City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, March 11, 2025 at 9:00 am
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

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

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us02web.zoom.us/j/83198437528
A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us
Providing Public Comment:

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

Remote Participation: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The webinar ID is: 831 9843 7528. Press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

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

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

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

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

Land Acknowledgement

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

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

Public Communications

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

City Commission Reports

Consent Agenda

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

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

1. Regular City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the minutes of the February 25, 2025, Regular City Council Meeting.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
Item 1- Executive Summary.pdf
02 25 2025 City Council Meeting Minutes.pdf

2. Purchase of Two Community Service Officer Vehicles from Winner Chevrolet and Related Equipment from Lehr
Requested Action / Suggested Motions: Pass a Motion authorizing the purchase of two 2024 Chevrolet Silverado 4WD pickups from Winner Chevrolet, and authorizing purchase and installation of related equipment through cooperative purchasing from a Placer County contract with Lehr per South Lake Tahoe City Code section 3.45.090, using existing budget appropriations up to $155,786.50.
Responsible Staff Member(s): Jeff Roberson, Police Lieutenant
Item 2- Executive Summary.pdf
1-staff_report_2024-25_CSO_vehicle_replacement
02-CSO truck PLanetBidSummary125771.pdf
03-Placer County Contract SCN107418 Lehr.pdf
04-50115 Sales Quote - Lehr 51942 (1) CSO truck equipment.pdf
05-2025 CSO Pricing 2025 Silverado 1500 PPV CK10543 for City of South Lake Tahoe bid.pdf

3. Police Department 2024 Annual Report
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member(s): David Stevenson, Police Chief
Item 3- Executive Summary.pdf
01-STAFF REPORT-2024 PD ANNUAL REPORT.docx
02 - PD 2024 Annual Report.pdf

4. Amendment to Contract with Blink Network, LLC to Increase Compensation to Include Tax
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute Amendment No.1 to Agreement with Blink Network, LLC, increasing the contract amount by $7,541.93 to cover the tax for ten dual port electric vehicle chargers for a new not-to-exceed amount of $104,858.83.
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator
Item 4- Executive Summary.pdf
01 - Staff Report - Blink Amendment.docx
02 - Blink Contract Amendment 1.docx
03-C-098-2024 Blink Network.pdf
04 - Blink Invoice for Bellamy chargers.pdf
05 - Blink Updated Quote for Rec Center Chargers.pdf

5. Annual Report and Ordinance Renewal for Military Equipment Use (AB 481)
Requested Action / Suggested Motions: Pass a Resolution accepting receipt of the “AB 481 2024 Annual Report” and approving renewal of Ordinance 2022-1163, “Adoption of ‘Military Equipment’ Use Policy” and approval of updated "equipment list."
Responsible Staff Member(s): Doug Sentell, Police Lieutenant
Item 5- Executive Summary.pdf
01 - STAFF REPORT - AB 481 Annual Report 2025.docx
02-Resolution AB481.docx
03-_AB_481_2024_Annual_Report.docx
04 - Equipment List.docx
05 - SLTPD Policy 705 (2025).pdf
06-Ord. 2022-1163 Military Equipment Use.pdf

Regular-Unfinished Business

6. Report from RSG, Inc. on Economic Development of Chateau Site
Requested Action / Suggested Motions: Pass a Motion directing staff to take one or both of the following actions: 1) Initiate negotiations with current owner regarding pre-development financial assistance in exchange for binding commitment to performance milestones; 2) Initiate discussions with El Dorado County regarding potential participation in a Tax Increment Financing District and, if

a partnership seems feasible, work with RSG to develop more detailed analysis to determine desired district boundaries.
CEQA Determination: This action is statutorily exempt under CEQA Guidelines section 15262 (feasibility and planning studies) because it involves such studies for possible future actions which have not been approved, adopted, or funded.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 6- Executive Summary.pdf
01-Staff Report
02- C-194-2024 RSG Professional Services Agreement.pdf
03-RSG Memo
04-Presentation

Regular-New Business

7. Acceptance of Donation - Athletex Life & Sport LLC Standard Gym Memberships for Fire Department First Responders
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the donation agreement with Athletex Life & Sport LLC for 42 in-kind standard gym memberships for a minimum of one-year, valued at a total amount of $10,800 per year.
Responsible Staff Member(s): Rebecca Penado, Risk Manager
Item 7- Executive Summary.pdf
01 - Staff Report for Acceptance of Athletex Donation.docx
02 - Athletex Donation Agreement.docx
03 - Athletex Donation Acknowledgement Letter.pdf
04 - Athletex Donation Approval Form.pdf

8. Ordinance Amending Chapter 4.185 of the South Lake Tahoe City Code (Shared Mobility Devices) (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Chapter 4.185 of the South Lake Tahoe City Code (Shared Mobility Devices) to Reduce the Maximum Number of Shared Mobility Devices an Operator May Deploy and Revise Operator Insurance Requirements, and refer second reading and adoption to March 25, 2025.
Responsible Staff Member(s): Dan Bardzell, Assistant City Attorney; David Stevenson, Chief of Police
Item 8- Executive Summary.pdf
01_-_Staff_Report__4_.docx
02 - Ordinance (redline).pdf
03 - Ordinance.docx

9. Ski Run Business Improvement District Annual Report and Budget
Requested Action / Suggested Motions: Pass a Resolution approving a letter of intent to levy an assessment to the Ski Run Business Improvement District members and setting a time and place of a future public hearing whereby members of the Ski Run Business Improvement District can provide written protests on the content of the Annual Report for the upcoming fiscal year.
Responsible Staff Member(s): Ben Hannah - Accountant II
Item 9- Executive Summary.pdf
01 - Staff Report Ski Run BID.docx
02 - Resolution Ski Run BID.docx
03 - SRBID 2025-2026 Budget Proposal.pdf
04 - SRBID 2025-2026 Budget Proposal Prior Year vs Proposed.pdf
05 - SRBID 2025-2026 Budget Proposal Includes Measure S Recreation.pdf
06 - Friends of Ski Run Report 2025.pdf

10. General Plan Annual Progress Report, Housing Element Implementation Update, and Surplus Land Inventory for 2024

Requested Action / Suggested Motions: 1) Pass a Resolution accepting and filing the 2024 General Plan Annual Progress Report, including the Housing Element Implementation Update; and, 2) Pass a Resolution accepting the Surplus Land Inventory.
Responsible Staff Member(s): John Hitchcock, Planning Manager, and Gretchen Schooleman, Assistant Planner
Item 10- Executive Summary.pdf
01-Staff Report-Annual Progress Reports
02 - CSLT 2024 APR.pdf
03-Resolution Annual Progress Report.docx
04 - Resolution 2024 Surplus Lands.docx
05- PC Resolution_2025-001_General_Plan_Annual_Progress_Report_2024.pdf
06- PC Resolution_2025-002_Surplus_Land_Inventory.pdf
07- 2024APR_Presentation.pdf

Agenda Planning Calendar

11. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Member, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joseph Irvin, City Manager, and Susan Blankenship, City Clerk
Item 11- Executive Summary.pdf
APC - 03 06 2025.pdf

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

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

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday, March 11, 2025, City Council Meeting was posted and available for review on Thursday, March 6, 2025, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City's website at https://www.cityofslt.us.

