent curve to the left through a central angle of 19°19'22" to the Point of Beginning and containing 10.354 acres of land, more or less.

The Basis of Bearings for this description is said Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

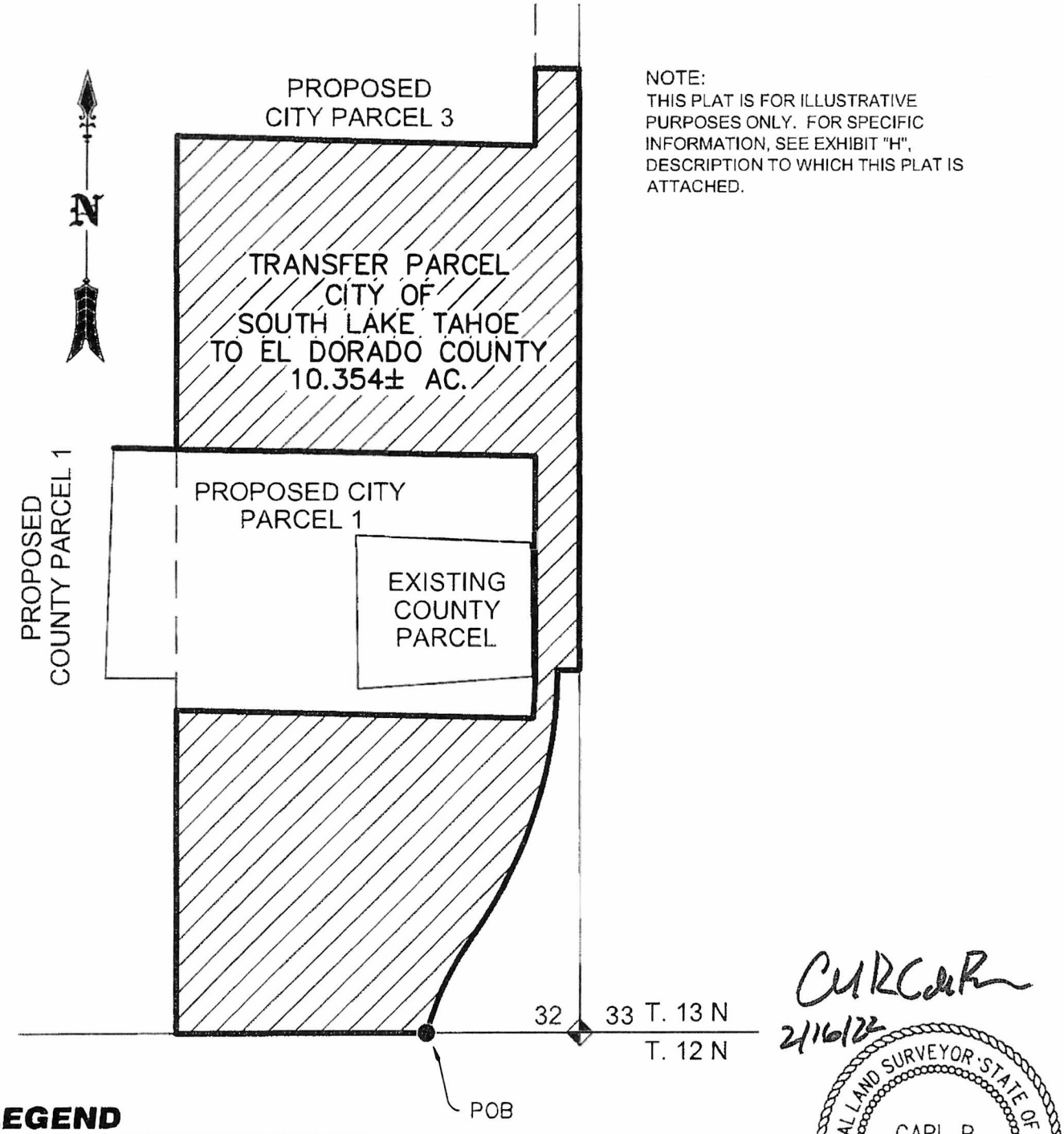
*See Exhibit "H-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "H", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

**LEGEND**

- ● P.O.B. = POINT OF BEGINNING
- ✦ SECTION CORNER

CRCdeB
2/16/22

PROFESSIONAL LAND SURVEYOR · STATE OF CALIFORNIA
CARL R. C.de BACA
EXP: 12/31/22
No. 5854

| | | |
|---|---|---|
| R.E.Y. ENGINEERS, INC.<br>Civil Engineers ! Land Surveyors ! LIDAR<br>905 Sutter Street, Suite 200<br>Folsom, CA 95630<br>Phone: (916) 366-3040 Fax (916) 366-3303 | EXHIBIT H-1<br>PLAT TO ACCOMPANY DESCRIPTION<br>CITY TO COUNTY TRANSFER PARCEL<br>BEING A PORTION OF TRACT A OF 16 S 30<br>CITY OF SOUTH LAKE TAHOE<br>EL DORADO COUNTY CALIFORNIA | Date: FEB 2022<br>Scale: 1" = 200'<br>Job No: 8195.001<br>Prepared by: TMS / CRC<br>Page 1 of 1 |

Exhibit D-11

## EXHIBIT E

## FORM OF VECTOR CONTROL PROPERTY GRANT DEED

Recorded at the Request of and
When Recorded Mail to:

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attention: Joe Irvin, City Manager

Document Entitled to Free
Recordation Pursuant to
Government Code Section 27383
NO TAX DUE

---

### GRANT DEED
### (EL DORADO COUNTY TO CITY OF SOUTH LAKE TAHOE)

WHEREAS, the City of South Lake Tahoe, a municipal corporation ("City") and El Dorado County, a political subdivision of the State of California ("County") have entered into that certain Agreement for Development, Operation and Maintenance of the 56-Acre Property dated _____ to set forth the terms and conditions relating to among other things (1) the amendment and restatement of a series of prior agreements regarding the lease and development of certain real property located within the County and City referred to as the 56-Acre Property; (2) City and County transfers of certain City and County-owned property to effectuate development of the 56-Acre Property; (3) the lease of certain property to City for City's ongoing development and use of the 56-Acre Property in accordance with a City-approved Master Plan; and (4) County's use of certain portions of the 56-Acre Property (the "56-Acre Agreement"); and

WHEREAS, pursuant to the 56-Acre Agreement, County has agreed to transfer to City an approximately one-acre site for public use.

NOW THEREFORE, the County does hereby grant to City, any and all right, title and interest in the real property located in the County of El Dorado, designated as APN 026-050-003 as set forth in **Attachment 1** attached hereto ("Property") for public use. The Property shall be used for public use. Private residential, commercial, or industrial uses shall not be permitted; provided, however, that commercial uses clearly subservient and accessory to a public use shall be permitted. In the event the Property is not used for public use as provided herein, title and interest to the Property shall revert to the County.

Executed this _____ day of _____, 202__.

**COUNTY**:

EL DORADO COUNTY, a political subdivision of the State of California

By:_____
Chair, Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By:

**Deputy ClerkALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA**

STATE OF CALIFORNIA )
COUNTY OF _____ )

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name of Signer(s)

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 of Notary Public

## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by Grant Deed dated _____, 202_____, from the County of El Dorado to the City of South Lake Tahoe ("City") is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to the authority conferred by Resolution No. __, adopted by the City Council on _____, and the grantee consents to the recordation of the Grant Deed on behalf of the City.

Dated: _____, 202_____

**CITY**:

CITY OF SOUTH LAKE TAHOE, a municipal corporation

By:_____

## ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF _____ )

On _____, before me, _____
Date (e.g. "Jane Doe, Notary Public") Name And Title Of Officer

personally appeared _____
Name of Signer(s)

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 of Notary Public

**ATTACHMENT 1**

DESCRIPTION OF THE PROPERTY

Assessor's Parcel Number 026-050-003

# EXHIBIT F

## FORM OF LEASE

**RECORDING REQUESTED BY**
**AND WHEN RECORDED RETURN TO:**

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attention: Joe Irvin, City Manager

**Exempt from Recording Fees**
**Per Government Code Section 27383**

Space above this line for Recorder's use only.

## GROUND LEASE

This GROUND LEASE (the "**Lease**"), dated as of _____ ("**Effective Date**"), is made and entered into by and between the City of South Lake Tahoe, a California municipal corporation ("**City**"), and El Dorado County, a political subdivision of the State of California ("**County**"). County and City may each be referred to as a "**Party**" or collectively as the "**Parties.**"

## RECITALS

A. County and City have entered into various agreements over the last few decades to provide for the County's lease to City of certain property on a portion of the site known as the 56-Acre Property and the construction of various facilities on the leased property. The original Lease of Real Property between the County and City was dated July 1, 1968, and thereafter replaced with a new lease and series of amendments as follows: (1) Lease of Real Property between the County and City dated December 12, 1972; (2) Amendment to Lease of Real Property dated December 9, 1986; (3) Amendment to Lease of Real Property dated April 14, 1987; (5) Amendment to Lease of Real Property dated January 26, 2010; (4) Memorandum of Understanding Between the County of El Dorado and the City of South Lake Tahoe for the Construction of the El Dorado Beach Improvement Project in the South Lake Tahoe Recreational Area("**Beach Improvement MOU**");and (5) Amendment 1 to the Beach Improvement MOU dated April 17, 2014 " (collectively, the "**Original 56-Acre Agreements**"). In addition, the City and County entered into a Facility Use Agreement, dated February 15, 2012 for the County's use of a portion of the City's leased property (collectively, the "**Existing Use Agreement**").

B. The City has subleased certain portions of the Original County Property pursuant to the following lease agreements: (1) Lease Agreement between the City of South Lake Tahoe and the South Lake Chamber of Commerce dated April 4, 2006; and (2) a Lease Agreement between the City of South Lake Tahoe and the Tahoe Art League dated May 7, 2012 ("**Existing City Subleases**"). In addition, City has entered into a Sublease Agreement between the California Tahoe Emergency Services Operations Authority, dated February 11, 2020 ("**EMS Sublease**").

C. City and County have negotiated and entered into that certain Agreement for Development, Operation and Maintenance of the 56-Acre Property dated _____ (the "**New 56-Acre Agreement**") to set forth the terms and conditions relating to (1) the amendment and restatement of the Original 56-Acre Agreements; (2) City and County transfers of certain City and County-owned property; (3) the lease of certain property to City for City's ongoing development and use of the 56-Acre Property in accordance with the Master Plan; and (4) County's use of certain portions of the 56-Acre Property.

D. In connection with consideration of the Master Plan and the New 56-Acre Agreement, the City completed review under the California Environmental Quality Act ("**CEQA**") and prepared a Mitigated Negative Declaration.

E. Pursuant to the terms of the New 56-Acre Agreement, County desires to ground lease the property described and depicted in Attachment 1 to this Lease ("**Leased Property**") to City, subject to the terms and conditions of this Lease. As set forth in Attachment 1, the Leased Property consists of: El Dorado County Proposed Parcel 1 except the EMS Property; El Dorado County Proposed Parcel 2; El Dorado County Remaining Parcel 2; and El Dorado County Proposed Parcel 5.

NOW, THEREFORE, with reference to these Recitals and on the terms and conditions contained in this Lease, City and County agree as follows:

## ARTICLE I
## LEASE OF PREMISES

1.1 Property. County leases to City, and City leases from County, the Leased Property. County and City acknowledge that all buildings and improvements currently located on the Leased Property constructed by City are and remain the sole property of City. City shall have no rights to subsurface minerals, petroleum, and other hydrocarbon substances, and County expressly reserves all of its rights to same.

1.2 Existing Recreation Center Site. City shall demolish the existing recreation center on the Leased Property upon the completion of the new Multi-Generational Center pursuant to the terms and conditions of the New 56-Acre Agreement.

1.3 As-Is Conveyance. City specifically acknowledges and agrees that County is leasing the Leased Property on an "as is with all faults" basis, condition and state of repair inclusive of all faults and defects, whether known or unknown, as may exist as of the Effective Date.

## ARTICLE II
## IMPROVEMENTS

2.1 Improvements. City shall have the sole authority over the development, operation and use of the Leased Property, and may determine, in its sole and absolute discretion, the type and nature of any and all improvements to be located on the Leased Property, subject to the use requirements in Section 5.1 below. The City authority described herein shall include the sole responsibility for the development, construction, operation and maintenance of all existing and

new improvements on the Leased Property. County and City staff shall work cooperatively in the development, construction, operation and maintenance of the Leased Property. All improvements shall be constructed in accordance with all applicable laws and regulations. In a manner consistent with the Master Plan, in developing the Leased Property, the City shall endeavor to adequately preserve all historically-significant buildings currently located on the Leased Property and to locate and design any new recreational or government facilities in a manner that is complementary to the historically-significant buildings as identified in the Master Plan.

2.2 Maintenance by City. Throughout the Term of this Lease, City shall have the duty to alter, rectify, correct, or replace any defective or dilapidated condition on the Leased Property at its sole cost and expense, including keeping and maintaining any and all existing and new facilities and improvements on the Leased Property in good order, condition and repair and in a safe and sanitary condition in compliance with all applicable laws in all material respects, and making all necessary repairs, including nonstructural and structural repairs, abatement, alterations, improvements, or additions to the Leased Property required to be made by law, statute, ordinance, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity, except in the event of Loss or Damage pursuant to Article VII below. City specifically acknowledges and agrees that County does not have and shall not have any obligations with respect to the maintenance of the facilities and improvements on the Leased Property, except to the extent of County's negligent actions or omissions. City and County will meet and confer to address issues identified in a facility assessment study to be conducted by the County on the Leased Property.

2.3 Liens and Stop Notices. City shall keep the Leased Property free and clear of all stop notices, mechanics' liens and other liens on account of any improvements constructed by or for City. City shall indemnify and save County harmless against liability, loss, damages, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to City or persons claiming under it. If a claim of a lien or stop notice is given or recorded affecting County's interest in the Leased Property, City shall within 30 days of notice of such recording or service: (a) pay and discharge the same; (b) effect the release thereof by recording and delivering to County a lien release bond in customary form and amount which results in the removal of such lien from the Leased Property; or (c) otherwise obtain or effect the release thereof.

2.4 Title to Improvements.

a. City shall have title to and ownership of any and all improvements and facilities constructed on the Leased Property by City under this Lease.

b. Upon the expiration or earlier termination of this Lease, City and County shall meet and confer to coordinate and agree to terms regarding the ownership and/or removal or replacement of the improvements and facilities located on the Leased Property.

## ARTICLE III
## TERM

3.1 Term. The term of this Lease shall be for fifty (50) years from the Effective Date (the "**Initial Term**"). The Lease shall be automatically extended on an annual basis up to a total of ninety-nine (99) years. The Initial Term in addition to any automatic extensions pursuant to this Section 3.1 shall be referred to as the "**Term.**"

## ARTICLE IV
## MONETARY PROVISIONS

4.1 Reserve Fund. City shall establish and maintain a reserve fund ("**Reserve Fund**") for the purpose of paying for the cost of repairs, replacements, renovations, or upgrades to the Leased Property ("**Replacement Expenditures**"). Commencing three months after the Effective Date, and quarterly thereafter, City shall set aside and deposit into the Reserve Fund an amount equal to (i) the fees generated from the campground on the Leased Property, and (ii) two percent (2%) of the total asset value of all of the facilities on the 56-Acre Property (excluding the ice arena) ("**Set-Aside Amount**"). All interest and earnings on the Reserve Fund shall be added to the Reserve Fund. If the Net Operating Profits, as defined in Section 4.2(a) below, are less than the Set-Aside Amount in any given year, neither City nor County are obligated to provide additional funds to the Reserve Fund. Replacement Expenditures shall include general repair and replacement, renovations and upgrades, and major capital improvement projects. Replacement Expenditures shall not include periodic, recurring, or routine maintenance that keep facilities in an ordinarily efficient operating condition. City shall provide County with an annual report no later than June 30 of each fiscal year documenting the annual Net Operating Profits, the balance of the Reserve Fund, and how the funds have been used and allocated to Replacement Expenditures. City and County shall meet at least once a year to review the Reserve Fund and discuss and prioritize projects to be funded, including without limitation, an expenditure plan detailing the amount and purpose of Replacement Expenditures for the upcoming year, and any changes as may reasonably be necessary to the Set-Aside Amount. The City will maintain and manage the Reserve Fund. In the event of early termination of this Lease pursuant to Section 9.4, City and County shall meet and confer to discuss the management and use of the Reserve Fund.

4.2 Rent. City shall pay to County during the Term the following amounts ("**Rent**"):

a. Net Operating Profits. City shall pay County an amount equal to 50 percent (50%) of the Net Operating Profits that remain after the City funds the Reserve Fund as set forth in Section 4.1(a) above. Net Operating Profits shall be calculated as the amount received by the City from all revenues generated from any source for use and rent of the 56-Acre Property, excluding the ice arena, but including without limitation, campground, facilities at Lakeview Commons, existing and new facilities, activities or special events (including outdoor camps or other programs) associated with existing and new facilities, minus all City costs to operate, maintain and refurbish such facilities, including all staff costs, operating expenses, and any taxes or assessments paid (excluding campground capital improvement expenses funded by special campground infrastructure fees). Payments shall be made quarterly with the first payment due three months after the Effective Date. City shall deliver to County a reasonably

detailed accounting of the Net Operating Profits with every quarterly payment made under this subsection (a), together with copies of such information as County may reasonably request. City shall maintain accurate books and records regarding City's profits and costs and expenses; and County shall have the right from time to time to inspect such books and records during normal business hours.

b. Additional Rent. Beginning the later of (i) 30 years after the Effective Date, or (ii) upon the full retirement or payment of any City-issued original debt to fund the development and construction of a New Multi-Generational Center, City shall pay the Additional Rent Payment (as defined below) to County on an annual basis. If the Additional Rent Payment becomes due under subsection (i) above, the first Additional Rent Payment shall be due on or before the 31st anniversary date of the Effective Date. If the Additional Rent Payment becomes due under subsection (ii) above, the first Additional Rent Payment shall be due on or before the next anniversary of the Effective Date after the full retirement or payment of City-issued original debt and shall be pro-rated based on the percentage of the year remaining after such repayment. Thereafter, the Additional Rent Payment shall be paid annually on or before the anniversary date of the Effective Date. The Additional Rent Payment is equal to $200,000, adjusted based on the annual change in the Consumer Price Index, All Items, West Region, published by the United States Bureau of Statistics. The Consumer Price Index adjustment for the Additional Rent Payment will commence upon the Effective Date and continue annually for the Term of this Lease. Should said index either cease to exist or be modified so that it no longer performs its prior function, the Parties will meet and confer in order to determine a replacement index that most closely approximates said index.

4.3 Use of Rent Proceeds. The County agrees to spend all Rent received on County infrastructure and services in the Tahoe Basin area of El Dorado County, including, but not limited to, roads, trails, facilities, and utilities. County shall create a restricted fund for all Rent for tracking purposes. County shall provide City with an annual report no later than June 30 of each fiscal year documenting the Rent received, the balance of the restricted fund account, and how the funds have been used and allocated. City and County shall discuss the use of Rent as provided herein at the annual coordination meeting on use of the Reserve Fund. County has sole discretion to determine the use and allocation of the Rent but will consider the City's input on the infrastructure and services that will be funded by the Rent proceeds.

4.4 Property Taxes and Assessments. At all times during the Term, City agrees to pay in a timely manner all taxes, assessments, fees, and charges that at any time during the Term may be levied or charged by the federal government, the state or any other tax or assessment levying body on any activity carried on under this Lease, any interest in this Lease, any possessory right that City may have in or to the Leased Property, or that is levied and assessed against the land that comprises the Leased Property and all improvements on the Leased Property. City, at no cost to County, reasonably may contest the legal validity or amount of any such taxes, assessments, or charges for which City is responsible, and institute such proceedings as City considers necessary.

4.5 Utilities. City, at its cost, shall be responsible for arranging for all utilities to be provided to the Property that are required for City's use. Each Party shall be responsible for paying all charges for its use of water, gas, electricity, telephone, sewage, refuse, and any other

utilities or materials used or consumed on the Property directly to the party providing such utilities or services.

## ARTICLE V
## USE OF THE PREMISES

5.1 Use. The City shall develop, operate and maintain the Leased Property for recreation and government facilities, with primary emphasis on recreation, to serve the residents and visitors of South Lake Tahoe and El Dorado County. In the event City desires to use the Leased Property for any use other than set forth in this Section 5.1, City may submit a written request for a use exception to the County. County shall consider such request in its reasonable discretion and respond in writing to City within 30 days of receipt of the request.

5.2 County Use of Senior Center Facility. Upon the completion of the New Multi-Generational Center, County, at its option, may elect to continue providing older adult programs at the existing Senior Center facility. In the event County exercises this option, City and County shall meet and confer to coordinate and agree to terms regarding County's continued use of the existing Senior Center facility.

5.3 County Resident Use. The City shall allow residents of El Dorado County that do not reside within the City limits to use existing and new recreation facilities on the Property under the same policies and fee schedule applicable to City residents.

5.4 Compliance with Laws. City shall, at City's sole cost, promptly comply with all federal, state and local laws, ordinances and regulations ("**Laws**"), including Laws regarding Hazardous Materials as defined below, and with the requirements of any governmental authority having jurisdiction over the Leased Property, relating to or affecting the Leased Property or the development, condition, or use of the Leased Property, including the obligation to make improvements, repairs, and alterations required by such Laws, regardless of the cost thereof, at what point in time during the Term compliance is required, and whether such compliance was foreseen or unforeseen. "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource

Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

## ARTICLE VI
## INSURANCE

6.1 Insurance Required of City. During the Term, City shall provide, at its cost and expense, the following forms and amounts of insurance with respect to the Leased Property or such equivalent amounts through an insurance pool. Such insurance shall be primary to and not contributing with any other insurance, self-insurance, or joint self-insurance maintained by the County, shall name the County and its officers, officials and employees as additional insureds, and shall include, but not be limited to:

a. Fire and Extended Coverage Insurance in All Risk form, with vandalism and malicious mischief endorsements, covering the Property and the improvements against loss or damage in an amount equal to not less than 100% of the replacement cost of the improvements.

b. Broad Form Commercial General Liability Insurance protecting City against claims for bodily injury, personal injury and property damage based upon, or arising out of, the ownership, use, occupancy or maintenance, directly or indirectly, of the Leased Property or improvements located thereon and all areas appurtenant thereto. Such insurance shall be written on an "occurrence" policy form providing single limit coverage in an initial amount of not less than $2,000,000 per occurrence and umbrella/excess liability insurance in not less than an initial amount of $5,000,000.

c. Auto Liability Insurance endorsed for all owned and non-owned vehicles in the initial amount of $2,000,000, combined single limit.

d. Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

6.2 City's Consultants, Contractors and Subcontractors. City shall require its consultants, contractors and subcontractors to maintain in force and effect worker's compensation and such other employee, general liability and property insurance as is customary for similar construction projects. Other than worker's compensation insurance, County and its officers, officials and employees shall be named as additional insureds on all such insurance and City shall provide certificates of insurance confirming such additional insured status prior to commencement of any construction work.

## ARTICLE VII
## LOSS OR DAMAGE TO PROPERTY

7.1 General. No loss or damage by fire, earthquake, flood or any other cause resulting in either partial or total destruction of the improvements located on the Leased Property, including any fixtures, personal property, equipment or machinery used or intended to

be used in connection with the Leased Property shall operate to terminate this Lease or to relieve or discharge City from the payment of any Rent. City may, but is not required to, repair, reconstruct, and/or replace or cause to be repaired, reconstructed and/or replaced any improvements, including any fixtures or personal property used or intended to be used in connection with the Leased Property, in its sole discretion, provided that any insurance proceeds will be applied to the repair, reconstruction and/or replacement of the insured improvements.

7.2 Meet and Confer. In the event of partial or total destruction pursuant to Section 7.1 above, the Parties shall meet and confer to discuss the replacement of improvements and use of the Leased Property.

## ARTICLE VIII
## ASSIGNMENT

8.1 Assignment Provisions. The qualifications and identity of City are of particular concern to County and material considerations for entering into this Lease. City shall not mortgage, pledge, hypothecate, encumber, transfer, sublease, or assign City's interest in the Leased Property or any part or portion thereof (hereinafter collectively referred to as "Transfer") without the prior written consent of County, which consent may withhold in its reasonable discretion, except as provided herein. County hereby preapproves the Existing County Subleases and any subleases to other government entities and local community non-profits, which shall not require consent by County pursuant to this Section 8.1. In the event that County sells or transfer all or any portion of the Leased Property, it shall assign its rights and obligations under the Lease.

8.2 Notice of Assignment. City shall provide County with written notice of the proposed Transfer, together with a term sheet identifying the proposed assignee or subtenant, its use of the premises, the purchase price to be paid assignment of the Lease or rental rate for the sublease, at least ninety (90) days prior to the proposed effective date of the Transfer. County shall, no later than ninety (90) days after receipt of the information specified above, deliver written notice to City which shall indicate whether County give or withhold consent to the proposed Transfer. If consent is withheld, County shall set forth a detailed explanation of the basis for withholding consent. Should County consent to any Transfer, such consent and approval shall not constitute a waiver of any of the terms, conditions, covenants, restrictions or reservations of this Lease nor be construed as County's consent to any further Transfer. Any document regarding the Transfer of the Leased Property or any part thereof shall not be inconsistent with the provisions of this Lease and in the event of such inconsistency, the provisions of this Lease shall control.

## ARTICLE IX
## DEFAULT; REMEDIES; TERMINATION

9.1 Remedies. If City at any time shall be in default in the payment of Rent or any other monetary sum called for by this Lease, or if either Party at any time shall be in default in the keeping and performing of any of its other covenants or agreements in this Lease, the non-defaulting Party shall provide written notice thereof to the alleged defaulting Party specifying the particulars of such default ("**Notice of Default**"). If the non-payment of Rent continues for 30

days after City's receipt of Notice of Default or any other alleged default continues for 60 days after a Notice of Default, or if such other default is of a nature that curing the default will take more than 60 days and the alleged defaulting Party has failed to commence to cure the default within 60 days and diligently pursue completion of such cure, then such Party shall be in "**Default**" under this Lease.

9.2 Dispute Resolution. In the event of a Default, the Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, mediation may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

9.3 Institution of Legal Actions. In the event that dispute resolution does not resolve a Default, the non-defaulting Party may file a legal action to pursue specific performance or injunctive relief. Such legal actions must be instituted in the Superior Court of the County of El Dorado, State of California, or in the Federal District Court for the Eastern District of the State of California. Neither Party shall have the right to recover any consequential, punitive or special damages.

9.4 Termination. This Lease may be terminated by mutual consent of the Parties.

## ARTICLE X
## INDEMNITY

10.1 City's Indemnity. City shall indemnify, defend, protect and hold County and its officers, employees, agents and representatives, harmless from any and all liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs ("**Claims**") to the extent arising from or in connection with (a) any condition created in or about the Property during the Term; (b) any breach, violation, or nonperformance of any term, condition, covenant, or other obligation of City under this Lease; and (c) any liens or encumbrances on the Leased Property arising out of any work performed or materials furnished by or for City.

## ARTICLE XI
## MISCELLANEOUS PROVISIONS

11.1 Holding Over. If City shall hold over the Leased Property after the expiration of the Term with the consent of County, either express or implied, such holding over shall be construed to be a tenancy from month to month subject to all the covenants, conditions and obligations contained in this Lease. City hereby agrees to continue payment of all monetary sums (such as taxes, insurance, etc.) which are the City's obligation under this Lease.

11.2 Quiet Possession. County agrees that City, upon paying the Rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Leased Property throughout the Term. County warrants to City that as of the Effective Date there are no existing tenancies on the Property.

11.3 Annual Review. The Parties shall meet at least once a year to review the status of the terms of the Leased and to ensure adequate communication and to strengthen the relationship

between the Parties. Prior to the annual meeting date, each Party shall submit to the other Party a written update on its compliance with the terms and obligations of this Lease. As part of such written update, County shall provide City with an accounting pursuant to Section 4.2 above.

11.4 Mutual Cooperation. Each Party agrees to cooperate with the other to implement the terms and conditions of this Lease and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Lease.

11.5 Notices. Any notice to be given or other document to be delivered by either Party to the other hereunder shall be in writing and delivered to either Party personally or by depositing same in the United States mail, duly certified, with postage thereon fully prepaid and addressed to the Party for whom intended, as follows:

To City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attention: Joseph D. Irvin, City Manager

To County: El Dorado County
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
Don Ashton, County Chief Administrative Officer

Either Party hereto, from time to time by written notice to the other Party, may designate a different address which shall be substituted for the one above specified. Notices shall be effective when received. Any notice or other document sent by certified mail, as aforesaid, shall be deemed received 72 hours after the mailing thereof, as above provided.

11.6 Waiver. No waiver of any breach of any of the terms, covenants, agreement, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

11.7 Binding. Subject to the restrictions set forth herein regarding assignment, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only County and City but to each of their respective heirs, administrators, executors, successors and assigns.

11.8 No Joint Venture. The relationship of the Parties hereto is that of landlord and tenant, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of City or a joint venturer with City in the conduct of City's business or otherwise.

11.9 Interpretation. The titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of the Lease.

11.10 Covenants and Conditions. Each term and each provision to be performed by City or County, as the case may be, shall be construed to be both a covenant and a condition of this Lease.

11.11 Non-liability of Officials and Employees. No member, official or employee of either Party shall be personally liable to the other Party, in the event of any Default or breach or for any amount which may become due, or on any obligations under the terms of this Lease. Each Party hereby waives and releases any claim it may have against the members, officials or employees of the other Party with respect to any Default or breach or for any amount which may become due under the terms of this Lease.

11.12 Full Knowledge of Signatories. Each Party represents and warrants to the other the following: they have carefully read this Lease, and in signing this Lease, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Lease; and, they have freely signed this Lease without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Lease.

11.13 Integration. This Lease, together with the exhibits incorporated by reference, constitutes the entire agreement between the Parties as to the ground lease of the Leased Property and there are no conditions, representations or agreements regarding the matters covered by this Lease which are not expressed herein.

11.14 Restatement. This Lease amends and restates the Original County Leases in their entirety. As of the date of execution, the Original County Leases are of no further force and effect.

11.15 Amendments. This Lease may only be amended in writing signed by the Parties.

11.16 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Lease shall be deemed executed when each Party notifies the other in writing that a counterpart has been signed by the notifying Party.

11.17 Contract Administrators. The County officer or employee with responsibility for administration of this Lease is Don Ashton, Chief Administrative Officer, or successor. The City officer or employee for responsibility for administration of this Lease is Joe Irvin, City Manager, or successor.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

| | |
|---|---|
| CITY:<br>CITY OF SOUTH LAKE TAHOE, a municipal corporation | COUNTY:<br>EL DORADO COUNTY, a political subdivision of the State of California |
| By: _____ | By: _____ |

Mayor

Chair, Board of County Supervisors

APPROVED AS TO FORM:

By: _____
Heather Stroud, City Attorney

ATTEST:

By: _____
Susan Blankenship, City Clerk

**ATTACHMENT 1**

LEGAL DESCRIPTION OF THE

PROPERTY

**EL DORADO COUNTY PROPOSED PARCEL 1**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Beginning at the southwest corner of said Tract A, being a point situate on the Easterly Right-of-Way line of U.S. Highway 50 and from which the Southeast Corner of said Section 32 bears North 89°47'59" East a distance of 1229.41 feet;

Thence, from said **Point of Beginning**, along the aforementioned Easterly Right-of-Way line, North 00°02'00" East a distance of 756.30 feet;

Thence leaving the aforementioned Easterly Right-of-Way line of U.S. Highway 50, South 88°44'16" East, 64.30 feet to a point of curvature;

Thence easterly and northerly 146.93 feet along the arc of a 120.00 foot radius tangent curve to left through a central angle of 70°09'20";

Thence North 21°06'24" East, 188.34 feet to a point of curvature;

Thence easterly and northerly 362.28 feet along the arc of a 295.00 foot radius tangent curve to the right through a central angle of 70°21'47";

Thence South 88°31'49" East, 142.60 feet;

Thence North 0°20'03" West a distance of 30.01 feet;

Thence South 88°31'49" East a distance of 490.24 feet;

Thence North 00°20'03" West a distance of 104.62 feet;

Thence North 89°49'56' East a distance of 60.00 feet to a point situate on the Easterly line of said Section 32;

Thence along said easterly Section line, South 00°20'03" East a distance of 818.68 feet;

Thence leaving said Section line, South 89°39'57" West a distance of 30.00 feet to a point of non-tangent curvature;

Thence, southerly 378.12 feet along the arc of a 620.00 foot radius non-tangent curve to the right, from a radial line which bears North 89°39'57" East, through a central angle of 34°56'34";

Thence South 34°36'31" West a distance of 25.29 feet to a point of curvature;

Thence southerly 128.15 feet along the arc of a 380.00 foot radius tangent curve to the left through a central angle of 19°19'22" to a point on the southerly line of aforementioned Section 32;

Thence leaving the aforementioned proposed Right-of-Way and continuing along said southerly line of Section 32, South 89°47'59" West a distance of 1018.68 feet to the Point of Beginning.

**EXCEPTING THEREFROM:**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 32:

Thence from said **Point of Commencement**, along the Easterly line of said Section 32, North 00°20'03" West a distance of 780.10 feet;

Thence leaving said Easterly Section Line, North 88°56'42" West a distance of 60.02 feet to a point situate on the proposed westerly Right-of-Way line of Rufus Allen Boulevard and being the True Point of Beginning:

Thence, from said **True Point of Beginning**, leaving the aforementioned proposed westerly Right-of-Way line, North 88°56'42" West a distance of 576.88 feet;

Thence South 01'36'54" West a distance of 311.27 feet;

Thence South 89°02'41" East a distance of 97.32 feet;

Thence South 00°20'03" East a distance 42.68 feet;

Thence North 88°44'16" East a distance of 486.53 feet to a point on a non-tangent curve situate on the aforementioned proposed westerly Right-of-Way line of Rufus Allen Boulevard;

Thence along the aforementioned proposed westerly Right of Way line, from a radial line which bears South 83°56'49" East, northerly 65.77 feet along the arc of a 590.00 foot radius non-tangent curve to the left through a central angle of 06°23'14";

Thence continuing along the aforementioned proposed Right of Way, North 00°20'03" West a distance of 289.90 feet to the Point of Beginning;

Containing 25.121 acres of land, more or less.