Signed March 6, 2025

\\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 1

Agenda Item: Regular City Council Meeting Minutes

Executive Summary: City Council is asked to formally approve the minutes from the February 25, 2025, City Council Meeting.

Requested Action / Suggested Motions: Pass a Motion approving the minutes of the February 25, 2025, Regular City Council Meeting.

Responsible Staff Member: Michelle Davis, Assistant City Clerk

Attachments:

02 25 2025 City Council Meeting Minutes.pdf

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, February 25, 2025 at 5:30 p.m.
City Hall - Council Chambers – 1901 Lisa Maloff Way, South Lake Tahoe

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

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

Call to Order/Pledge of Allegiance
Mayor Wallace Called the meeting to order at 5:36 p.m., then led the pledge of allegiance.

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

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

Closed Session Reports
None.

Note: Mayor Wallace announced Item 11 would be moved to a future agenda at the request of City Manager Irvin and City Attorney Stroud.

Public Communications
Public Comment was heard from the following people:
1. Duane Wallace, South Tahoe Chamber of Commerce- Community Fire Forum at the High School Theatre
2. Ed Mosur- Tahoe Daily Tribune letters to the editor and the need to publish press releases
3. Scott Loberg- Consent calendar comment timing, blight in the community
4. Kelley O'Hare- Heavenly area drainage issues
5. Stacey Ballard- Response to Deepak Sharma's public comment at the previous Council meeting
6. Angie Reagan, Access Tahoe- Requested an update on improved access, services, and safety
7. Melissa Soderston- Requested the Mayor to make a statement of support for the community

City Commission and Student Advisory Reports
1. David Hamilton, Arts, Culture, and Tourism Commission- provided verbal report

Consent Agenda
Action: Moved/Seconded: Bass/Jinkens
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: Passed the consent agenda

1. **Regular City Council Meeting Minutes**
   Action: Passed **Motion 2025-019** approving the minutes from the January 28, 2025, Regular City Council Meeting.

2. **Fire Department 2024 Annual Report**
   Action: Received and filed.

3. **Grant Application to Parasol Foundation to Purchase Tools for Community Defensible Space Maintenance**
   Action: Passed **Resolution 2025-007** authorizing staff to submit an application to the Parasol Foundation for $2,500 to be used for the purchase of tools for community defensible space, and authorizing staff to accept the grant if awarded.

4. **Ratification of Application for Grant from California Office of Emergency Services for Domestic Violence Programs**
   Action: Passed **Resolution 2025-008** ratifying grant application, execution of grant agreement **(C-025-2025)**, and authorizing receipt of grant funds awarded from the California Office of Emergency Services (CalOES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for calendar year 2025 in an amount up to $203,142.
   Public Comment was heard from the following people:
   1. John Messina
   2. Scott Loberg

5. **Revisions to the Compensation and Benefits Package for Unrepresented Employees**
   Action: Passed **Resolution 2025-009** approving revisions to the compensation and benefits package for unrepresented employes by updating language in the Public Safety Uniform Pay section to comply with Title 2 of the California Code of Regulations (CCR), Section 571 as required by CalPERS, along with general language improvements.

6. **Use of Tahoe Regional Planning Agency Mitigation Funds for Upper Bijou Park Creek Watershed Restoration Project**
   Action: Passed **Motion 2025-018** authorizing staff to request release of $85,000 of TRPA mitigation funding and pursue construction of the Tamarack culvert as match to the grant between Sierra Meadows Partnership and United States Forest Service.

7. **Investment Portfolio Report- December 31, 2024**
   Action: Received and filed.

8. **Fiscal Year 2024-25 Quartely Financial Status Report- Quarter Ending December 2024**
   Action: Received and filed.

Public Hearing

9. **2024-2025 Master Fee Schedule**
   Action: Moved/Seconded: Bass/Wallace
   Yes: Wallace, Bass, Robbins, Roberts
   No: Jinkens
   Action: Passed **Motion 2025-019** directing staff to bring back the 2024-2025 Master Fee Schedule, as is, for final adoption on March 25, 2025.
   Public Comment was heard from the following person:
   1. Duane Wallace, South Tahoe Chamber of Commerce

Regular- Unfinished Business

10. **Pay for Success Agreements with Live Violence Free and Tahoe Coalition for the Homeless**
    Action: Moved/Seconded: Bass/Jinkens
    Yes: Wallace, Bass, Robbins, Jinkens, Roberts
    Action: Passed **Motion 2025-020** authorizing and directing the Mayor to execute a Pay for Success Agreement with Live Violence Free **(C-026-2025)** in an amount not to exceed $40,000 until December 31, 2025.
    Action: Moved/Seconded: Bass/Jinkens
    Yes: Wallace, Bass, Robbins, Jinkens, Roberts
    Action: Passed **Resolution 2025-010** authorizing $40,000 budget appropriations from General Fund Undesignated Reserves for the agreement.
    Note: Council provided direction for staff to bring back the Pay for Success Agreement with Tahoe Coalition for the Homeless to the March 11 meeting following the warm room funding discussion.
    Public Comment was heard from the following people:
    1. John Messina
    2. Chelcee Thomas, Live Violence Free

11. **Purchase of Real Property at 2111-2121 Lake Tahoe Boulevard from BMO Bank N.A.**
    Note: This item was moved to a future agenda.

Regular- New Business

12. **Update on Annual Road Rehabilitation Program and Drainage Replacements**
    Action: Moved/Seconded: Bass/Jinkens
    Yes: Wallace, Bass, Robbins, Jinkens, Roberts
    Action: Passed **Motion 2025-021** approving the 2025 Road Rehabilitation Prgram and drainage replacement plan.
    Public Comment was heard from the following people:
    1. Scott Loberg *written material distributed
    2. Ed Mosur
    3. Dan May
    4. Nick Speal, Lake Tahoe Bicycle Coalition

Agenda Planning Calendar

13. **Agenda Planning Calendar**
    Action: Received and filed.

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

City Manager Irvin

1. Upcoming South Tahoe Transit JPA meeting

City Clerk Blankenship

1. Proclamation request from the Humane Society of Truckee and Tahoe recoginzing October as Pet Wellness Awareness Month (Council provided consensus)

Councilmember Reports and Comments

Councilmember Jinkens

1. Attended a meeting with the California Tahoe Conservancy Executive Director to discuss Motel 6 commodities

Mayor Pro Tem Bass

1. Upcoming Tahoe Regional Planning Agency Board Meeting

Ajourment

Mayor Wallace adjourned the Meeting at 7:50 p.m.