The Basis of Bearings for this description is the aforementioned Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

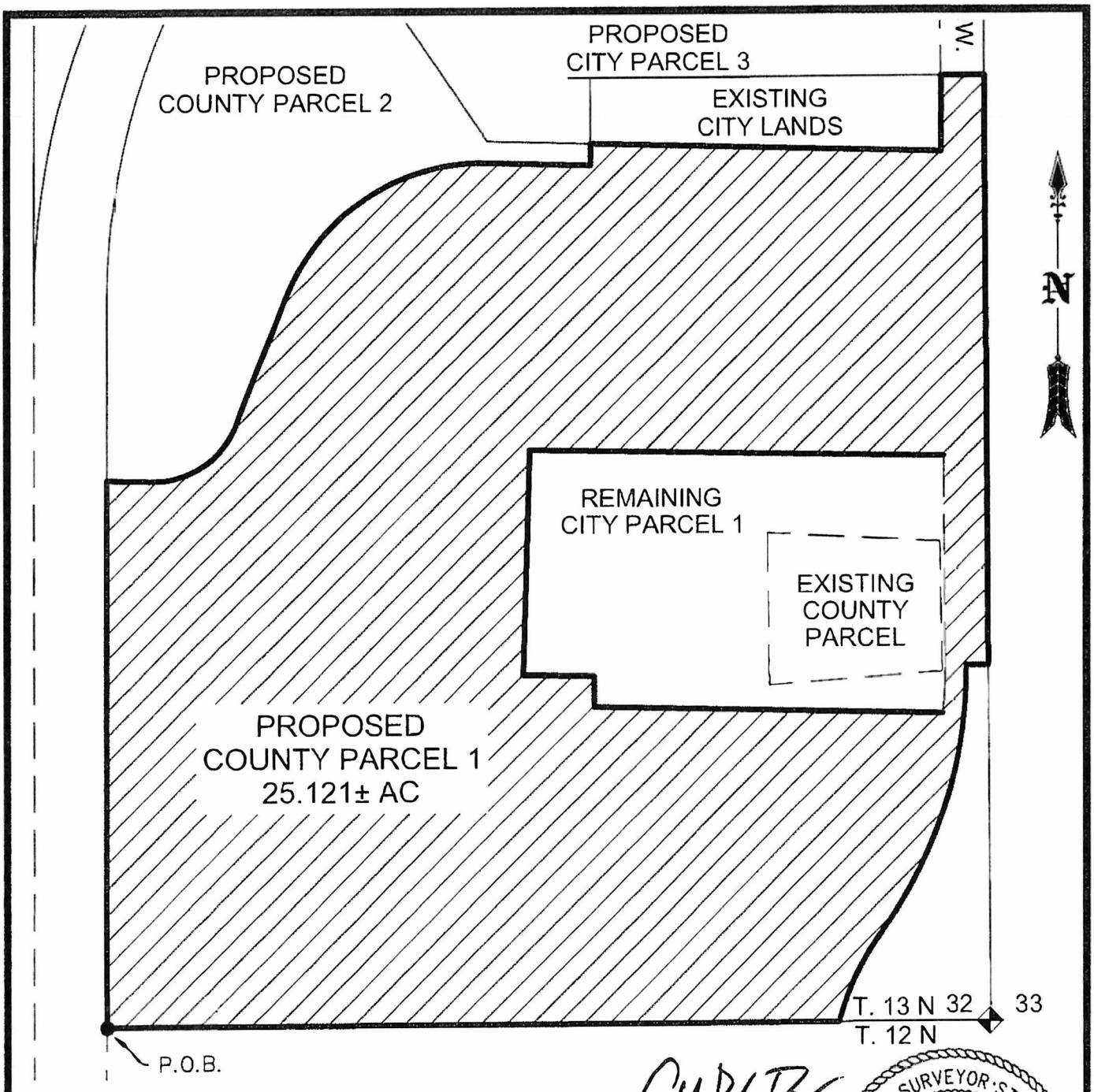
*See Exhibit "A-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




**LEGEND**

- ● P.O.B. = POINT OF BEGINNING
- ◎ P.O.C. = POINT OF COMMENCEMENT
- ◆ SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

CRdeB
2/16/22

PROFESSIONAL LAND SURVEYOR · STATE OF CALIFORNIA
CARL R.
C.de BACA
EXP: 12/31/22
No. 5854

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street Suite 200
Folsom CA 95630
Phone: (916) 366-3040 Fax: (916) 366-3303

# EXHIBIT A-1

PLAT TO ACCOMPANY DESCRIPTION
PROPOSED EL DORADO COUNTY PARCEL 1
BEING A PORTION OF TRACT A OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | FEB 2022 |
| Scale: | 1" = 200' |
| Job No: | 8195.001 |
| Prepared by: | CRC |

Exhibit F-17

Excepting from El Dorado Proposed Parcel 1 that certain property on which the California Tahoe Emergency Services Operations Authority building and parking lot are located, as depicted below (the "EMS Property"):

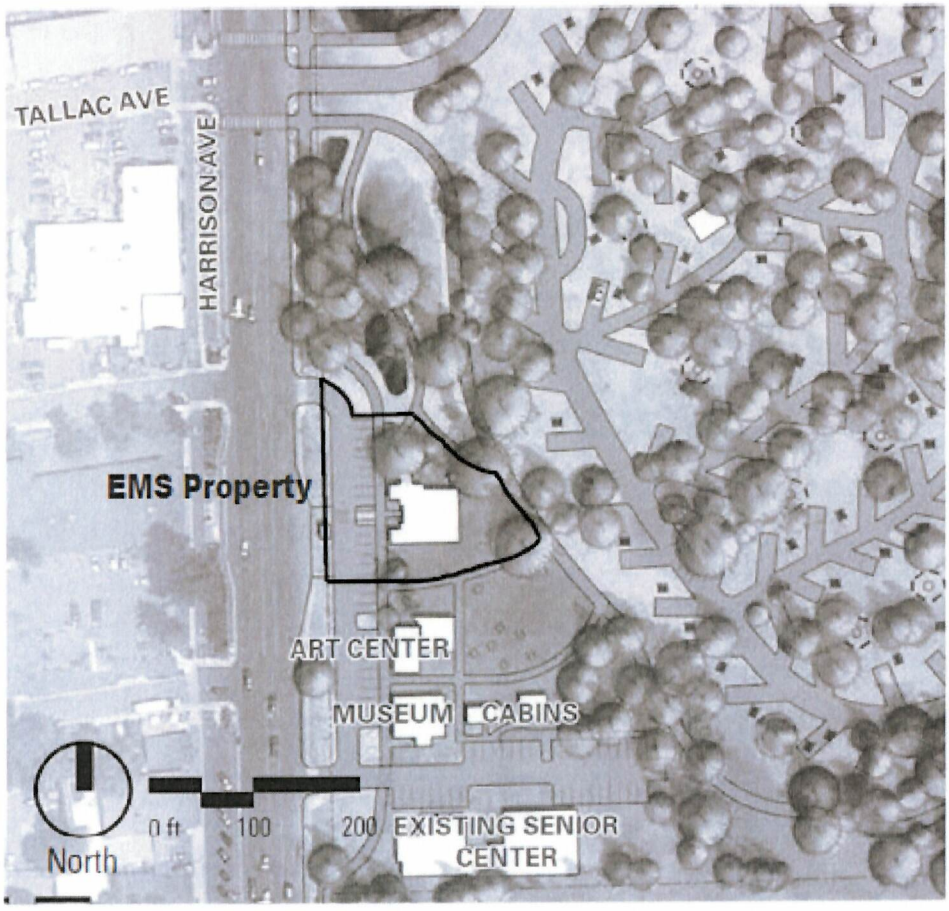



Exhibit F-18

**EL DORADO COUNTY PROPOSED PARCEL 2**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 32:

Thence from said Point of Commencement, along the Southerly line of said Section 32, South 89°47'59" West a distance of 1229.41 feet to the Southwest Corner of said Tract A, being a point situate on the Easterly Right-of-Way line of U.S. Highway 50;

Thence, leaving said Section Line, along said Easterly Right-of-Way line, North 00°02'00" East a distance of 756.30 feet the True Point of Beginning:

Thence, from said **True Point of Beginning,** continuing along said Easterly Right-of-Way line, North 00°02'00" East a distance of 249.10 feet to a point of curvature;

Thence continuing along said Easterly Right-of-Way line, 702.23 feet along the arc of a 990.00 foot radius tangent curve to the right through a central angle of 40°38'28";

Thence leaving said Easterly Right-of-Way line, South 34°27'10" East a distance of 514.27 feet;

Thence South 88°31'49" East a distance of 141.65 feet;

Thence South 00°20'03" East a distance of 30.01 feet;

Thence North 88°31'49" West a distance of 142.60 feet to a point of curvature;

Thence westerly and southerly 362.28 feet along the arc of a 295.00 foot radius non-tangent curve to the left through a central angle of 70°21'47";

Thence South 21°06'24" West a distance of 188.34 feet to a point of curvature;

Thence westerly and southerly 146.93 feet along the arc of a 120.00 foot radius tangent curve to the right through a central angle of 70°09'20";

Thence North 88°44'16" West, 64.30 feet to the **Point of Beginning** and containing 5.602 acres of land, more or less.

The Basis of Bearings for this description is said Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

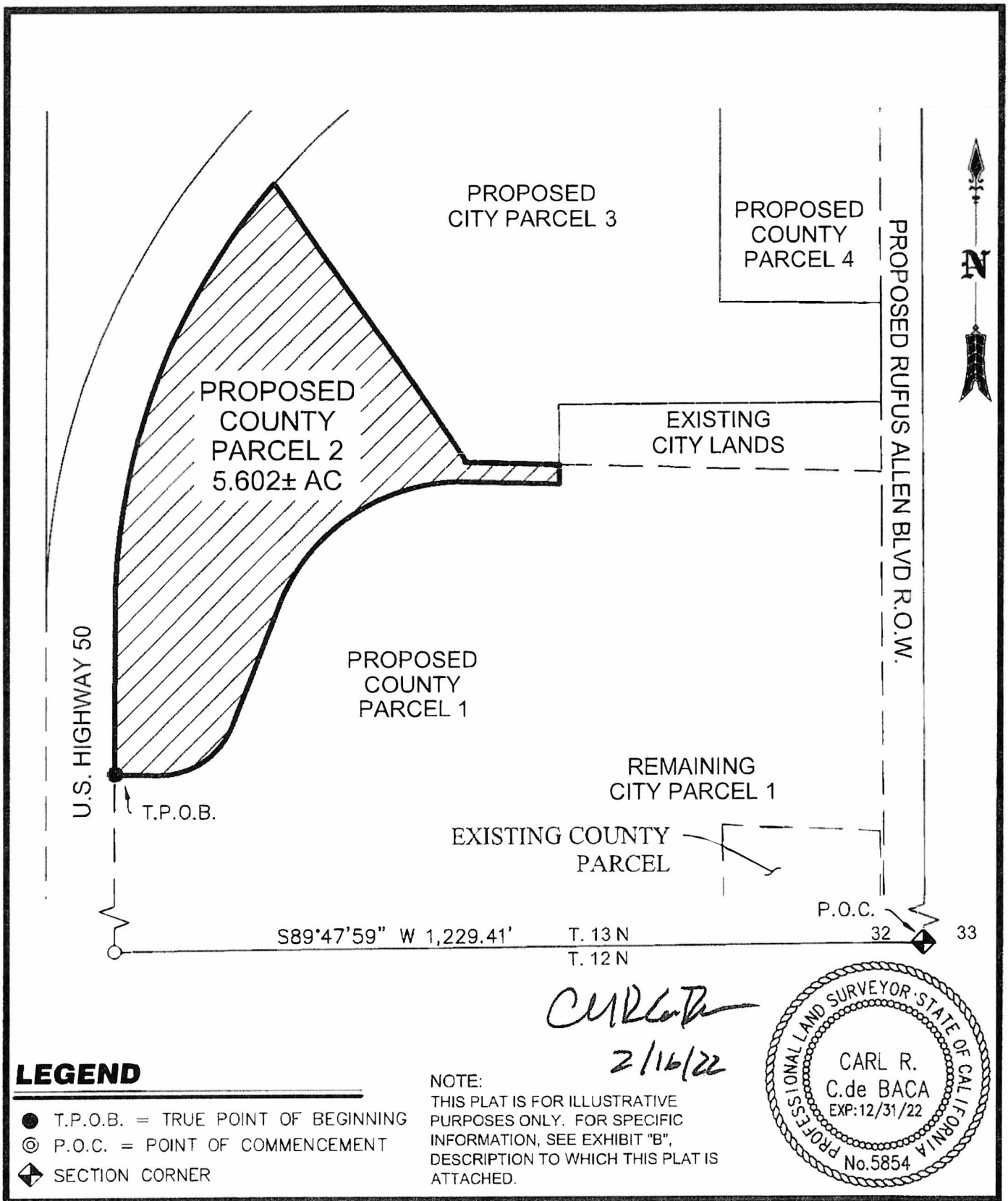
*See Exhibit "B-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




CLRdeB
2/16/22

PROFESSIONAL LAND SURVEYOR STATE OF CALIFORNIA
CARL R.
C.de BACA
EXP:12/31/22
No.5854

**LEGEND**

- ● T.P.O.B. = TRUE POINT OF BEGINNING
- ◎ P.O.C. = POINT OF COMMENCEMENT
- ◆ SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "B", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street Suite 200
Folsom, CA 95630
Phone (916) 366-3040 Fax (916) 366-3303

**EXHIBIT B-1**
PLAT TO ACCOMPANY DESCRIPTION
PROPOSED EL DORADO COUNTY PARCEL 2
BEING A PORTION OF TRACT A OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | JAN 2022 |
| Scale: | 1" = 200' |
| Job No: | 8195.001 |
| Prepared by: | TMS / DB |

Exhibit F-21

JN8195.001
County Pcl 3.docx
1/7/2022

**EL DORADO COUNTY REMAINING PARCEL 2**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract B as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

All that portion of said Tract B lying north of the northerly Right-of-Way line of U.S. Highway 50 and containing 4.75 acres of land, more or less.

The Basis of Bearings for this description is the aforementioned Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

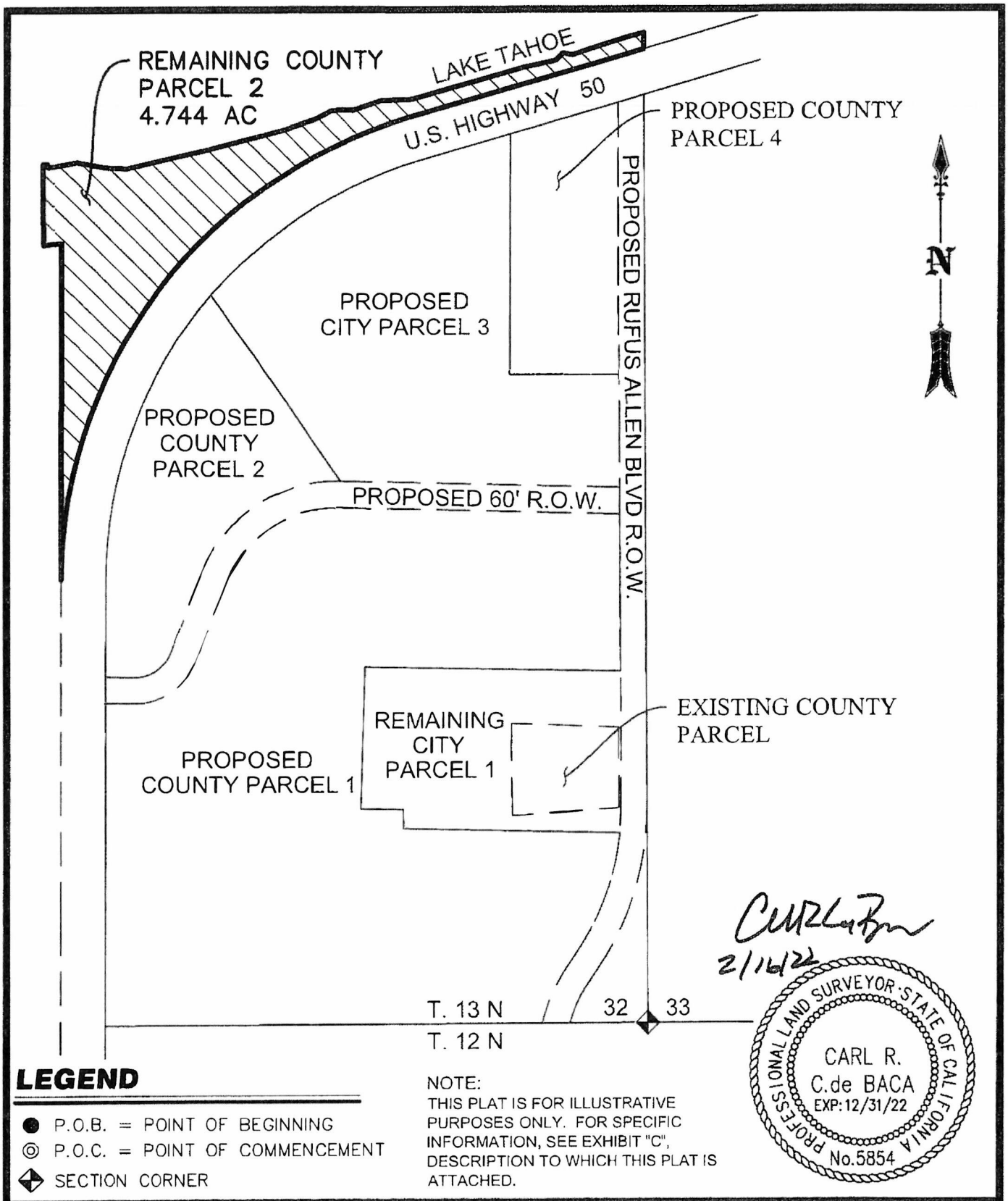
*See Exhibit "C-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




**LEGEND**

- ● P.O.B. = POINT OF BEGINNING
- ◎ P.O.C. = POINT OF COMMENCEMENT
- ◆ SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "C", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR
905 Sutter Street Suite 200
Folsom CA 95630
Phone (916) 366-3040 Fax (916) 366-3303

**EXHIBIT C-1**
PLAT TO ACCOMPANY DESCRIPTION
REMAINING EL DORADO COUNTY PARCEL 2
BEING TRACT B OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | JAN 2022 |
| Scale: | 1" = 300' |
| Job No: | 8195.001 |
| Prepared by: | CRC |

Exhibit F-23

JN8195.001
County Pcl 5.docx
2/10/2022

**EL DORADO COUNTY PROPOSED PARCEL 5**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Beginning at the Southeast Corner of said Section 32:

Thence from said **Point of Beginning**, along the Southerly line of said Section 32, South 89°47'59" West a distance of 210.73 feet to a point of intersection with a non-tangent curve;

Thence leaving said Section line, northerly 128.15 feet along the arc of a 380.00 foot radius non-tangent curve to the right, from a radial line which bears North 74°42'50" West, through a central angle of 19°19'22";

Thence North 34°36'31" East a distance of 25.29 feet to a point of curvature;

Thence northerly 378.12 feet along the arc of a 620.00 foot radius tangent curve to the left through a central angle of 34°56'34";

Thence North 89°39'57" East a distance of 30.00 feet to a point situate on the Easterly line of said Section 32;
Thence along said Easterly Section Line, South 0 20'03" East a distance of 491.66 feet to the **Point of Beginning** and containing 1.105 acres of land, more or less.

The Basis of Bearings for this description is said Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

*See Exhibit "E-1", Plat to Accompany Description, attached hereto and made a part hereof.*

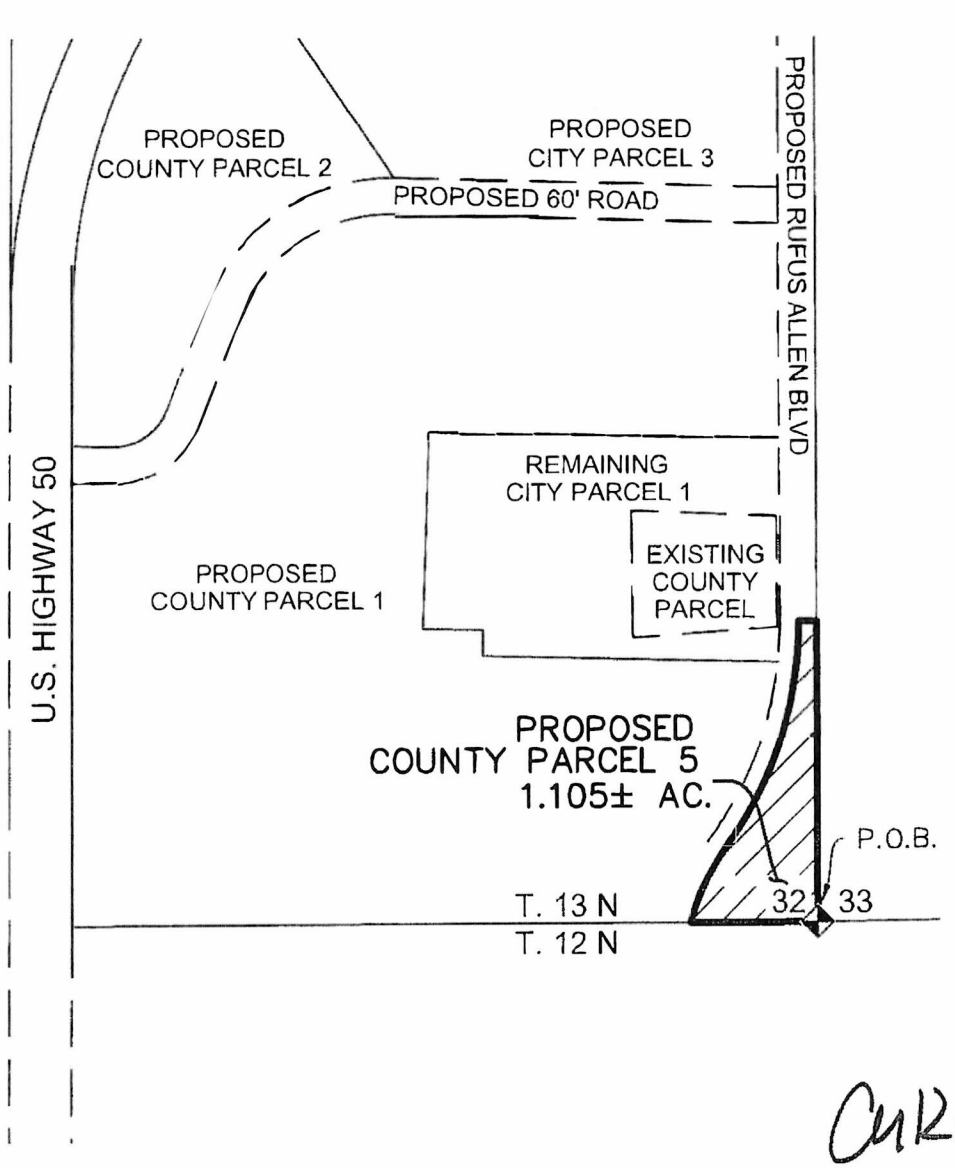
Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812

Exhibit F-24




2/16/22

PROFESSIONAL LAND SURVEYOR · STATE OF CALIFORNIA
CARL R. C.de BACA
EXP:12/31/22
No.5854

**LEGEND**

- ● P.O.B. = POINT OF BEGINNING
- ◆ SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "E", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street, Suite 200
Folsom, CA 95630
Phone: (916) 366-3040 Fax (916) 366-3303

**EXHIBIT E-1**
PLAT TO ACCOMPANY DESCRIPTION
PROPOSED EL DORADO COUNTY PARCEL 5
BEING A PORTION OF TRACT A OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | FEB 2022 |
| Scale: | 1" = 300' |
| Job No: | 8195.001 |
| Prepared by: | CRC |

Exhibit F-25

## EXHIBIT G

## FORM AMENDMENT TO GRANT DEED

Recorded at the Request of and
When Recorded Mail to:

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attention: Joe Irvin, City Manager

Document Entitled to Free
Recordation Pursuant to
Government Code Section 27383
NO TAX DUE

---

### AMENDMENT TO GRANT DEED
### (EL DORADO COUNTY TO CITY OF SOUTH LAKE TAHOE)

WHERAS, the County of El Dorado granted and conveyed certain real property that consists of a portion of the property known as the 56-Acre Property to the City of South Lake Tahoe by Grant Deed dated April 17, 1973, and recorded in the Official Records of El Dorado County in Book 1189, at Page 88 ("Original Grant Deed"); and

WHEREAS, the Original Grant Deed includes a list of six restrictions that range from requiring the property granted therein to be used for certain public uses to a limit on the square footage of impervious surface on the property (the "Restrictions"); and

WHEREAS, the City of South Lake Tahoe, a municipal corporation ("City") and El Dorado County, a political subdivision of the State of California ("County") have entered into that certain Agreement for Development, Operation and Maintenance of the 56-Acre Property dated _____ to set forth the terms and conditions relating to among other things (1) the amendment and restatement of a series of prior agreements regarding the lease and development of certain real property located within the County and City referred to as the 56-Acre Property; (2) City and County transfers of certain City and County-owned property to effectuate development of the 56-Acre Property; (3) the lease of certain property to City for City's ongoing development and use of the 56-Acre Property in accordance with a City-approved Master Plan; and (4) County's use of certain portions of the 56-Acre Property (the "56-Acre Agreement"); and

WHEREAS, pursuant to the 56-Acre Agreement, County has agreed to transfer to City approximately 9.1 acres resulting in an approximately 10.2-acre site when combined with

existing City parcel for the purpose of development and construction of a new Multi-Generational Center, civic center, and parking lot, and an easement over an approximately 4.8 acre site to be used as a right-of-way, in exchange for the City's grant to County of an approximately 11.45 acre site for County governmental or recreational use.

NOW THEREFORE, the County and City hereby amend the Original Grant Deed to amend and restate the Restrictions with the following restriction: "That said real property shall be used solely and exclusively for public use. Private residential, commercial, or industrial uses shall not be permitted; provided, however, that commercial uses clearly subservient and accessory to a public use shall be permitted."

Executed this _____ day of _____, 202__.

**CITY:**

CITY OF SOUTH LAKE TAHOE, a municipal corporation

By:_____
Mayor

APPROVED AS TO FORM:

By:_____
Heather Stroud, City Attorney

ATTEST:

By:_____
Susan Blankenship, City Clerk

**COUNTY**:

EL DORADO COUNTY, a political subdivision of the State of California

By:_____
Chair of Board of County Supervisors

## ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF _____ )

On _____, before me, _____
Date (e.g. "Jane Doe, Notary Public") Name And Title Of Officer

personally appeared _____
Name of Signer(s)

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 of Notary Public

## ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF _____ )

On _____, before me, _____
Date (e.g. "Jane Doe, Notary Public") Name And Title Of Officer

personally appeared _____
Name of Signer(s)

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 of Notary Public

Electronically Recorded in Official Records
County of El Dorado
Janelle K. Horne
Recorder-Clerk

**DOC# 2022-0034736**

08/24/2022
01:04 PM

Titles: 1 Pages: 29

| | | |
|---|---|---|
| | Fees | $0.00 |
| | Taxes | $0.00 |
| GL | CA SB2 Fee | $0.00 |
| | Total | $0.00 |

Recording Requested by:

CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

When Recorded Mail to:

City of South Lake Tahoe
City Clerk's Office
1901 Lisa Maloff Way, Suite 206
South Lake Tahoe, CA 96150

THIS SPACE FOR RECORDER USE ONLY

GROUND LEASE

DOCUMENT TITLE

The undersigned declares the document to which this page is affixed and made a part of is exempt from the fee imposed by the Building Homes & Jobs Act (SB 2):

☐ Exempt under Government Code 27388.1 (a)(1):

- ☐ Maximum $225.00 fee per transaction reached.
- ☐ Not related to real property.

☐ Exempt under Government Code 27388.1 (a)(2), Recorded in connection with a transfer:

- ☐ Subject to the imposition of documentary transfer tax.
- ☐ Of real property that is a residential dwelling to an owner-occupier.

☑ Exempt from the fee per GC 27388.1(a)(2)(D); RECORDING FEE EXEMPT UNDER GC 27383

DAB

Signature

7/19/22

Date

Recording Fees Apply

**RECORDING REQUESTED BY**
**AND WHEN RECORDED RETURN TO:**

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attention: Joe Irvin, City Manager

**Exempt from Recording Fees**
**Per Government Code Section 27383**

LIENED TO FULL VALUE
EXEMPT UNDER REVENUE AND TAXATION
CODE R&T 11922

Space above this line for Recorder's use only.

# GROUND LEASE

This GROUND LEASE (the "**Lease**"), dated as of 6/13/2022 ("**Effective Date**"), is made and entered into by and between the City of South Lake Tahoe, a California municipal corporation ("**City**"), and El Dorado County, a political subdivision of the State of California ("**County**"). County and City may each be referred to as a "**Party**" or collectively as the "**Parties.**"

## RECITALS

A. County and City have entered into various agreements over the last few decades to provide for the County's lease to City of certain property on a portion of the site known as the 56-Acre Property and the construction of various facilities on the leased property. The original Lease of Real Property between the County and City was dated July 1, 1968, and thereafter replaced with a new lease and series of amendments as follows: (1) Lease of Real Property between the County and City dated December 12, 1972; (2) Amendment to Lease of Real Property dated December 9, 1986; (3) Amendment to Lease of Real Property dated April 14, 1987; (5) Amendment to Lease of Real Property dated January 26, 2010; (4) Memorandum of Understanding Between the County of El Dorado and the City of South Lake Tahoe for the Construction of the El Dorado Beach Improvement Project in the South Lake Tahoe Recreational Area("**Beach Improvement MOU**");and (5) Amendment 1 to the Beach Improvement MOU dated April 17, 2014 " (collectively, the "**Original 56-Acre Agreements**"). In addition, the City and County entered into a Facility Use Agreement, dated February 15, 2012 for the County's use of a portion of the City's leased property (collectively, the "**Existing Use Agreement**").

B. The City has subleased certain portions of the Original County Property pursuant to the following lease agreements: (1) Lease Agreement between the City of South Lake Tahoe and the South Lake Chamber of Commerce dated April 4, 2006; and (2) a Lease Agreement between the City of South Lake Tahoe and the Tahoe Art League dated May 7, 2012 ("**Existing City Subleases**"). In addition, City has entered into a Sublease Agreement between the California Tahoe Emergency Services Operations Authority, dated February 11, 2020 ("**EMS Sublease**").

SEE ATTACHED EXHIBIT B, C, AND E





FSJPCTO2200733-JM

C. City and County have negotiated and entered into that certain Agreement for Development, Operation and Maintenance of the 56-Acre Property dated February 22, 2022 (the "**New 56-Acre Agreement**") to set forth the terms and conditions relating to (1) the amendment and restatement of the Original 56-Acre Agreements; (2) City and County transfers of certain City and County-owned property; (3) the lease of certain property to City for City's ongoing development and use of the 56-Acre Property in accordance with the Master Plan; and (4) County's use of certain portions of the 56-Acre Property.

D. In connection with consideration of the Master Plan and the New 56-Acre Agreement, the City completed review under the California Environmental Quality Act ("**CEQA**") and prepared a Mitigated Negative Declaration.

E. Pursuant to the terms of the New 56-Acre Agreement, County desires to ground lease the property described and depicted in Attachment 1 to this Lease ("**Leased Property**") to City, subject to the terms and conditions of this Lease. As set forth in Attachment 1, the Leased Property consists of: El Dorado County Proposed Parcel 1 except the EMS Property; El Dorado County Proposed Parcel 2; El Dorado County Remaining Parcel 2; and El Dorado County Proposed Parcel 5.

NOW, THEREFORE, with reference to these Recitals and on the terms and conditions contained in this Lease, City and County agree as follows:

## ARTICLE I
## LEASE OF PREMISES

1.1 Property. County leases to City, and City leases from County, the Leased Property. County and City acknowledge that all buildings and improvements currently located on the Leased Property constructed by City are and remain the sole property of City. City shall have no rights to subsurface minerals, petroleum, and other hydrocarbon substances, and County expressly reserves all of its rights to same.

1.2 Existing Recreation Center Site. City shall demolish the existing recreation center on the Leased Property upon the completion of the new Multi-Generational Center pursuant to the terms and conditions of the New 56-Acre Agreement.

1.3 As-Is Conveyance. City specifically acknowledges and agrees that County is leasing the Leased Property on an "as is with all faults" basis, condition and state of repair inclusive of all faults and defects, whether known or unknown, as may exist as of the Effective Date.

## ARTICLE II
## IMPROVEMENTS

2.1 Improvements. City shall have the sole authority over the development, operation and use of the Leased Property, and may determine, in its sole and absolute discretion, the type and nature of any and all improvements to be located on the Leased Property, subject to the use requirements in Section 5.1 below. The City authority described herein shall include the sole responsibility for the development, construction, operation and maintenance of all existing and

new improvements on the Leased Property. County and City staff shall work cooperatively in the development, construction, operation and maintenance of the Leased Property. All improvements shall be constructed in accordance with all applicable laws and regulations. In a manner consistent with the Master Plan, in developing the Leased Property, the City shall endeavor to adequately preserve all historically-significant buildings currently located on the Leased Property and to locate and design any new recreational or government facilities in a manner that is complementary to the historically-significant buildings as identified in the Master Plan.

2.2 Maintenance by City. Throughout the Term of this Lease, City shall have the duty to alter, rectify, correct, or replace any defective or dilapidated condition on the Leased Property at its sole cost and expense, including keeping and maintaining any and all existing and new facilities and improvements on the Leased Property in good order, condition and repair and in a safe and sanitary condition in compliance with all applicable laws in all material respects, and making all necessary repairs, including nonstructural and structural repairs, abatement, alterations, improvements, or additions to the Leased Property required to be made by law, statute, ordinance, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity, except in the event of Loss or Damage pursuant to Article VII below. City specifically acknowledges and agrees that County does not have and shall not have any obligations with respect to the maintenance of the facilities and improvements on the Leased Property, except to the extent of County's negligent actions or omissions. City and County will meet and confer to address issues identified in a facility assessment study to be conducted by the County on the Leased Property.

2.3 Liens and Stop Notices. City shall keep the Leased Property free and clear of all stop notices, mechanics' liens and other liens on account of any improvements constructed by or for City. City shall indemnify and save County harmless against liability, loss, damages, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to City or persons claiming under it. If a claim of a lien or stop notice is given or recorded affecting County's interest in the Leased Property, City shall within 30 days of notice of such recording or service: (a) pay and discharge the same; (b) effect the release thereof by recording and delivering to County a lien release bond in customary form and amount which results in the removal of such lien from the Leased Property; or (c) otherwise obtain or effect the release thereof.

2.4 Title to Improvements.

a. City shall have title to and ownership of any and all improvements and facilities constructed on the Leased Property by City under this Lease.

b. Upon the expiration or earlier termination of this Lease, City and County shall meet and confer to coordinate and agree to terms regarding the ownership and/or removal or replacement of the improvements and facilities located on the Leased Property.

## ARTICLE III
## TERM

3.1 Term. The term of this Lease shall be for fifty (50) years from the Effective Date (the "**Initial Term**"). The Lease shall be automatically extended on an annual basis up to a total of ninety-nine (99) years. The Initial Term in addition to any automatic extensions pursuant to this Section 3.1 shall be referred to as the "**Term**."

## ARTICLE IV
## MONETARY PROVISIONS

4.1 Reserve Fund. City shall establish and maintain a reserve fund ("**Reserve Fund**") for the purpose of paying for the cost of repairs, replacements, renovations, or upgrades to the Leased Property ("**Replacement Expenditures**"). Commencing three months after the Effective Date, and quarterly thereafter, City shall set aside and deposit into the Reserve Fund an amount equal to (i) the fees generated from the campground on the Leased Property, and (ii) two percent (2%) of the total asset value of all of the facilities on the 56-Acre Property (excluding the ice arena) ("**Set-Aside Amount**"). All interest and earnings on the Reserve Fund shall be added to the Reserve Fund. If the Net Operating Profits, as defined in Section 4.2(a) below, are less than the Set-Aside Amount in any given year, neither City nor County are obligated to provide additional funds to the Reserve Fund. Replacement Expenditures shall include general repair and replacement, renovations and upgrades, and major capital improvement projects. Replacement Expenditures shall not include periodic, recurring, or routine maintenance that keep facilities in an ordinarily efficient operating condition. City shall provide County with an annual report no later than June 30 of each fiscal year documenting the annual Net Operating Profits, the balance of the Reserve Fund, and how the funds have been used and allocated to Replacement Expenditures. City and County shall meet at least once a year to review the Reserve Fund and discuss and prioritize projects to be funded, including without limitation, an expenditure plan detailing the amount and purpose of Replacement Expenditures for the upcoming year, and any changes as may reasonably be necessary to the Set-Aside Amount. The City will maintain and manage the Reserve Fund. In the event of early termination of this Lease pursuant to Section 9.4, City and County shall meet and confer to discuss the management and use of the Reserve Fund.

4.2 Rent. City shall pay to County during the Term the following amounts ("**Rent**"):

a. Net Operating Profits. City shall pay County an amount equal to 50 percent (50%) of the Net Operating Profits that remain after the City funds the Reserve Fund as set forth in Section 4.1(a) above. Net Operating Profits shall be calculated as the amount received by the City from all revenues generated from any source for use and rent of the 56-Acre Property, excluding the ice arena, but including without limitation, campground, facilities at Lakeview Commons, existing and new facilities, activities or special events (including outdoor camps or other programs) associated with existing and new facilities, minus all City costs to operate, maintain and refurbish such facilities, including all staff costs, operating expenses, and any taxes or assessments paid (excluding campground capital improvement expenses funded by special campground infrastructure fees). Payments shall be made quarterly with the first payment due three months after the Effective Date. City shall deliver to County a reasonably

detailed accounting of the Net Operating Profits with every quarterly payment made under this subsection (a), together with copies of such information as County may reasonably request. City shall maintain accurate books and records regarding City's profits and costs and expenses; and County shall have the right from time to time to inspect such books and records during normal business hours.

b. Additional Rent. Beginning the later of (i) 30 years after the Effective Date, or (ii) upon the full retirement or payment of any City-issued original debt to fund the development and construction of a New Multi-Generational Center, City shall pay the Additional Rent Payment (as defined below) to County on an annual basis. If the Additional Rent Payment becomes due under subsection (i) above, the first Additional Rent Payment shall be due on or before the 31st anniversary date of the Effective Date. If the Additional Rent Payment becomes due under subsection (ii) above, the first Additional Rent Payment shall be due on or before the next anniversary of the Effective Date after the full retirement or payment of City-issued original debt and shall be pro-rated based on the percentage of the year remaining after such repayment. Thereafter, the Additional Rent Payment shall be paid annually on or before the anniversary date of the Effective Date. The Additional Rent Payment is equal to $200,000, adjusted based on the annual change in the Consumer Price Index, All Items, West Region, published by the United States Bureau of Statistics. The Consumer Price Index adjustment for the Additional Rent Payment will commence upon the Effective Date and continue annually for the Term of this Lease. Should said index either cease to exist or be modified so that it no longer performs its prior function, the Parties will meet and confer in order to determine a replacement index that most closely approximates said index.

4.3 Use of Rent Proceeds. The County agrees to spend all Rent received on County infrastructure and services in the Tahoe Basin area of El Dorado County, including, but not limited to, roads, trails, facilities, and utilities. County shall create a restricted fund for all Rent for tracking purposes. County shall provide City with an annual report no later than June 30 of each fiscal year documenting the Rent received, the balance of the restricted fund account, and how the funds have been used and allocated. City and County shall discuss the use of Rent as provided herein at the annual coordination meeting on use of the Reserve Fund. County has sole discretion to determine the use and allocation of the Rent but will consider the City's input on the infrastructure and services that will be funded by the Rent proceeds.

4.4 Property Taxes and Assessments. At all times during the Term, City agrees to pay in a timely manner all taxes, assessments, fees, and charges that at any time during the Term may be levied or charged by the federal government, the state or any other tax or assessment levying body on any activity carried on under this Lease, any interest in this Lease, any possessory right that City may have in or to the Leased Property, or that is levied and assessed against the land that comprises the Leased Property and all improvements on the Leased Property. City, at no cost to County, reasonably may contest the legal validity or amount of any such taxes, assessments, or charges for which City is responsible, and institute such proceedings as City considers necessary.

4.5 Utilities. City, at its cost, shall be responsible for arranging for all utilities to be provided to the Property that are required for City's use. Each Party shall be responsible for paying all charges for its use of water, gas, electricity, telephone, sewage, refuse, and any other

utilities or materials used or consumed on the Property directly to the party providing such utilities or services.

## ARTICLE V
## USE OF THE PREMISES

5.1 Use. The City shall develop, operate and maintain the Leased Property for recreation and government facilities, with primary emphasis on recreation, to serve the residents and visitors of South Lake Tahoe and El Dorado County. In the event City desires to use the Leased Property for any use other than set forth in this Section 5.1, City may submit a written request for a use exception to the County. County shall consider such request in its reasonable discretion and respond in writing to City within 30 days of receipt of the request.

5.2 County Use of Senior Center Facility. Upon the completion of the New Multi-Generational Center, County, at its option, may elect to continue providing older adult programs at the existing Senior Center facility. In the event County exercises this option, City and County shall meet and confer to coordinate and agree to terms regarding County's continued use of the existing Senior Center facility.

5.3 County Resident Use. The City shall allow residents of El Dorado County that do not reside within the City limits to use existing and new recreation facilities on the Property under the same policies and fee schedule applicable to City residents.

5.4 Compliance with Laws. City shall, at City's sole cost, promptly comply with all federal, state and local laws, ordinances and regulations ("**Laws**"), including Laws regarding Hazardous Materials as defined below, and with the requirements of any governmental authority having jurisdiction over the Leased Property, relating to or affecting the Leased Property or the development, condition, or use of the Leased Property, including the obligation to make improvements, repairs, and alterations required by such Laws, regardless of the cost thereof, at what point in time during the Term compliance is required, and whether such compliance was foreseen or unforeseen. "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource

Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

## ARTICLE VI
## INSURANCE

6.1 Insurance Required of City. During the Term, City shall provide, at its cost and expense, the following forms and amounts of insurance with respect to the Leased Property or such equivalent amounts through an insurance pool. Such insurance shall be primary to and not contributing with any other insurance, self-insurance, or joint self-insurance maintained by the County, shall name the County and its officers, officials and employees as additional insureds, and shall include, but not be limited to:

a. Fire and Extended Coverage Insurance in All Risk form, with vandalism and malicious mischief endorsements, covering the Property and the improvements against loss or damage in an amount equal to not less than 100% of the replacement cost of the improvements.

b. Broad Form Commercial General Liability Insurance protecting City against claims for bodily injury, personal injury and property damage based upon, or arising out of, the ownership, use, occupancy or maintenance, directly or indirectly, of the Leased Property or improvements located thereon and all areas appurtenant thereto. Such insurance shall be written on an "occurrence" policy form providing single limit coverage in an initial amount of not less than $2,000,000 per occurrence and umbrella/excess liability insurance in not less than an initial amount of $5,000,000.

c. Auto Liability Insurance endorsed for all owned and non-owned vehicles in the initial amount of $2,000,000, combined single limit.

d. Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

6.2 City's Consultants, Contractors and Subcontractors. City shall require its consultants, contractors and subcontractors to maintain in force and effect worker's compensation and such other employee, general liability and property insurance as is customary for similar construction projects. Other than worker's compensation insurance, County and its officers, officials and employees shall be named as additional insureds on all such insurance and City shall provide certificates of insurance confirming such additional insured status prior to commencement of any construction work.