Date:_____

_____
Tamara Wallace, Mayor

Attest:_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 2

Agenda Item: Purchase of Two Community Service Officer Vehicles from Winner Chevrolet and Related Equipment from Lehr

Executive Summary: This action item would authorize the purchase of two 2024 Chevrolet Silverado 4WD pick ups and related equipment, for a total purchase price not to exceed $155,786.50. Winner Chevrolet submitted the lowest bid in a competitive bidding process on Planet Bids. Additional electronics and equipment will be obtained through a Placer County cooperative purchase agreement with Lehr. Upfitting will be done by Fleet Services.

Requested Action / Suggested Motions: Pass a Motion authorizing the purchase of two 2024 Chevrolet Silverado 4WD pickups from Winner Chevrolet, and authorizing purchase and installation of related equipment through cooperative purchasing from a Placer County contract with Lehr per South Lake Tahoe City Code section 3.45.090, using existing budget appropriations up to $155,786.50.

Responsible Staff Member: Jeff Roberson, Police Lieutenant

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

Attachments:

1-staff_report_2024-25_CSO_vehicle_replacement
02-CSO truck PLanetBidSummary125771.pdf
03-Placer County Contract SCN107418 Lehr.pdf
04-50115 Sales Quote - Lehr 51942 (1) CSO truck equipment.pdf
05-2025 CSO Pricing 2025 Silverado 1500 PPV CK10543 for City of South Lake Tahoe bid.pdf

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

Meeting Date: March 11, 2025

Title: CSO Vehicle Replacement

Location: Police Department

Responsible Staff Member: Jeff Roberson, Police Lieutenant (530) 542-6521

Background: Historically, funding for the purchase of emergency vehicles has come almost entirely from Proposition 172, a Safety Sales Tax. This is a restricted revenue source required to be used specifically for public safety services which includes sheriffs, police, fire protection, county district attorneys, county corrections and ocean lifeguards. This request to purchase two CSO vehicles uses funds from that source.

Issue and Discussion: The Community Service Officer Division (white vehicles) needs vehicles for two reasons; one, aging vehicles that need replacement, and two, the addition of CSO and Parking Ambassador personnel, responsibilities, and available hours. The replaceable CSO vehicles are more than 10 years old, have high mileage and high engine hours. In the interim, the police department has reassigned and changed markings on one patrol truck for use by the CSO Division. The CSOs and their vehicles are integral in supporting emergency response from the patrol division. High profile lighting equipment is necessary to assure that these vehicles are seen when engaged in a patrol support function such as traffic control, road closures, or fire equipment protection.

The Police Department seeks approval to purchase two (2) 2025 Chevrolet Silverado 1500 pick-up trucks to be outfitted for CSO field response.

Chevrolet offers this Silverado in a 4-wheel drive truck. The Police Department has found these specific vehicles to be effective, reliable, and comfortable for all seasons and the varying driving conditions in South Lake Tahoe. The City's Fleet Division has endorsed the purchase of this vehicle type and brand for the police department to maintain consistency in the police fleet for efficiency in maintenance.

The police department also recommends the purchase of equipment for upfitting such as yellow overhead lights, push bumpers, computers, and other internal components. Mobile radios for these vehicles have already been purchased. The flexible nature of CSO response has shown that these trucks will need a sliding bed based on experience and recommendations from CSOs in the field. As the build out is significantly less intensive than a patrol car, the Fleet Division has agreed to do the equipment upfitting. The upfit equipment will be purchased from Lehr.

At the request of the Police Department, the Fleet Division advertised the procurement through Planet Bids on January 27, 2025. Twenty vendors were notified. When the bidding process closed on February 10, 2025; Winner Chevrolet in Sacramento had submitted the lowest bid.

Financial Implications: The expense of the vehicle purchase recommended in this staff report will have no impact on the City General Fund. The total purchase price, with equipment, for two 2024 Chevrolet Silverado 4WD trucks will be $155,786.50 from the Police Department Vehicle Replacement Fund (21102110 46130). The 2024-2025 Police Department Vehicle Replacement fund currently has approximately $437,677 available

The collective bid for these two CSO trucks was $117,602.00; the price of each Chevy Silverado $58,801.00. The department recommends purchasing these two CSO vehicles.

The department also recommends purchasing equipment from Lehr. The cost to outfit both trucks with additional equipment from Lehr will be $38,184.50.

A cooperative purchase agreement will be used for all other equipment from Lehr using Placer County- Lehr contract SCN107418.

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

Policy Implications: This report considers Climate Action Plan Action Item EV-2 which directs city fleet vehicles toward electric vehicles. In conversations with the Sustainability Coordinator, we agree that emergency response EVs are not a viable option for emergency response police operations. CSOs and their vehicles provide significant support to patrol operations daily, but more significantly during emergency operations. These CSO vehicles fall under the emergency response vehicle exemption to the Advanced Clean Fleet Regulations.

Bid Detail

Project Title	Purchase of 2024/2025 Chevrolet PPV Silverado
Invitation #	1/27/2025
Bid Posting Date	01/27/2025 8:56 AM (PST)
Project Stage	Closed
Bid Due Date	02/10/2025 7:00 AM (PST)
Response Format	Electronic only
Link to Project	https://vendors.planetbids.com/portal/14997/bo/bo-detail/125771
Reference ID	2025/27/01
Project Type	RFQ (Request for Quote)
Response Types	Line Items
Type of Award	Lump Sum
Categories	336112 - Light Truck and Utility Vehicle Manufacturing 423110 - Automobile and Other Motor Vehicle Merchant Wholesalers 441229 - All Other Motor Vehicle Dealers
License Requirements	
Restriction	None
Restricted To	
Department	Public Works
Address	1700 D Street South Lake Tahoe, California 96150
County	El Dorado
Bid Valid	
Liquidated Damages	
Target Bid Amount	
Estimated Bid Value	
Start/Delivery Date	
Project Duration	
Prevailing Wage	No
Cooperative Bid	No
Piggy-backable	No
eBid Notes	

Pre-Bid Meeting Information

Pre-Bid Meeting	No

Online Q&A

Online Q&A	Yes
Q&A Deadline	02/05/2025 7:00 AM (PST)

Contact Information

Contact Info	Phil Harwood 530-542-6086 pharwood@cityofslt.us
Bids to	

Owner's Agent

Description

Scope of Services
Other Details
Notes
Special Notices
Local Programs & Policies

Documents

File Title	File Name	Status
Purchase of PPV Chevrolet Silverado 1500 Download Cost $0.00	PPV Silverado 1500.pdf	On Server

Line Items

Item #	Item Code	Section	Type	Description	UOM	Qty	Reference	MFR	Model #	Brand Req	Brand	Delivery Loc
1		Section 1		Chevrolet PPV Silverado 1500 4WD Crew cab 147"	EA	2		Chevrolet	PPV Silverado			
2		Section 2		Delivery to South Lake Tahoe CA, 96150	EA	2						
3		Section 3		Sales Tax 8.75% added to cost	EA	2						