## ARTICLE VII
## LOSS OR DAMAGE TO PROPERTY

7.1 General. No loss or damage by fire, earthquake, flood or any other cause resulting in either partial or total destruction of the improvements located on the Leased Property, including any fixtures, personal property, equipment or machinery used or intended to

be used in connection with the Leased Property shall operate to terminate this Lease or to relieve or discharge City from the payment of any Rent. City may, but is not required to, repair, reconstruct, and/or replace or cause to be repaired, reconstructed and/or replaced any improvements, including any fixtures or personal property used or intended to be used in connection with the Leased Property, in its sole discretion, provided that any insurance proceeds will be applied to the repair, reconstruction and/or replacement of the insured improvements.

7.2 Meet and Confer. In the event of partial or total destruction pursuant to Section 7.1 above, the Parties shall meet and confer to discuss the replacement of improvements and use of the Leased Property.

## ARTICLE VIII
## ASSIGNMENT

8.1 Assignment Provisions. The qualifications and identity of City are of particular concern to County and material considerations for entering into this Lease. City shall not mortgage, pledge, hypothecate, encumber, transfer, sublease, or assign City's interest in the Leased Property or any part or portion thereof (hereinafter collectively referred to as "Transfer") without the prior written consent of County, which consent may withhold in its reasonable discretion, except as provided herein. County hereby preapproves the Existing County Subleases and any subleases to other government entities and local community non-profits, which shall not require consent by County pursuant to this Section 8.1. In the event that County sells or transfer all or any portion of the Leased Property, it shall assign its rights and obligations under the Lease.

8.2 Notice of Assignment. City shall provide County with written notice of the proposed Transfer, together with a term sheet identifying the proposed assignee or subtenant, its use of the premises, the purchase price to be paid assignment of the Lease or rental rate for the sublease, at least ninety (90) days prior to the proposed effective date of the Transfer. County shall, no later than ninety (90) days after receipt of the information specified above, deliver written notice to City which shall indicate whether County give or withhold consent to the proposed Transfer. If consent is withheld, County shall set forth a detailed explanation of the basis for withholding consent. Should County consent to any Transfer, such consent and approval shall not constitute a waiver of any of the terms, conditions, covenants, restrictions or reservations of this Lease nor be construed as County's consent to any further Transfer. Any document regarding the Transfer of the Leased Property or any part thereof shall not be inconsistent with the provisions of this Lease and in the event of such inconsistency, the provisions of this Lease shall control.

## ARTICLE IX
## DEFAULT; REMEDIES; TERMINATION

9.1 Remedies. If City at any time shall be in default in the payment of Rent or any other monetary sum called for by this Lease, or if either Party at any time shall be in default in the keeping and performing of any of its other covenants or agreements in this Lease, the non-defaulting Party shall provide written notice thereof to the alleged defaulting Party specifying the particulars of such default (**"Notice of Default"**). If the non-payment of Rent continues for 30

days after City's receipt of Notice of Default or any other alleged default continues for 60 days after a Notice of Default, or if such other default is of a nature that curing the default will take more than 60 days and the alleged defaulting Party has failed to commence to cure the default within 60 days and diligently pursue completion of such cure, then such Party shall be in "**Default**" under this Lease.

9.2 Dispute Resolution. In the event of a Default, the Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, mediation may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

9.3 Institution of Legal Actions. In the event that dispute resolution does not resolve a Default, the non-defaulting Party may file a legal action to pursue specific performance or injunctive relief. Such legal actions must be instituted in the Superior Court of the County of El Dorado, State of California, or in the Federal District Court for the Eastern District of the State of California. Neither Party shall have the right to recover any consequential, punitive or special damages.

9.4 Termination. This Lease may be terminated by mutual consent of the Parties.

## ARTICLE X
## INDEMNITY

10.1 City's Indemnity. City shall indemnify, defend, protect and hold County and its officers, employees, agents and representatives, harmless from any and all liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs ("**Claims**") to the extent arising from or in connection with (a) any condition created in or about the Property during the Term; (b) any breach, violation, or nonperformance of any term, condition, covenant, or other obligation of City under this Lease; and (c) any liens or encumbrances on the Leased Property arising out of any work performed or materials furnished by or for City.

## ARTICLE XI
## MISCELLANEOUS PROVISIONS

11.1 Holding Over. If City shall hold over the Leased Property after the expiration of the Term with the consent of County, either express or implied, such holding over shall be construed to be a tenancy from month to month subject to all the covenants, conditions and obligations contained in this Lease. City hereby agrees to continue payment of all monetary sums (such as taxes, insurance, etc.) which are the City's obligation under this Lease.

11.2 Quiet Possession. County agrees that City, upon paying the Rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Leased Property throughout the Term. County warrants to City that as of the Effective Date there are no existing tenancies on the Property.

11.3 Annual Review. The Parties shall meet at least once a year to review the status of the terms of the Leased and to ensure adequate communication and to strengthen the relationship

between the Parties. Prior to the annual meeting date, each Party shall submit to the other Party a written update on its compliance with the terms and obligations of this Lease. As part of such written update, County shall provide City with an accounting pursuant to Section 4.2 above.

11.4 Mutual Cooperation. Each Party agrees to cooperate with the other to implement the terms and conditions of this Lease and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Lease.

11.5 Notices. Any notice to be given or other document to be delivered by either Party to the other hereunder shall be in writing and delivered to either Party personally or by depositing same in the United States mail, duly certified, with postage thereon fully prepaid and addressed to the Party for whom intended, as follows:

To City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attention: Joseph D. Irvin, City Manager

To County: El Dorado County
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
Don Ashton, County Chief Administrative Officer

Either Party hereto, from time to time by written notice to the other Party, may designate a different address which shall be substituted for the one above specified. Notices shall be effective when received. Any notice or other document sent by certified mail, as aforesaid, shall be deemed received 72 hours after the mailing thereof, as above provided.

11.6 Waiver. No waiver of any breach of any of the terms, covenants, agreement, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

11.7 Binding. Subject to the restrictions set forth herein regarding assignment, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only County and City but to each of their respective heirs, administrators, executors, successors and assigns.

11.8 No Joint Venture. The relationship of the Parties hereto is that of landlord and tenant, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of City or a joint venturer with City in the conduct of City's business or otherwise.

11.9 Interpretation. The titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of the Lease.

11.10 Covenants and Conditions. Each term and each provision to be performed by City or County, as the case may be, shall be construed to be both a covenant and a condition of this Lease.

11.11 Non-liability of Officials and Employees. No member, official or employee of either Party shall be personally liable to the other Party, in the event of any Default or breach or for any amount which may become due, or on any obligations under the terms of this Lease. Each Party hereby waives and releases any claim it may have against the members, officials or employees of the other Party with respect to any Default or breach or for any amount which may become due under the terms of this Lease.

11.12 Full Knowledge of Signatories. Each Party represents and warrants to the other the following: they have carefully read this Lease, and in signing this Lease, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Lease; and, they have freely signed this Lease without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Lease.

11.13 Integration. This Lease, together with the exhibits incorporated by reference, constitutes the entire agreement between the Parties as to the ground lease of the Leased Property and there are no conditions, representations or agreements regarding the matters covered by this Lease which are not expressed herein.

11.14 Restatement. This Lease amends and restates the Original County Leases in their entirety. As of the date of execution, the Original County Leases are of no further force and effect.

11.15 Amendments. This Lease may only be amended in writing signed by the Parties.

11.16 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Lease shall be deemed executed when each Party notifies the other in writing that a counterpart has been signed by the notifying Party.

11.17 Contract Administrators. The County officer or employee with responsibility for administration of this Lease is Don Ashton, Chief Administrative Officer, or successor. The City officer or employee for responsibility for administration of this Lease is Joe Irvin, City Manager, or successor.

[signatures follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

CITY:
CITY OF SOUTH LAKE TAHOE, a municipal corporation

By: _____
Joe Irvin, City Manager

AKA JOSEPH DONALD IRVIN

COUNTY:
EL DORADO COUNTY, a political subdivision of the State of California

Signed in Counterpart

By: _____
Lori Parlin
Chair, Board of County Supervisors

APPROVED AS TO FORM:

By: _____
Heather Stroud, City Attorney

ATTEST:

By: _____
Susan Blankenship, City Clerk

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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 El Dorado )

On June 13, 2022 before me, Susan Lynn Blankenship, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Joseph Donald Irvin
*Name(s) of Signer(s)*

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.

SUSAN LYNN BLANKENSHIP
Notary Public - California
El Dorado County
Commission # 2384832
My Comm. Expires Nov 30, 2025

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 _____
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: Grant Deed
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

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IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

CITY:
CITY OF SOUTH LAKE TAHOE, a municipal corporation

Signed in Counterpart

By: _____
Joe Irvin, City Manager

COUNTY:
EL DORADO COUNTY, a political subdivision of the State of California

By: Lori Parlin
Lori Parlin
Chair, Board of County Supervisors

APPROVED AS TO FORM:

By: _____
Heather Stroud, City Attorney

ATTEST: Kim Dawson
Clerk of the Board of Supervisors

By _____
Kyle Kuperus, Deputy Clerk

ATTEST:

By: _____
Susan Blankenship, City Clerk

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.

## ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )
COUNTY OF EL DORADO )

On 10/20/22 (Date), before me, JEANETTE A. SALMON, NOTARY PUBLIC (Name And Title Of Officer (e.g. "Jane Doe, Notary Public"))

personally appeared LORI PARLIN (Name of Signer(s))

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.

JEANETTE A. SALMON
Notary Public - California
El Dorado County
Commission # 2284845
My Comm. Expires Apr 11, 2023

Jeanette A. Salmon
Signature of Notary Public

**ATTACHMENT 1**

LEGAL DESCRIPTION OF THE PROPERTY

[attached]

JN8195.001
County Pcl 1.docx
2/11/2022

**EL DORADO COUNTY PROPOSED PARCEL 1**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Beginning at the southwest corner of said Tract A, being a point situate on the Easterly Right-of-Way line of U.S. Highway 50 and from which the Southeast Corner of said Section 32 bears North 89°47'59" East a distance of 1229.41 feet;

Thence, from said **Point of Beginning**, along the aforementioned Easterly Right-of-Way line, North 00°02'00" East a distance of 756.30 feet;

Thence leaving the aforementioned Easterly Right-of-Way line of U.S. Highway 50, South 88°44'16" East, 64.30 feet to a point of curvature;

Thence easterly and northerly 146.93 feet along the arc of a 120.00 foot radius tangent curve to left through a central angle of 70°09'20";

Thence North 21°06'24" East, 188.34 feet to a point of curvature;

Thence easterly and northerly 362.28 feet along the arc of a 295.00 foot radius tangent curve to the right through a central angle of 70°21'47";

Thence South 88°31'49" East, 142.60 feet;

Thence North 0°20'03" West a distance of 30.01 feet;

Thence South 88°31'49" East a distance of 490.24 feet;

Thence North 00°20'03" West a distance of 104.62 feet;

Thence North 89°49'56' East a distance of 60.00 feet to a point situate on the Easterly line of said Section 32;

Thence along said easterly Section line, South 00°20'03" East a distance of 818.68 feet;

Thence leaving said Section line, South 89°39'57" West a distance of 30.00 feet to a point of non-tangent curvature;

Thence, southerly 378.12 feet along the arc of a 620.00 foot radius non-tangent curve to the right, from a radial line which bears North 89°39'57" East, through a central angle of 34°56'34";

Thence South 34°36'31" West a distance of 25.29 feet to a point of curvature;

Thence southerly 128.15 feet along the arc of a 380.00 foot radius tangent curve to the left through a central angle of 19°19'22" to a point on the southerly line of aforementioned Section 32;

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County Pcl 1.docx
2/11/2022

Thence leaving the aforementioned proposed Right-of-Way and continuing along said southerly line of Section 32, South 89°47'59" West a distance of 1018.68 feet to the Point of Beginning.

**EXCEPTING THEREFROM:**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 32:

Thence from said **Point of Commencement**, along the Easterly line of said Section 32, North 00°20'03" West a distance of 780.10 feet;

Thence leaving said Easterly Section Line, North 88°56'42" West a distance of 60.02 feet to a point situate on the proposed westerly Right-of-Way line of Rufus Allen Boulevard and being the True Point of Beginning:

Thence, from said **True Point of Beginning**, leaving the aforementioned proposed westerly Right-of-Way line, North 88°56'42" West a distance of 576.88 feet;

Thence South 01'36'54" West a distance of 311.27 feet;

Thence South 89°02'41" East a distance of 97.32 feet;

Thence South 00°20'03" East a distance 42.68 feet;

Thence North 88°44'16" East a distance of 486.53 feet to a point on a non-tangent curve situate on the aforementioned proposed westerly Right-of-Way line of Rufus Allen Boulevard;

Thence along the aforementioned proposed westerly Right of Way line, from a radial line which bears South 83°56'49" East, northerly 65.77 feet along the arc of a 590.00 foot radius non-tangent curve to the left through a central angle of 06°23'14";

Thence continuing along the aforementioned proposed Right of Way, North 00°20'03" West a distance of 289.90 feet to the Point of Beginning;

Containing 25.121 acres of land, more or less.

The Basis of Bearings for this description is the aforementioned Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

*See Exhibit "A-1", Plat to Accompany Description, attached hereto and made a part hereof.*

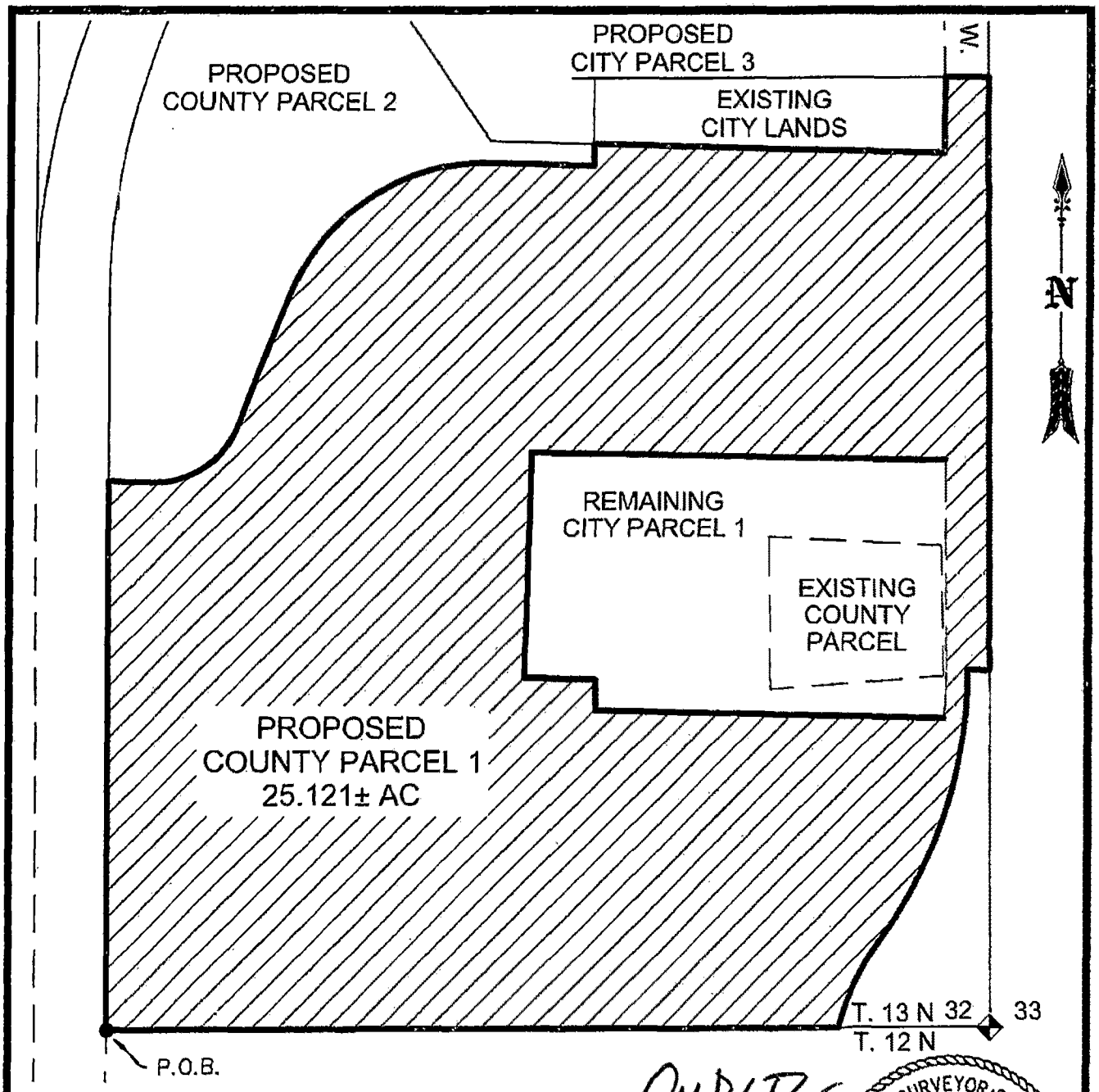
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County Pcl 1.docx
2/11/2022

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




**LEGEND**

- ● P.O.B. = POINT OF BEGINNING
- ◎ P.O.C. = POINT OF COMMENCEMENT
- ◆ SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

2/16/22

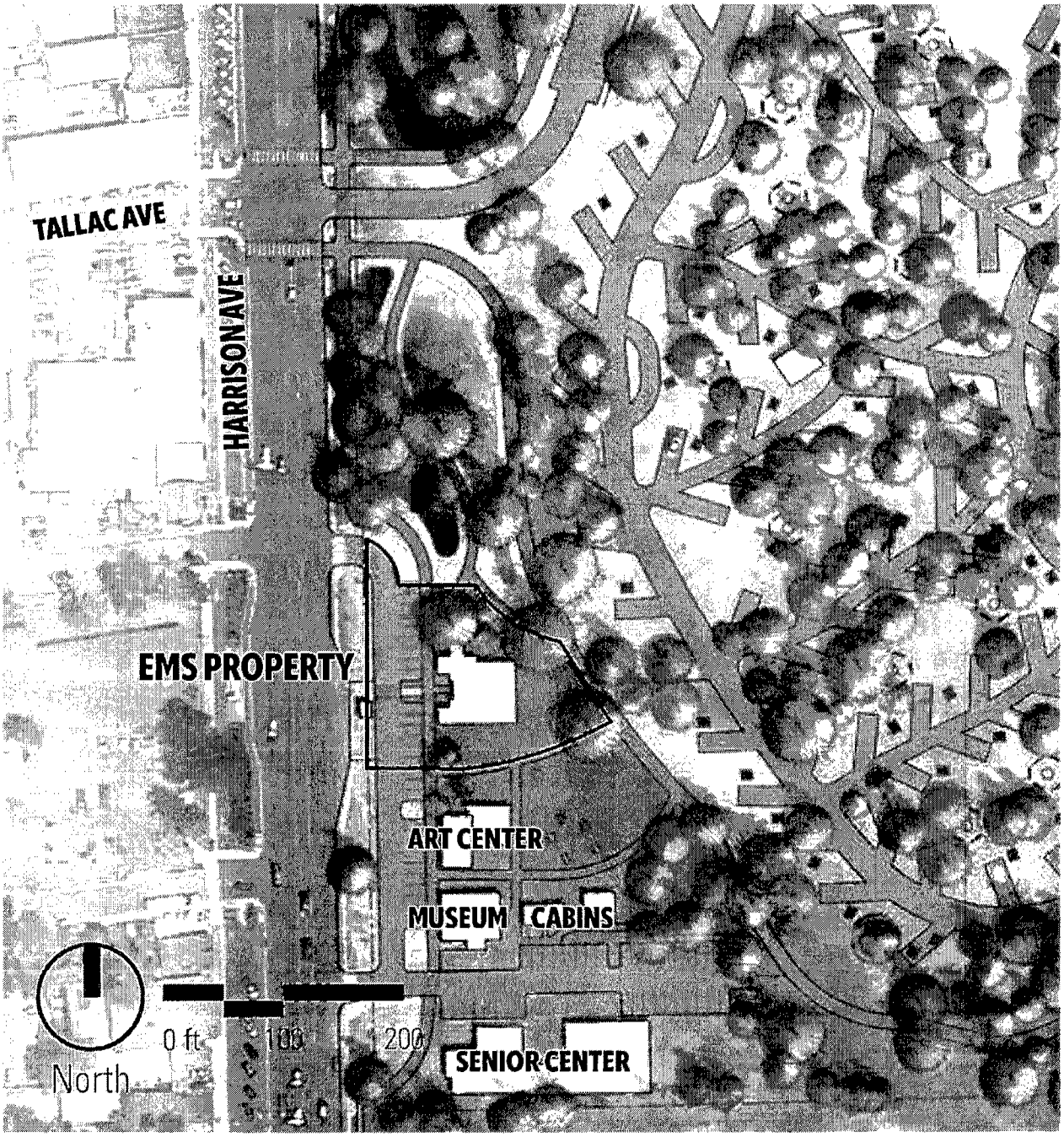
PROFESSIONAL LAND SURVEYOR · STATE OF CALIFORNIA
CARL R. C.de BACA
EXP: 12/31/22
No. 5854

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LDAR
905 Sutter Street, Suite 200
Folsom, CA 95630
Phone: (916) 366-3040 Fax: (916) 366-3303

**EXHIBIT A-1**
PLAT TO ACCOMPANY DESCRIPTION
PROPOSED EL DORADO COUNTY PARCEL 1
BEING A PORTION OF TRACT A OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | FEB 2022 |
| Scale: | 1" = 200' |
| Job No: | 8195.001 |
| Prepared by: | CRC |

Excepting from El Dorado Proposed Parcel 1 that certain property on which the California Tahoe Emergency Services Operations Authority building and parking lot are located, as depicted below (the "EMS Property"):



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County Pcl 2.docx
2/12/2022

EXHIBIT B

**EL DORADO COUNTY PROPOSED PARCEL 2**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 32:

Thence from said Point of Commencement, along the Southerly line of said Section 32, South 89°47'59" West a distance of 1229.41 feet to the Southwest Corner of said Tract A, being a point situate on the Easterly Right-of-Way line of U.S. Highway 50;

Thence, leaving said Section Line, along said Easterly Right-of-Way line, North 00°02'00" East a distance of 756.30 feet the True Point of Beginning:

Thence, from said **True Point of Beginning,** continuing along said Easterly Right-of-Way line, North 00°02'00" East a distance of 249.10 feet to a point of curvature;

Thence continuing along said Easterly Right-of-Way line, 702.23 feet along the arc of a 990.00 foot radius tangent curve to the right through a central angle of 40°38'28";

Thence leaving said Easterly Right-of-Way line, South 34°27'10" East a distance of 514.27 feet;

Thence South 88°31'49" East a distance of 141.65 feet;

Thence South 00°20'03" East a distance of 30.01 feet;

Thence North 88°31'49" West a distance of 142.60 feet to a point of curvature;

Thence westerly and southerly 362.28 feet along the arc of a 295.00 foot radius non-tangent curve to the left through a central angle of 70°21'47";

Thence South 21°06'24" West a distance of 188.34 feet to a point of curvature;

Thence westerly and southerly 146.93 feet along the arc of a 120.00 foot radius tangent curve to the right through a central angle of 70°09'20";

Thence North 88°44'16" West, 64.30 feet to the **Point of Beginning** and containing 5.602 acres of land, more or less.

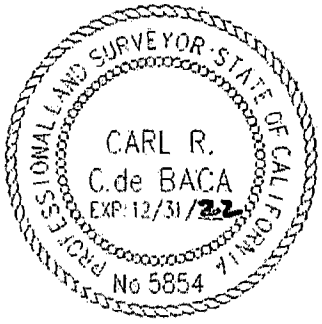
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County Pcl 2.docx
2/12/2022

The Basis of Bearings for this description is said Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

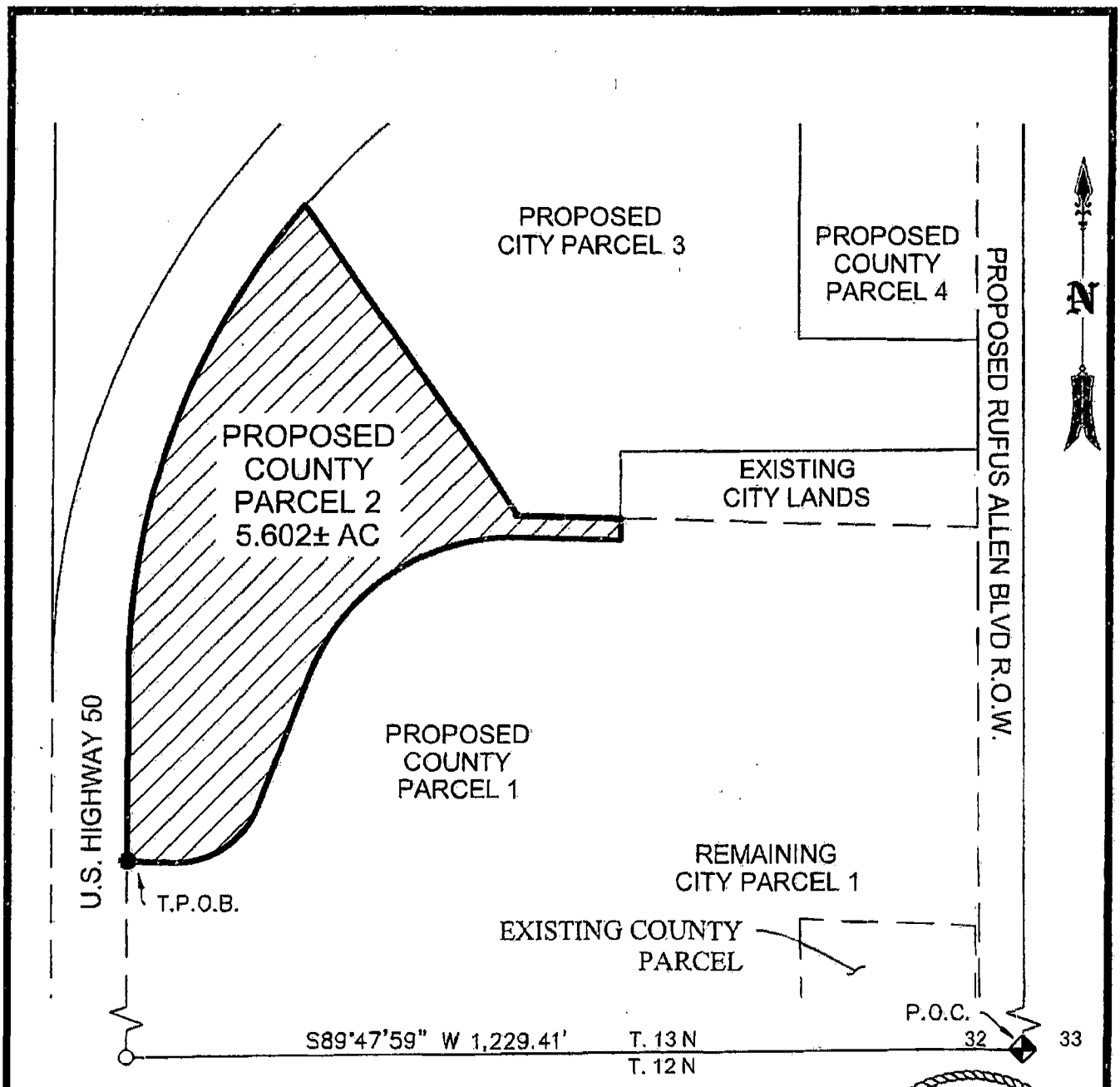
*See Exhibit "B-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




CRdeB
2/16/22

PROFESSIONAL LAND SURVEYOR STATE OF CALIFORNIA
CARL R.
C.de BACA
EXP:12/31/22
No.5854

**LEGEND**

- T.P.O.B. = TRUE POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "B", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street, Suite 200
Folsom, CA 95630
Phone (916) 366-3040 Fax (916) 366-3303

**EXHIBIT B-1**
PLAT TO ACCOMPANY DESCRIPTION
PROPOSED EL DORADO COUNTY PARCEL 2
BEING A PORTION OF TRACT A OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | JAN 2022 |
| Scale: | 1" = 200' |
| Job No: | 8195.001 |
| Prepared by: | TMS / DB |

JN8195.001
County Pcl 3.docx
1/7/2022

EXHIBIT C

**EL DORADO COUNTY REMAINING PARCEL 2**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract B as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

All that portion of said Tract B lying north of the northerly Right-of-Way line of U.S. Highway 50 and containing 4.75 acres of land, more or less.

The Basis of Bearings for this description is the aforementioned Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

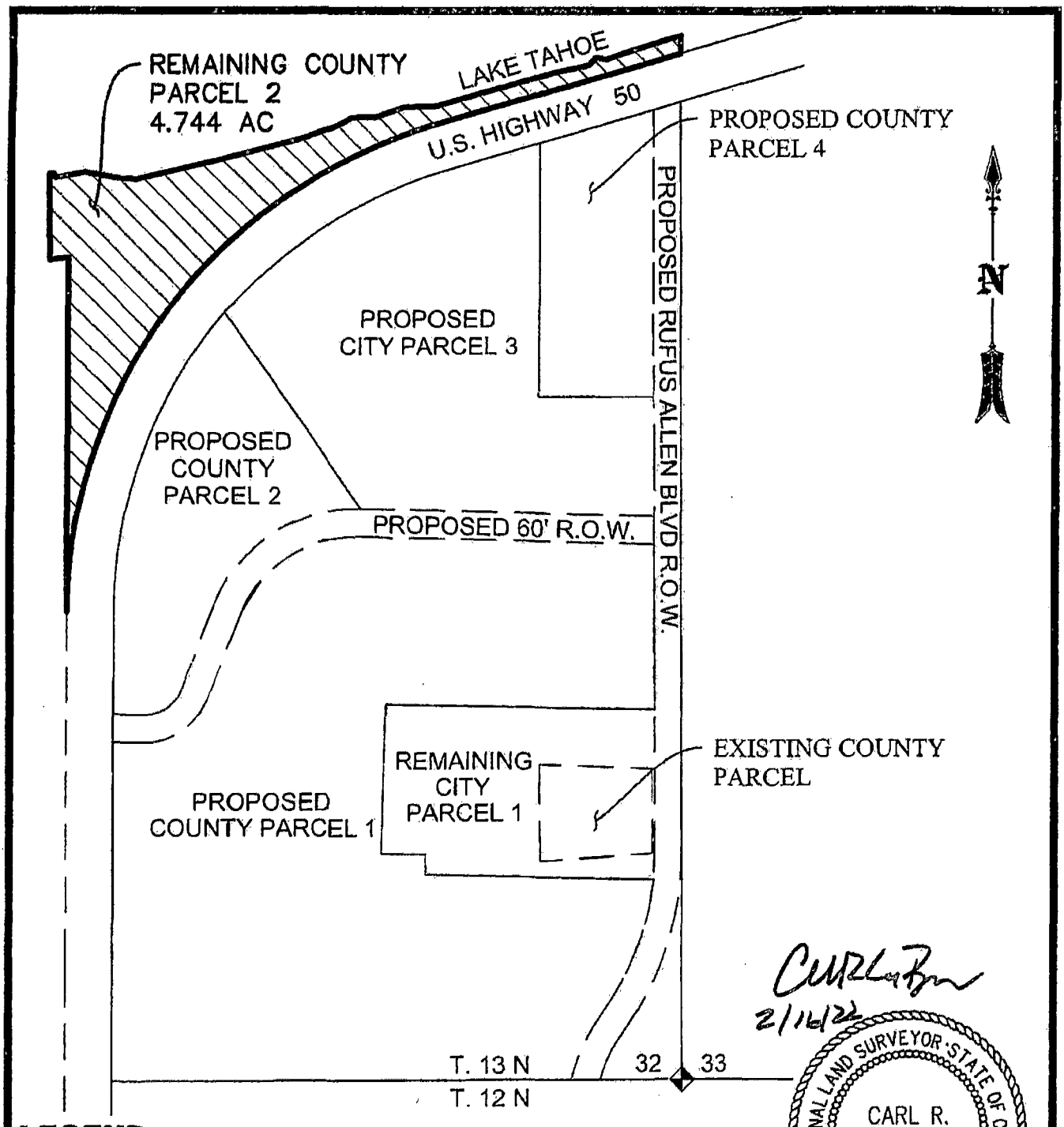
*See Exhibit "C-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




2/16/22

PROFESSIONAL LAND SURVEYOR · STATE OF CALIFORNIA
CARL R.
C.de BACA
EXP: 12/31/22
No. 5854

**LEGEND**

- ● P.O.B. = POINT OF BEGINNING
- ◎ P.O.C. = POINT OF COMMENCEMENT
- ◆ SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "C", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street Suite 200
Folsom, CA 95630
Phone: (916) 366-3040 Fax: (916) 366-3303

**EXHIBIT C-1**
PLAT TO ACCOMPANY DESCRIPTION
REMAINING EL DORADO COUNTY PARCEL 2
BEING TRACT B OF 16 S 30
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY CALIFORNIA

| | |
|---|---|
| Date: | JAN 2022 |
| Scale: | 1" = 300' |
| Job No: | 8195.001 |
| Prepared by: | CRC |

JN8195.001
County Pcl 5.docx
2/10/2022

EXHIBIT E

**EL DORADO COUNTY PROPOSED PARCEL 5**
**PROPERTY DESCRIPTION**

All that certain real property situate in Lot 1 of Section 32, Township 13 North, Range 18 East, Mount Diablo Meridian, County of El Dorado, City of South Lake Tahoe, State of California, and being a portion of Tract A as said Tract shown and delineated on that certain Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder and being more particularly described as follows:

Beginning at the Southeast Corner of said Section 32:

Thence from said **Point of Beginning**, along the Southerly line of said Section 32, South 89°47'59" West a distance of 210.73 feet to a point of intersection with a non-tangent curve;

Thence leaving said Section line, northerly 128.15 feet along the arc of a 380.00 foot radius non-tangent curve to the right, from a radial line which bears North 74°42'50" West, through a central angle of 19°19'22";

Thence North 34°36'31" East a distance of 25.29 feet to a point of curvature;

Thence northerly 378.12 feet along the arc of a 620.00 foot radius tangent curve to the left through a central angle of 34°56'34";

Thence North 89°39'57" East a distance of 30.00 feet to a point situate on the Easterly line of said Section 32;
Thence along said Easterly Section Line, South 0 20'03" East a distance of 491.66 feet to the **Point of Beginning** and containing 1.105 acres of land, more or less.

The Basis of Bearings for this description is said Record of Survey filed for record on November 16, 1988 in Book 16 of Records of Surveys at Page 30 in the office of the El Dorado County Recorder.

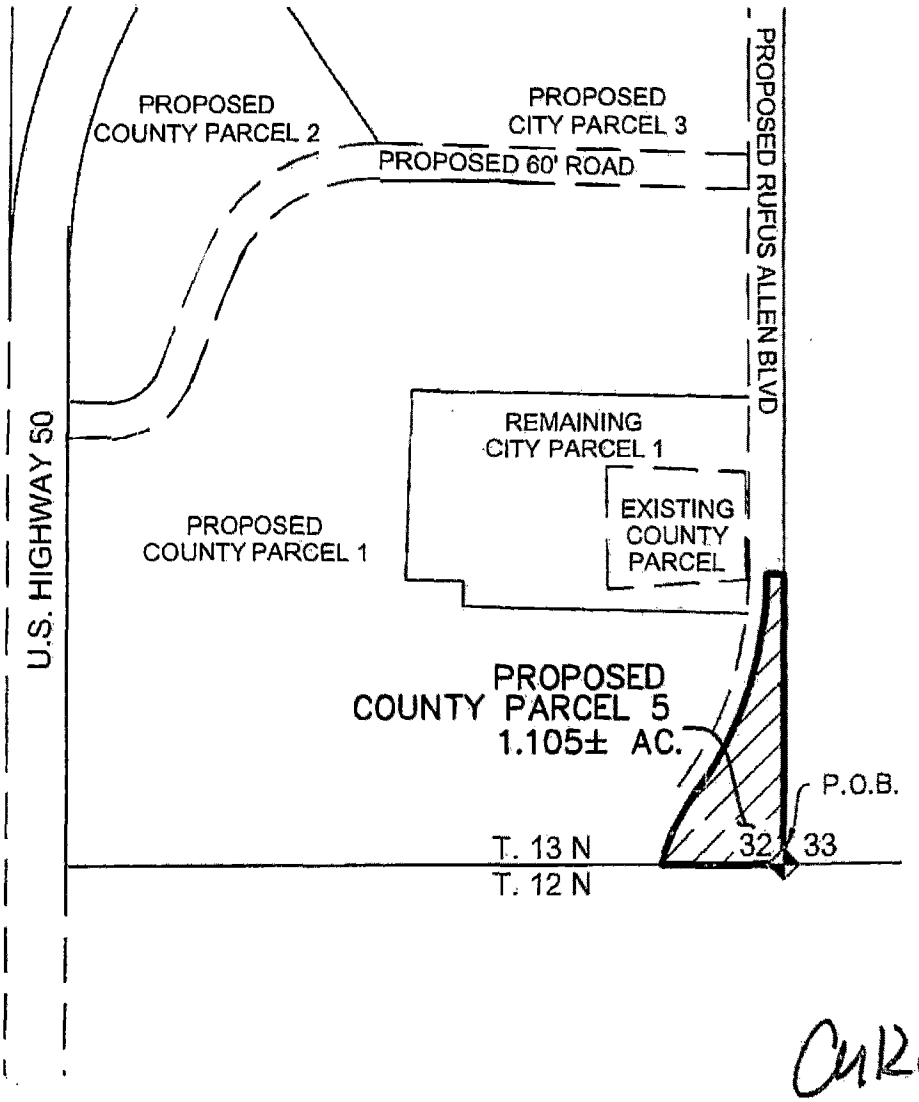
*See Exhibit "E-1", Plat to Accompany Description, attached hereto and made a part hereof.*

Carl R. C.de Baca PLS 5854

2/16/22
Date




Prepared by
R.E.Y. Engineers, Inc
905 Sutter Street #200
Folsom, CA 95630
916·850·8812




2/16/22

CARL R. C.de BACA EXP:12/31/22 PROFESSIONAL LAND SURVEYOR STATE OF CALIFORNIA No.5854

**LEGEND**

- P.O.B. = POINT OF BEGINNING
- SECTION CORNER

NOTE:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC INFORMATION, SEE EXHIBIT "E", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

| | | |
|---|---|---|
| R.E.Y. ENGINEERS, INC.<br>Civil Engineers \| Land Surveyors \| LIDAR<br>905 Sutter Street, Suite 200<br>Folsom, CA 95630<br>Phone: (916) 366-3040 Fax (916) 366-3303 | EXHIBIT E-1<br>PLAT TO ACCOMPANY DESCRIPTION<br>PROPOSED EL DORADO COUNTY PARCEL 5<br>BEING A PORTION OF TRACT A OF 16 S 30<br>CITY OF SOUTH LAKE TAHOE<br>EL DORADO COUNTY CALIFORNIA | Date: FEB 2022<br>Scale: 1" = 300'<br>Job No: 8196.001<br>Prepared by: CRC |

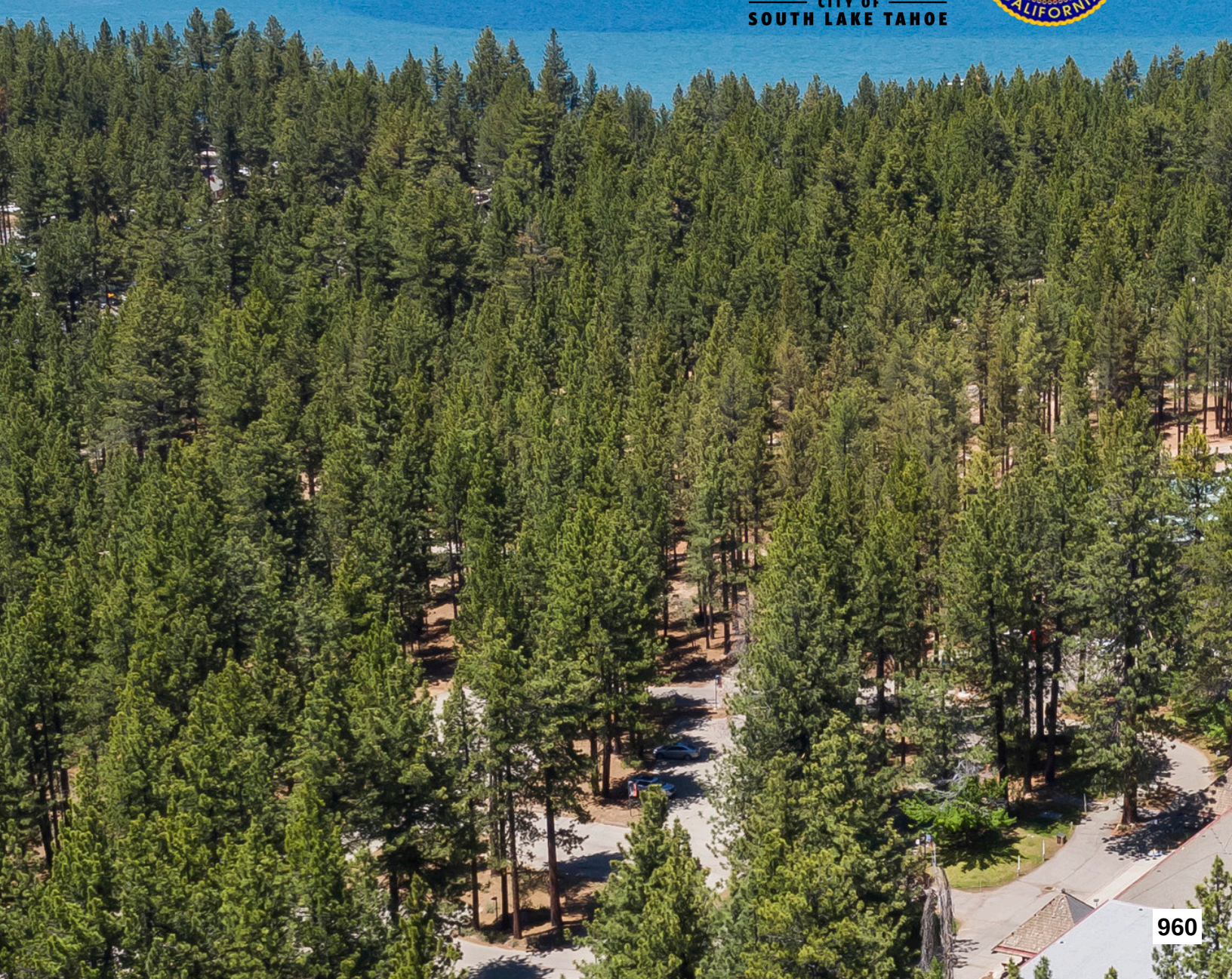
# 56

# ENVISION 56 ACRES MASTER PLAN

January, 2022

CITY OF SOUTH LAKE TAHOE

EL DORADO COUNTY CALIFORNIA





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EL DORADO COUNTY FAIR
SPEED LIMIT 40

# Introduction: Envisioning 56 Acres

The 56 Acres Master Plan, a collaboration between the City of South Lake Tahoe and El Dorado County, aims to create a signature park in the heart of South Lake Tahoe. The Plan will build upon the success of Lakeview Commons and over a decade of site-oriented community, public, and stakeholder engagement. The project goals are aimed at residents and visitors alike. They focus on recreational and civic needs, the creation of meaningful world-class facilities and public open space, environmental stainability, cultural preservation, water quality, traffic mitigation, aesthetic improvements, and habitat preservation.

# ACKNOWLEDGEMENTS

The 56 Acres Master Plan is funded by a grant from the California Tahoe Conservancy and is a collaborative effort between the two land owners, the City of South Lake Tahoe and El Dorado County. The consultant team was lead by Design Workshop. Key Stakeholders were included throughout the process to provide feedback on the master plan.

## City of South Lake Tahoe

## El Dorado County

## Consultant Team

Design Workshop, Inc.

Ascent Environmental

Cardno

Noll & Tam Architects

LSC Transportation Consultants

## Key Stakeholders

California Tahoe Conservancy

El Dorado County Commission on Aging

El Dorado County Library, South Lake Tahoe Branch

El Dorado County Parks and Recreation Commission

Lake Tahoe Historical Society

Tahoe Art League

City of South Lake Tahoe Parks and Recreation Commission



Rufus Allen Boulevard with the existing Recreation Center in the foreground.

# MISSION, VISION, AND OBJECTIVES

## Mission

The master plan encompasses the public and stakeholder groups' vision for recreation, community, and government uses on the 56 Acres site. The plan is approvable, implementable, and identifies phases with the Multi-generational Aquatics and Recreation Center project as the first phase to be built.

**Project Challenges:** The 56 Acres project site has many of the characteristics of a town center including a central location and community driven site program. However, the area has been challenged by decades of under investment and ownership constraints. This plan addresses how to create a recreation and government center for South Lake Tahoe while recognizing past land use obligations and ownership along with constraints imposed by permitting and funding.

## Vision

For over 40 years the site referred to 56 Acres has provided a wide range of activities and created fond memories for residents and visitors from all over the world. The location in the center of the City of South Lake Tahoe, adjacency to Lakeview Commons Beach, the existing recreation and overnight camping accommodations on site, the proximity to other recreation and educational facilities and convenient shopping and dining within walking distance makes the site a community hub and a basecamp for many visitors. Working closely with the City, stakeholders and the public, the project team utilized knowledge, creativity, and experience to provide a master plan that will elevate the recreation and community experience. The master plan embraces the natural beauty of the site, creates a framework for short and long-term environmental enhancements, identifies opportunities for on-site revenue generation for on-going maintenance and future improvements.

## Objectives

### Critical Success Factors

- Robust public engagement process
- Coordination and collaboration with the Recreation Center project to ensure it is implemented as the first project identified in the MP
- Provide guidance on the preferred location of the Recreation Center early in the process
- Coordinate with the area plan amendment to make sure the elements of the MP can be built
- Coordinate the MP with other planning projects within the area such as Alta Mira, Conolley Beach, ballfields, Bijou Park MP, and Regan Beach
- Think broadly and collaboratively about partnerships
- Environmental improvements
- Revenue generating (recreation center, camping/ overnight - increase, concessionaire, special events, reservable spaces)
- Safe crossings, release valve for Lakeview Commons
- Address parking and traffic issues – improve Highway 50 entries, internal connectivity
- Work collaboratively with City and County staff
- Utilize existing resources and previous work to reduce overall timeline and budget
- Compliance with CEQA analysis of potential impacts to vehicle miles traveled consistent with SB 743
- Quality control methods in place to ensure deliverables are complete, accurate, and appropriately edited
- Encourage non-motorized access to the site
- Outline how to fund and implement future phases of work beyond recreation center



# Project History

For over 40 years, 56 Acres has created lasting memories for residents and visitors from all over the world. The location in the center of the City of South Lake Tahoe, as well as its adjacency to Lakeview Commons Beach and its proximity to other recreation and educational facilities, makes the site a community hub and a basecamp.

# CONTEXT & PROJECT EVOLUTION

## What Is The 56 Acres Project?

The 56 Acres project is a collaboration between the City of South Lake Tahoe and El Dorado County, with support from the California Tahoe Conservancy to create a signature recreation and civic space in the heart of South Lake Tahoe. The property contains some of the largest remaining public open spaces within the city limits. It hosts a variety of existing features, including various recreational facilities, a campground, a museum, highway frontage, and a scenic lakefront park.

The 56 Acres project sits in the center of the City of South Lake Tahoe at the juncture where U.S. Highway 50 meets the shores of Lake Tahoe. The location of the project provides an important gateway to vehicles approaching the city from the west. The property contains some of the largest remaining public open space within the city limits. It hosts a variety of existing features including various recreational facilities, museum, highway frontage, and a scenic lakefront park that drops off steeply leading to the beaches of Lake Tahoe. Just to the west of the project site is the Harrison Avenue commercial district, which was improved by a streetscape project in 2015.

### Project Background

For over 40 years the site referred to 56 Acres has provided a wide range of activities and created fond memories for residents and visitors from all over the world. The location in the center of the City of South Lake Tahoe, adjacency to Lakeview Commons Beach, the existing recreation and overnight accommodations on site, the proximity to other recreation and educational facilities and convenient shopping within walking distance makes the site a community hub and a basecamp for many visitors.

### 2007 to Present

The master planning process builds on previous planning efforts including the 2014 Recreation Master Plan, and the master planning efforts for the 56 Acres which began in 2006 when the California Tahoe Conservancy, in partnership with the City and El Dorado County, funded the development of a concept plan for the area. The process resulted in an in-depth analysis of existing environmental, historical, and cultural conditions in the project area and several alternatives for future uses and development. Although the conceptual planning was never finalized, the process was the impetus to begin improvements to the site, which resulted in the construction of Lakeview Commons, a popular lakefront park with sweeping views of Lake Tahoe and The Sierra.




**Figure 1:** Project Timeline

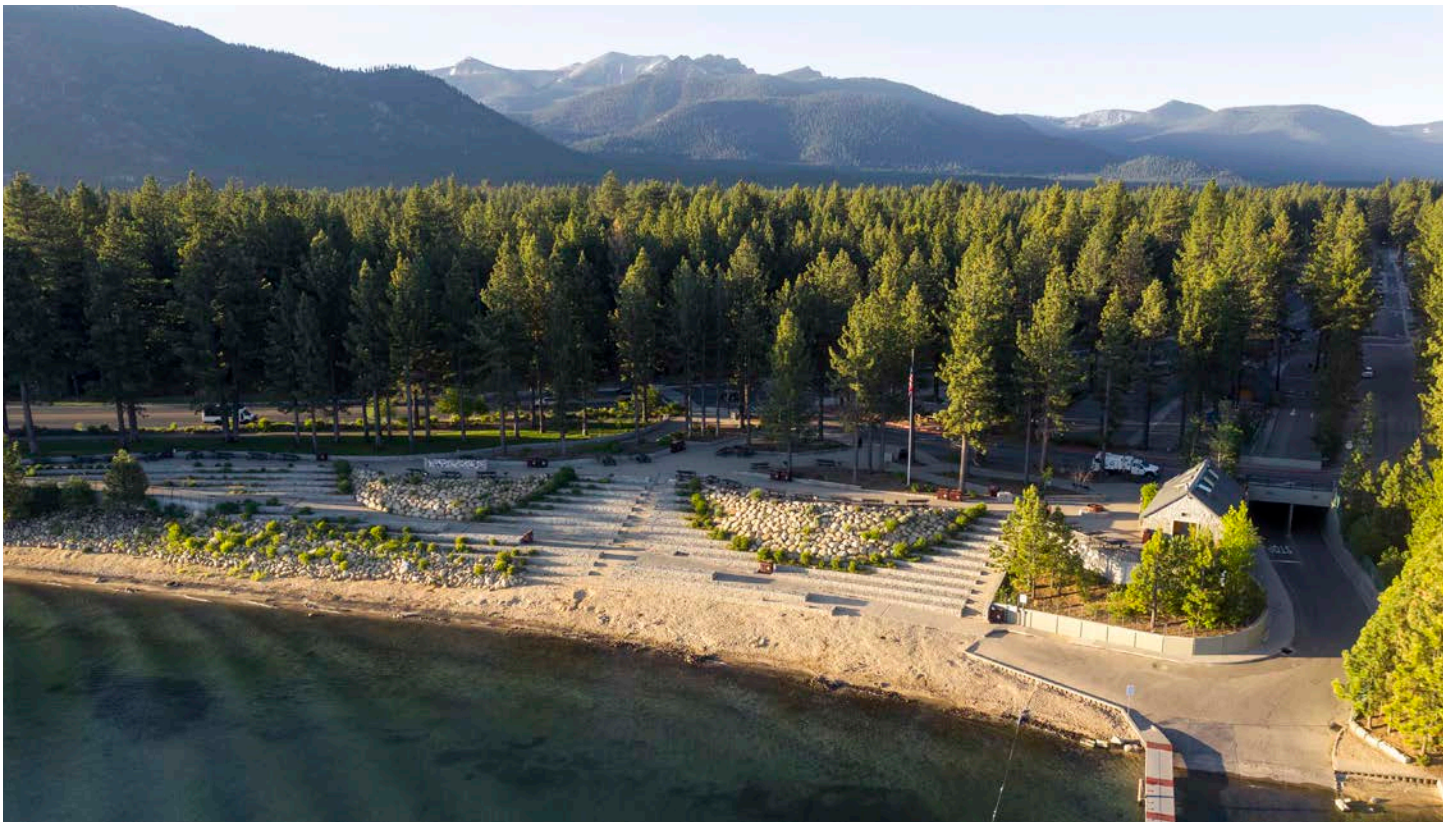
# REVIEW OF EXISTING DOCUMENTS & STUDIES

## Existing Documents and Studies

### 2007 56 Acres Master Plan

There are three main themes of the 2007 plan: Connections, identity and access. Connections include considering site to surrounding recreation opportunities, access includes building better relationships/access between site amenities and identity includes developing the site as civic center with the local community as the primary driver. Key takeaways include:

- Public Engagement Outcome Steering Committee #1
  - » Dot game identifying liked and disliked parts of the site, participants did not like the city yard and vector control area.
  - » Precedent exercise was used to identify potential program elements the most popular items were: rustic amphitheaters, performing arts building, a boathouse, campfire with yurts, creative camp amenities, adventure play, forest plaza for community events, outdoor movies, interpretive stormwater management, and trails
  - » Post note issue identification most common answers: Access across Highway 50, improved trails, non-motorized boat facilities, renovations to senior center, renovations to library, renovations to campground.
  - » Steering Committee survey determined that users often commuted there by car, lived between 2-10 miles away and use the site semi regularly
- Focus groups were held and used the same exercises, listed are the different groups and the items they wanted to most:
  - » Beach Users: Improved concessions, restrooms, non-motorized rentals
  - » Harrison Avenue merchants: more parking, improved access across Highway 50
  - » Campground Staff: more RV accommodation, additional group gathering, improved facilities (trash cans, hook ups), year-round options such as yurts
  - » Library Staff: more space, additional rooms for small and large gatherings, outdoor rooms, larger collections, updated computer facilities
  - » Senior Center Staff: increased staff, safer access through 56 Acres and public transit, more multi-purpose spaces, improved dining facilities
  - » Recreation Center Staff: larger gyms, more multi-purpose spaces, cardio equipment, improved



Boat Ramp at El Dorado Beach and Lakeview Commons

admin offices, an indoor play area for young children, improved outdoor areas

- » Adjacent neighbors: did not participate
- » Visitor's Center Staff: Larger new facility, better connection to rest of site, improved restrooms, add retail space, maintain parking
- » Boaters: dredge the channel, add break water, non-motorized boat storage
- » Museum/Historical Society Staff: move locations or combine collection, upgrade and expand facilities
- » Arts Center Staff & Users: dedicated art building with outdoor and indoor spaces, room for studio spaces, larger meeting spaces

### 2030 South Lake Tahoe General Plan

*Key recommendations from the 2030 Plan include:*

- Land Use
  - » Recreation land use surrounded by low density residential, town center and special uses (schools)
  - » Development intensity
    - » 1-8 campground sites per acre
    - » 1-25 group facilities per acre
    - » 30% maximum land coverage
  - » Bijou/ Al Tahoe Community Area Plan, encourage the creation a neighborhood with family orientated recreation and public facilities including government offices
- Community Character
  - » Mountain Architecture theme, pitched roofs, natural colors and materials
  - » Native Plant Use
  - » Minimize visual impact of parking
  - » Strategically placed pedestrian scaled lighting
  - » New projects will protect and enhance scenic quality
  - » Scenic Corridors: The City will work with Caltrans to improve facades and landscaping along Highway 50
  - » Updated Wayfinding System fitting into Tahoe style with more detailed distance and timing information
  - » Improved pedestrian network, new developments should connect to existing networks.
  - » Art in public places, the City will promote art in public places
  - » Sustainable Development: Native and drought tolerant landscaping for new and existing development
  - » Environmental Justice: The City will promote quality of public spaces that offer opportunities for people of varying backgrounds and demographics
- Economic Vision
  - » To promote economic growth and diversification
  - » Year-Round Community: provide economic incentives that increase year-round activity
  - » Expand Events and Entertainment Opportunities: The City shall encourage sponsors to host events at public facilities especially during off seasons (Fall/Spring)
  - » Support Natural Capital: enhance outdoor recreation opportunities
  - » Support Social Capital: Improve education opportunities
  - » Create a Sense of Place: Through local business and district character
  - » Regularly Scheduled Street Fair: Possibly along Ski Run or Lakeview Commons; such as a farmers market, street vendors, live music and special events

### 2014 Parks and Recreation Plan

The City and County want to improve existing recreation facilities through their continued partnership and relationships with other governing bodies. Goals in this plan address the need for varied recreation opportunities, year-round activities, improvements to revenue generating facilities for both residents and visitors. Improve recreation sites that showcase the world class landscape of Lake Tahoe and bring environmental and economic vitality to the city. Key takeaways include:

- Regional Coordination and Collaboration – maximize south shore goals of recreation and economic benefits through partnerships with surrounding governing bodies
- Park & Facility Maintenance, Renovation, and Improvements – Renovate existing facilities to enhance safety, accessibility, and protect revenue generating resources long term
- New Park, Facility, and Trail Development – build new recreation facilities to provide an interconnected and attractive recreation system that supports south shore as a destination for outdoor recreation and tourism.
- Recreation Activities, Programs and Events – Activate recreation facilities with events, programs, and self-directed opportunities to promote quality of life for residents and promote economic development

- Operations and Management – Ensure staffing and resource needs are met to make strategic plans for recreation facilities

### Active Transportation Plan

The Active Transportation Plan (ATP) presents a guide for planning, designing, constructing, and maintaining a regional active transportation network that includes innovative infrastructure, support facilities, and awareness programs. The infrastructure network includes on-street bicycle facilities such as bike lanes, bike routes, and intersection designs that promote safety and convenient travel for bicycling and walking and off-street shared-use paths and sidewalks. The ATP outlines goals, policies, and actions that support implementation of high priority projects and guides long-term planning. To support this process, the plan includes analysis of current conditions, provides data for future projects, and outlines levels of project priority. Key takeaways include:

- Use the complete streets framework to promote safer bicycle and pedestrian travel
- Connectivity between origin and destination are essential in user decision making process if a safe route in not available potential users will choose a vehicle instead



Public programs in the existing Recreation Center

- Improvements to the multi-modal transportation network create a more equitable transportation system, for people who cannot afford a car and those who do not have ability to drive a car
- Pedestrian and cyclist focused transportation improves local economies
- Protect the environment through a comprehensive multi-modal transportation system
- Use the American Bicyclist 5 E's to change community attitudes toward active transportation. This framework strives to educate and create safe opportunities for pedestrians and cyclists.
    - » Engineering – altering roadways in favor of pedestrian and cyclists
    - » Education – increase community awareness about active transportation
    - » Enforcement – reminding roadway users of the rules of the road to encourage safety between users
    - » Encouragement – community events and initiatives that promote active transportation
    - » Evaluation- studying how effective the active transportation system is and what the user group looks like; their methods of transportation and how frequently they use that form of transportation

### Regional Transportation Plan

The Regional Transportation Plan was created as transportation plan to meet needs of locals and visitors. This plan encompasses seasonal, daily, and regional uses. Various corridors around the lake have been identified with the specific transportation needs for that area. Non-auto transport and public transportation were the primary focus, these transportation methods will decrease congestion, improve water and air quality, improve safety, and create an equitable transportation system for priority communities. Key takeaways included:

- Environment – Protect and enhance environment
- Connectivity – enhance Tahoe transportation system between modes, communities, and surrounding regions
- Safety – increase safety for all users
- Economic Vitality – enable a diverse workforce, sustainable environment, and quality experiences for residents and visitors
- Operations Management – provide efficient transportation through coordinated operations and targeted investments
- System Preservation – preserve transportation system to support climate resiliency

# Current Planning Efforts

### Bijou Area Plan 1995/In-Process Plan

The community plan is a joint effort between the Tahoe Regional Planning Agency (TRPA), the City of South Lake Tahoe, and the Bijou/Tahoe Community Plan (CP) Team. The CP area extends from Fairway Avenue along Highway 50, just west of Al Tahoe Boulevard as well as the property between Johnson Boulevard and Highway 50. Fundamental to the CP is the conviction that the Bijou/Al Tahoe area should serve as a family-oriented space and recreation center as well as the Town Center for the neighboring community. Key takeaways include:

- The Community Plan serves as a guide for the enhancement of the Bijou/Al Tahoe area as a regional commercial node and tourist area.
- Given the scenic and central location of the Bijou/Al Tahoe area, it is one of the most popular destinations within the Lake Tahoe Basin. This has contributed to environmental, economic, visual and transportation challenges as a rising tourist destination.
- The Community Plan proposed to rectify some of the growing challenges by supporting and encouraging the removal, reconfiguration or relocation of development within the Bijou/Al Tahoe area.
- A series of goals for the Bijou/Al Tahoe area were adopted within the Community Plan
    - » Create a village like atmosphere in the Bijou/Al Tahoe area and establish buffers between the four districts
    - » Maintain a balance between economic health and the environment
    - » Improve traffic circulation and parking. Reduce dependency on the automobile and improve the movement of people, goods and services within the Plan Area.
    - » Ensure that physical development is consistent with the environment and ecology of the area.
    - » Public services and facilities in a specific area.
    - » Preserve high quality family oriented recreational experience of the Bijou/Al Tahoe area.



Community programs are offered at the existing senior center.

### Bijou Area Plan Amendment

Underway

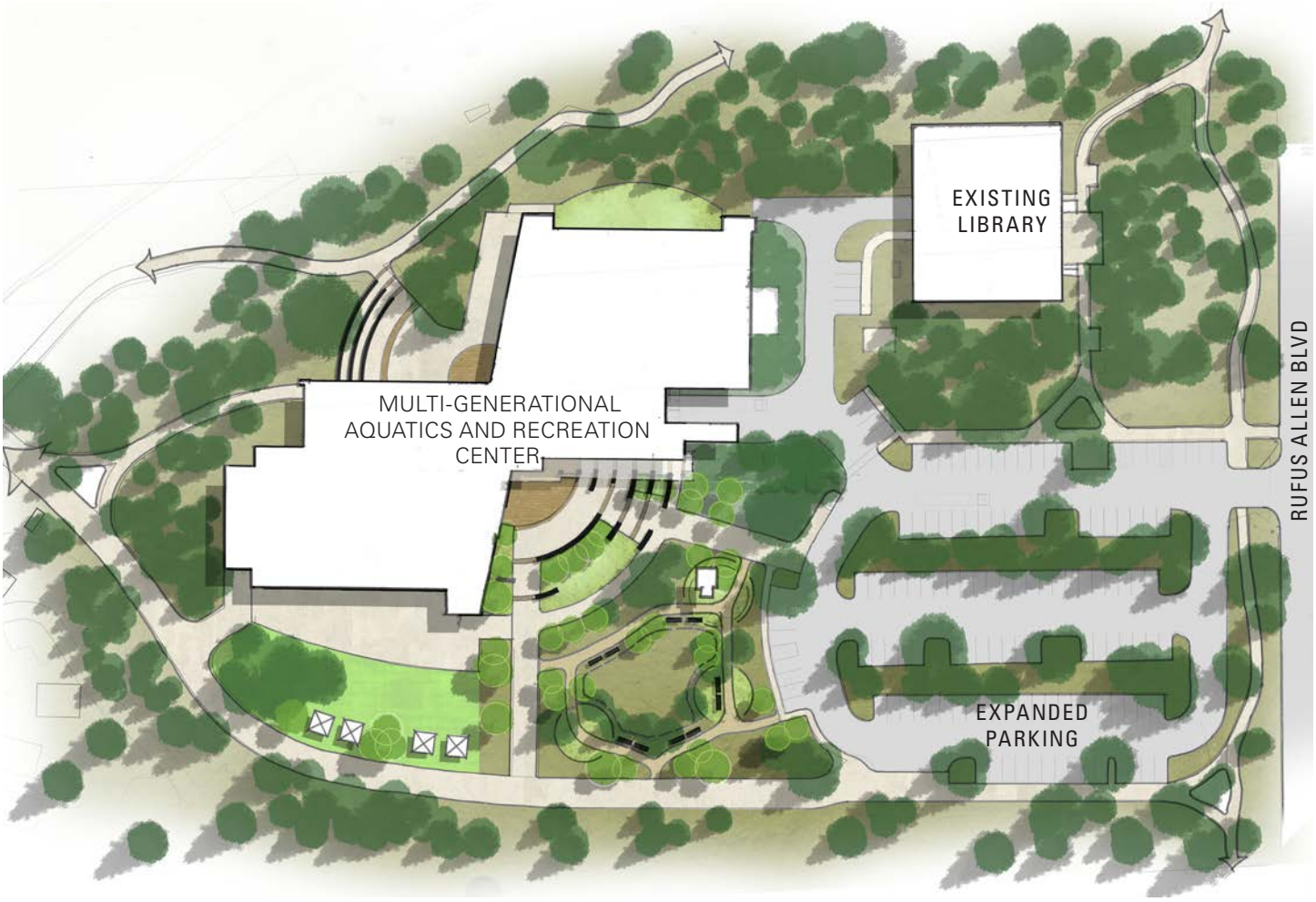
### South Lake Tahoe Recreation and Swim Complex

The existing South Lake Tahoe Recreation and Swim Complex sits on City land at what is known as the 56 Acres site. The site is comprised of four parcels totaling 56.35 acres. The County of El Dorado owns 73% of the project site, while the City owns 27%. In 1973, a grant deed was executed by both agencies stating the "property should be used exclusively for public park, recreation, cultural and visitor information purposes. The City of South Lake Tahoe desires to construct the new recreation center in a different location on the 56 Acres site - providing a continuation of current recreation center.

Built in 1971, the South Lake Tahoe Recreation and Swim Complex has never had a major renovation and many building systems and components are reaching the end of their usable life. The facility is inadequate for the current and future needs and demands of the City's recreation programs.

The project is the planning and design of a new community center to include:

- Aquatics
- Fitness
- Gymnasium
- Running track
- Senior center
- Meeting, multi-purpose, and classroom space




Schematic site plan of the new Multi-generational Aquatics and Recreation Center

## How does the Multi-generational Aquatics and Recreation Center relate to the 56 Acres Master Plan?

The Multi-generational Aquatics and Recreation Center project focuses on the programming, design, and construction of the new recreation, aquatics, and senior center building. The new building will be located along Lake Tahoe Boulevard with views of the lake. The 56 Acres Master Plan project has been coordinated with the Multi-generational Aquatics and Recreation Center project for the building location and also provides recommendations for trails, recreation and civic uses for the entire project area.



# Existing Conditions

56 Acres is bordered on the north by Lake Tahoe, on the east by Rufus Allen Boulevard, and on the south by a residential neighborhood. These connections create an interconnected trail network that allows visitors and residents alike to access the numerous beaches, recreation areas, and public amenities all located under a mile from the project area.

# DEMOGRAPHIC PROFILE

## Population Growth

### 2020 South Lake Tahoe Population: 23,145

The population in South Lake Tahoe is projected to increase at a rate of 0.7% between 2020 and 2025. By comparison California has a population growth rate of 0.55% and the nation has a growth rate of 0.72%.

In 2020 the City also had a daytime population 6% larger than the total population.

## Ethnic Makeup

### 2020 South Lake Tahoe Diversity Index: 72.1

South Lake Tahoe ranks 72.1 on the diversity index, which summarizes an area's racial and ethnic diversity. By comparison the state of California ranks at 83 and the national diversity index is 65.

32.8% of City residents are of Hispanic/Latino origin. 70.3% of residents are White only.

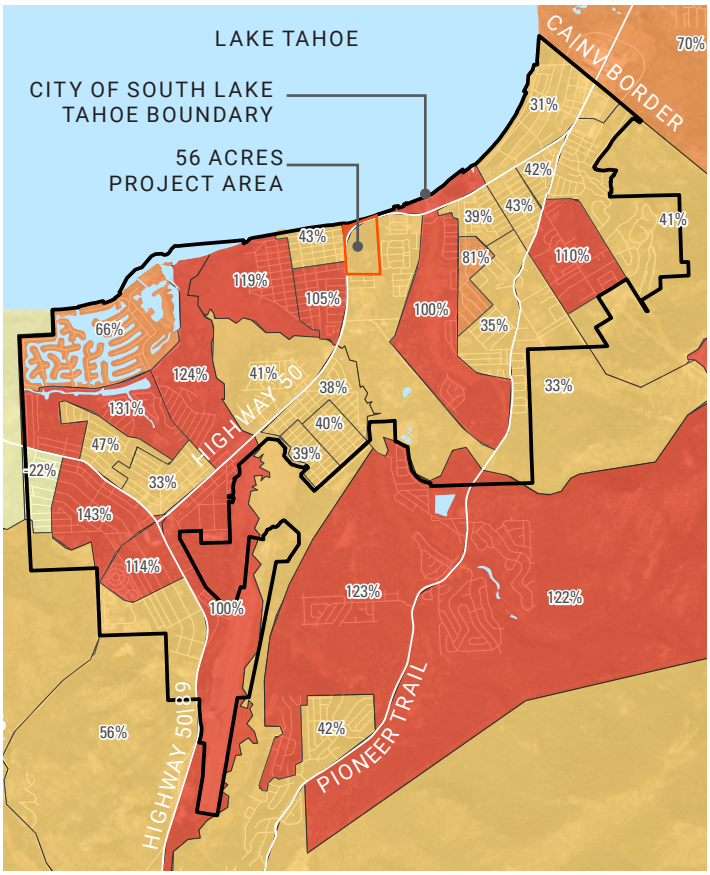



**Figure 2:** 2020-2025 Population Growth Rate by Block Group
*Source: ESRI*

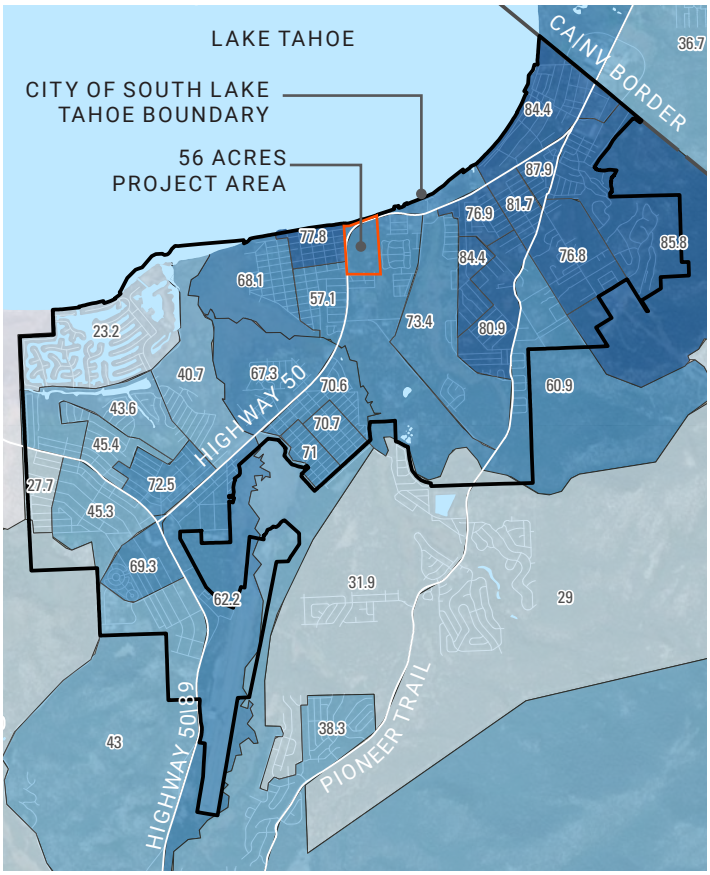



**Figure 3:** 2020 Diversity Index by Block Group
*Source: ESRI. Note: Diversity index shows the likelihood that two persons, chosen at random from the same area, belong to different race or ethnic groups. The index ranges from 0 (no diversity) to 100 (complete diversity).*

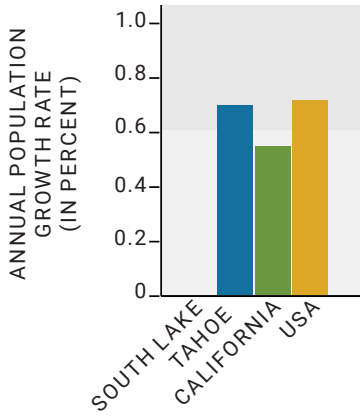



**Figure 4:** South Lake Tahoe 2020 Population Growth Rate

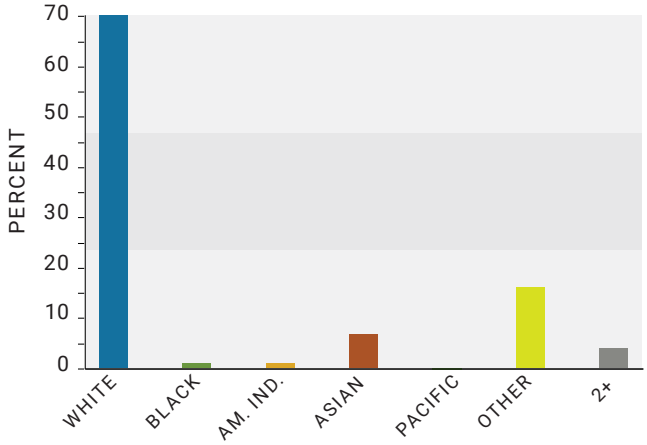



**Figure 5:** South Lake Tahoe 2020 Population by Race

## Age

### 2020 South Lake Tahoe Median Age: 37.3

The median age in the City of South Lake Tahoe is slowly increasing – the median age was 35.6 in 2010; 37.3 in 2020; and is projected to be 38.0 in 2025. Overall 80.9% of the City's population is age 18 or above.