Vendor Notification

Agency Notifications `20 City of South Lake Tahoe vendors notified`

01/27/2025 8:56 AM (PST) 20 vendors notified

using Criteria **Category:**
336112 - Light Truck and Utility Vehicle Manufacturing
423110 - Automobile and Other Motor Vehicle Merchant Wholesalers
441229 - All Other Motor Vehicle Dealers

Country: United States
State: California

Bar None Auction (241542)
2440 Gold River Road, Suite 200
Rancho Cordova, California 95670
United States

Contact: Jennifer Spradlin
Phone: 916-265-2488
Fax: 916-638-8961
Email: jspradlin@barnoneauction.com

CDCE INC (72334)
22641 OLD CANAL ROAD
YORBA LINDA, California 92887
United States

Contact: BRIAN SOLOMON
Phone: 714-282-8881 **ext.** 225
Fax: --
Email: BSOLOMON@CDCE.COM

WBE

Coaling Motors / Lasher Dodge (141854)
625 E Elm St
Coalinga, California 93210-1514
United States

Contact: Bill Kemery
Phone: 916-429-4700
Fax: 916-421-0149
Email: billk@lasherauto.com

Elk Grove Auto (1519310)
8575 Laguna Grove Drive
Elk Grove, California 95757
United States

Contact: Jerry Powers
Phone: 916-426-5752
Fax:
Email: Dodge@lasherauto.com

EVCS (1386233)
11800 Clark Street
Arcadia, California 91006
United States

Contact: Melissa Lowry
Phone: 866-300-3827
Fax:
Email: grants@evcs.com

Fremont Chevrolet (1470937)
5850 Cushing pkwy
Fremont, California 94538
United States

Contact: Nelson Huntley
Phone: 707-494-4480
Fax:
Email: Nelson.huntley@cacargroup.com

Fresno Truck Center (72545)
100 Opportunity Street
Sacramento, California 95838
United States

Contact: Dean Needham
Phone: 916-286-2013 **ext.**
Fax: 916-286-2085
Email: dneedham@sacramentotruck.com

Future CDJR of Concord (1267690)
2121 Diamond blvd
Concord, California 94520
United States

Contact: Ramin Bateni
Phone: 925-822-8650
Fax:
Email: rbateni@futurecdjr.com

Greenkraft Inc (597590)
2530 South Birch Street
Santa Ana, California 92707
United States

Contact: Sosi Bardakjian
Phone: 714-545-7777 **ext.** 222
Fax:
Email: sosi@greenkraftinc.com

Greenwood Chevrolet (1274747)
270 San Felipe Rd.
Hollister, California 95023
United States

Contact: Chris Greenwood
Phone: 831-637-5328
Fax:
Email: chris.greenwood@greenwoodmotors.com

Jack Doheny Supplies, Inc. (72655)
1700 Verne Roberts Circle
Antioch, California 94509
United States

Contact: MARK PADUVERIS
Phone: 925-777-0944
Fax: 925-777-0945
Email: markpaduveris@dohenysupplies.com

Pacific Material Handling Solutions, INC (72845)
8111 Fruitridge Rd.
Sacramento , California 95826
United States

Contact: Pete Thomas
Phone: 916-381-4000 **ext.**
Fax: 916-381-5217
Email: pthomas@pmhsi.com

Selman Chevrolet (1322679)
1800 E Chapman Ave
Orange, California 92867
United States

Contact: Mike Bradley
Phone: 949-836-8437
Fax:
Email: mikebradley@selmanchevy.com

SF Moto (1069800)
275 8th. Street
San Francisco, California 94103-3924
United States

Contact: Eric Halladay
Phone: 415-861-6100 **ext.** 285
Fax: 415-861-7198
Email: eric@sfmoto.com

OSB

South Bay Auto Auction (605757)
13210 S Normandie Ave
Gardena, California 90249
United States

Contact: Bradley Lance
Phone: 209-647-3377
Fax:
Email: bradley.lance@southbayautoauction.com

US Auctions (667931)
130 East 9th Street
Upland, California 91786
United States

Contact: Armando Camarena
Phone: 909-921-1008
Fax:
Email: armando@usauctions.net

Watsonville Fleet Group (1001561)
555 Auto Center Drive
Watsonville, California 95076
United States

Contact: Yesenia Covarrubias
Phone: 626-457-5590
Fax: 626-457-5593
Email: fleet@watsonvillefleetgroup.com

Wattco (1270172)
2230 Cordelia Road
Fairfield, California 94534
United States

Contact: Larry Tucker
Phone: 707-435-9233
Fax:
Email: ltucker@Wattco.net

Western Truck Exchange (381840)
159 E. Manchester Ave
Los Angeles, California 90003
United States

Contact: Dan Holtzman
Phone: 323-750-1277
Fax: 323-789-9929
Email: dan@westtruck.com

OSB, SBE

Winner Chevrolet, Inc. (1272099)
8575 Laguna Grove Drive
Elk Grove, California 95757
United States

Contact: Jerry Powers
Phone: 916-426-5752
Fax: 916-421-0149
Email: winner@lasherauto.com

Prospective Bidders

8 Prospective Bidders

Vendor	Contact	Vendor Type	Status
CivicBridges (2819535) 1846 1st St #1006 Idaho Falls, Idaho 83401 United States	**Contact:** Doug Anderson **Phone:** 208-538-9897 **Fax:** 208-538-9897 **Email:** doug@civicbridges.com	WBE	Bidder
Fairfield Chevrolet (2822377) 2501 Martin Rd Fairfield, California 94534 United States	**Contact:** Marco Oropeza **Phone:** 707-249-2315 **Fax:** **Email:** marco@fairfieldchevrolet.net		Bidder
kn inc (2819623) 907 State Street San Diego, California 92093 United States	**Contact:** Katten Nepalen **Phone:** 800-444-8884 **Fax:** **Email:** nepalkat23@gmail.com		Bidder
Lead Pursuits LLC (2817796) 2450 Colorado Ave. Santa Monica, California 90404 United States	**Contact:** Lead Department **Phone:** 310-237-6770 **Fax:** **Email:** leads@leadpursuits.com		Bidder
North America Procurement Council Inc., PBC (2819584) 320 W. Ohio St., Suite 300 Chicago, Illinois 60654 United States	**Contact:** Eric Johnson **Phone:** 302-450-1923 **Fax:** **Email:** sourcemanagement@napc.me		Bidder
PWXpress (2825753) 1900 Coffeeport Rd, Jacksonville, Florida 32208 United States	**Contact:** mary miller **Phone:** 408-676-8941 **Fax:** **Email:** bids@pwxpress.com		Bidder
Selman Chevrolet (2817647) 1800 E Chapman Ave Orange, California 92867 United States	**Contact:** Vincent Eible **Phone:** 810-922-1025 **Fax:** 714-633-9406 **Email:** veible@selmanchevy.com		Non-Bidder, no communications
Winner Chevrolet, Inc. (2820351) 7220 FAWN WAY SACRAMENTO, California 95757 United States	**Contact:** Jerry Powers **Phone:** 916-426-5752 **Fax:** 916-421-0149 **Email:** winner@lasherauto.com		Bidder