## Household Income

### 2020 South Lake Tahoe Median Household Income: $52,517

South Lake Tahoe has a total of 9,622 households in 2020 with an average size of 2.37 people. Median household income is projected to increase to $56,429 in 2025. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

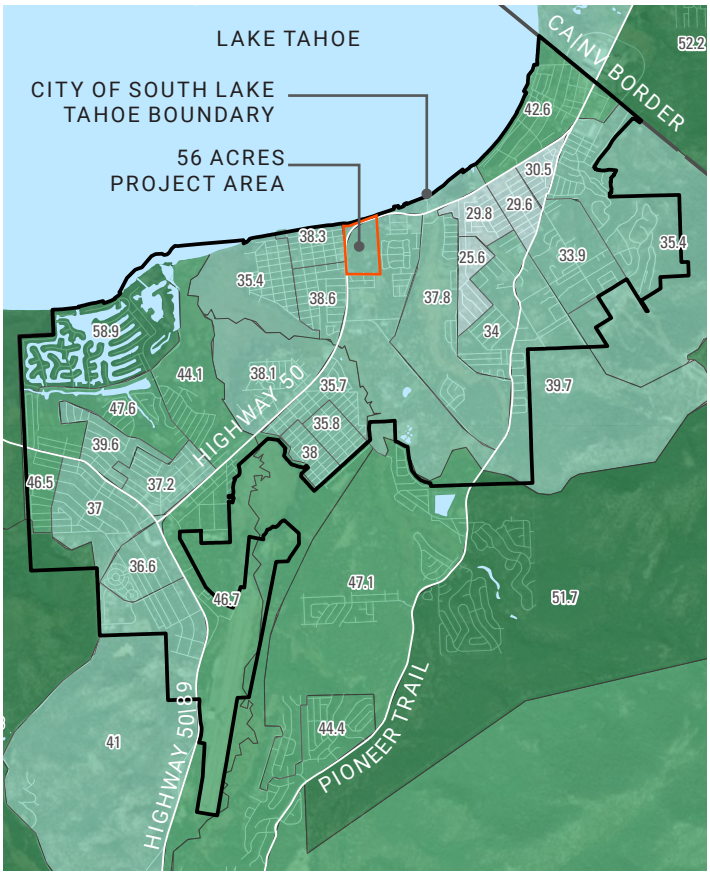



**Figure 6:** 2020 Median Age by Block Group
*Source: ESRI*

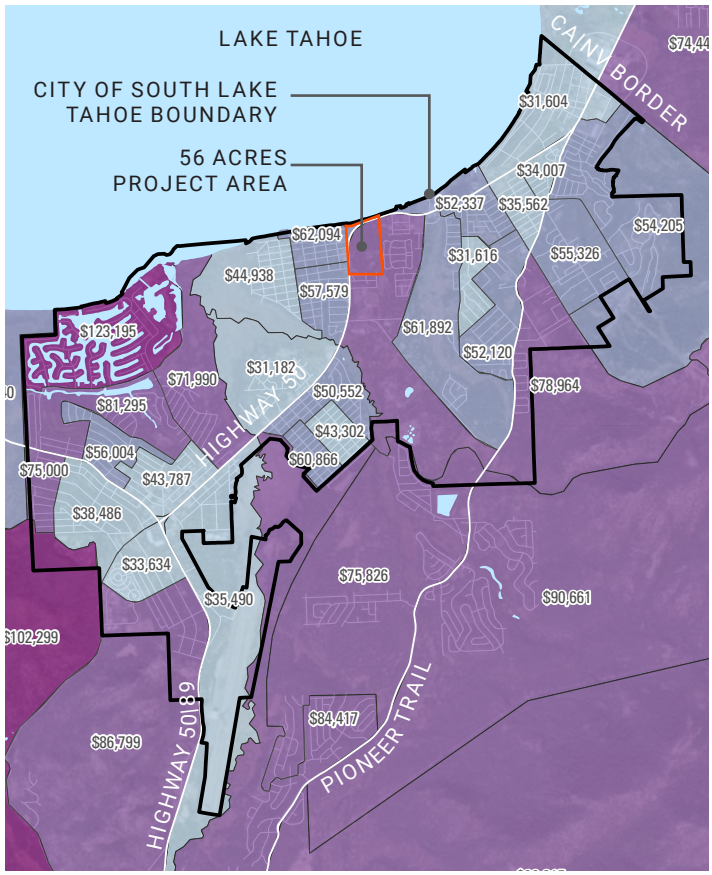



**Figure 7:** 2020 Median Household Income by Block Group
*Source: ESRI*

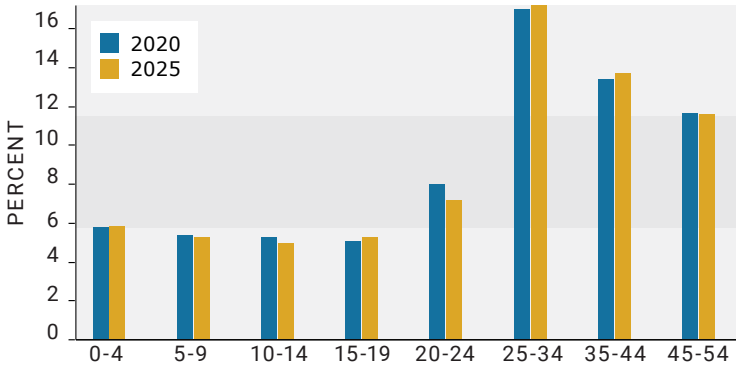



**Figure 8:** South Lake Tahoe 2020 Population by Age

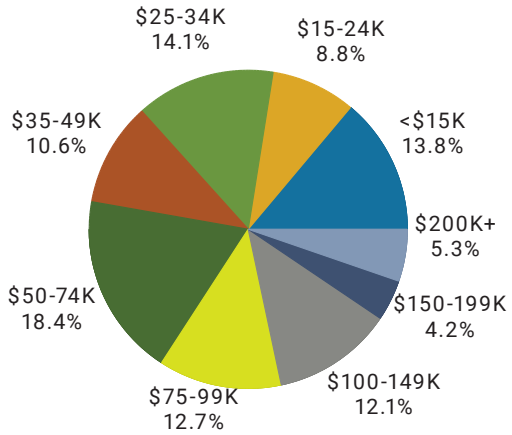



**Figure 9:** South Lake Tahoe 2020 Household Income

# CONTEXT SCALE MAPPING

## Public Access and Recreation

Numerous recreational activities are located adjacent to 56 Acres. Both Regan Beach and Lakeview Commons are located within walking distance from the park and contain a host of public amenities such as:

- Beach
- Amphitheater
- Grassy Lawn
- Sand Volleyball Court
- Dog Water Park
- Playground
- Observation Deck
- Picnic & BBQ Areas
- Boat Launch
- Public Plaza

In addition to public beaches, the project site is located just north of Bijou Community Park. Bijou Community Park boasts a dog park, skate park, bike park, open meadow areas, disc golf, basketball courts, and a historic railroad exhibit among other public amenities.

## Site Context and Ownership

The site is in the heart of South Lake Tahoe on a mix of City and County land. The site is bordered on the north by Lake Tahoe, on the east by Rufus Allen Blvd, and a residential neighborhood. To the south is the Al Tahoe Ballfields, Middle School, Boys and Girls Club and another residential neighborhood, to the west is Highway 50 and Harrison Avenue commercial district. Highway 50 bisects the site.

To the east of the project site lies Bijou Golf Course, Bijou Community School, and Bijou Community Park. To the southwest lies the Upper Truckee River Marsh and Restoration Area and Trout Creek.




**Figure 10:** Public Access and Recreation


CONOLLEY BEACH/TIMBER COVE MARINA
ALTA MIRA PUBLIC ACCESS PROJECT AREA
US 50/LAKE TAHOE BLVD.
FAIRWAY DR
BLACKWOOD RD
LIBRARY
56 ACRES PROJECT AREA
CAMPGROUND
RUFUS ALLEN BLVD.
BIJOU PINES RESIDENTIAL
BIJOU GOLF COURSE
GLENWOOD WAY
PICKETT AVE
ICE ARENA
SLT REC & SWIM COMPLEX PLAYGROUND
BIJOU COMMUNITY SCHOOL
RESIDENTIAL
ST THERESA CATHOLIC CHURCH
AL TAHOE BALLFIELD
LYONS AVE
BOYS & GIRLS CLUB
Bijou Creek
SPRUCE AVE
TENNIS COURTS
JOHNSON BLVD
BALLFIELDS
SOUTH TAHOE MIDDLE SCHOOL
TRACK & FIELD
AL TAHOE BLVD.
BIJOU COMMUNITY PARK
• DOG PARK
• SKATE PARK
• BIKE PARK
• PICNIC & BBQ
• DISC GOLF
• BASKETBALL COURT
• VOLLEYBALL COURTS
• HISTORIC RAILROAD EXHIBIT
• OPEN MEADOW
• PLAYGROUND
BIJOU COMMUNITY PARK

## Connectivity

The 56 Acres Master Plan project site is centrally located and boasts several local and regional trail connections.

### Bicycle

The park includes three levels of bicycle facilities. An existing Class II bike lane can be found running along Highway 50, the northern and western boundaries of the site. An existing Class III bike route runs along Rufus Allen Boulevard on the park's eastern boundary, and a Class I shared-use path meanders through the path as well as Lakeview Commons.

### Pedestrian

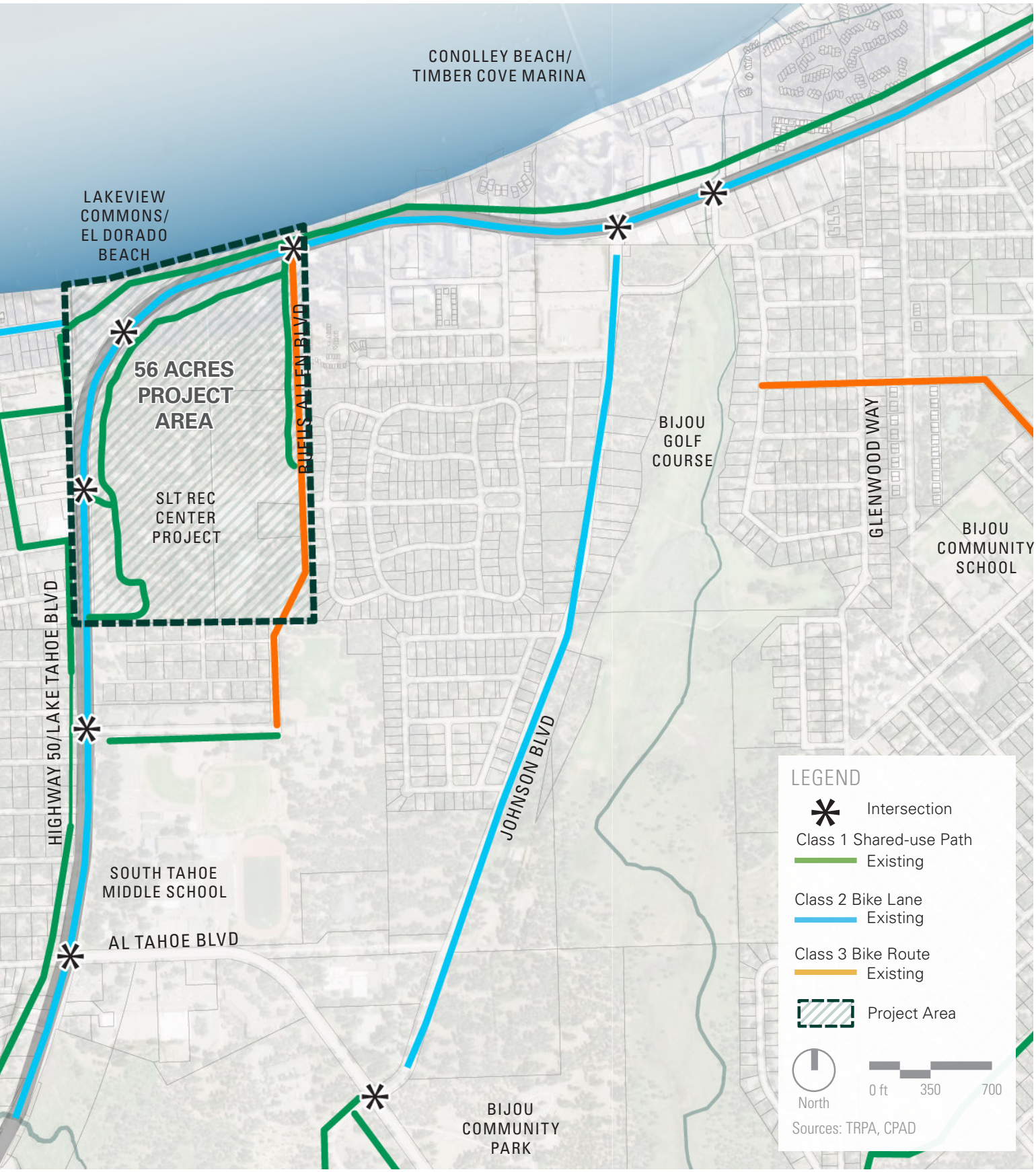
Pedestrian circulation on site relies on the Class I shared-use path that runs throughout the park as well as across Highway 50 in the Lakeview Commons area. The shared-use path extends east to Ski Run Boulevard and continues south past the site on Highway 50.



Class 1 Path along Highway 50, adjacent to 56 Acres




**Figure 11:** Bicycle and Pedestrian Connectivity


CONOLLEY BEACH/
TIMBER COVE MARINA
LAKEVIEW
COMMONS/
EL DORADO
BEACH
56 ACRES
PROJECT
AREA
SLT REC
CENTER
PROJECT
RUFUS ALLEN BLVD
BIJOU
GOLF
COURSE
GLENWOOD WAY
BIJOU
COMMUNITY
SCHOOL
HIGHWAY 50/LAKE TAHOE BLVD
JOHNSON BLVD
SOUTH TAHOE
MIDDLE SCHOOL
AL TAHOE BLVD
BIJOU
COMMUNITY
PARK
LEGEND
Intersection
Class 1 Shared-use Path
Existing
Class 2 Bike Lane
Existing
Class 3 Bike Route
Existing
Project Area
North
0 ft
350
700
Sources: TRPA, CPAD

## Walking Distances and Beach Access

The project site is centrally located and boasts a strong pedestrian network with connections to numerous public beaches and lake access. Within only a third of a mile, visitors to the park can reach both Lakeview Commons and El Dorado Beach. Also conveniently located are Conolley Beach and Regan Memorial Beach, located 0.7 miles to the east and 0.9 miles to the west, respectively. Upper Truckee Marsh lake access is the furthest away from the project site, but at 1.2 miles to the west, it's still very much a pedestrian destination.

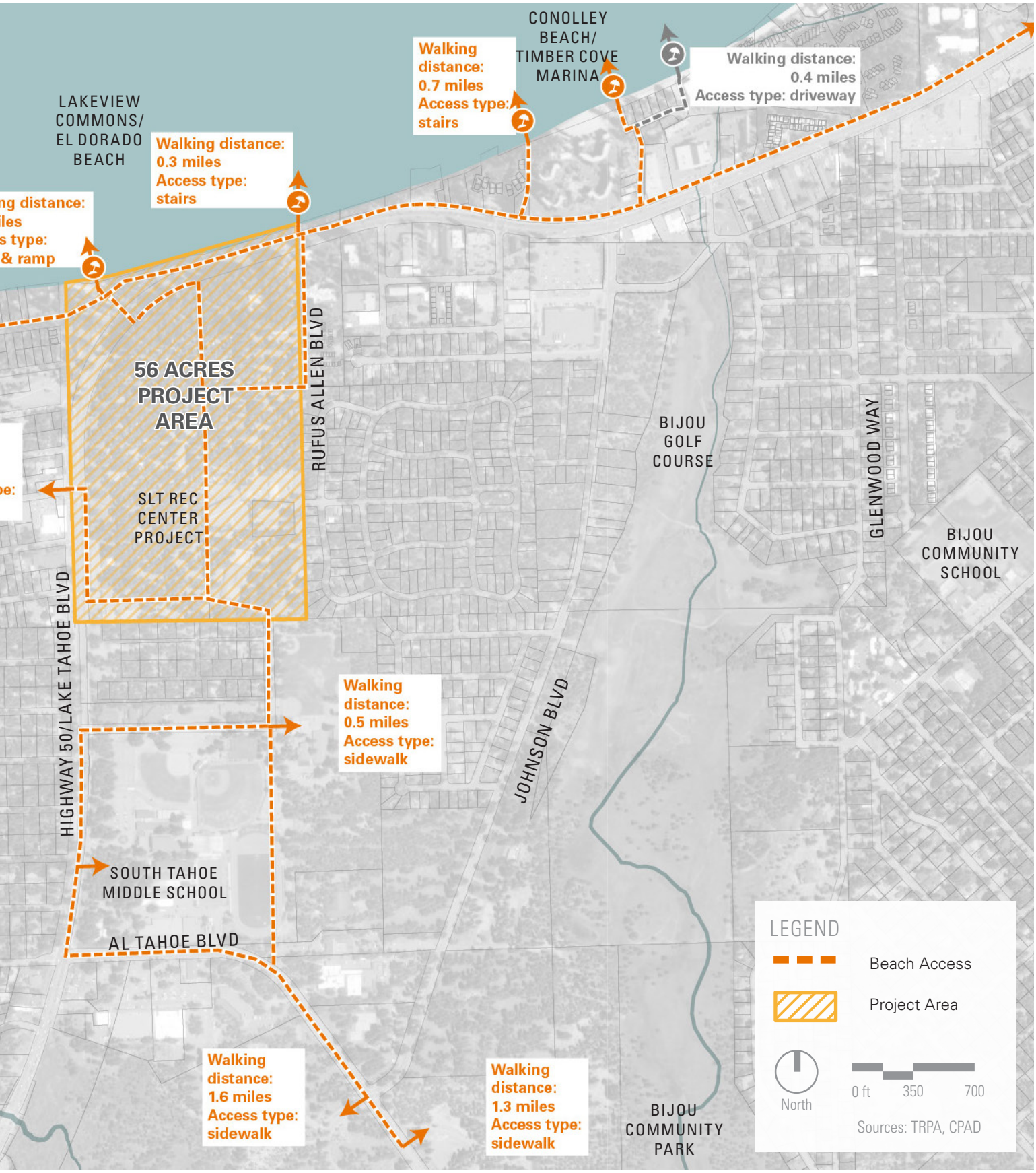
Aside from beaches, the shared-use path and trail connections extend in every direction from the park. Sidewalks surround South Lake Tahoe Middle School located just south of the project site and a 0.5 mile sidewalk cuts across the site's southern boundary adjacent to the school property. Pedestrians are able to access Bijou Community Park in 1.3 miles via sidewalk and Ski Run Boulevard in 1.2 miles via sidewalk along Highway 50.




Wayfinding signage along Harrison Avenue.




**Figure 12:** Walking Distances and Beach Access


LAKEVIEW COMMONS/ EL DORADO BEACH
Walking distance: 0.3 miles Access type: stairs
CONOLLEY BEACH/ TIMBER COVE MARINA
Walking distance: 0.7 miles Access type: stairs
Walking distance: 0.4 miles Access type: driveway
56 ACRES PROJECT AREA
SLT REC CENTER PROJECT
RUFUS ALLEN BLVD
BIJOU GOLF COURSE
GLENWOOD WAY
BIJOU COMMUNITY SCHOOL
HIGHWAY 50/LAKE TAHOE BLVD
Walking distance: 0.5 miles Access type: sidewalk
JOHNSON BLVD
SOUTH TAHOE MIDDLE SCHOOL
AL TAHOE BLVD
Walking distance: 1.6 miles Access type: sidewalk
Walking distance: 1.3 miles Access type: sidewalk
BIJOU COMMUNITY PARK
LEGEND
Beach Access
Project Area
North
0 ft
350
700
Sources: TRPA, CPAD

# SITE SCALE MAPPING

## Site Ownership

The project is jointly owned by the City of South Lake Tahoe and El Dorado County. While the County owns most of the project site, the City maintains an area for maintenance and the Recreation Center. Adjustments will be made in an updated lease agreement between the City and County.







Existing facilities on site.

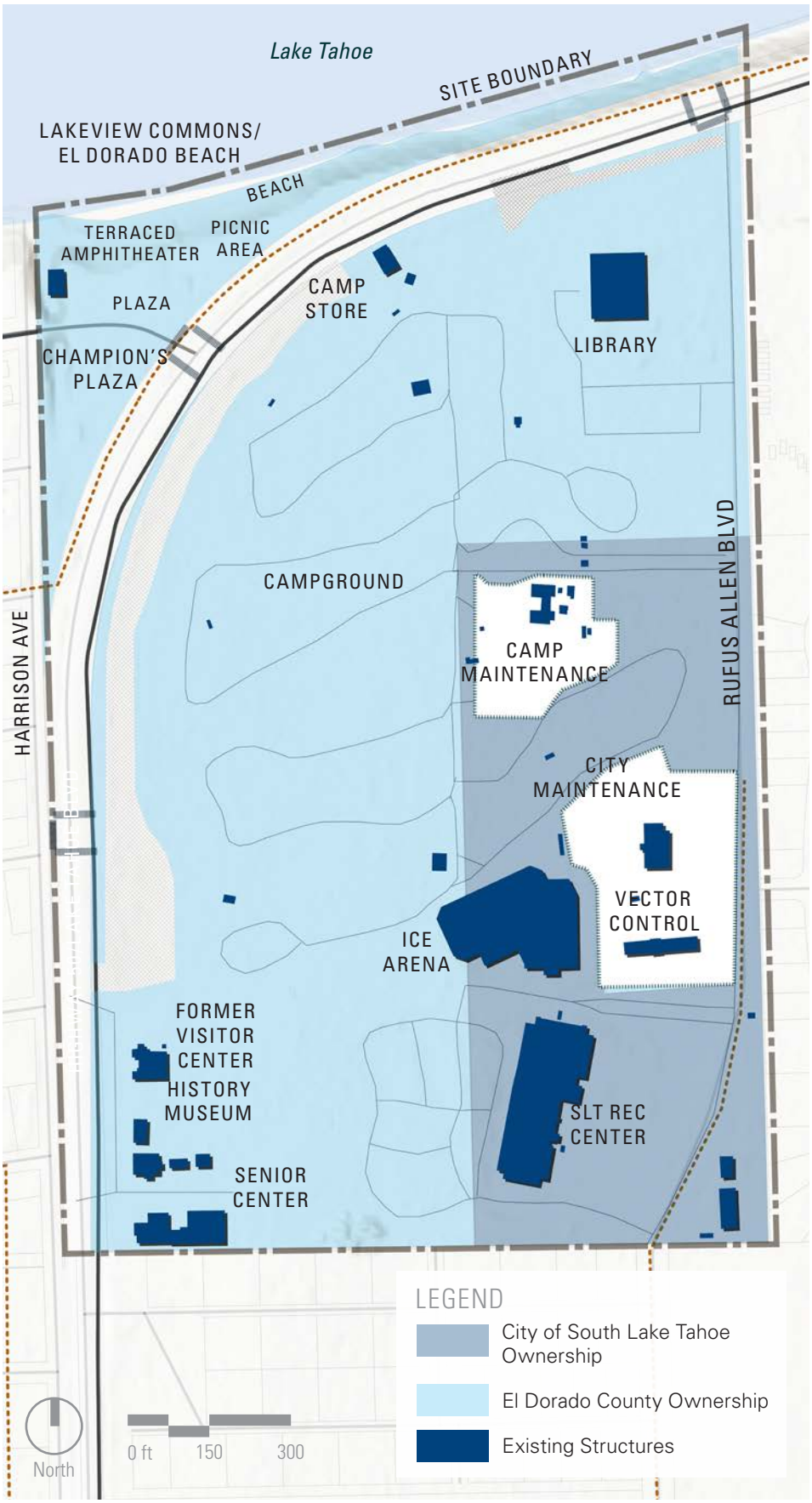



**Figure 13:** Site Ownership Map

## Site Structures

Numerous structures are currently located within the project area. Building relocation and removal was considered after significant county and city input, as well as planning and collaboration with co-current projects on site such as the Multi-generational Aquatics and Recreation Center.

The future for each building within the park is variable. Some site structures will remain, some will be relocated, and others will be completely removed altogether. Structures such as the Ice Arena will remain in the same location whereas numerous campground and county maintenance buildings will be removed. Other buildings that will remain include the library, ambulance service, Art League, History Museum, and Osgood Toll House & Log Cabin.





Existing buildings on site.

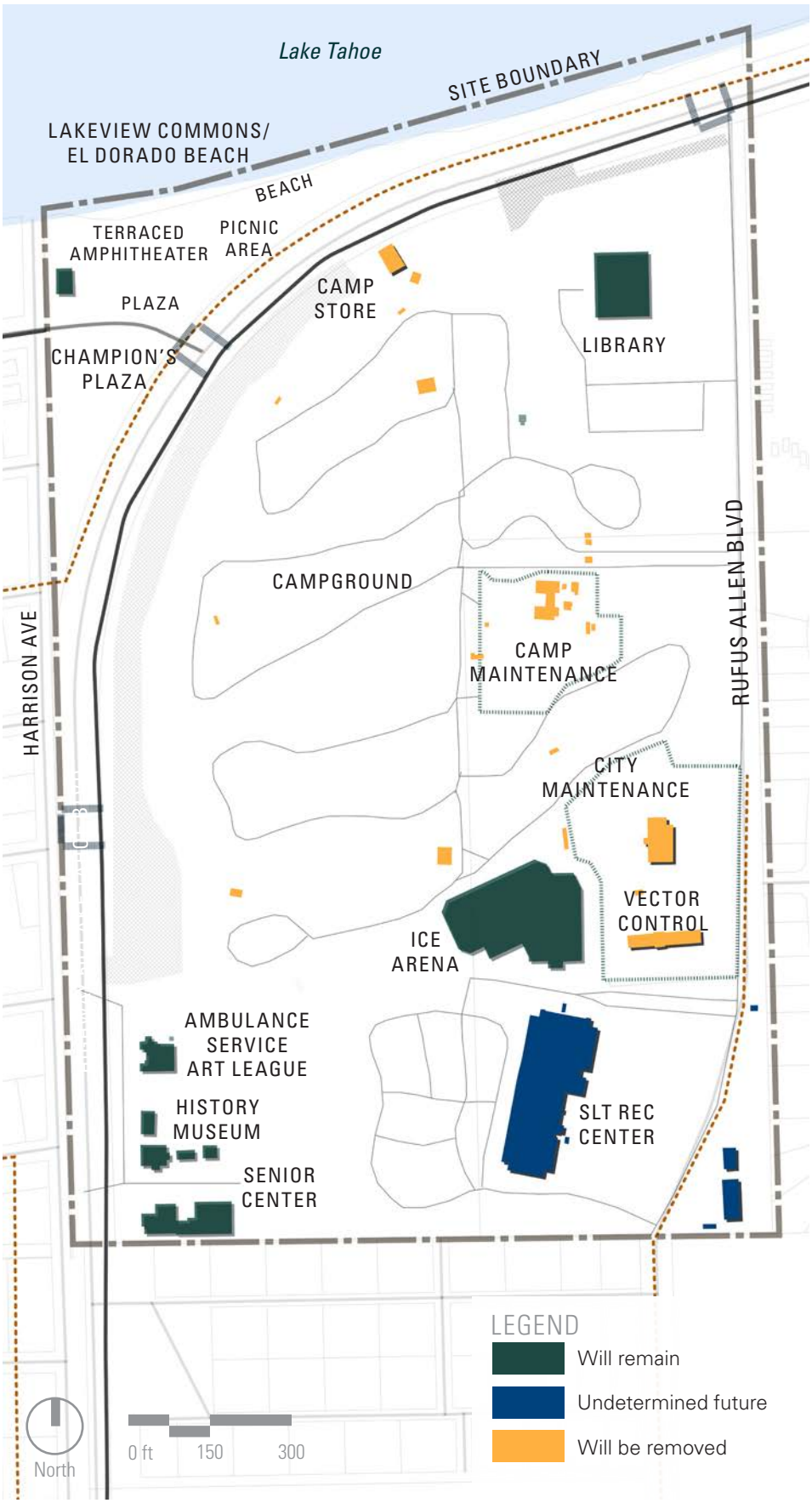



**Figure 14:** Site Structures Map

## Land Coverage and Tree Canopy

The Site Coverage Plan (Figure 15) was developed by Cardno from multiple survey and engineer maps/drawings. This drawing is intended for general planning purposed only for the "56 Acres Park Master Plan" and required TRPA coverage. A new survey conducted by a California licensed land surveyor shall be completed for any subsequent implementation projects.

Reference drawings and process for combination and rectification:

1. Turner & Associates survey drawings - "9190000topo" and "campground_topo_turner." Cardno translated and rotated the "campground_topo_turner" drawing to the "9190000topo" drawing based on parcel lines provided in the drawings. Information within the drawings stated that the coordinate system used was nad 83 zone ii California State Plane Coordinate System.

2. Drawing "rhaa_plan" - Cardno added "rhaa_plan" containing linework for the Lakeview Commons area to the above Turner survey drawings. Cardno translated and rotated "rhaa_plan" to best fit the Turner survey drawings using common linework.

3. Psomas survey "20201102-tp-jj" - this drawing was received after the above. Information within the drawing indicated that this drawing, which occupied a portion of the Turner survey drawings, was also the most recent survey drawing (completed in 2020). Linework from previous drawings was updated to match Psomas drawings where discrepancies were noticed.

4. Caltrans Highway 50 as built and design drawings - Cardno received these drawings in pdf form. These drawings were older and some were located outside of the project area information.

5. Google Earth - Google Earth was used for areas along Highway 50 and in the triangle parcel south of Lakeview Commons where survey/map information was missing. A Google Earth photo was underlaid in the AutoCAD drawing and conformed to linework. AutoCAD measurements were taken on the Google Earth photo to verify conformance and then the missing map features were digitized into the AutoCAD drawing. Final measurements were taken on digitized linework to verify accuracy.

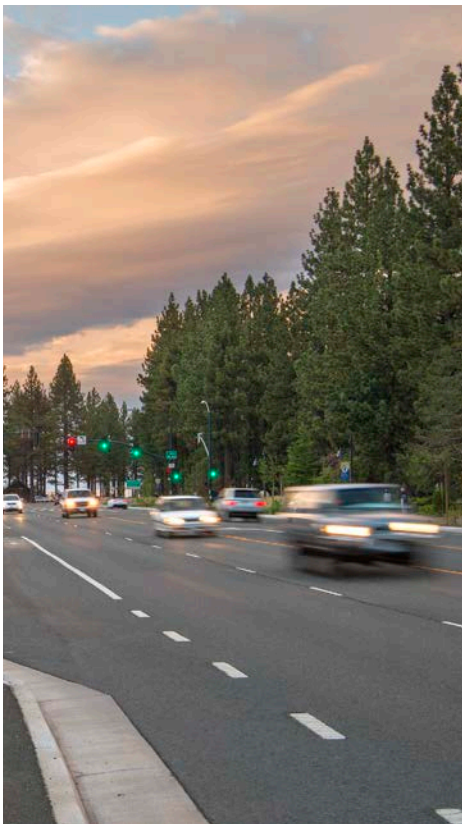



**Figure 15:** Site Coverage Plan

## Site Soundscape

The noise generated by Highway 50 creates a significant challenge to the project site. As seen on the soundscape map to the right, the areas with the most significant noise pollution are those that interface with Highway 50 along the northern and western site boundaries. Rufus Allen Boulevard on the park's eastern boundary is also a significant source of noise pollution.

The project site's significant tree cover protects the interior from high noise levels generated by the busy roads surrounding the park. However, much of the northern areas on site are still subjected to disruptive noise levels and only the very interior of the site remains largely noise free.



Highway 50 Streetscape

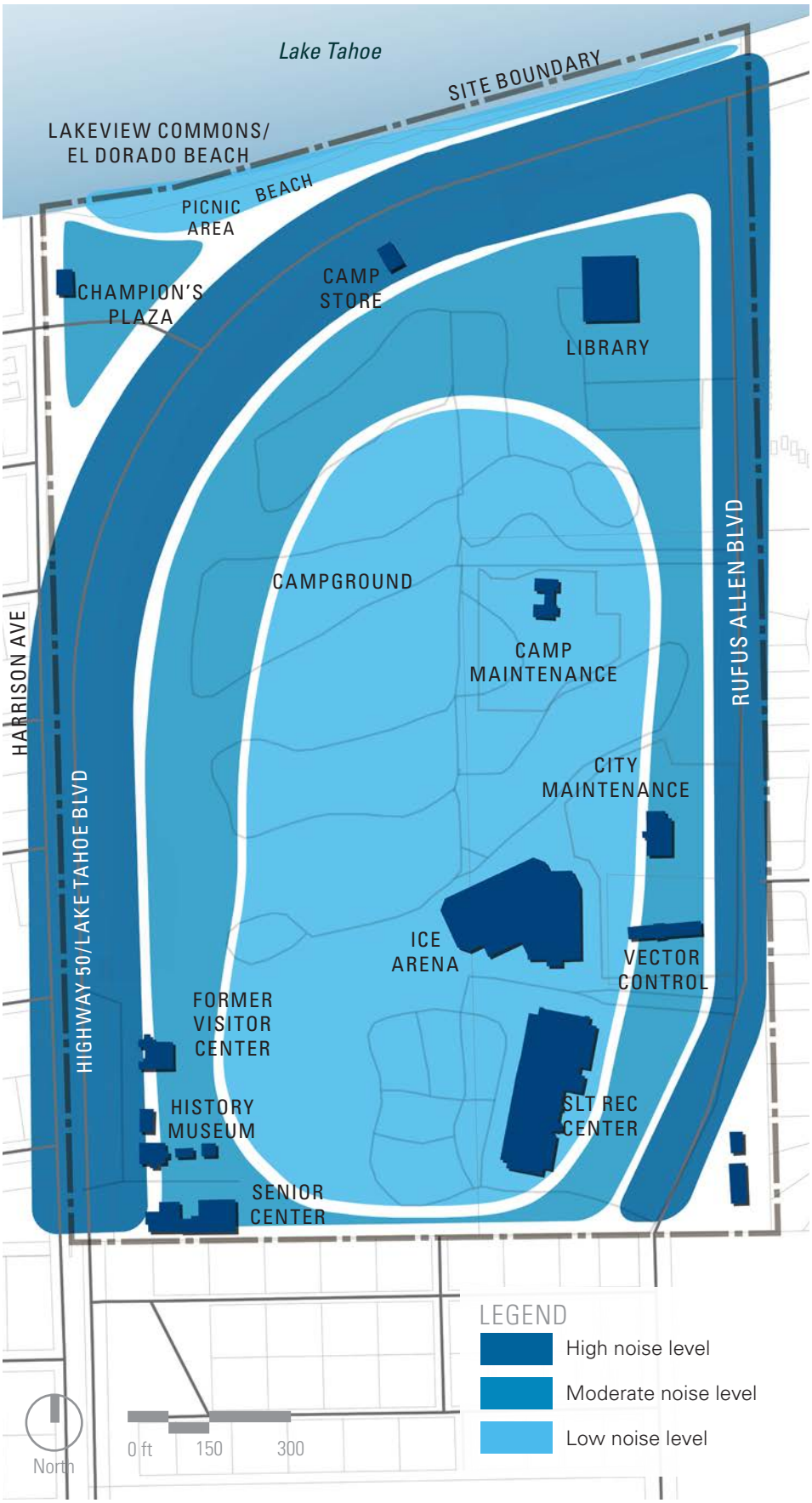



**Figure 16:** Site Soundscape Map



# Site Analysis

This section describes the current physical conditions and environmental aspects of the site. This information, which was collected and observed during the early stages of the design process, allowed our team to have informed conversations with stakeholders and advanced the master plan.

# EXISTING CONDITIONS

## The Heart of South Lake Tahoe

The current 56 Acres site lies in the heart of South Lake Tahoe. The park is bordered to north and west by Highway 50, to the east by Rufus Allen Blvd. and to the south by a neighborhood. The project site can take advantage of amenities such as expansion of Lakeview Commons directly across Highway 50 to the north and strengthen connections to the Harrison Avenue commercial district along the western border.

Currently, 56 Acres contains a centrally located campground with over 170 tent and RV sites. Camp maintenance as well as County maintenance and Vector Control border the campground, at times to the detriment of the adjacent campsites and public areas. Two modest parking areas are located on both the north and south ends of the site.

Class I and Class II bicycle facilities surround the project site. The Class I shared-use path runs adjacent to Highway 50 and often suffers from noise, traffic, and exhaust pollution.




"Registered Guests Only" sign at Campground by the Lake.

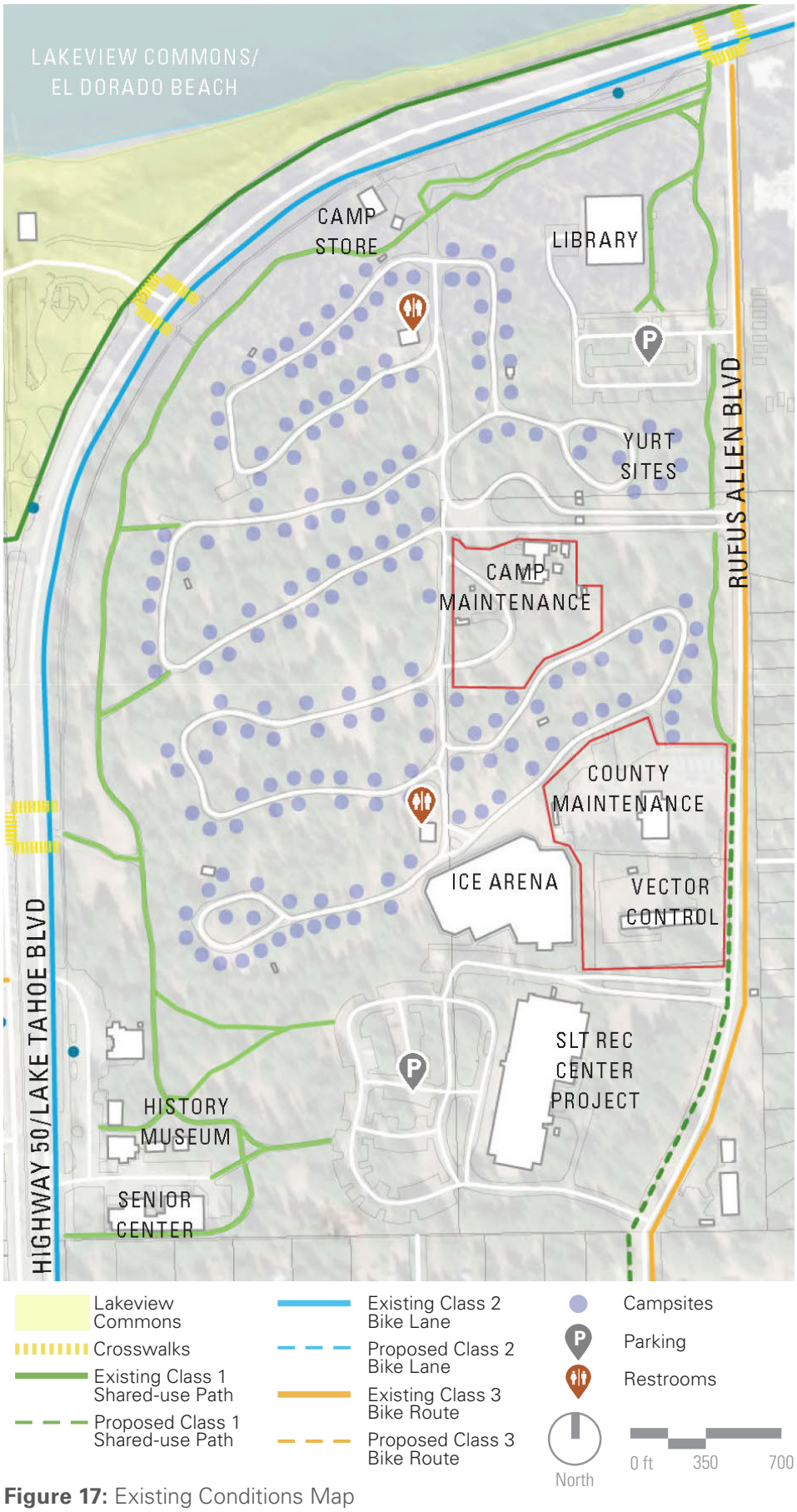



**Figure 17:** Existing Conditions Map



Class I path and covered bus shelter located on Highway 50 in front of the existing library.

# SITE CONDITIONS



### Recreation & Swim Complex

The South Lake Tahoe Recreation and Swim Complex has a variety of fitness rooms, meeting rooms, a gymnasium, and swimming pool. As well as an outdoor playground, basketball, and volleyball courts. A new, relocated Multi-generational Aquatics and Recreation Center is currently being planned on 56 Acres.



### Ice Arena

The Ice Arena is owned by the City of South Lake Tahoe and managed by a private operator. It is the only year-round indoor ice arena in the region and the facility hosts a variety of programs and teams that attract locals and visitors.




### Campground at the Lake

The campground is operated by the City and has been a part of the site since the 1960s. It is one of the most popular campgrounds in the area. A separate maintenance area is currently included within the campground.



### Library

The South Lake Tahoe Library is part of the El Dorado County Library system. In addition to loaning print and digital media, the library hosts many community groups and events.



### Fire Training Facility

The South Lake Fire Department uses this facility for training exercises. This building has been used for many different purposes over the years.




### Vector Control & Public Works

In the future, El Dorado County's Vector Control facility will be relocated and the City's Public Works facility may be scaled down in size. The City's Public Works facility houses snowplows and the central location makes snow work more efficient.



### Lakeview Commons

Lakeview Commons was opened in 2011 providing improvements to eroding shoreline at El Dorado Beach. The park hosts a variety of events and is one of the most accessible beaches in the area.



### Lakeview Commons Phase 2

Unbuilt, proposed improvements to the shared-use path and beach accessibility east of Lakeview Commons, connecting to public land owned by the California Tahoe Conservancy, will create more useable space at the park and improve bicycle/pedestrian access.




### Highway 50 Frontage

A recent 4-year $52M improvement project along Highway 50 by Caltrans included new sidewalks, landscaping, lighting, and stormwater basins on site. Highway 50 is a major feature of the 56 Acres site, dividing Lakeview Commons from the rest of the site. It discourages pedestrian traffic due to limited crossings and fast road speeds.




### Ambulance Service, Art League, History Museum, Osgood Toll House & Log Cabin

Clustered in the southwest part of the site the Tahoe Art League and the Lake Tahoe Historical Society operate an art gallery and museum. The Historical Society cares for two historic buildings as well; the Osgood Toll House and a log cabin. Recently, the City entered into a 5-year lease with an ambulance service at former Visitor Center building.



### Senior Center

The City of South Lake Tahoe Senior Center is an activity center that brings social, recreational, and educational opportunities for older adults. The Senior Center also facilitates the El Dorado County Senior Nutrition Program.



### Water Tower

The water tower, located southwest of the library, dates from the 1930s. It was originally built to provide pressurized water to campers before South Lake Tahoe had a water company.




The historic 1930s log cabin is used by the Historical Society to house additional artifacts that do not fit in the museum.



The Campground by the Lake is well-loved and has potential for improvements to the camping experience.

# OPPORTUNITIES AND CONSTRAINTS

## Opportunities

Recent improvements to the Harrison Avenue commercial district, Highway 50 frontage, and Lakeview Commons have enhanced the area's visual quality as well as improved walking and bicycling. The 56 Acres project site presents an opportunity for shared parking with the Harrison Avenue commercial district and lake access. Along with enhanced pedestrian crossings and recent bikeway improvements, these developments will increase the vibrancy and mobility of one of the most active areas in South Lake Tahoe. In addition, many of these improvements can be coordinated with adjacent recreation, civic, trail and stormwater projects. This kind of cooperation could not only result in positive community benefits, but reduce capital costs.

Many of the civic uses on site can be consolidated and new civic uses can be included by designing new efficient, effective, and attractive buildings. New and engaging civic infrastructure will reinforce the site's role as a premier civic and recreation destination.

### Site Opportunities Overview

- The site is centrally located and close to commercial, residential, and school uses.
- Lakeview Commons has been successful and is loved by both residents and visitors. The full site can accommodate some of the visitor demand while creating a signature park and civic destination in the heart of the city.
- Coordinating improvements with adjacent recreation, civic, trail, and stormwater projects can increase positive community benefits with reduced capital costs.
- Harrison Avenue commercial district improvements have enhanced the area's visual quality and improved walking and bicycling; the site location may present shared parking opportunities for the district.
- Recent bikeway improvements can be continued to eliminate gaps in the network.
- The healthy tree canopy can be preserved for visual character while opening views to the lake and enhancing wayfinding.
- Pedestrian crossings at Highway 50 can be enhanced.
- Civic uses can be consolidated, and more civic uses can be included on the site by designing new efficient, effective and attractive building(s) that reinforce the site's role as a civic and recreation destination.

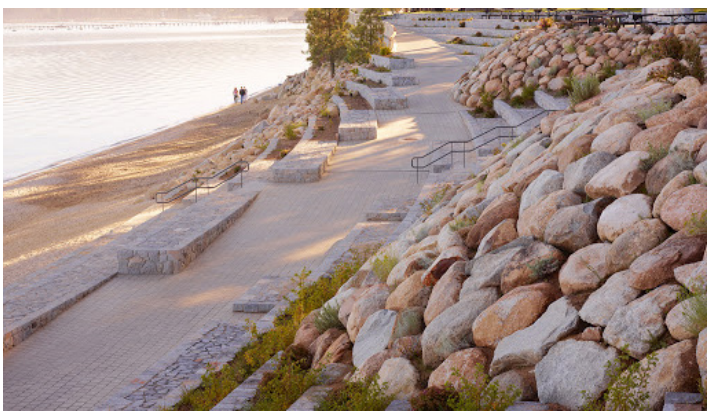
## Constraints

Highway 50 creates a significant barrier between Lakeview Commons, the Harrison Avenue commercial district and the larger park site. This results in high volumes of pedestrians and bicyclists on both sides of Highway 50. In addition to isolating desirable lake side amenities, the noise pollution it creates is a detriment to recreation on site. The high visitor use creates wear and tear on Lakeview Commons facilities and the narrow and steep space between the highway and the lake inhibits lake access.

### Site Constraints Overview

- Highway 50 creates a barrier between Lakeview Commons/the Harrison Avenue commercial district and the larger park site.
- High visitor use creates wear and tear on Lakeview Commons facilities.
- Uses are spread throughout the site and heavy tree canopy can disorient users and reduce the sense of place.
- Gap in bike trail along Rufus Allen Boulevard.
- High volumes of pedestrians and bicyclists on both sides of the highway pose safety concerns.
- Narrow and steep space between highway and the lake.
- Road noise adjacent to the highway.





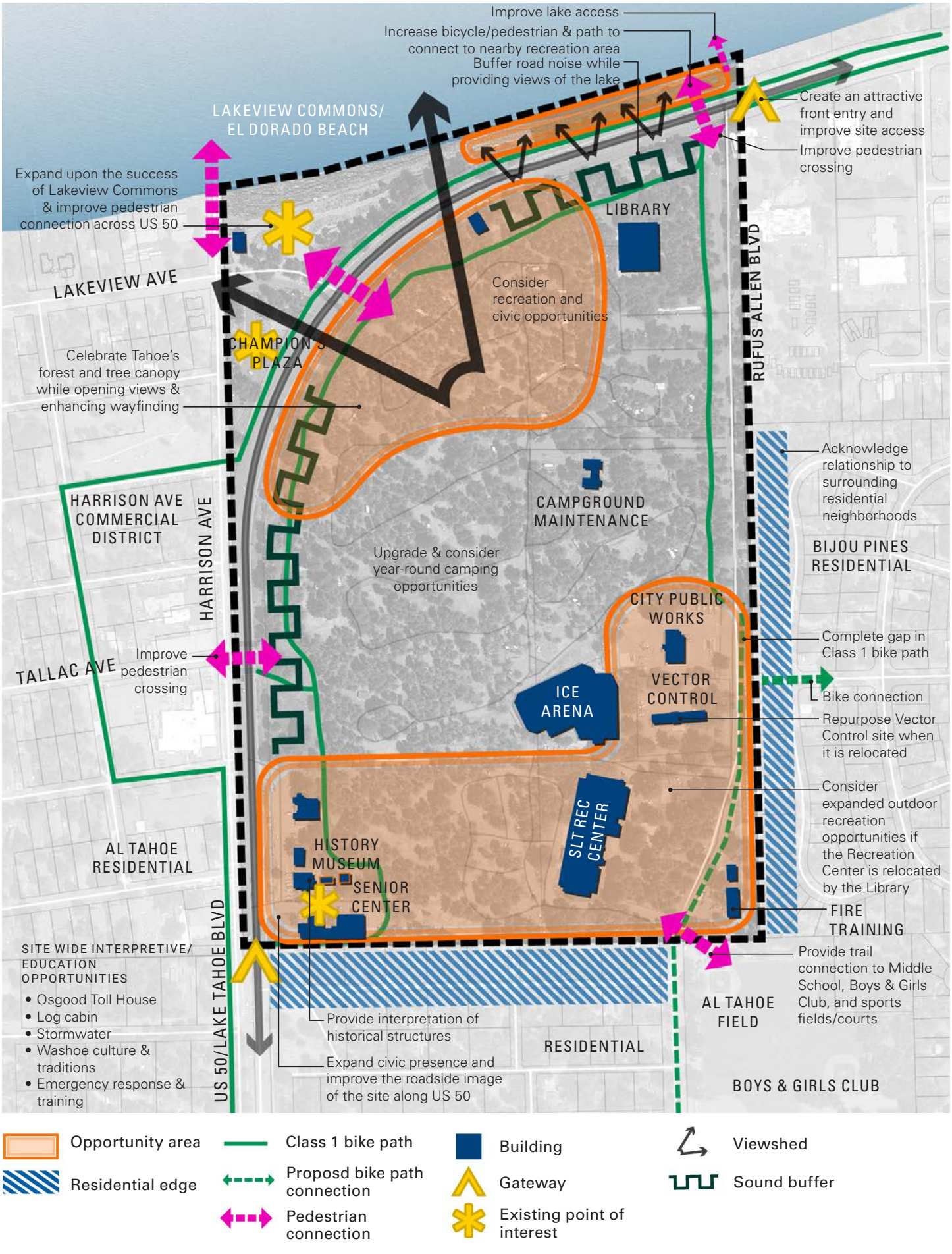



**Figure 18:** Site Opportunities and Constraints Map


HOW COULD TRAIL CONNECTIONS BE IMPROVED?
56
TAKE THE WALKING TOUR SURVEY
https://arcg.is/S91Tj
STATION G

# Public Engagement Summary

A Public Engagement Plan was developed at the beginning of the master planning process to ensure communication throughout the project. The plan considered the best methods of informing the public and involving them in the development of the 56 Acres Master Plan. These methods creatively utilized new digital tools and engagement strategies during COVID-19.

# PUBLIC ENGAGEMENT PROCESS

The project team developed a Public Engagement Plan (PEP) to ensure communication occurred throughout the process. The PEP considered the best methods of informing the public and involving them in the development of the 56 Acres Master Plan. The final presentations, exercises and content for each workshop varied from what is identified in the PEP based on feedback from the City and County, but the approach and desired outcomes remained the same.

## Overall Engagement Goals

- Be equitable and inclusive.
- Be purposeful.
- Hold events that are approachable for all stakeholders and provide the necessary context.
- Conduct varied and multi-layered strategies to reach a wide and diverse audience and include more personal interaction.
- Provide on-site and self-guided opportunities
- Weave public education into stakeholders and community engagement
- Communicate trade-offs and manage expectations
- Identify and distinguish between recreation and civic goals and stakeholder priorities for the project.
- Clearly differentiate from the Recreation Center engagement effort. Each project will inform one another but allows for individual project focus.
- Learn from and invite participation from campground, civic, mobility, recreation, and other on-site users
- Include implementation partners in project discussions

## Metrics of Success

The purpose of stakeholder and community input is to capitalize on the wisdom of the many by gathering balanced input from community members/stakeholders representing all demographic, geographic, and interest groups in the community on values, vision and design specifics. This enables all community members to share in the decision-making process for the long-term success of the community's planning efforts. Concerns and conflicts can be raised in a productive context that will use that information for the betterment of the project. The project team carefully designed the input process to efficiently and effectively gather input to serve the overall outcome.

1 Who is participating?

- How many people?
- How diverse?
- Previously engaged in other City/County efforts?

2 Satisfied with the process and project?

- Positive comments received?
- Easy for people to get involved?
- Did people feel included?

3 Impact of the engagement and outreach

- Impact engagement had on community's knowledge and ability to stay involved
- Better capacity to engage on future projects?
- Did process help the public to consider capital /operational costs as part of decision-making?
- Input gathered align with overall engagement goals?




Advertising banner for websites and online media outlets.

## Outreach Methods

The City and County were responsible for properly advertising and marketing the engagement opportunities, and Design Workshop provided the graphic materials for the print and digital campaigns.

DW summarized project content and involvement opportunities in a web based StoryMap  The link to the StoryMap was available on the City, County, and Recreation Center project websites.

## Stakeholders

Based on the understanding of the stakeholder community, and input from the City and County, stakeholder groups were organized into three groups: key, secondary, and tertiary. Figure 19 shows the arrangement the stakeholders and interested parties into the three groups and visually depicts the grouping and engagement methods for each group. Stakeholder engagement has been a cornerstone in the 56 Acres master planning process.

### Project Development Team (PDT)

Bi-weekly meetings were held throughout the process with this group. Staff members of the City, County, and Conservancy provided insights, reviewed project process and interim deliverables, and provided strategies for addressing particular issues or adjustments needed to meet project goals and addressed potential risks or issues. In addition, this team managed administrative issues including contract management; initial review of deliverables and project information before presentations to the stakeholders, and public; provided existing site and project information needed for planning team to conduct their work; and interacted with and provided updates to the City Council and County Board of Supervisors as needed.

### Stakeholder Groups

These groups provided more focused input and feedback in a small group setting.

### Commission Meetings

Updates to the City and County's Parks and Rec Commissions, City Planning Commission, and City Council were provided by the Planning Team, in coordination with City and County staff, at the end of each engagement window. A summary of the project process and feedback was received and offered with opportunities for direction and insights from the commissions and council meetings. City and County staff provided similar updates to the County Board of Supervisors during the same time-period.




On-site signs in both English and Spanish informed the public of the project.

### Target Groups

Of the stakeholders identified, certain groups were essential to target for the success of this project. These included: underrepresented populations (Latinx community, youth and older adults) and coordinating agencies (TRPA, Caltrans, mobility user groups, and recreation users).

## Stakeholder Organization




**Figure 19:** Stakeholder Organization Chart

# ENGAGEMENT WINDOW ONE

## Listen, Discover & Confirm Goals and Programs

Engagement Window 1 focused on identifying purpose and how information would be used. It took place between October 19, 2020 and November 13, 2020. The goals of Engagement Window 1 were as follows:

- Confirm overall project vision and goals
- Input and feedback on program elements (including scale, location, and character)
- Input and feedback on-site opportunities and potential challenges to be addressed
- Outcomes will be used to generate conceptual alternatives presented in conjunction with the Recreation Center concepts during Engagement Window 2
- Gain initial input on priorities

## Survey

### Community and Visitor Survey: November 2-22, 2020

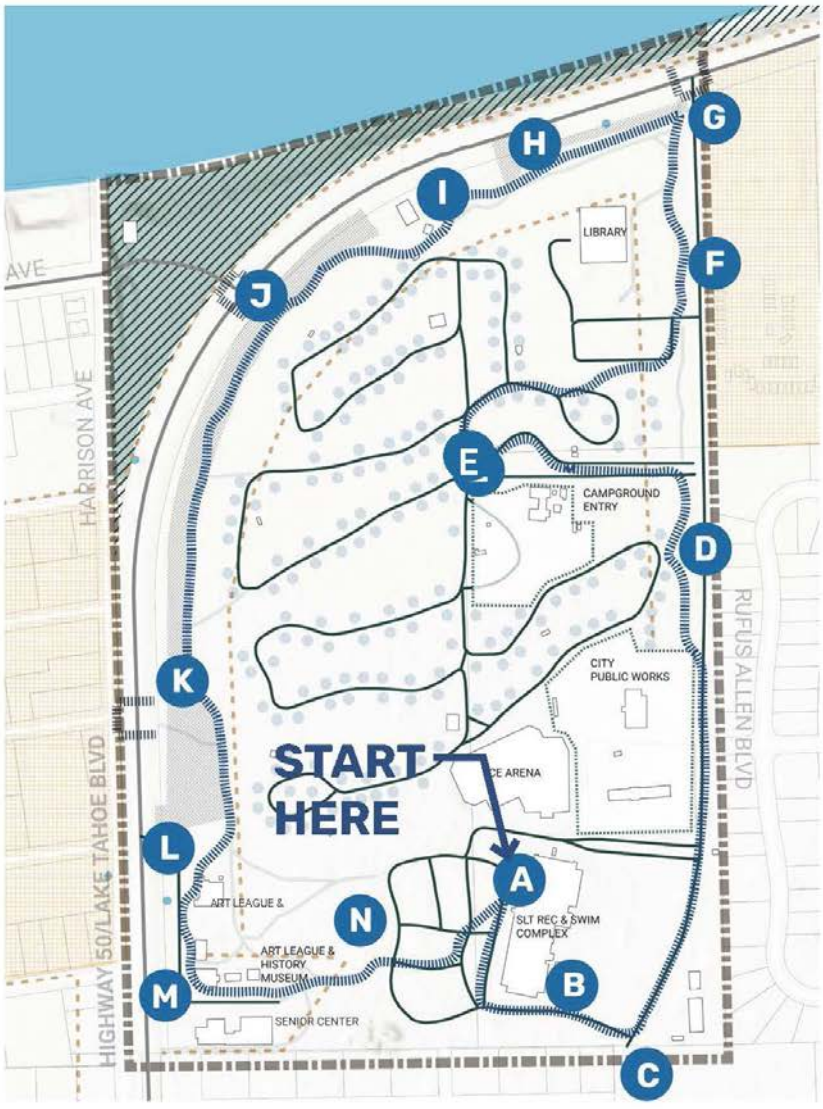
An online survey was coordinated with workshop information to get input from locals, part-time residents, and visitors on project vision, goals, and program elements.




Flyer for Workshop #1

# TAKE THE SELF-GUIDED TOUR & SURVEY

## STARTS NOVEMBER 2 - NOVEMBER 20
## Daily 8:00AM - 6:00PM




SCAN QR CODE TO TAKE THE SURVEY ON-LINE

### *How to Participate*

1. Pick up a Self-Guided Tour Packet outside the Recreation and Swim Center (available daily 8:00AM - 6:00PM, Nov. 2-20)
2. Start the tour at Station A by answering the survey questions in this packet.
3. Follow the site walk path. When you reach a lettered site walk sign, fill in the corresponding questions in your Self-Guided Tour Packet.
4. Imagine new possibilities for 56 Acres and have fun!
5. Return your Self-Guided Tour Packet to the drop box outside of the Recreation and Swim Center no later than November 20.
6. Share with friends and family and help shape the future of 56 Acres in the heart of South Lake Tahoe. They can take the survey either on-line at the below link or by taking their own self-guided tour with survey.

**EXPLORE THE PROJECT WEBSITE BY SCANNING THE QR CODE ON THE RIGHT. SHARE WITH FRIENDS AND FAMILY.**

HTTPS://BIT.LY/3MXYTQW (SURVEY)

HTTPS://ARCG.IS/S91TJ (WEBSITE)

56 ENVISION 56 ACRES CITY OF SOUTH LAKE TAHOE | EL DORADO COUNTY

Flyer for the Self-Guided Walking Tour and Survey




Visitors participate in the Self-Guided Walking Tour

## Walking Tour

This on-site self-guided walk was designed to meet all COVID-19 safety protocols. People were invited to participate in the self-guided tour between November 2-22, 2020.

Printed maps and project information with QR codes and survey link were distributed throughout the project site for a walk-through workshop. Boards at the Recreation Center covered project background, site analysis and mapping, previous work, and goals. The same information was also available online through the project StoryMap and via online survey for broader input options.









**Figure 20:** Bilingual Public Webinar Banner

## Public Webinar

A public webinar was conducted on November 10, 2020 through the online platform Zoom. The presentation content and agenda was as follows:

- Virtual meeting format through Zoom.
- The team gave a short presentation to walk through the project information and background materials and asked some interim questions, opened up for Q&A, and directed people to the online survey.


56 ENVISION 56 ACRES MASTERPLAN

Project Website: www.arcg.is/S91Tj

STAKEHOLDER INVITATION

The City of South Lake Tahoe, El Dorado County, and California Tahoe Conservancy are collaborating to create a Master Plan for the 56 Acres site. The 56 Acres Master Plan is a long-range planning document to guide the development of civic facilities, trails, open space, campground improvements, phasing, and funding.

We are requesting your participation as a stakeholder for the 56 Acres Master Plan to gain a better understanding of the needs, values and anticipate future demands for the site. Additional project information is attached along with a list of discussion topics. We would like to set up a 30-minute virtual stakeholder interview sometime between November 30 and December 4, 2020. Please email Ben Fish (bfish@designworkshop.com) with your availability for a 30-minute web meeting between these dates.

We are currently in the date gathering stage of the master plan, confirming the program and project goals before we develop design concepts this winter. On November 10th we held the first public meeting for the project and we currently have a self-guided walking tour and online survey to solicit public feedback throughout the month of November.

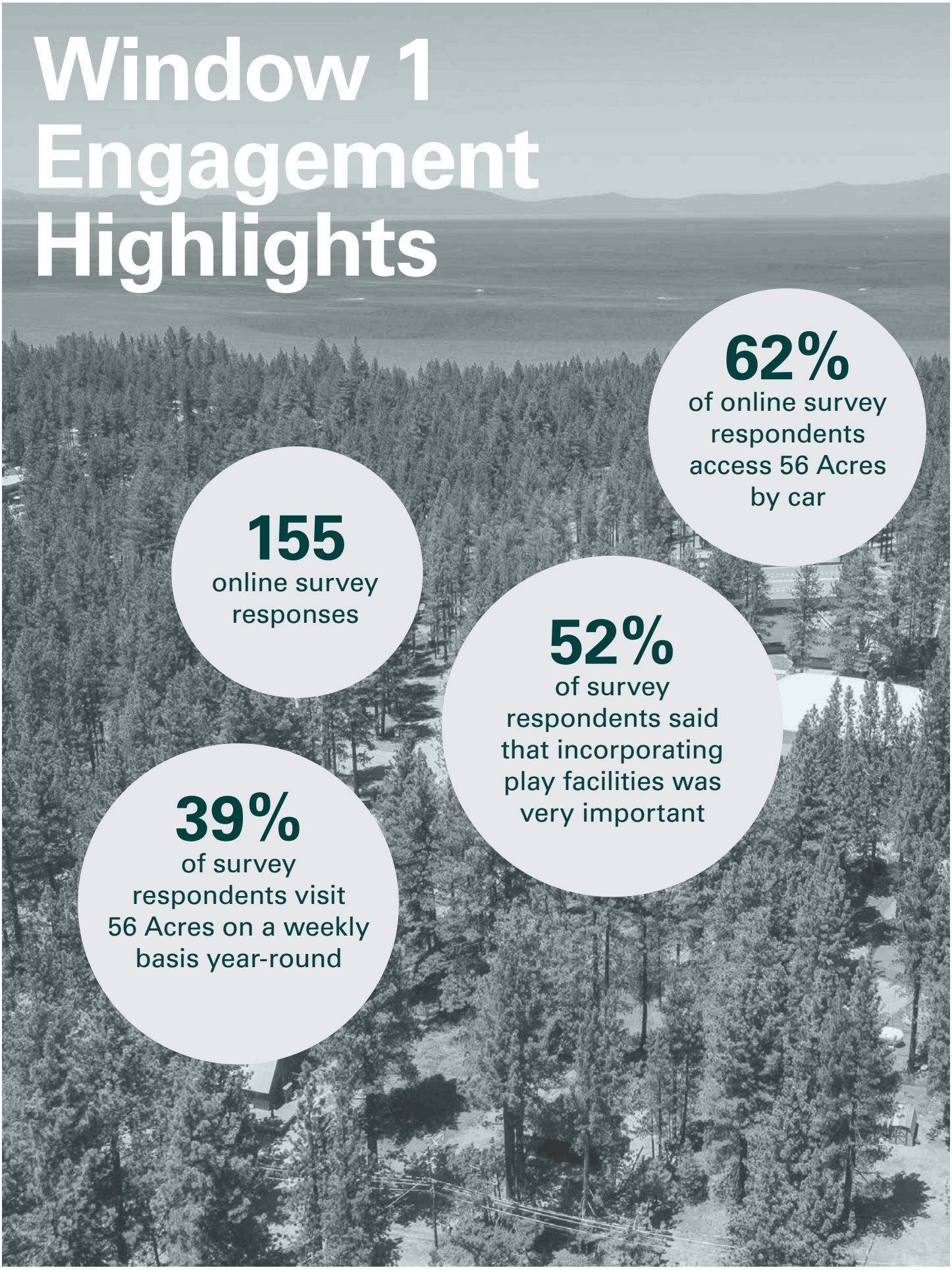
Thank you for your time and consideration-your input is greatly appreciated. Please contact Ben Fish, Project Manager, Design Workshop at bfish@designworkshop.com to confirm your participation.

Sincerely,

John Hitchcock
Director of Planning and Development
City of South Lake Tahoe
530-542-7472
jhitchcock@cityofslt.us

56 ENVISION 56 ACRES CITY OF SOUTH LAKE TAHOE | EL DORADO COUNTY

# Window 1 Engagement Highlights



**62%**
of online survey respondents access 56 Acres by car

**155**
online survey responses

**52%**
of survey respondents said that incorporating play facilities was very important

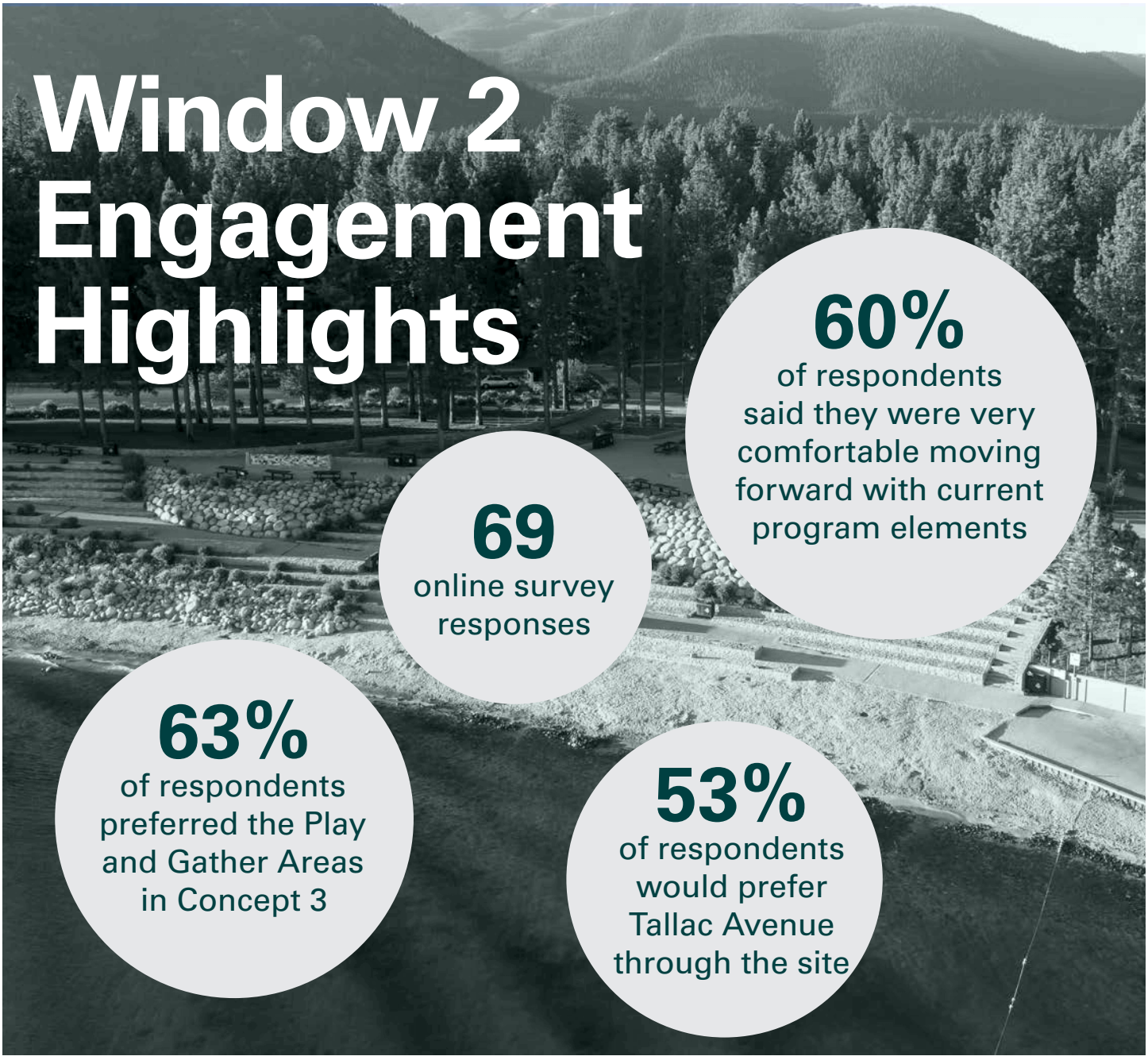
**39%**
of survey respondents visit 56 Acres on a weekly basis year-round

# ENGAGEMENT WINDOW TWO

## Collaborate

Engagement Window 2 took place between December 14, 2020 - January 22, 2021. The goals of Engagement Window 2 were as follows:

- Receive input on conceptual alternatives to develop preferred alternative
- Coordinate feedback and events with the Recreation Center project
- Gather input on implementation priorities

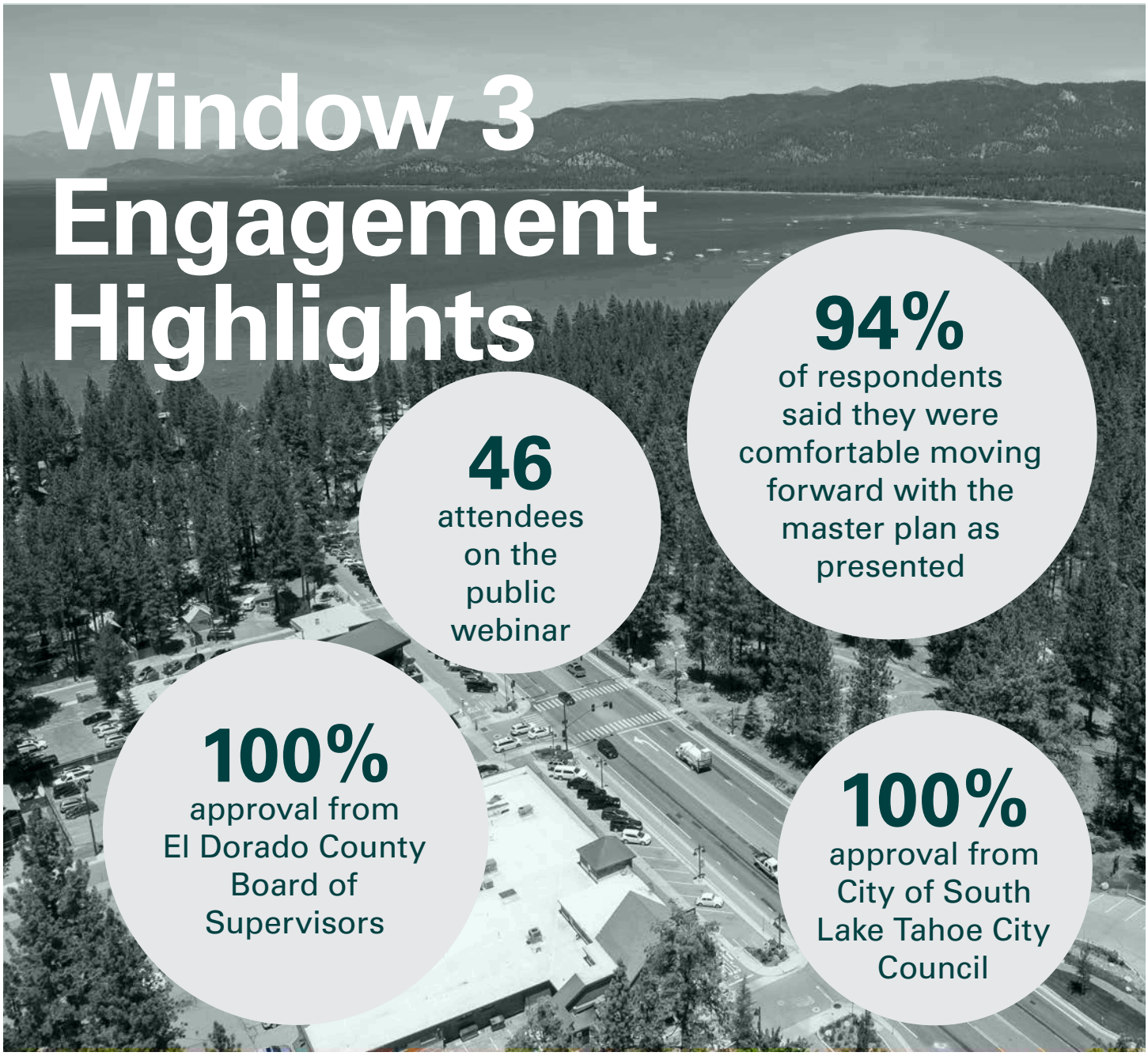


# ENGAGEMENT WINDOW THREE

## Refine

Engagement Window 3 focused on presenting the Master Plan and Master Plan Alternative. On March 31, 2021 there was a public webinar presentation and on May 4, 2021 there was a public presentation to a joint meeting between City Council and County Board of Supervisors for approval of the master plan. The goals of Engagement Window 3 were as follows:

- Receive input on preferred alternative to integrate feedback into master plan document
- Confirm implementation priorities
- Approval of the master plan





# Draft Alternatives & 56 Acres Master Plan

Community and stakeholder engagement led to the creation of a series of initial programming concepts. These gave shape to a variety of possibilities for the project area. Engagement efforts included eliciting feedback regarding programmatic elements of the site as well as circulation, access, and the location of amenities within the park.



## Program Concept Development

Following public input opportunities including the self-guided tour, online survey, and first public meeting, a series of program concepts were developed to illustrate a variety of ways that 56 Acres could support and organize four main categories of program elements. These categories were: Civic and Community, Play and Gather, Open Space and Trails, and Camping.

The first public survey resulted in over 200 participants. The results of the survey helped shape the character of each program category, and drove the way program was deployed on-site in each of the three original program concept diagrams.

Survey respondents helped articulate the importance of the Recreation and Swim Center, the library and providing safe, easy and accessible connections to Lakeview Commons. In addition, survey respondents also reinforced the importance of adventure play features, native landscape areas and gardens, a variety of sports courts, seating, and open lawn areas.

Participants stressed that trails within the park should provide connections to other areas as part of the citywide trail system, and the project area should have a walking and bicycling loop.

### Programming For Every Season

The winter season doesn't drive recreation to halt in and around the Lake Tahoe Basin. Survey respondents stressed the importance of year-round programming and infrastructure of in the Tahoe region. A primary concern was that the trail system within the project area would not be accessible year-round. Residents and visitors alike preferred plowed walking and bicycling opportunities at 56 Acres during the snowy season.

Additionally, the public survey demonstrated that there are numerous winter recreation uses that are of interest for the project area. Respondents cited cross country skiing, sledding, and ice rink activities as some of their top winter priorities for getting out and enjoying 56 Acres in the snow.

# CIVIC & COMMUNITY












## Robust Civic Amenities

Maintaining robust community and civic amenities is critical to the success of the 56 Acres Master Plan. When asked which amenities were most important to respondents in Survey 1, civic amenities such as the Recreation and Aquatic Center, the library and Lakeview Commons rose to the top.

Other community and civic amenities that are being prioritized include a facility for seniors, the ice arena, and a cultural center that celebrates the history and art of the Lake Tahoe region.



# PLAY & GATHER


Flexible Use Public Spaces









## Flexible Public Space

A key element of the 56 Acres Master Plan is ensuring areas within the project area that are dedicated to a wide variety of amenities that support diverse types of play and various community events and gatherings. Play and gather space in the park should be flexible, welcoming and encourage residents and visitors alike to relax, socialize, and stay active.

### Community Oriented Events

Community oriented events are a cornerstone of the South Lake Tahoe lifestyle. Whether it's an amphitheater or a public plaza, residents and visitors should be ensured space within the park for community-oriented events of varying sizes.




Adventure Play


Fitness Play


Interactive Elements







## Adventure Play

South Lake Tahoe is a national destination for adventure recreation. It is no surprise that residents and visitors alike cast their vote for the inclusion of adventure play amenities in the 56 Acres Master Plan. These features could include slides, landform manipulation, nature-based play areas, rock climbing walls, and a numerous other multi-generational activities that teach new skills, and help to cultivate appreciation and excitement for the outdoors.

### Interactive Elements

Interactive play elements such as sculptures, engagement-based interpretive material and fitness play features were among some of the top-rated interests in Survey 1. Many of these features can spark curiosity among all ages and can be made accessible regardless of ability level.



# TRAILS & OPEN SPACE












## Connected Trail Network

A connected trail network within the project area would bolster South Lake Tahoe's already robust public trails network. Shared-use paths within the park would connect to key access points as well as circulate users throughout the site itself.

### Accessible Open Space

The 56 Acres Master Plan is committed to helping design public spaces that are open and accessible to everyone in the community. Safety, wayfinding, and signage are all elements of creating a trail system that is usable, safe and accommodating to a variety of residents and visitors. This includes crafting trails that are desirable for differently abled users, seniors, families, and pet owners among others.



# CAMPING


Yurts


Tent Sites


Tent Cabins


RV/Trailer Sites


Camping Cabins

## Campground Updates

The Campground by the Lake has become one of the most attractive destinations in South Lake Tahoe. In the Survey 1 results, a majority of respondents suggested that maintenance and rehabilitation of the existing campsites was critical, and the addition of a variety of year-round overnight options was desirable.

### Year-Round Options

Based on market research, an increasing number of campgrounds are moving to provide accessible year-round camping facilities. Options could include simple camping cabins, yurts, or other structures that would allow visitors to the campground to continue to enjoy this incredible amenity throughout the year.



# PROGRAMMING CONCEPTS

## Programming Concept 1: Civic Center North

The Civic Center North program concept is defined by large swaths of camping, open space, and trails on the south end of the site and a concentration of civic amenities to the north. In this program concept, the Recreation and Aquatic Center, the library and civic center, the senior center and the cultural center are all grouped together in a civic-oriented hub. Parking is similarly concentrated within the northern portion of the site, providing ample and convenient parking adjacent to civic amenities. Additional parking can be found next to the city maintenance zone and the ice arena but is largely located further north.