Addenda

None

Bid Results

Bidder Details

Vendor Name	Fairfield Chevrolet
Address	2501 Martin Rd Fairfield, California 94534 United States
Respondee	MARCO OROPEZA
Respondee Title	Manager
Phone	707-249-2315
Email	marco@fairfieldcherolet.net
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	02/03/2025 11:49 AM (PST)
Delivery Method	Net 120
Bid Responsive	
Bid Status	Submitted
Confirmation #	412689

Respondee Comment

```
Will deliver to South Lake Tahoe at no cost.
```

Buyer Comment

Line Items

Discount Terms 1% 20 net 30

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Discounted Total	Response	Comment
Section 1							$116,800.0000	$115,632.0000		
1			Chevrolet PPV Silverado 1500 4WD Crew cab 147"	EA	2	$58,400.0000	$116,800.0000	$115,632.0000	Yes	
Section 2							$0.0000	$0.0000		
2			Delivery to South Lake Tahoe CA, 96150	EA	2	$0.0000	$0.0000	$0.0000	Yes	
Section 3							$10,220.0000	$10,117.8000		
3			Sales Tax 8.75% added to cost	EA	2	$5,110.0000	$10,220.0000	$10,117.8000	Yes	

Line Item Subtotals

Section Title	Line Total	Discounted Total
Section 1	**$116,800.0000**	**$115,632.0000**
Section 2	**$0.0000**	**$0.0000**
Section 3	**$10,220.0000**	**$10,117.8000**
Grand Total	**$127,020.0000**	**$125,749.8000**

Bidder Details

Vendor Name	Winner Chevrolet, Inc.
Address	7220 FAWN WAY SACRAMENTO, California 95757 United States
Respondee	David Brewer
Respondee Title	Salesman
Phone	916-509-8597
Email	dbrewer@lasherauto.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	02/06/2025 12:19 PM (PST)
Delivery Method	Within 180 days after order date (depending on the factory)
Bid Responsive	
Bid Status	Submitted
Confirmation #	413279

Respondee Comment

```
Specs/pricing sheet were emailed since i wasn't able to upload the specs on planetbids
```

Buyer Comment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$108,127.5000		
1			Chevrolet PPV Silverado 1500 4WD Crew cab 147"	EA	2	$54,063.7500	$108,127.5000	Yes	Tire fee included in bid price
Section 2							$0.0000		
2			Delivery to South Lake Tahoe CA, 96150	EA	2	$0.0000	$0.0000	Yes	included in bid price
Section 3							$9,474.5000		
3			Sales Tax 8.75% added to cost	EA	2	$4,737.2500	$9,474.5000	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$108,127.5000**
Section 2	**$0.0000**
Section 3	**$9,474.5000**
Grand Total	**$117,602.0000**

Supplier Contract

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

Contract Number	SCN107418
Contract Reference	97
Contract Start Date	10/01/2024
Contract End Date	09/30/2025
Buyer	Javier Terrazas
Phone Number	+1 (530) 8894252
Email	JTerrazas@placer.ca.gov

Supplier:

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

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

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

Summary:

Emergency Response Vehicle Supplies/Equipment and Installation Services
Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com
County Contacts:
Probation Dept. Contact: Jeff Thompson, Ph. #530-889-7912, Email: jthompson@placer.ca.gov
Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865
Sheriff Accounting: srfpayables@placer.ca.gov
Placer County Fire: Sarah Poindexter, Ph. #530-889-4037
Placer County Fire Accounting: AccountsPayableCEO@placer.ca.gov
District Attorney's Office: Mary Green, Ph. #916-543-8079, mgreen@placer.ca.gov
Renewal of SCN1063120

Payment Terms	Total Contract Amount
	500,000.00

Service Lines

Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN106312 - see attached for pricing, terms, and conditions, and discounts. Approved by the Placer County Board of Supervisors on July 9, 2024.	10/01/2024	09/30/2025	500,000.00

Jon Manning, CPPB
Purchasing Manager

631 North Market Street Suite N, Sacramento Ca 95834

Labor Price Increase Notice

Due to wage pressure for technicians our labor rate has increased to $140 per hour Effective:

October 1, 2024

October 1, 2024

To Our Valued Customers,

Due to the State of California increasing wage pressure and industry changes our new Labor Rate will need to increase from $125.00 per hour to $140.00 per hour for work performed at a LEHR facility. Labor performed outside of a LEHR facility will be billed at $200.00 per hour. Technicians travel will be billed at $140.00 per hour.

Lehr provides specialized labor for the fabrication of first responder vehicles. Historically we have only taken four labor increases in 15 years. Wages have increased annually to allow Lehr to continue to employ certified and qualified technicians. To ensure that Lehr provides the best emergency equipment installations in the industry this increase was implemented.

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

Steve Adair

Lehr

Regional Sales Manager

631 North Market St. Suite N

Sacramento, CA 95834

Cell 916.267.5547

Fax: 916.646.6656

steve@lehrauto.com

Additional Emergency Equipment Manufatures Discounts

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

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

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

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

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

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

Vendors shall complete the area below for hard copy submissions:
COMPANY NAME: Stommel Inc. DBA LEHR

Mailing Address:	631 N. Market Street Suite N
City/State/Zip:	Sacramento CA 95834
Contact Person:	Steve Adair
Telephone:	916-267-5547 Cell -- 916-646-6646 Office
Email:	Steve@lehrauto.com
SIGNATURE:	_____
DATE:	_____8/22/2024_____
Title:	Regional Sales Manager

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

Vendor Details

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

Submission Details

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

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS	
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB 40% off	$1,750.0000	$ 26,250.00	60 10 year warranty	Whelen Master Distributor	*
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71 40% OFF	$57.0000	$ 855.00	60	Whelen Master Distributor	*
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	$749.00 Change 40% OFF	$	60	Whelen Master Distributor	*
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	$319.2000 CHANGE 25% OFF	$ 4,788.00	60	Setina Master Distributor	*
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502 11%	$1,084.0000	$ 16,260.00	60	Laguna distributor	*
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA 25%	$599.2500	$ 8,988.75	60	correct Part Number PK0369TAH15SCA	*
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H 30% OFF	$77.0400	$ 1,155.60	12	#2 Key	*
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H 30% OFF	$131.64		12	#2 Key	*
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P 30% OFF	$69.9900	$ 2,099.70	12	Authorized Distributor	*
1.10	Siren Speaker	EA	15	Whelen	SA315P	$199.99		24	Authorized Distributor	*
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1 40% OFF	$29.40	$	60	Authorized Distributor	*
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07 40%	$65.7200	$ 985.80	60	Authorized Distributor	*
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	$84.99	$	60	Authorized Distributor	*
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	$84.99	$	60	Authorized Distributor	*
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	$$84.99	$	60	Authorized Distributor	*
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR 40% OFF	$$66.60	$	60	Authorized Distributor	*
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR 40% OFF	$66.60	$	60	Authorized Distributor	*
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1 40% OFF	$10.80	$	60	Authorized Distributor	*