The areas of the site adjacent to Highway 50 are buffered by open space and trails as well as areas for play and gather related activities. These areas form a linear park that connects to the Recreation Center as well as Lakeview Commons. The camping area in this program concept is shifted slightly south from its current location. It is the largest area to be allotted for camping out of the three concepts.

## Programming Concept 2: Civic Center South

The Civic Center South program concept's most distinctive feature is a "Main Street" that meanders through the park and can be closed off for special events. This thoroughfare provides easy access to numerous on-site amenities such as the civic center, play and gather spaces, the campground, and additional parking that is connected to the cultural and senior centers.

Like its title, many of the Civic amenities in this program concept are concentrated in the southern half of the park. Though the Recreation and Aquatic Center as well as the library are still located on the northern end of the site, the civic center, senior services, and cultural amenities (such as the cultural center and a cultural green) are all located to the south. Parking is located throughout the site, adjacent to convenient locations such as the Recreation and Aquatic Center, city maintenance and civic amenities such as the senior center. The campground is consolidated and centrally located. Because it is more compact, additional space can be allocated to other features.

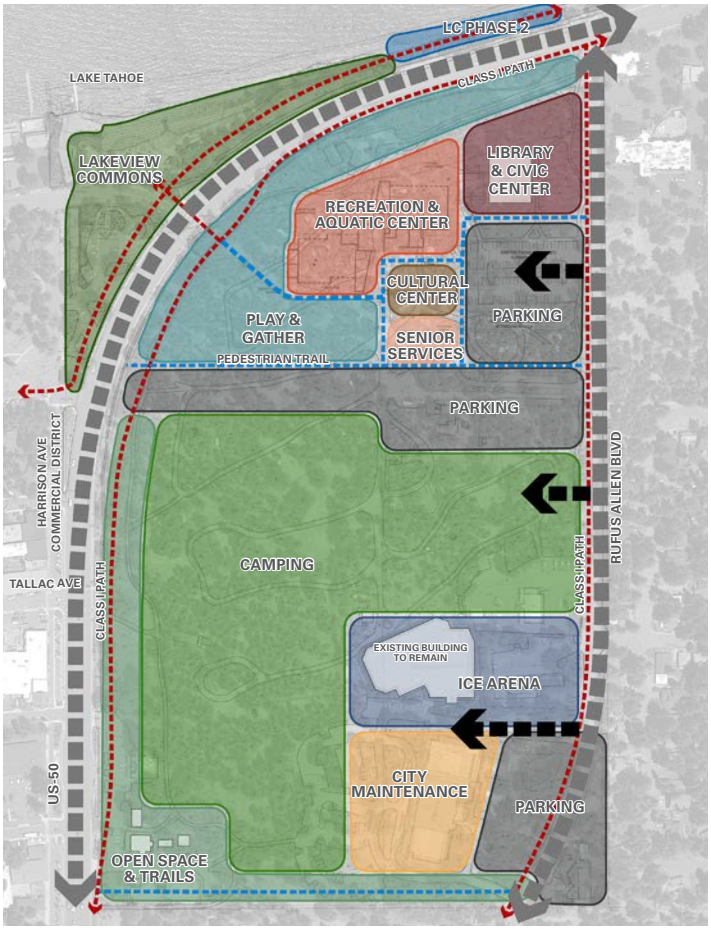



**Figure 21:** Programming Concept 1 Diagram

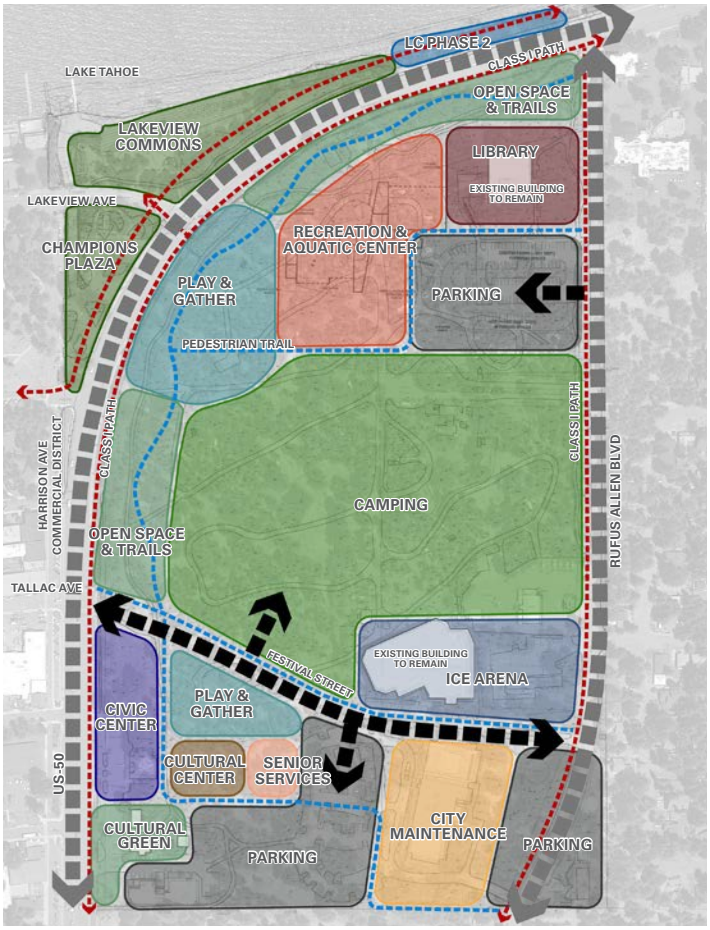



**Figure 22:** Programming Concept 2 Diagram

## Programming Concept 3: Campground South

Like the Civic Center South program concept, the Campground South program concept features Tallac Avenue as a Main Street that runs throughout the park. The camping area remains consolidated and is located to the south. This concept features the smallest camping area out of the three concepts. Because the designated camping area is compact, other amenities can take up additional space. The Recreation and Aquatic Center as well as the cultural and senior centers have slightly larger footprints and are more centrally located on site. Large parking areas appear in both the north and south ends of the site, with a smaller more compact parking lot close to the intersection of Tallac Avenue and Highway 50.

Additionally, play and gather spaces are found in the heart of the park. Open spaces and trails buffer most of the Highway 50 and park interface while making room for a large portion of the site to be programmed with a variety of different play and gather activities and amenities.

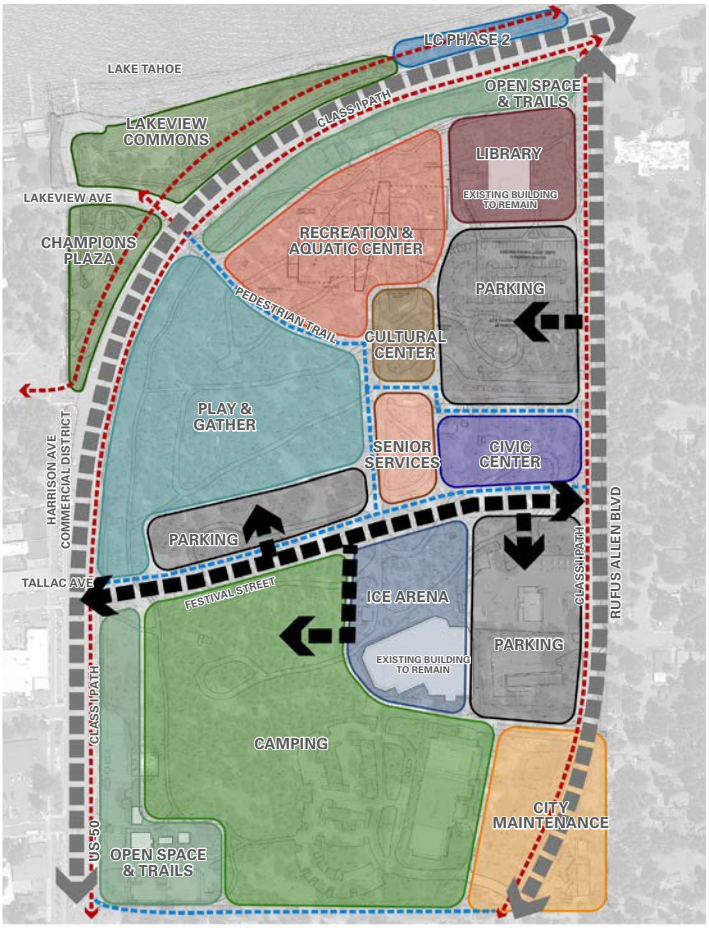
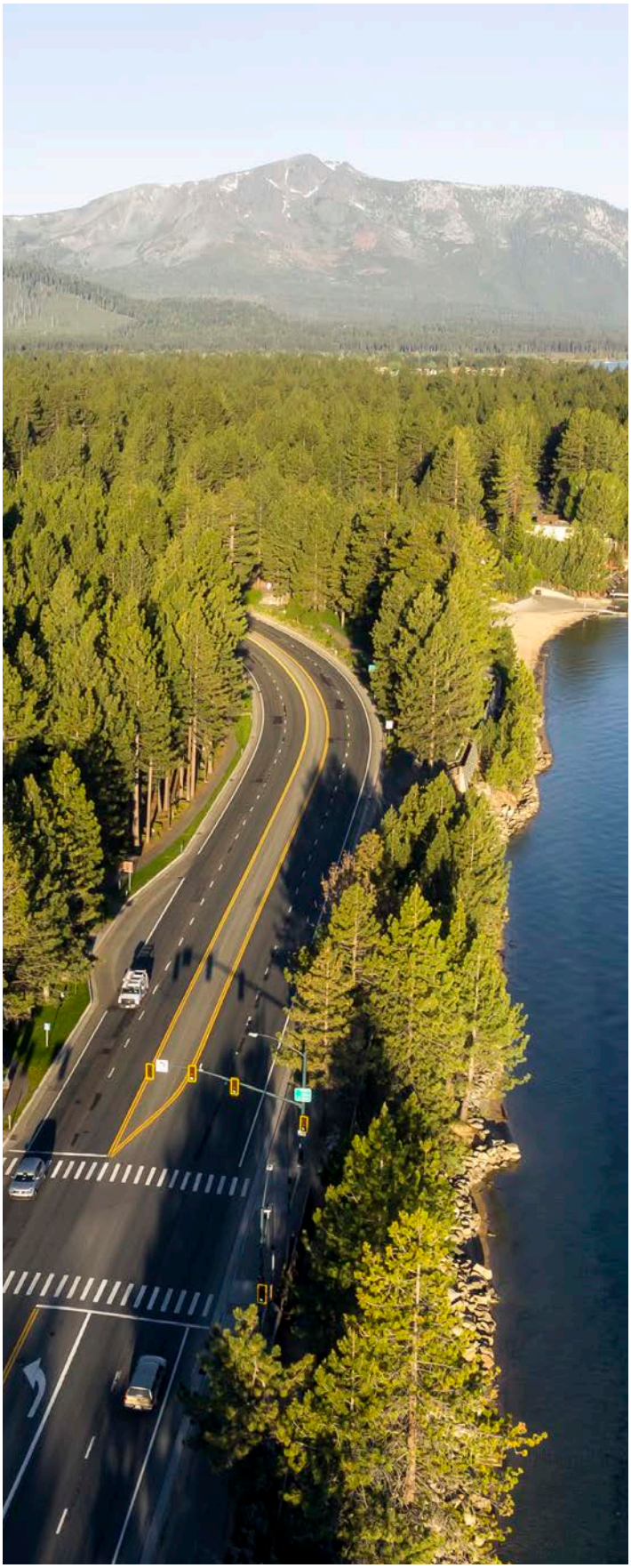



**Figure 23:** Programming Concept 3 Diagram



Aerial view of Highway 50 and the Lakeview Commons Phase II site

## Preferred Programming Concept: A Combination Concept

The preferred program concept was developed from critical feedback received by the South Lake Tahoe community, the City, and the County. After robust public engagement, desirable elements from each of the three program concepts emerged and as a response, a new program concept was developed.

A shared-use path bisects a large play and gathering space that buffers a portion of the Highway 50 frontage. This large, concentrated zone for activities such as adventure play, fitness play, interactive elements, and a variety of gathering opportunities creates flexible public space that reaches into the heart of the park. Convenient access to Lakeview Commons emerges out of the play and gather area, and open space and trails zones buffer most of what remains of the Highway 50 frontage as well as the southern boundary of the park.

The cultural center and senior center join forces in the southwest corner of the park and occupy a space directly off Highway 50. The camping area is concentrated in the southern half of the park but leaves room for large areas dedicated to the ice arena, parking, and city maintenance.

The site is bisected by an access road and parking lot. This increases accessibility to a variety of civic amenities within the park itself and fills a community need for additional parking near the Harrison Avenue commercial district. In addition to the access road that runs west to east throughout the park, a connected series of shared-use paths allows visitors to walk through the heart of the site and enjoy 56 Acres away from the loudest areas adjacent to Highway 50. The shared-use path creates convenient connections to access both Lakeview Commons and the Harrison Avenue commercial district.

Many of the civic amenities are concentrated in the northern half of the site. A large parking lot provides ample access to each of these amenities and the Multi-generational Aquatics and Recreation Center abuts both a play and gather area as well as open space and trails. This provides a seamless connection between recreational activities in and out of doors for residents and visitors alike.



The Main Street will connect through the 56 Acres site at Tallac Avenue, as shown in this photo.

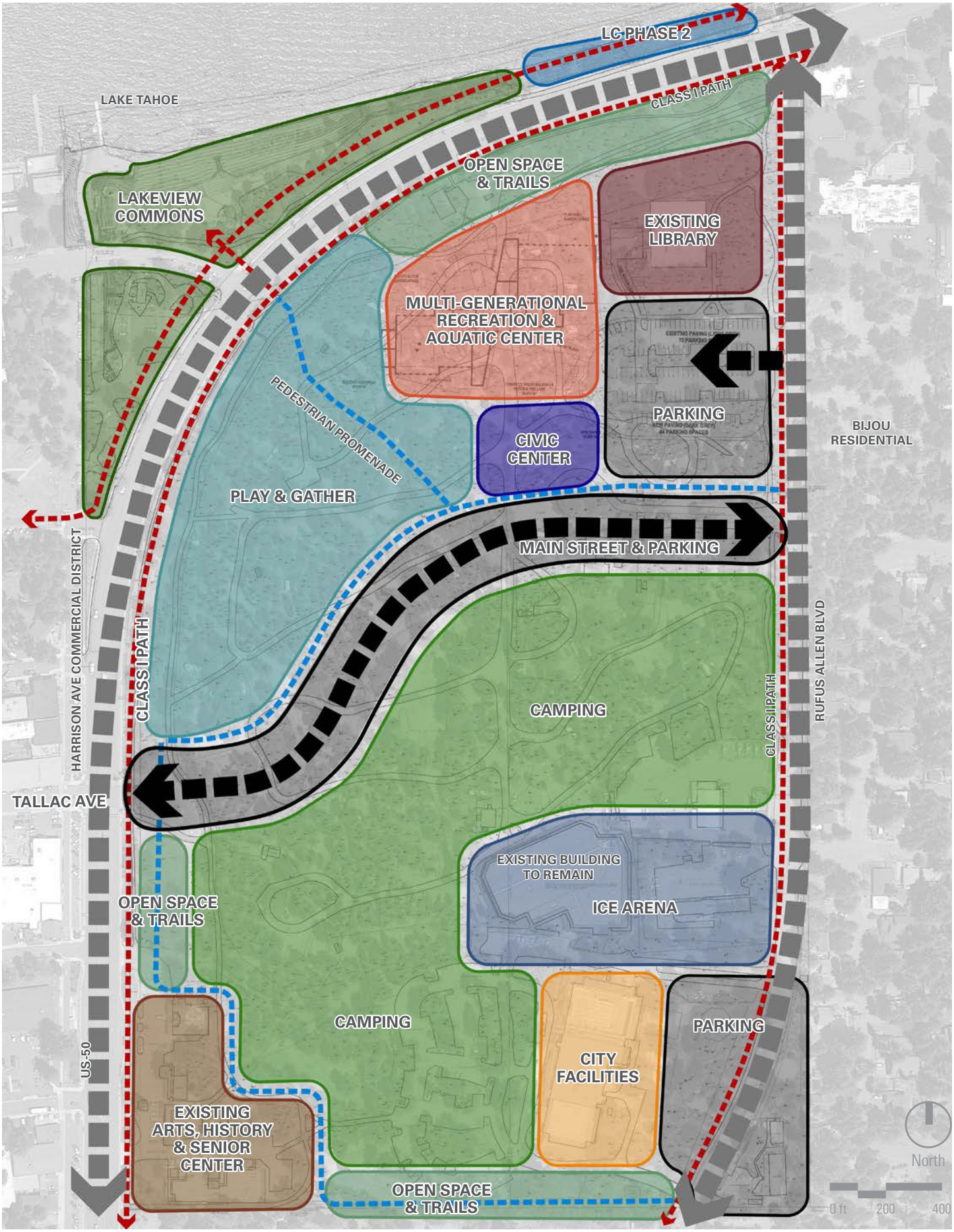



**Figure 24:** Preferred Concept Program Diagram

# MASTER PLAN




**Figure 25:** Master Plan

The master plan was approved by the City of South Lake City Council and El Dorado County Board of Supervisors on April 27, 2021, further negotiations with the lease agreement between the City and County continued through 2021. The following elements are shown in the master plan:

- Enhanced at-grade pedestrian crossings at Rufus Allen Boulevard and Highway 50, Lakeview Avenue and Highway 50, and Tallac Avenue and Highway 50.
- Continuation of the pedestrian lakefront promenade at Lakeview Commons. Consisting of a cantilevered boardwalk connecting from the existing Lakeview Commons improvements to the existing stair access to the lake across from Rufus Allen Boulevard.
- Expanded Champion's Plaza. The parking area immediately adjacent to the existing Champion's Plaza will be reclaimed for more pedestrian space with an expansion of the plaza including new landscaping and pavers. On street parking will be formalized along Harrison Avenue and vehicular access to the boat ramp will be maintained as is.
- The Multi-generational Aquatics and Recreation Center (MARC) is located on the northern part of the site with filtered views of Lake Tahoe. There will be associated outdoor spaces for fitness and small group events. There will be a shared service drive with the existing library and a new Class I shared-use path connecting from the parking lot to Lakeview Commons to double as emergency vehicular access. The existing library parking lot will be expanded to accommodate the MARC and Civic Center.
- A new Civic Center is included in the center of the site, immediately south of the MARC, creating a courtyard between the buildings that can be used for community events. The Civic Center will consist of two buildings connected with one roof and a breezeway between them—a two story 18,000 s.f. building for administration offices and a separate one story 7,000 s.f. building for council chambers. 7,000 s.f. would include space for restrooms, commercial kitchen, and other support spaces. It could be leased for private functions or used for municipal gatherings.
- A flexible event space is included to the west of the Civic Center, it is approximately 70,000 s.f. and would hold community events.
- Immediately west of the flexible event space is a nature-based play area under the existing trees and incorporating new earthwork of berming and sculpting landforms.
- The Main Street bisects the site from west to east connecting Tallac Avenue at Highway 50 to Rufus Allen Boulevard. This would act as the primary spine of vehicular access through the site with a new entry to the campground and civic center. Approximately 50 parallel parking spaces would be located along the two-lane access road. The Main Street could be closed for community events.
- The existing campground would be reconfigured and located more to the south. The campground would have approximately 141 spots, with 118 being spur sites for RVs and tents, and 17 cabin sites. It is anticipated the upgraded campground would be able to accommodate year-round camping and have full hook ups at most sites. One existing restroom would remain in place, one would be relocated, and a new restroom would be built for a total of three restroom buildings.
- The existing Ice Arena would remain with the possibility for a second sheet of ice located to the east where the current County Vector Control is located along with a new expanded parking lot along Rufus Allen Boulevard. This is not shown graphically in the master plan, but could be considered in the future.
- The existing County Vector Control is proposed to be relocated off site based on coordination between the City and County.
- The existing Recreation Center and adjacent parking is proposed to be removed and the site restored to a natural state allowing a buffer with the campground. The existing playground would remain and be incorporated into the site.
- The existing City Parks Maintenance yard is proposed to be relocated within the City.
- The existing Senior Center, History Museum, and Art Center would remain with proposed upgrades to create a cultural hub on the southwest side of the site. The historic cabins would be incorporated into a community green for small events and tours.
- Class 1 shared use paths will connect throughout the site to fill gaps in the regional bicycle and pedestrian system.




Proposed rendering showing a view of the Main Street at the 56 Acres entrance across from Tallac Avenue.



Illustration showing an event along the 56 Acres Main Street




Proposed rendering showing a view of the entrance of the new Multi-generational Recreation and Aquatic Center.



Illustration showing potential camping cabins within the new campground.



# Phasing, Funding, Operations & Maintenance

# PHASING AND FUNDING

The following outline describes a potential phasing approach dependent upon funding. Further coordination between the City of South Lake Tahoe and El Dorado County is needed.

- **First Phase:** Multi-generational Recreation and Aquatics Center
  - Phase 1: Site and Utility Work
  - Phase 2: Vertical Construction
- **Second Phase:** Build 3/4 of Main Street ending in a cul de sac near Highway 50 and build first phase of campground renovations (Tent and RV Sites)
- **Next Phase:** Camping Cabins
- **Next Phase:** Event Space, Adventure Play, and Fitness Play
- **Subsequent Phases** would include connecting Main Street to Highway 50, Civic Center, Cultural Hub, Lakeview Commons Extension, and demolition of existing Recreation Center and Vector Control.

**Funding:**

Funding sources may include but are not limited to:

California Prop 68

Air quality mitigation funds

Hazard mitigation funds

TRPA VMT reduction mitigation funds

City General Funds

Note that Measure P funds are prioritized to provide recreation improvements first.

**Legend**

- Recreation Center
- Main Street
- Camping Cabins
- Event Space
- Subsequent Phases



Lakeview Commons will be expanded to the east, left side of this photo.

# PHASING PLAN

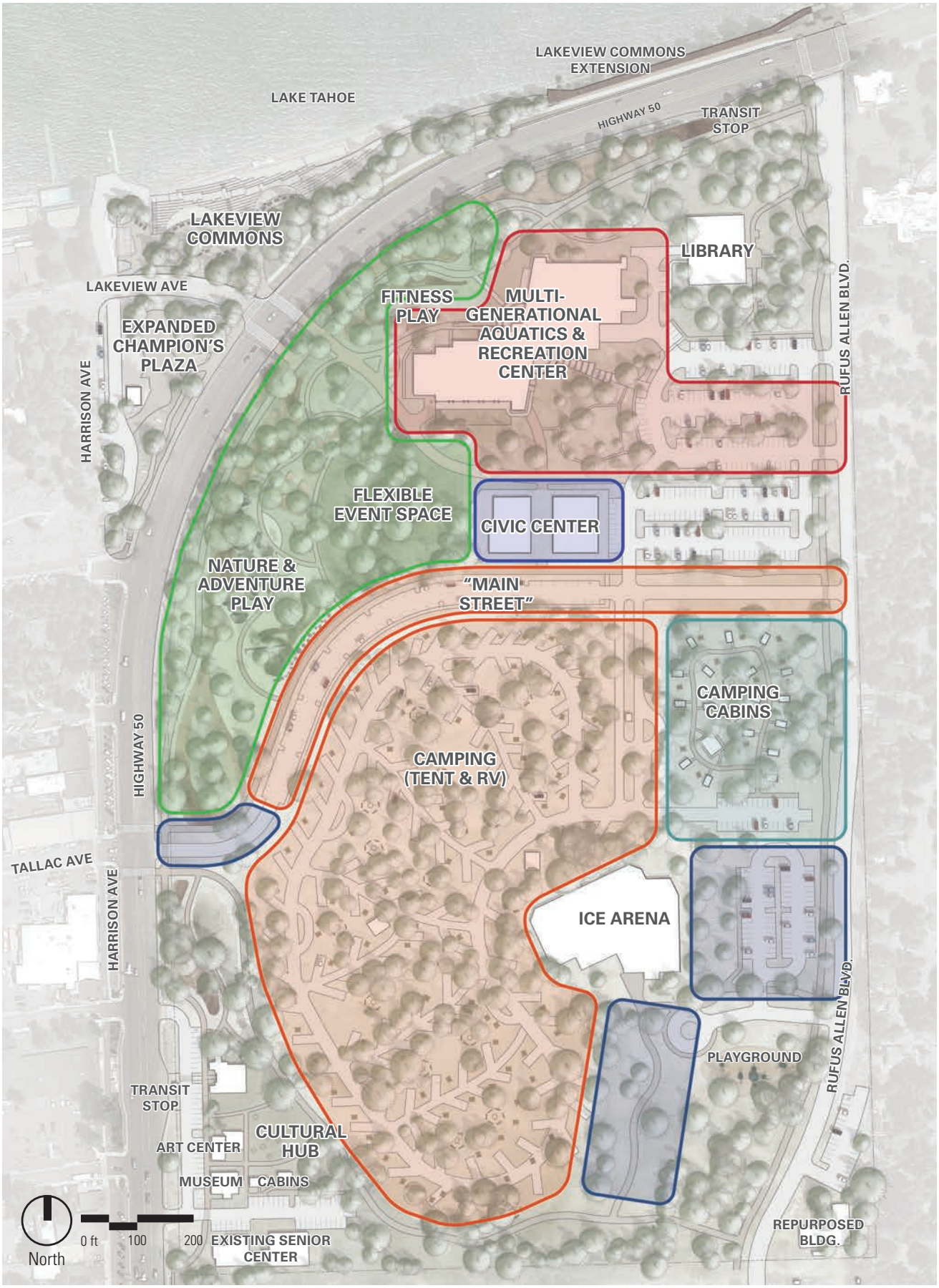



**Figure 27:** Phasing Plan

# OPERATIONS AND MAINTENANCE

The master plan recommends that City and County staff and representatives of elected officials work closely to develop a strategy that incorporates the day to day operations and maintenance considerations. The following Policies and Needs were developed from input given by City staff as a starting point.

**Policies**

1. Monitor and manage tree health.
   - » Pre-Construction: Catalog and evaluate trees to remove and trees to save on site. Establish tree protection plan that is to remain in effect for the duration of ALL construction activities, Consulting Arborist should be available during construction to advise on any pruning, tree protection, soil compaction issues, or underground pruning that might need to take place, or could otherwise alter tree protection plan.
   - » Post-Construction: Monitor preserved trees for a minimum of three years following turnover of project. Schedule regular evaluations of landscape and plantings to enforce any warranty claims. Ensure watering is adequate. Ensure snow storage solutions do not damage trees, displace mulching, or over saturate planting sites during thaw.
2. Staff the Parks Department to meet the long term needs of 56 Acres improvements.
   - » Maintenance Staffing Needs: Three, full time Maintenance level 1 or 2 employees to assist with janitorial/custodial needs for evenings, weekends, and regularly scheduled days. One, full time Maintenance level 3,4,or 5 to monitor and maintain site, potentially helping to direct staff depending on level of worker staffed on site.
   - » Document all assets, amenities, and needs as they are implemented, and revaluate on an annual basis.
3. Seek partnerships with stewardship groups and non profit organizations.
4. Develop policy to permit special events.
5. Develop policy to contract with concessionaires.
6. Develop policy to fundraise for improvements and maintenance.
   - » Any funds raised for Maintenance should be allocated by Maintenance. This way, equipment needs are not sacrificed for staff, and staffing needs will not be wasted on tools, etc.

**Needs**

1. Allow for a small location on site for maintenance of the campground, play areas, and grounds. The area shall include a maintenance shed, or other, separate facility that has power, heat, and some hard surface surrounding it.
2. Maintain a space on site for up to three city snow plows. Recognize the City's stated intent to be fully electric, make sure these sites can accommodate, or include charging stations. These sites would be best if they allow covered or partially covered parking.
3. Additional Staff
   - » Maintenance Staffing Needs: Three, full time Maintenance level 1 or 2 employees to assist with janitorial/custodial needs for evenings, weekends, and regularly scheduled days. One, full time Maintenance level 3,4,or 5 to monitor and maintain site, potentially helping to direct staff depending on level of worker staffed on site.
4. Equipment
   - » Two Gem Carts, miscellaneous small powered equipment for landscape needs, Two to three tracked walk behind snow blowers, small snow removal tractor similar to the Holder.
5. Cost estimates for maintenance (2022 dollars).
   - Equipment: $250,000
   - Labor Fully Burdened (Annually): $300,000
6. Cost estimates for phasing to be developed prior to implementation.





Photos of the inaugural Festival of WInter Lights, December 2021, located at the Cultural Hub of 56 Acres.


ENVISION
56 ACRES
MASTER PLAN

TAHOE REGIONAL PLANNING AGENCY

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775 588-4547
Fax: 775 588-4527
www.trpa.org

**PERMIT**

PROJECT DESCRIPTION: New Recreation and Aquatics Center

APNs: 026-050-005

FILE No: ERSP2021-1465

PERMITTEE: City of South Lake Tahoe

COUNTY/LOCATION: City of South Lake Tahoe / 3050 Lake Tahoe Boulevard, City of South Lake Tahoe

Having made the findings required by Agency ordinances and rules, the TRPA Governing Board approved the project on April 27, 2022, subject to the standard conditions of approval attached hereto (Attachment Q), and the special conditions found in this permit.

This permit shall expire on April 27, 2025, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of pouring concrete for a foundation and does not include grading, installation of utilities or landscaping. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

(1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
(2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
(3) THE PERMITTEE OBTAINS A CITY BUILDING PERMIT. TRPA'S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A CITY BUILDING PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
(4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

Paul Nielsen Digitally signed by Paul Nielsen DN: cn=Paul Nielsen, o=Tahoe Regional Planning Agency, ou, email=pnielsen@trpa.gov, c=US Date: 2022.04.28 16:09:27 -07'00'

4.28.22

TRPA Executive Director/Designee

Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s)

Date 7.18.22

PERMIT CONTINUED ON NEXT PAGE

**TRPA FILE ERSP2021-1465**
**APNs 026-050-005**

Excess Coverage Mitigation Fee (1): Amount $_____ Paid _____ Receipt No._____

Mobility Mitigation Fee (2): Amount $16,197.40 Paid _____ Receipt No._____

Notes:

(1) See Special Condition 3.F below.
(2) See Special Condition 3.E below.
(3) See TRPA Filing Fee Schedule.

Required plans determined to be in conformance with approval: Date: 3-31-22

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date: Paul Nielsen Digitally signed by Paul Nielsen DN: cn=Paul Nielsen, o=Tahoe Regional Planning Agency, ou, email=pnielsen@trpa.gov, c=US Date: 2022.07.19 08:46:36 -07'00' Ack for Phase 1 only-grading/utility work

TRPA Executive Director/Designee Date

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***SPECIAL CONDITIONS***

1. This permit authorizes the construction of a new recreation center building including a natatorium, gymnasium, kitchen, locker rooms, fitness spaces, assembly spaces, administration offices, and supporting spaces, along with associated site improvements (sidewalks, parking, utilities, drainage and landscaping). The new recreation center will replace the existing Recreation and Swim Complex. The existing library parking lot will be expanded to accommodate the parking demand from the project and will include five electric vehicle charging stations. The parking lot is located on the south side of the library which screens it from being visible from Highway 50. The approved building height is 38 feet 7 inches.

   The proposed recreation center will include two high school-sized courts and four middle school-sized courts. A three-lane suspended walk/jog track located will be located above the circulation area of the gym and an aerobics/dance studio will be provided as well as outside spaces for fitness. As a community facility, the Recreation Center will provide an arts and crafts classroom, wet classroom by the pools, and a commercial kitchen for community use, including for the County Senior Nutrition Program. Senior programs are anticipated to be provided at the Recreation Center, including both active recreation uses as well as passive, social spaces.

   Land coverage will be reduced by 44,617 square feet and banked for future use. A portion of the existing campground will be removed to accommodate the project however, an equal number of campsites will be reconstructed nearby as part of the next phase of the Master Plan implementation. The portion of the campground not affected by the project will remain open during construction of the Recreation and Aquatics Center. The project is assigned 211 Summer Use PAOTs. Commencement of construction on the building is prohibited until the community plan amendment approved by the TRPA Governing Board becomes effective on May 23, 2022.

2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.

3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:

   A. The final plans plan shall be revised to include:

      1) The location of all proposed trash enclosures.
      2) A note indicating: "Dust control measures shall be in place during construction. Broadcast mulch shall not be permitted as a dust control measure within 35 feet of structures."

   B. The final plans shall demonstrate how new combustion appliances conform to the air quality standards found in Subsection 65.1.4 and other applicable provisions of the TRPA Code. TRPA emission standards shall be noted and compared to the published emissions from proposed devices such as, but not limited to, water heaters and central furnaces.

   C. The permittee shall provide evidence that all basic service requirements for minimum fire flow will be met or exceeded in accordance with Section 32.4.A., Table 32.4.2-1 of the TRPA Code and local fire code requirements. Final plans shall show approval from the applicable fire district.

   D. A BMP INSPECTION AND MAINTENANCE PLAN shall be submitted detailing necessary maintenance activity and schedules for all BMPs installed on the property. All BMPs shall be maintained subject to the INSPECTION AND MAINTENANCE PLAN approved as part of this permit. All maintenance activities shall be recorded in a corresponding maintenance log. This log shall be maintained for the life of the property and made available for inspection by TRPA staff. If this log is not complete, TRPA will assume that maintenance has not been performed and reserves the right to revoke the BMP Certificate of Completion.

   E. The permittee shall submit a $16,197.40 mobility mitigation fee ($21.80 x 743 VMT = $16,197.40).

   F. The affected property has 102,651 square feet of excess land coverage. The permittee shall mitigate a portion or all of the excess land coverage on this property by removing coverage within Hydrologic Transfer Area 4 – South Stateline or by submitting an excess coverage mitigation fee.

      To calculate the amount of excess coverage to be removed, use the following formula: Estimated project construction cost multiplied by the fee percentage of .04% (as identified in Table 30.6.1-2 of Subsection 30.6.1.C.3, Chapter 30 of the TRPA Code of Ordinances) divided by the mitigation factor of 8. If you choose this option, please revise your final site plans and land coverage calculations to account for the permanent coverage removal.

      An excess land coverage mitigation fee may be paid in lieu of permanently retiring land coverage. The excess coverage mitigation fee shall be calculated as follows:
      Coverage reduction square footage (as determined by formula above) multiplied by the coverage mitigation cost fee of $8.50 for projects within Hydrologic Transfer Area 4, South

Stateline. Please provide a construction cost estimate by your licensed contractor, architect or engineer. In no case shall the mitigation fee be less than $200.00.

G. The permittee shall submit a Dust Control Plan to be implemented during construction.

H. The permittee shall submit a final exterior lighting plan consistent with the requirements of the TRPA Code of Ordinances.

I. The permittee shall submit final building color and material samples. The permittee shall submit a darker shade color sample for the light grey exterior concrete building walls for TRPA review and approval.

J. The permittee shall submit final building material storage and construction equipment staging plans.

K. The permittee shall submit a BMP retrofit schedule for the entire project area.

L. The permittee shall submit a project construction schedule.

M. The permittee shall submit final construction plans.

4. To maintain the camping capacity available to the public, the City of South Lake Tahoe shall reconfigure the campground to maintain overnight recreation opportunities equivalent to 712 summer overnight PAOTs within the 56 Acre Park. Summer overnight recreation capacity may be decreased temporarily during project construction. However, reconfiguration of the campground must be initiated by 2024, and 712 summer overnight PAOTs will be available for public use no later than 2026.

5. If a prehistoric archeological site (such as midden soils, stone tools, chipped stone, baked clay, or concentrations of shell or bone) or a historic-period archaeological site (such as structural features, concentrated deposits of bottles, or other historic refuse) is uncovered during grading or other construction activities, all ground-disturbing activity within 100 feet of the discovery shall be halted until a qualified archaeologist can assess the significance of the find. The City will be notified of the potential find and a qualified archaeologist shall be retained to investigate its significance. If the find is a prehistoric archeological site, the appropriate Native American group shall be notified. Any previously undiscovered resources found during construction will be recorded on appropriate California Department of Parks and Recreation 523 forms and evaluated for significance under all applicable regulatory criteria. If the archaeologist determines that the find does not meet the CRHR standards of significance for cultural resources, construction may proceed. If the find is determined to be significant by the qualified archaeologist (i.e., because the find is determined to constitute either an historical resource, a unique archaeological resource, or tribal cultural resource), the archaeologist shall work with the City to follow accepted professional standards such as further testing for evaluation or data recovery, as necessary. If artifacts are recovered from significant historic archaeological resources, they shall be housed at a qualified curation facility. The results of the identification, evaluation, and/or data recovery program for any unanticipated discoveries shall be presented in a professional-quality report that details all methods and findings, evaluates the nature and significance of the resources, and analyzes and interprets the results.

6. In consultation with the California Office of Historic Preservation, the City shall develop an interpretive sign display at the recreation center concerning the history of the Pony Express Trail. The sign display shall be developed by a qualified professional such as a historian or interpretive sign specialist. The sign display shall be installed prior to opening the Recreation and Aquatics Center.

7. Excavations are limited to 16 feet below ground surface pursuant to the TRPA Soils Hydrologic Waiver LCAP2020-0442.

8. Prior to the opening of the Recreation and Aquatics Center the City of South Lake Tahoe shall discontinue all use of the existing swim and recreation center. Any proposed future use of the existing swim and recreation center building is contingent upon review and approval of a TRPA Change in Operation application.

9. All utility connections for the proposed project shall be undergrounded.

10. All surplus construction waste materials shall be removed from the project and deposited only at approved points of disposal.

11. The construction of a concrete washout facility is prohibited unless approved in writing by a TRPA Environmental Specialist.

12. New signs are subject to City of South Lake Tahoe review and approval in accordance with the City of South Lake Tahoe-TRPA MOU.

13. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

14. Any normal construction activities creating noise in excess to the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 A.M. and 6:30 P.M.

15. The permittee is responsible for insuring that the project, as built, does not exceed the approved land coverage figures shown on the site plan. The approved land coverage figures shall supersede scaled drawings when discrepancies occur.

16. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season.

17. Grading is prohibited any time of the year during periods of precipitation and for the resulting period when the site is covered with snow, or is in a saturated, muddy, or unstable condition.

18. All Best Management Practices shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.

19. Any change to the project requires approval (except for TRPA exempt activities) of a TRPA plan revision permit prior to the changes being made to any element of the project (i.e. structural modifications, grading, BMPs, etc.). Failure to obtain prior approval for modifications may result in monetary penalties.