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC 40% OFF	$154.99	$	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC 40% OFF	$154.99	$	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E 25% OFF	$861.75	$	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X 30% OFF	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB 35% OFF	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	$1,142.0000	$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03 28%	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100ENO7	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Litlite Console Light	EA	1	Feederal Signal	LF12TRB 35%	$66.95		60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR EOL	$411.10	$	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK 40%	$42.6000	$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR 40%	$ 112.20	$	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446- 30%	$113.4000	$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219 30%	$247.8000	$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tlt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS 30%	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900 20%	$244.1100	$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18 28%	384.48	$	60	Authorized Distributor
								Subtotal:	$ 124,020.15

DISCOUNTS - Category 2

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

LABOR RATE - Category 3

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

$140

$140

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

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

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days	Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)
Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days	3-5 business days
Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.	Travel $140.00 per hour Onsite work $200.00 Per hour $65 per hour based on Map Quest travel time 35 minutes travel time
Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time	$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

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

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

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

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

2. OVERVIEW

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

3. PRICING

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

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

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

4. AWARD

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

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

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

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

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

5. DELIVERY REQUIREMENTS

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

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

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

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

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

6. PRICE LISTS

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

7. INSURANCE REQUIREMENTS

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

8. SUBCONTRACTING

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

9. EQUIVALENT/ALTERNATE OFFERS

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

10. SERVICE STANDARDS

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

11. WORKMANSHIP

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

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

PLACER COUNTY INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

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

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

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

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

2. INSURANCE:

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

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

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

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

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

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

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

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

4. GENERAL LIABILITY INSURANCE:

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

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

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

B. One of the following forms is required:

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

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

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

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

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

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

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

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

E. Special Claims Made Policy Form Provisions:

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

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

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

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

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

5. ENDORSEMENTS:

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

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

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

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

6. AUTOMOBILE LIABILITY INSURANCE:

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

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

7. ADDITIONAL REQUIREMENTS:

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

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

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

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

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

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

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

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

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

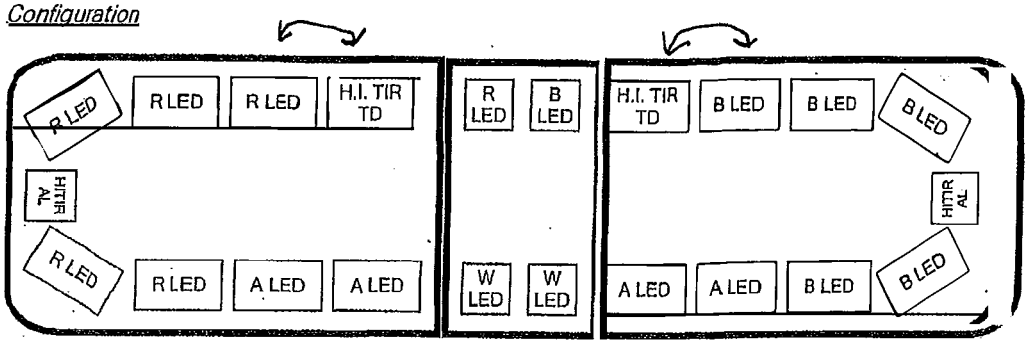
CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

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

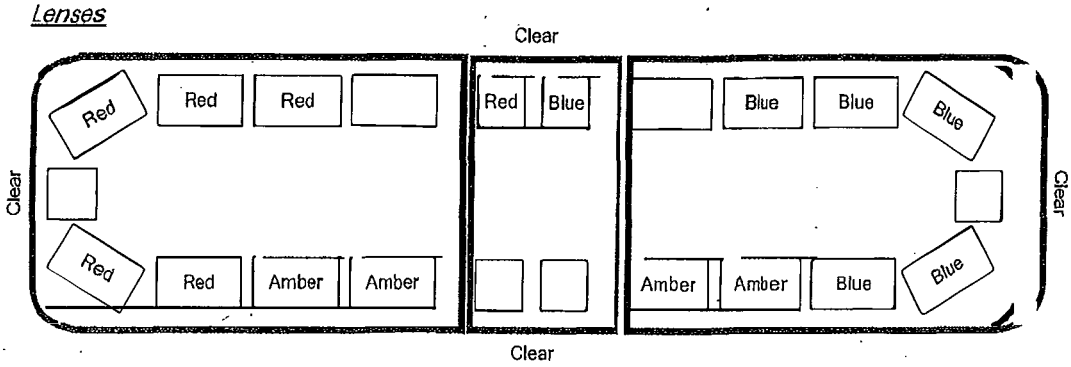
Front lightbar only:
Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



Lenses



Line Items

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

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

Terms & Conditions

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- - End of General Terms and Conditions - -

07/25/2019

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

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

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

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

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

Sales Quote

9240 Prototype Dr Reno, NV 89521-8987
Phone: 775-507-2460 Fax:

Quote Number: 51942
Document Date: 2/13/2025
Terms: Net 30
Payment Method:

Sell To: City of South Lake Tahoe
Jeff Roberson
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: 530-542-6521

Ship To: South Lake Tahoe-Motor Pool
Jeff Roberson
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 62850
SalesPerson Darian Putnam

Vehicle Information:

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

Item No.	Description	Quantity	Unit Price	Total Price
	2025 Chevy Silverado Crew Cab PPV (2 vehicles) **Using Placer County Contract SCN107418**			
	Front End Equipment Push Bumper with Amber/White Lights			
BK1542CHT221500	Setina, Light-Ready PB450LR4 Alum Bumper Ion	2	449.25	898.50
I2F	Whelen, Duo Linear ION - Amber/White Black	8	117.00	936.00
SA315P	Whelen Siren Speaker 100W	2	199.99	399.98
SAK70	Whelen, Speaker Bracket	2	31.80	63.60
	Side Equipment			
ENT2B3F	Soundoff, Intersector Black 18 LED Amber/White	4	223.20	892.80
	Roof Equipment			
BB2FFFF-LEHR	Whelen, Liberty II Duo WCX 54" - Amber/White	2	2,265.00	4,530.00
STPKT101	Whelen, Strap Kit, Fits Silverado 1500	2	69.00	138.00
NMO-K-DS	3/4" Hole NMO Style Mount w/17' DS Coax	2	34.87	69.74
	Drivers Compartment Equipment			
C-VSW-2600-SILV	Havis, 12.5" Wide Flat 26" Vehicle Specific Console 2019-21 Chevy Silverado and Gmc Sierra **Not compatible with LT or higher trim levels that include 13.4" diagonal HD color touchscreen**	2	639.21	1,278.42
C-EB40-CCS-1P	Havis 4" FP Fits Cencom CCSRN, CCSRNTA, MPC03	2		
C-EB30-KCH-1P	Havis, 3" Face Plate, Fits Kenwood KCH-20R Remote Radio	2		
CUP2-1001	Havis 4" Internal Self-Adjusting Double Cup Holder	2	46.90	93.80
C-BL-4	Havis, Console Accessory Bracket Kit w/ 3 Blanks for Rectangular Accessories	2		

Sales Quote

9240 Prototype Dr Reno, NV 89521-8987
Phone: 775-507-2460 Fax:

Quote Number: 51942
Document Date: 2/13/2025
Terms: Net 30
Payment Method:

Sell To: City of South Lake Tahoe
Jeff Roberson
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: 530-542-6521

Ship To: South Lake Tahoe-Motor Pool
Jeff Roberson
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 62850
SalesPerson Darian Putnam

Vehicle Information:

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

Item No.	Description	Quantity	Unit Price	Total Price
C-USB-3	Havis, USB-C & USB Type A Dual Port Charger	2	69.30	138.60
C-ARM-103	Havis, Armrest For Top Mount, Console, Large Pad	2	127.40	254.80
C-FP-5	Havis, 5" Filler Plate	4		
C-FP-3	Havis, 3" Filler Plate	2		
C-FPW-6	Havis, 6" Filler Plate for Wide Vsw Consoles	2		
C-APW-1390	Havis, 13" Accessory Pocket, 9" Deep for 3.3" W Section of Wide Consoles	2	58.80	117.60
CF-334Z053AM	Panasonic, Win11 Pro, Intel Core i7-1270P vPro, AMT, 12.0in QHD Gloved Multi Touch + Digitizer	2	5,984.40	11,968.80
IK-TR-911-RED	iKey Full Travel Keyboard w/Backlit Keys	2	346.50	693.00
DS-PAN-1202-2	Havis, Docking Station w/Dual Pass-Through Antenna	2	1,005.20	2,010.40
C-KBM-202	Havis, Rugged Keyboard Mount and Adapter Combination	2	118.30	236.60
	PKG-MD-ARM-0306 includes the following items			
C-LDM-0012	Havis, Side Pole Mount for Swivel Arm	2	131.60	263.20
MD-ARM-0306	Havis, Swivel Arm Mount	2	105.70	211.40
	END OF ASSEMBLY			
MMSU-1	Mag Mic Magnetic Mic Kit	4	34.95	139.80
60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	2	154.80	309.60
C399	Whelen Cencom Core WCX Remote Siren & Control Center	2	1,079.00	2,158.00
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	2	283.80	567.60
C399SP	Whelen, SCANport KIT FOR C399	2	113.40	226.80
CEM16	Whelen Core WCX 16 Output Expansion Module	2	175.20	350.40
DC-5E8Q-25BLMB	Misc, 25' Cat 5 Cable	2	21.00	42.00
SO-L2001	AFS, Lehr Auto Timed Power Harness-96" Braided, 6 Timed Circuits w/ Ground Wires	2	183.97	367.94
SO-L2003	AFS, Lehr Auto Timed and Ignition Power Harness-96" Braided, 4 Tmd Cicr w/ 2 Ign Cicr and 3 Greend W	2	146.51	293.02
SO-408-MWDC	SPECIAL ORDER, LEHR AUTO, DATA Cable Harness FOR WHELEN CORE	2	528.88	1,057.77

Sales Quote

9240 Prototype Dr Reno, NV 89521-8987
Phone: 775-507-2460 Fax:

Quote Number: 51942
Document Date: 2/13/2025
Terms: Net 30
Payment Method:

Sell To: City of South Lake Tahoe
Jeff Roberson
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: 530-542-6521

Ship To: South Lake Tahoe-Motor Pool
Jeff Roberson
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 62850
SalesPerson Darian Putnam

Vehicle Information:

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

Item No.	Description	Quantity	Unit Price	Total Price
SO-385-FL	All Fleet Solutions, MW Series, PUSH BMPR Harness, QTY 4: DUP GRILL, QTY 2 Duo SIDE LGTS & QTY 2 Duo	2	236.82	473.63
12-WCX-PWR36	AFS, WeCanX Expansion Module, 36" Canem16 Power, (4) 10 Amp Mini Fuse w/ 1/4" Ring At Battery	2	147.26	294.52
12-WCSP-CORE-28	AFS, 28" Whelen Cencom Core Siren Power Cable	2	85.34	170.68
00-1402-L	AFS, Battery Cable for 2021 Chevy Tahoe, 6 Ga Battery To Radio Tray w/ 150 Amp Circuit Breaker	2	236.61	473.22
CK-WCX-M7	All Fleet Solutions, Connector Kit for WCX-M7 ConnectorS AND 21 PINS	2	20.92	41.85
WCX-M7	All Fleet Solutions, DATA Cable JUNCTION BOX FOR WHELEN CORE, 7 PORTS	2	113.02	226.04
	_____			
	Back End Equipment			
CG1000-6348	Keystone, Cargo Glide Pull Out System, 1000Lb Rated, 63"L X 49.25"W X 3.75" Deck Height	2	1,361.99	2,723.98

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
0

Amount Exempt from Sales Tax
35,112.09

Sub-Total	**35,112.09**
Total Tax	0.00
CC Proc. Fee	0.00
Total:	**35,112.09**

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

Winner Chevrolet

DATE February 5, 2025

1624 S Canyon Way
Colfax, Ca 95713
(916) 509-8597

To: Phil Harwood
City of South Lake Tahoe
1700 D Street
South Lake Tahoe, Ca 96150
(530) 542-6086

Prepared by: David Brewer

Comments or special instructions: Vehicle build and options are in additional pages.

Description		AMOUNT
2025 Silverado 1500 PPV CK10543		$ 54,055.00
	Subtotal	$ 54,055.00
	DOC Fee	$ 85.00
	Taxable Subtotal:	$ 54,140.00
	Tax Rate(Subject to change): 8.750%	$ 4,737.25
CA Tire Fee: $1.75 / Per Tire	**Tire Fee:**	$8.75
	Delivery Charge included in bid price:	
	Total:	**$ 58,886.00**
	Total price for two:	$ 117,772.00

If you have any questions concerning this quotation, contact David Brewer at 916-509-8597 or email at Dbrewer@Lasherauto.com

THANK YOU FOR YOUR BUSINESS!