20. Temporary and permanent BMPs may be field-fit as appropriate by the TRPA inspector. Parking barriers may be required at discretion of the inspector.

21. Fertilizer use shall be in accordance with the Fertilizer Management standards in TRPA Code 60.1.8.

22. Excavation equipment is limited to approved construction areas to minimize site disturbance. No grading, excavation, storage or other construction related activities shall occur outside the area of disturbance.

23. The permittee shall prepare and provide photographs to the TRPA Compliance Inspector that have been taken during construction that demonstrate any subsurface BMPs or trenching and backfilling proposed on the project have been constructed correctly (depth, fill material, etc.).

24. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board (including individual members), its Planning Commission (including individual members), its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, administrative appeal, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

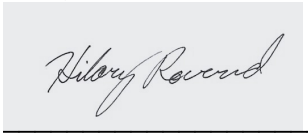
    Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise, or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

END OF PERMIT

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**15

**Agenda Item:** Resolution Reaffirming the City's Commitment to the Rights, Dignity, and Safety of all Residents

**Executive Summary:** At the meeting on February 24, 2026, Councilmember Robbins (seconded by Councilmember Horgan), requested that this resolution, which was presented by a member of the public during non-agenda public comment on February 10, 2026, be brought back to Council at a future meeting for consideration.

**Requested Action / Suggested Motions:** Consider passing a Resolution reaffirming the City's commitment to the rights, dignity, and safety of all residents, regardless of immigration status, and opposing unconstitutional Federal enforcement actions and overreach.

**Responsible Staff Member:** Hilary Roverud, Interim City Manager

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

**Attachments:**

01-Staff Report - Resolution.docx
02-Resolution.docx

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

## Meeting Date: March 24, 2026

**Title:** Resolution Reaffirming the City's Commitment to the Rights, Dignity, and Safety of all Residents.

**Location:** Citywide

**Responsible Staff Member:** Hilary Roverud, Interim City Manager

**Background:** At the February 24, 2026 meeting, Councilmember Robbins requested that the resolution supporting the immigrant community presented to Council at a previous meeting be brought back for consideration by Council. Councilmember Horgan seconded the request.

**Issue and Discussion:** The attached resolution restates the city's commitment to public safety, diversity, inclusivity, and community trust. The resolution also restates the city's policy of compliance with state and federal laws regarding cooperation with federal immigration enforcement actions. The resolution further states the city's opposition to federal immigration enforcement actions that violate the United States Constitution. The resolution would not prohibit the City Police Department from continuing to collaborate with federal agencies on non-immigration related law enforcement and threats to public safety.

**Financial Implications:** There are no financial implications associated with adopting this resolution.

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

**Policy Implications:** The City Strategic Plan prioritizes the ability for everyone who works here to live here.

# Resolution 2026-XXX

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

## March 24, 2026

## Reaffirming the City's Commitment to the Rights, Dignity, and Safety of all Residents, Regardless of Immigration Status, and Opposing Unconstitutional Federal Enforcement Actions and Overreach

**BACKGROUND**

A. The City of South Lake Tahoe (the "City") is a diverse mountain community that thrives because of the contributions of residents of many backgrounds, including immigrants who are essential to the local workforce, economy, culture, and alpine heritage; and

B. Maintaining trust between the City government (including the South Lake Tahoe Police Department) and all residents is essential to effective public safety, emergency response, and community well-being; and

C. When residents fear immigration enforcement, they are less likely to report crimes, seek medical assistance, attend school, or participate in civic life, which undermines public safety for the entire community; and

D. California's Values Act (SB 54) limits the use of state and local resources for federal civil immigration enforcement in order to preserve community trust and focus local law enforcement on public safety; and

E. The City is committed to full compliance with SB 54 and other applicable state and federal laws, and to ensuring that City resources are used to serve local priorities and constitutional obligations; and

F. Recent federal actions, including the use of militarized enforcement tactics and deployment of federal agents without coordination with local jurisdictions, have raised serious concerns regarding constitutional rights, due process, life safety, and local authority over public safety.

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

SECTION 1. Reaffirmation of Sanctuary Policies
The City of South Lake Tahoe reaffirms its longstanding policy of being a welcoming and inclusive community for all residents. Consistent with California law, no City department, official, or employee shall use City funds, personnel, equipment, or facilities to assist in the enforcement of federal civil immigration law, except as required by law.

SECTION 2. Limits on Cooperation with Federal Immigration Enforcement
Except as required by state or federal law, City employees and the South Lake Tahoe Police Department shall not:

- Honor or respond to immigration detainer requests or administrative warrants that are not accompanied by a judicial warrant signed by a judge;
- Provide federal immigration authorities access to non-public areas of City property without a judicial warrant;
- Inquire into or collect information regarding an individual's immigration status during routine City business or law enforcement activities;
- Share non-public personal information, including home addresses or work schedules, for purposes of civil immigration enforcement.

SECTION 3. Opposition to Unconstitutional Federal Overreach
The City Council formally opposes federal immigration enforcement actions that violate constitutional protections, including the Fourth and Fifth Amendments of the United States Constitution, or that undermine civil liberties through intimidation, excessive force, or lack of due process. The City Attorney is directed to monitor federal actions impacting the City and to take appropriate action, consistent with the City's authority, to protect the rights of South Lake Tahoe residents.

SECTION 4. Protection of City Resources
The City Manager shall ensure that City resources remain focused on local priorities, including public safety, snow removal, housing, and infrastructure, and are not diverted to support federal civil immigration enforcement activities.

SECTION 5. Community Education and Rights Awareness
The City shall collaborate with community-based organizations and non-profits to provide "Know Your Rights" information in English, Tagalog, and Spanish, informing residents of their rights under the United States Constitution and California law.

Adopted by the City of South Lake Tahoe City Council on March 24, 2026, by the following vote:
Yes:
No:
Absent:
Abstain:
Date:

_____
Cody Bass,Mayor

Attest:

_____
Susan Blankenship, City Clerk

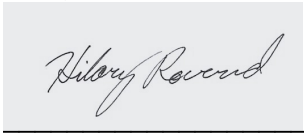
*The presence of electronic signature certifies that the foregoing is a true and correct*

*copy as approved by the South Lake Tahoe City Council.*

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** March 24, 2026
**Agenda Item #:**16

**Agenda Item:** Recreation Joint Powers Authority Amendment #3 to Agreement & Joint Community Facilities Amendment #3 to Agreement

**Executive Summary:** The South Lake Tahoe Recreation Facilities Joint Powers Authority (JPA) consists of City of South Lake Tahoe (City), El Dorado County (County) and Tahoe Paradise Resort Improvement District (TPRID). The JPA is in the process of creating a June 2026 ballot measure known as Measure G to extend the collection of JPA Special Taxes by a period of 30 years, beginning with the 2030-2031 fiscal year and continuing through the 2059-2060 fiscal year. The JPA is also proposing amendments to the JCFA, effective upon the ballot measure passing. The County Board of Supervisors and the TPRID board have expressed approval of the third amendment as proposed. With voter approval of Measure G, City facilities would receive the following financial implications: â€¢ Increase the annual contribution for maintenance of the Community Playfields at Lake Tahoe Community College (LTCC) from $50,000 to $90,000. â€¢ Broadens bike trails eligible for JPA maintenance funds within the City and County to existing and new Class 1 or shared-use bicycle trails. â€¢ Increase annual bicycle trail maintenance payments to the City and County from $5,000/mile to $10,000/mile for all eligible trails. â€¢ Allows for all remaining special tax funds not needed to administer the JPA or to make the prescribed payments noted above, to be awarded to the City and County by the JPA, after consultation with the Bicycle Advisory Committee, for the maintenance and improvement of the bicycle trail network located in the CFD that is owned and operated by the City or County, respectively, and for other bicycle related facilities, services and/or programs within the CFD.

**Requested Action / Suggested Motions:**

Pass a Motion authorizing and directing the Mayor to execute the Third Amendment to the Joint Powers Agreement creating the South Lake Tahoe Recreation Facilities Joint Powers Authority with El Dorado County and Tahoe Paradise Recreation Park District and execute the Third Amendment to the Amended Joint Community Facilities Agreement.

**Responsible Staff Member:** Hilary Roverud, Interim City Manager, and John Stark, Director of Parks & Recreation

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

**Attachments:**

01-Staff_Report-Recreation_JPA_Amendment__3_to_Agreement 3.17.docx
02-3rd Amendment to JPA- Measure S-Final.pdf
03-3rd Amendment to Joint Community Facilities Agreement- Final.pdf

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

**Meeting Date:** March 24, 2026

**Title:** Recreation Joint Powers Authority Amendment #3 to Agreement & Joint Community Facilities Amendment #3 to Agreement

**Location:** Citywide

**Responsible Staff Member:** Hilary Roverud, Interim City Manager
John Stark, Director of Parks & Recreation

**Background:** The South Lake Tahoe Recreation Facilities Joint Powers Authority (JPA) consists of City of South Lake Tahoe (City), El Dorado County (County) and Tahoe Paradise Resort Improvement District (TPRID). The Joint Community Facilities Agreement (JCFA) outlined the following restricted uses of JPA funds to the following public facility locations approved in 2000 by voters through Measure S which provided for:

- $3,800,000 to the City for constructing the South Lake Tahoe Ice Arena, at 1170 Rufus Allen Blvd., South Lake Tahoe;
- $1,300,000 to the City to construct up to four new athletic fields on and/or adjacent to Lake Tahoe Community College (LTCC);
- $200,000 to the Tahoe Paradise Resort Improvement District (TPRID) for new public recreation facilities;
- $50,000 annually for maintenance of the athletic fields; $50,000 annually for maintenance of the TPRID facilities; and $5,000/mile annually for maintenance of new Class 1 or shared-use bicycle trails.

The second amendment to the JCFA in 2011 was accomplished through Resolution 2011-02, the Resolution calling an election, which was submitted to, and approved by, the voters as Measure R in November 2011. The complete text of Measure R was included in this Resolution and it modified Section 2 of the Amended JCFA by modifying the “Description of Facilities” to provide for renovations and capital improvements to youth ball fields and to provide for rehabilitation of separated bicycle trails that were in existence prior to the passage of Measure S on September 19, 2000. This Resolution modified Section 4 of the Amended JCFA by modifying the “Description of Services” to include maintenance of the rehabilitated bicycle trails noted above and contained other provisions regarding maintenance of separated and other bicycle trails. This Resolution also created a Bicycle Advisory Committee and a Fields Advisory Committee, provisions which are not a part of the JCFA.

Inside the City limits the annual Measure S funds are used for:

1. $12,000 for Bike Trail snow removal;

2. $50,000 for Community Playfields maintenance; and

3. $5,000/mile/year for bike trail maintenance.

Under Measure S, the last year for collection of JPA Special Taxes is 2030-2031, with the final bond payment being September 1, 2030. At that time the JPA will cease to exist when the debt is paid off. The JPA debt will be gone, but so will the maintenance funds that the fields and bicycle trails have relied upon. There is currently no identified alternative source of funding for these maintenance needs. Currently this brings in approximately $650,000 annually to support these facilities on the South Shore.

**Issue and Discussion:**

The JPA is in the process of creating a June 2026 ballot measure known as Measure G to extend the collection of JPA Special Taxes by a period of 30 years, beginning with the 2030-2031 fiscal year and continuing through the 2059-2060 fiscal year. The JPA is also proposing amendments to the JCFA, effective upon the ballot measure passing.

The proposed third amendment to the JCFA includes the following:

- Adds recitals to clarify that the Tahoe Paradise Resort Improvement District was reorganized under Community Services District law as Tahoe Paradise Recreation and Park District.
- Leaves Sections 1, 2 & 3 unchanged – contains the historical provisions related to the transfer of land for construction of ball fields, bond provisions to construct the Ice Arena, ball fields, and improvements to Tahoe Paradise Park, and outlines ownership, operation and maintenance of the Ice Arena and ball fields after construction.
- Replaces Section 4 in its entirety to conform to the proposed provisions in the Third Amendment to the Joint Exercise of Powers Agreement Creating the South Lake Tahoe Recreation Facilities Joint Powers Authority. These are summarized below:

    1. Increases the JPA's annual contribution for maintenance of the Community Playfields at Lake Tahoe Community College (LTCC) from $50,000 to $90,000. These funds are paid to the City and then transferred to the Community Play Consortium.

    2. Increases the JPA's annual contribution for maintenance of Tahoe Paradise Park from $50,000 to $135,000.

    3. Provides for an annual $90,000 contribution to Lake Tahoe Unified School District (LTUSD) towards maintenance of fields on their property. Currently no JPA funds are paid to LTUSD.

4. Broadens bike trails eligible for JPA maintenance funds within the City and County to existing and new Class 1 or shared-use bicycle trails.

5. Increases annual bicycle trail maintenance payments to the City and County from $5,000/mile to $10,000/mile for all eligible trails.

6. Provision for modifying the allocation of special taxes: The JPA may modify the above allocations of special taxes, but only if the proposed change has first been submitted to and approved by the governing boards of the JPA's member agencies.

7. Allows for all remaining special tax funds not needed to administer the JPA or to make the prescribed payments noted above, to be awarded to the City and County by the JPA, after consultation with the Bicycle Advisory Committee, for the maintenance and improvement of the bicycle trail network located in the Community Facilities District (CFD) that is owned and operated by the City or County, respectively, and for other bicycle related facilities, services and/or programs within the CFD.

- Leaves Section 5 & 6 unchanged pertaining to executing the agreement in counterparts and that the Agreement is interpreted in accordance with the laws of the State of California.

The JPA is seeking the support of the City Council as one of the three governing boards represented in the JPA before the third amendment of the JCFA goes to voters in June 2026 as Measure G. The County Board of Supervisors and the TPRID board have expressed approval of the third amendment as proposed.

**Financial Implications:** With voter approval of Measure G, City facilities would receive the following financial implications:

- Increase the annual contribution for maintenance of the Community Playfields at Lake Tahoe Community College (LTCC) from $50,000 to $90,000.
- Broadens bike trails eligible for JPA maintenance funds within the City and County to existing and new Class 1 or shared-use bicycle trails.
- Increase annual bicycle trail maintenance payments to the City and County from $5,000/mile to $10,000/mile for all eligible trails.
- Allows for all remaining special tax funds not needed to administer the JPA or to make the prescribed payments noted above, to be awarded to the City and County by the JPA, after consultation with the Bicycle Advisory Committee, for the maintenance and improvement of the bicycle trail network located in the CFD that is owned and operated by the City or County, respectively, and for other bicycle related facilities, services and/or programs within the CFD.

If voters do not approve Measure G, the last year for collection of JPA Special Taxes is 2030-2031, with the final bond payment being September 1, 2030. At that time the JPA will cease to exist.

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

**Policy Implications:** This action is consistent with the 2025-2030 Strategic Plan Strategic Priorities 7.3 Increase connectivity and safety; 7.7 Continue to improve access for people of all abilities to all public spaces.

**THIRD AMENDMENT TO THE**
**JOINT EXERCISE OF POWERS AGREEMENT**
**CREATING THE**
**SOUTH LAKE TAHOE RECREATION**
**FACILITIES JOINT POWERS AUTHORITY**

THIS THIRD AMENDMENT TO THE JOINT POWERS AGREEMENT (the "Amendment") is entered into as of _____, 2026, among the City of South Lake Tahoe (the "City"), the County of El Dorado (the "County") and the Tahoe Paradise Recreation & Park District, formerly the Tahoe Paradise Resort Improvement District (the "Park") and, collectively with the County and the City, the "Parties".

RECITALS

WHEREAS, the Parties have entered into a Joint Exercise of Powers Agreement Creating the South Lake Tahoe Recreation Facilities Joint Powers Authority (the "JPA Agreement") as of May 5, 2000, which created the South Lake Tahoe Recreation Facilities Joint Powers Authority (the "Authority");

WHEREAS, the JPA Agreement defines the Facilities, Services and Incidental Expenses the Authority is authorized to finance and complete for the Community Facilities District No. 2000-1 of the South Lake Tahoe Recreation Facilities Joint Powers Authority (the "District") by reference to Exhibit "A" attached to the JPA Agreement;

WHEREAS, the JPA adopted Ordinance 01-1 on January 18, 2001, authorizing the Levy of a Special Tax Within Community Facilities District No. 2000-1 of the South Lake Tahoe Recreation Facilities Joint Powers Authority (the "Special Tax Levy");

WHEREAS, the Authority received voter approval to expand its authority to include renovations and maintenance of, and capital improvements to softball and baseball facilities located in South Lake Tahoe, California.

WHEREAS, the Authority received voter approval to expand its authority to include rehabilitation and maintenance of separated bicycle trails located in the District and owned or operated by the City or the County that were in existence prior to September 19, 2000 (date of passage of Measure S). As used herein, the term "separated" bicycle trail" has the same meaning as a "Class 1 bikeway" as defined in California Streets and Highways Code Section 890.4(a) ("Provides a completely separated right of way for the exclusive use of bicycles and pedestrians with cross flow minimized.")

WHEREAS, the Authority received voter approval to expand its authority to include funding of other bicycle related facilities, services, and/or programs within the District that promote and/or enhance bicycling within the District.

WHEREAS, the last year for collection of the Special Tax Levy is 2029-30, with the bonds being paid off on September 1, 2030.

WHEREAS, with no Special Tax Levy, approximately $300,000 in funding for the District will be lost.

WHEREAS, maintenance costs have inflated over the 30-year life of the bond, with little ability to be increased.

WHEREAS, the ability to address inflationary pressures that limit the extent of maintenance with the Special Tax revenues levied at current levels can be partially or wholly offset with a 2% (compounded) annual assessment rate increase beginning in fiscal year 2031-2032.

WHEREAS, extension of the Special Tax levy for a period of thirty (30) years beginning in fiscal year 2030-31, solely for purposes of financing Services and Incidental Expenses described in Exhibit A hereto (the "Services and Incidental Expenses"), will initially make available approximately $355,000 to finance such Services and Incidental Expenses.

WHEREAS, limiting the extension of the Special Tax authorization to a period of thirty (30) years will allow voters the opportunity to consider again whether the Special Tax should continue to be levied thereafter.

WHEREAS, the 30-year extension of the Special Tax, the change to the Rate and Method of Apportionment of Special Tax for the District providing for annual increases in the amount of the Special Tax and other matters described therein, and the modification of the Facilities, Services, and Incidental Expenses previously authorized to be financed by the District to conform to Exhibit A hereto (collectively, the "Changes") will require a 2/3 vote of approval by the registered voters within the territory of the District;

WHEREAS, this Amendment will:

(a) be consistent with the ballot measure set forth in the resolution entitled "A RESOLUTION CALLING AN ELECTION TO VOTE ON A PROPOSAL TO CHANGE THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITES DISTRICT NO. 2000-1 OF THE SOUTH LAKE TAHOE RECREATION FACILITIES JOINT POWERS AUTHORITY INCLUDING TO EXTEND THE TERM OF THE SPECIAL TAX FOR THIRTY YEARS COMMENCING WITH FISCAL YEAR 2030-31, TO PROVIDE FOR ANNUAL INCREASES IN THE AMOUNT OF THE SPECIAL TAX, COMMENCING WITH FISCAL YEAR 2031-32, TO REVISE THE LIST OF SERVICES AND INCIDENTAL EXPENSES TO BE FINANCED BY COMMUNITY FACILITES DISTRICT NO. 2000-1 ON AND AFTER JULY 1, 2030, AND TO MAKE CERTAIN OTHER

CHANGES TO THE ADMINISTRATION OF THE DISTRICT" adopted by the Authority on January 22, 2026, and will

(b) have no material adverse effect on the owners of any outstanding bonds or other indebtedness of the District.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. Recitals. The above recitals are true and correct.

SECTION 2. Definitions. Unless the context otherwise requires, the terms defined in Section 3 of the JPA shall have the meanings set forth therein.

SECTION 3. Amendments to JPA Agreement.

A. Exhibit "A" to the JPA Agreement is modified and superseded in its entirety by the Description of Facilities, Services and Incidental Expenses to be Financed by Community Facilities District No. 2000-1 of the South Lake Tahoe Recreation Facilities Joint Powers Authority Commencing with and Effective on July 1, 2030, attached hereto as Exhibit "A" and incorporated herein.

B. Extend the Special Tax Levy by thirty (30) years commencing with fiscal year 2030-31 and increase the maximum amount of the Special Tax in fiscal year 2031-32 and annually thereafter by two percent (2%) of the amount of the Maximum Special Tax (defined in the Amended Rate and Method of Apportionment) for the prior fiscal year as provided in the Amended Rate and Method of Apportionment. The Special Tax revenues received by the District shall be allocated as follows:

> In each fiscal year that the Special Tax is levied, the Authority shall cause the CFD to pay the following amounts from the special taxes collected in such fiscal year:
>
> > (a) to the City the sum of $90,000 per fiscal year to be used for the maintenance and improvement of the existing or new community play fields and related support facilities located on or adjacent to Lake Tahoe Community College and operated by the Community Play Consortium and for no other purpose;
> >
> > (b) to the Park the sum of $135,000 per fiscal year to be used for the maintenance and improvement of public recreation and support facilities located on property currently owned by the Park and for no other purpose;
> >
> > (c) to the Lake Tahoe Unified School District the sum of $90,000 per fiscal year to be used for the maintenance and improvement of the existing or new community play fields located on property currently

owned and operated by the Lake Tahoe Unified School District and for no other purpose;

(d) to the City and to the County the sum of $10,000 per mile per fiscal year for maintenance and improvement of each mile of existing or new shared use or Class 1 bicycle trail that is located in the CFD and is owned or operated by the City or County, respectively; and

(e) to the extent Special Taxes collected in such fiscal year remain after paying for the administration of the CFD and the Authority, after payment to the City, County, Park and Lake Tahoe Unified School District pursuant to (a) through (d) above, and upon approval by the Authority after consultation with the Bicycle Advisory Committee, all other available amounts per fiscal year may be used by the City and County to pay for Facilities, Services, and Incidental Expenses (as defined in Resolution No. 2025-01, adopted by the Governing Board of the Authority on December 18, 2025) related to maintenance and improvement of the bicycle trail network located in the CFD that is owned and operated by the City or County, respectively, and for other bicycle related facilities, services and/or programs within the CFD, and for no other purpose.

The allocation of special taxes available after payment of the expenses of administering the CFD and the Authority can be modified by the Governing Board of the Authority if the Governing Board determines that the modified allocation is reasonable in light of the then current circumstances. Prior to the Authority making the changed allocation, the proposed change shall have been submitted to and approved by the governing boards of the Authority's member agencies. Special taxes allocated to the City, the County, the Park, and the Lake Tahoe Unified School District shall be used for the purposes specified above and for no other purpose.

In the event insufficient Special Tax revenues are collected to pay the amounts described in (a) through (d), the payments in (a) through (d) will be reduced proportionally."

SECTION 4. Approval by Voters. The Authority shall undertake such proceedings as are necessary under the Act to obtain approval of the Changes by the voters within the territory of the District

SECTION 5. Effective Date. This Amendment shall become effective upon the approval by the voters in the District of the Changes described in the Resolution of Consideration adopted by the Authority on December 18, 2025, and the Resolution Calling An Election scheduled for January 22, 2026.

SECTION 6. Remainder of JPA Agreement Valid. Except as expressly amended herein, the JPA Agreement shall remain valid and in full force and effect.

SECTION 7. Notice. Notice of this Amendment shall be given as required by Section 6503.5 of the Government Code.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date first above written.

**-- C O U N T Y O F E L D O R A D O --**

**By:**_____
Chair, Board of Supervisors

**ATTEST:**
**Clerk of the Board of Supervisors**

**By:** _____ **Date:**_____

**-- C I T Y O F S O U T H L A K E T A H O E --**

**By:**_____
**Mayor**

**ATTEST:**
**City Clerk**

**By:**_____ **Date:**_____

**--TAHOE PARADISE RECREATION & PARK DISTRICT**

**By:**_____
Chair, Board of Directors

**ATTEST:**
**Clerk of the Board**

**By:**_____ **Date:**_____

EXHIBIT A

DESCRIPTION OF FACILITIES, SERVICES AND INCIDENTAL EXPENSES TO BE FINANCED BY COMMUNITY FACILITIES DISTRICT NO. 2000-1 OF THE SOUTH LAKE TAHOE RECREATION FACILITIES JOINT POWERS AUTHORITY COMMENCING WITH AND EFFECTIVE ON JULY 1, 2030

Description of Facilities

The Facilities to be funded by the District include construction, renovation, and improvement of the following, whether existing or new, located in or near or otherwise benefiting the District:

1. Bicycle trails, bicycle lanes, and other facilities that support, promote, and/or enhance bicycling and/or the use of bicycle transportation improvements and amenities within the District;

2. Tahoe Paradise Park improvements, including play equipment and athletic fields, and related facilities, including but not limited to parking, restrooms, spectator seating, concession stands, storage, and other park, sporting, and recreational amenities;

3. Other public athletic fields and related improvements and amenities located in or benefiting the District;

Description of Services

The services to be funded by the District include:

1. Maintenance and operation of existing or new public athletic fields and support facilities located on or adjacent to Lake Tahoe Community College;

2. Maintenance and operation of public recreation and support facilities located on property currently owned by the Tahoe Paradise Recreation and Park District;

3. Maintenance and operation of existing or new public athletic fields and support facilities located on Lake Tahoe Unified School District property;

4. Maintenance and operation of existing or new shared-use or Class 1 bicycle trails as defined in California Streets and Highways Code Section 890.4(a) located in the District and owned or operated by the City of South Lake Tahoe or the County of El Dorado;

5. Bicycle-related maintenance, services and/or programs within the District that promote and/or enhance bicycling within the District; and

6. Maintenance and operation of any other Facilities permitted to be funded by the District.

Description of Incidental Expenses

The incidental expenses to be funded by the District include:

1. The cost of engineering, planning, and designing of any Facilities permitted to be funded by the District;

2. All costs associated with the creation of the District and the Authority, amendments to and administration of the Joint Exercise of Powers Agreement Creating the Authority and the Joint Community Facilities Agreement among the Authority, the City of South Lake Tahoe, the County of El Dorado, and the Tahoe Paradise Recreation & Park District, and the determination, levy, and collection of the special tax; and

3. Any other costs incurred to carry out the authorized purposes of the District and to administer the District and the Authority.

# 3rd Amendment to Amended Joint Community Facilities Agreement dated as of July 11, 2000 (the "3rd Amendment"), by and among the City of South Lake Tahoe (the "City"), the County of El Dorado (the "County"), the Tahoe Paradise Recreation and Park District ("the Park"), and the South Lake Tahoe Recreation Facilities Joint Powers Authority (the "Authority")

**Recitals:** All recitals in the Amended Joint Facilities Agreement of July 11, 2000 shall remain unchanged. The following additional recitals shall be added:

WHEREAS, the Tahoe Paradise Resort Improvement District was reorganized under Community Services District law as Tahoe Paradise Recreation and Park District under Local Agency Formation Commission legislation in 2017; and

WHEREAS, the legislation was specific to Resort Improvement Districts in the State of California, and had provisions that established that the reorganization did not in any way affect the entitlements and all other conditions that Tahoe Paradise Resort Improvement District had enjoyed as a Resort Improvement District.

NOW THEREFORE, in all locations of this Agreement in which "Improvement District" is employed, that will now be referred to as the "Park."

**Section 1, Section 2 and Section 3 remain unchanged**.

**Section 4: The following provisions will take effect on July 1, 2030, if at that time the Authority is still assessing Special Taxes for Community Facilities District No. 2000-1 of the South Lake Tahoe Recreation Facilities Joint Powers Authority (the "CFD")**:

"In each fiscal year that the Special Tax is levied, the Authority shall cause the CFD to pay the following amounts from the special taxes collected in such fiscal year:

(a) to the City the sum of $90,000 per fiscal year to be used for the maintenance and improvement of the existing or new community play fields and related support facilities located on or adjacent to Lake Tahoe Community College and operated by the Community Play Consortium and for no other purpose;

(b) to the Park the sum of $135,000 per fiscal year to be used for the maintenance and improvement of public recreation and support facilities located on property currently owned by the Park and for no other purpose;

(c) to the Lake Tahoe Unified School District the sum of $90,000 per fiscal year to be used for the maintenance and improvement of the existing or new community play fields and support facilities located on property owned and operated by the Lake Tahoe Unified School District and for no other purpose;

(d) to the City and to the County the sum of $10,000 per mile per fiscal year for maintenance and improvement of each mile of existing or new shared use or Class 1 bicycle trail that is located in the CFD and is owned or operated by the City or County, respectively; and

(e) to the extent Special Taxes collected in such fiscal year remain after paying for the administration of the CFD and the Authority, after payment to the City, County, Park and Lake Tahoe Unified School District pursuant to (a) through (d) above, and upon approval by the Authority after consultation with the Bicycle Advisory Committee, all other available amounts per fiscal year may be used by the City and County to pay for Facilities, Services, and Incidental Expenses (as defined in Resolution No. 2025-01, adopted by the Governing Board of the Authority on December 18, 2025) related to maintenance and improvement of the bicycle trail network located in the CFD that is owned and operated by the City or County, respectively, and for other bicycle related facilities, services and/or programs within the CFD, and for no other purpose.

The allocation of special taxes available after payment of the expenses of administering the CFD and the Authority can be modified by the Governing Board of the Authority if the Governing Board determines that the modified allocation is reasonable in light of the then current circumstances. Prior to the Authority making the changed allocation, the proposed change shall have been submitted to and approved by the governing boards of the Authority's member agencies. Special taxes allocated to the City, the County, the Park, and the Lake Tahoe Unified School District shall be used for the purposes specified above and for no other purpose.

In the event insufficient Special Tax revenues are collected to pay the amounts described in (a) through (d), the payments in (a) through (d) will be reduced proportionally."

**Section 5 and Section 6 remain unchanged.**

This 3rd Amendment shall become effective upon the approval by the voters in the CFD of the Changes described in the Resolution of Consideration adopted by the Authority on December 18, 2025, and the Resolution Calling An Election scheduled for January 22, 2026.

In witness whereof, the parties hereto have executed this Agreement as of the day and date as now noted:

_____

SOUTH LAKE TAHOE RECREATION FACILITIES JOINT POWERS AUTHORITY

By: _____
President

CITY OF SOUTH LAKE TAHOE

By: _____
City Manager

COUNTY OF EL DORADO

By: _____
Chief Administrative Officer

TAHOE PARADISE RECREATION AND PARK DISTRICT

By: _____, Chairman

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager

**Meeting Date:** March 24, 2026
**Agenda Item #:**17

**Agenda Item:** Agenda Planning Calendar

**Requested Action / Suggested Motions:** Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.

**Responsible Staff Member:** Susan Blankenship, City Clerk, and Hilary Roverud, Interim City Manager

**Attachments:**

APC 03 19 2026.pdf

# 2026 Agenda Planning Calendar (Updated 03 19 2026)

| | | Agenda Item | Agenda Section |
|---|---|---|---|
| **March 31, 2026 1-4 p.m., City Hall, Special City Council Meeting-Protocols + Ethics** | | | |
| **April 18, 2026, 10 a.m., Rec Center, Special City Council Meeting- Recreation and Aquatic Center Grand Opening Ceremony** | | | |
| **April 21, 3-5 p.m. Special Closed Session** | | | |
| **April 21, 5:30 p.m.** | **City Clerk** | Lions International Presentation | Presentation |
| | | Proclamation-Child Abuse Prevention Month | Proclamation |
| | **City Manager** | Economic Development Program Update/Commission Need | UB |
| | **Dev Services** | AHSC Grant application for Sugar Pine Village Phase 2B | Consent |
| | | Zalanta Phase 2 Tentative Subdivision Map | PH |
| | | AHSC Grant application for 3900 LTB | Consnt |
| | **Finance** | 2025 Annual Comprehensive Financial Report (ACFR) | Consent |
| | | 2025-2026 Master Fee Schedule Adoption | UB |
| | **Fire** | RFP Contract Award Cole Property project | Consent |
| | **Police** | Ca State Boating & Enforcement Aid Program Grant Acceptance | Consent |
| | | Bear Report | NB |
| | | SMD Ordinance (First Reading) | UB |

# 2026 Agenda Planning Calendar (Updated 03 19 2026)

| | | | |
|---|---|---|---|
| | **Public Works** | Acceptance of Tahoe Fund Grant and Award of Bid Alt C for Lighting | Consent |
| | | Amendment to Stantec's PSA - Tahoe Valley Phase 2 | Consent |
| **May 5, 9 a.m.** | **City Manager** | Legislative Agenda | UB |
| | | LTCC Fire Training Center Coverage Agreement | NB |
| | | Use of Cannabis Tax Revenue | NB |
| | **Dev Services** | Quarterly Housing Report | Consent |
| | | Terminology workforce, affordable, employee housing by City/TRPA | Consent |
| | | Inclusionary Housing Ordinance Annual Report | Consent |
| | | Tahoe Living Housing and Mobility Fees | UB |
| | | Evaluate Feasibility - Res. Area Plan/SB9 & Remove Tourist Accomodation | NB |
| | **Finance** | Ski Run BID to Levy Assessment for Business License year 2026/2027 | PH |
| | **Fire** | LVFD MOU update for data sharing | Consent |
| | | Fuels Division Report Presentation | NB |
| | **Parks & Rec** | Ice Arena Concessionaire Agreement | NB |
| | | El Dorado Boat Ramp Dock Replacement Purchase | Consent |
| | **Public Works** | Ski Run Blvd Electrification | NB |

# 2026 Agenda Planning Calendar (Updated 03 19 2026)

| | | | |
|---|---|---|---|
| | | Needle Peak Localized Treatment Grant Agreement | Consent |
| **May 7, 8-5 p.m. Special Closed Session** | | | |
| **May 19, 1-5 p.m. Special Closed Session** | | | |
| **May 19, 5:30 p.m.** | **Airport** | Airport Master Plan adoption | NB |
| | **City Manager** | Media Production Contract Award | Consent |
| | **Finance** | Quarterly Budget and Financial Status Report as of March 2026 | Consent |
| | | Investment Portfolio Report as of March 2026 | Consent |
| | **Fire** | Right of Entry Agreements for EVAC route fuels work | Consent |
| | **Parks & Rec** | Future of Senior Center | NB |
| | **Police/CM** | Ski Run/Heavenly Parking Report | NB |
| | **Pub Works** | El Dorado Beach Update | NB |
| **June 2, 9 a.m.** | **City Clerk** | Pride Resolution Update | Consent |
| | **City Manager** | 2026 National Community Survey Report | NB |
| | | Liberty Customer Service | Presentation |
| | | Informational item - Check Cashing + Bill Pay Services Options | NB |
| | **Dev Services** | Mid Town Area Plan Adoption | PH |

# 2026 Agenda Planning Calendar (Updated 03 19 2026)

| | | | |
|---|---|---|---|
| | | AHSC Transit Agreement with Capitol Corridor JPA and El Dorado Transit | Consent |
| | | Sign Ordinance Amendments (Sub Committee Recos) | UB |
| | | CTC Land Exchange | Consent |
| | | STR Delinquency Report | PH |
| | **HR** | City Manager Contract Award | NB |
| | **Public Works** | CSA 3 Assessment Confirmation | PH |
| **June 16, 5:30 p.m. CC-STRSA** | **City Clerk** | Resolution Consolidating Election with EDC | Consent |
| | **Finance** | Direct Charge of Mello-Roos Special Tax for CFD 1995-1 for FY 2026-27 | Consent |
| | | Annual Special Tax for CFD 2001-1 Series 2015 Special Tax Refunding Bo | Consent |
| | **Police** | SRO Agreement for 2026-2027 School Year | Consent |
| **June 18, 2026, 5 p.m., LTCC, Special City Council Meeting-State of the City Address** | | | |
| **Aug 11, 9 a.m.** | | | |
| **Aug 25, 9 a.m. Budget Workshop** | | | |
| **Sept 8, 9 a.m.** | | | |
| **Sept 22, 5:30 p.m.** | | | |
| **Oct 5, 5:30 p.m.** | | | |

# 2026 Agenda  Planning Calendar (Updated 03 19 2026)

| | | |
|---|---|---|
| **Nov 3, 9:30 a.m.** | | |
| **Nov 17, 5:30 p.m.** | | |
| **Dec 1, 9 a.m.** | | |
| **Dec 15, 5:30 p.m.** | | |
| **Unscheduled/Pending** | | |
| | **City Attorney** | Ethics Policy Revisions |
| | | Update to Abandoned Construction Nuisance Ordinance |
| | **City Clerk** | Ordinance Increasing City Council Compensation (October 2026) |
| | **City Manager** | SANE Presentation with Barton |
| | | Grants/Funding for Undergrounding Utilities |
| | | Discussion Immigration Legal Fee Reduction or Assistance Program |
| | **Dev Services** | Performance Bond as a Condition of Demolition |
| | | Discussion: Second Home Cap/Permit Options |
| | **Finance** | Disolution STJPPFA |
| | | Financial Policy for Local, State, U.S. preference |
| | **Fire** | MOU Ratification of Auto Aid with TDFD |

# 2026 Agenda Planning Calendar (Updated 03 19 2026)

| | |
|---|---|
| | CTC Land Access Agreement for Airport project |
| **Parks & Rec** | Events and Facitilies Naming Rights Discussion |
| | South Tahoe Parks Foundation Fundraiser Donation Agreement Update |
| | Purchase of Parks Equipment and Additional Funds Request |
| | Regan Beach Environmental & Design RFP |
| | Regan Beach Statewide Park Program Grant Application |
| **Police/CA** | Unpermitted VHR Report |
| **Police** | Barton Community Health Needs and Harm Reduction Update |
| | AB109 MOU |
| | Heavenly Village Employee Discount Parking Passes |
| | Ratification of Application for CalOES DVRT |
| | Massage Ordinance Update/Amendments |
| | Parking Garage Rate Increase |
| **Police/PW** | Bike Paths/Speed Bumps, Bike Parking, Vehicle Parking |
| | 2026 Update to Parking Fees in the Bellamy Parking Garage |
| **Public Works** | Geothermal Use Discussion Item |

# 2026 Agenda  Planning Calendar (Updated 03 19 2026)

| |
|---|
| Paving Policy  Prioritixation of Total Users |
| Award of PD Roof Replacement |
| Eloise Bike Path Enhancements |
| Adjustment to 2026 Paving Program |
| TTD US 50 Plans Presentation |
| Award Lakeview and Ski Run Electrical Upgrades |
| Facilities Condition Assessment |
| Award PS&E for Sugar Pine Bike Path Project |