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Note:Photo may not represent exact vehicle or selected equipment.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Selected Model and Options
- Standard Equipment
- Weight Rating
- Technical Specifications

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

Winner Chevrolet / Elk Grove Auto Group

Prepared By:

Winner Chevrolet / Elk Grove Auto Group

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	
CK10543	[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	
	OPTIONS	
1WT	Work Truck Preferred Equipment Group	
5H1	Key equipment, two additional key fobs.	
5J1	Calibration, keyless remote panic button exterior lights/horn disable	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting	Inc.
5J9	Calibration, Taillamp Flasher, Red/White	Inc.
5LO	Calibration, Taillamp Flasher, Red/Red	Inc.
5Y1	Seats, Driver and passenger front individual seats	
6E2	Key, common	
6J3	Wiring	
6J4	Wiring	
6J7	Flasher System	Inc.
6N5	Inoperative rear windows	
6N6	Door locks and handles	
7X2	Spotlamps	
8F2	Ornamentation, delete	
9C1	Police Pursuit Package	
9G8	Headlamps, daytime running lamps and automatic headlamp control delete	

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

9L7	Upfitter switch kit, (5)	
A2X	Seat adjuster, driver 10-way power including lumbar	
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	
BCV	Auto Door Locks Disable	
C49	Defogger, rear-window electric	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CGN	Chevytec spray-on bedliner, Black	
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
G80	Auto-locking rear differential	Inc.
GAZ	Summit White	
GU5	Rear axle, 3.23 ratio	Inc.
H0U	Jet Black, Cloth seat trim	
IOR	Audio system, Chevrolet Infotainment 3 system	
J55	Brakes, Heavy-Duty 4-wheel antilock, 4-wheel disc	Inc.
JHD	Hill Descent Control	Inc.
K47	Air filter, heavy-duty	Inc.
KC4	Cooling, external engine oil cooler	Inc.
KC9	Power outlet, bed mounted, 120-volt	Inc.
KI4	Power outlet, interior power outlet, 120-volt	Inc.
KNP	Cooling, auxiliary external transmission oil cooler	Inc.
L84	Engine, 5.3L EcoTec3 V8	
MI2	Transmission, 10-speed automatic, electronically controlled	Inc.
NC7	Emissions override, Federal	
NQH	Transfer case, two-speed	Inc.
NZZ	Skid Plates	Inc.
PCV	WT Convenience Package	
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Black painted steel	Inc.
QAE	Tires, 275/60R20SL all-terrain, blackwall	Inc.
QT5	Tailgate, gate function manual with EZ Lift	

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

RMW	Tire, spare 275/60R20 all-terrain, blackwall	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.
UBI	USB ports, rear, dual, charge-only	Inc.
UF2	LED Cargo Area Lighting	
UTQ	Alarm, Horn Content Theft Deterrent, Disabled	
VK3	License plate kit, front	
YF5	Emissions, California state requirements	
Z7X	Suspension Package, Z71 Off-Road equipment with 2" lift.	
Z82	Trailering Package	

FUEL ECONOMY

Est City:15 MPG

Est Highway:19 MPG

Est Highway Cruising Range:456.00 mi

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10543	2025 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs
NC7	Emissions override, Federal (for vehicles ordered by dealers in Federal emission states with (YF5) or (NE1) emissions - Not required for vehicles being shipped to California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia or Washington) (Requires (YF5) California state emissions requirements or (NE1) Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia or Washington state emissions requirements.)	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Not available with C*10703 Regular Cab model. Retail orders require (G80) auto-locking differential. Fleet or Government order types require (G80) auto-locking differential on CC10543 Crew Cab models.)	0.00 lbs	0.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MI2	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (9C1) Police Pursuit Package, (5W4) Special Services Package or (FHS) E85 FlexFuel capability.)	0.00 lbs	0.00 lbs

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Black painted steel (Included and only available with (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QAE	Tires, 275/60R20SL all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RMW	Tire, spare 275/60R20 all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GAZ	Summit White	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H0U	Jet Black, Cloth seat trim (On 1WT models requires (A2X) 10-way power driver seat adjuster. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
9C1	Police Pursuit Package includes (K47) high-capacity air filter, (KW5) 220-amp alternator, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (J55) Heavy Duty Brakes, (PXT) 20" Black painted steel wheels, (RNQ) 20" Black painted steel spare wheel, (QAE) 275/60R20SL all-terrain, blackwall tires, (RMW) 275/60R20 all-terrain, blackwall spare tire, (VZ2) speedometer calibration, (JHD) Hill Descent Control, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (NZZ) skid plates, (G80) auto-locking differential, (NQH) 2-speed transfer case, (5J3) calibration and surveillance mode interior & exterior lighting, (6J7) headlamp and taillamp flasher system, (5LO) red/red taillamp flasher calibration and (5J9) red/white taillamp flasher calibration (Requires a Fleet or Government Sales order. Requires (Z71) Z71 Off-Road Package or (Z7X) Suspension Package. Requires CK10543 4WD Crew Cab Short Bed, (L84) 5.3L EcoTec3 V8 engine and (PCV) WT Convenience Package. Not available with (KSG) Adaptive Cruise Control, (5W4) Special Service Package or (9B9) Governor, electronic speed sensor set to 70 MPH.	0.00 lbs	0.00 lbs
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	0.00 lbs	0.00 lbs
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	0.00 lbs	0.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package. Free flow requires Regular Cab model.)	0.00 lbs	0.00 lbs
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package. Available free flow as a SEO.)	0.00 lbs	0.00 lbs
NZZ	Skid Plates (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package. Available free flow with Fleet or Government order type.)	0.00 lbs	0.00 lbs
Z7X	Suspension Package, Z71 Off-Road equipment with 2" lift. Includes (Z7X) Off-Road suspension with 2" lift and monotube shocks, (JHD) Hill Descent Control, (NZZ) skid plates, (K47) heavy -duty air filter and Z71 hard badge (Requires (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
J55	Brakes, Heavy-Duty 4-wheel antilock, 4-wheel disc (Included and only available with (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VDJ), (VKZ) or (WEZ). Crew Cab models are available with Ship Thru code (TFA).)	0.00 lbs	0.00 lbs
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob	0.00 lbs	0.00 lbs
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	0.00 lbs	0.00 lbs
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	0.00 lbs	0.00 lbs
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	0.00 lbs	0.00 lbs
9G8	Headlamps, daytime running lamps and automatic headlamp control delete (Requires CK10*43 model and (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
7X2	Spotlamps Left and right-hand pillar mounted, LED (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru. Not available with any other SEO spotlamps.)	0.00 lbs	0.00 lbs
5J9	Calibration, Taillamp Flasher, Red/White Calibration flashes back-up (white) and brake (red) lamps alternatingly when activated. (Requires CK10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
5LO	Calibration, Taillamp Flasher, Red/Red Calibration flashes back-up (red) and brake (red) lamps alternatingly when activated. (Requires CK10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

6J7	Flasher System Headlamp and taillamp, DRL compatible with control wire (Requires CK10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
8F2	Ornamentation, delete (Not available with (9R1) pickup box decal delete or (9M4) tailgate nameplate and decal delete.)	0.00 lbs	0.00 lbs
6J3	Wiring Provisions for grille lamps and siren speakers (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru.)	0.00 lbs	0.00 lbs
6J4	Wiring Horn and siren circuit (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru.)	0.00 lbs	0.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (H0U) Jet Black interior and (KI4) 120-volt power outlet.)	0.00 lbs	0.00 lbs
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com.	0.00 lbs	0.00 lbs
KI4	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (QT5) EZ Lift power lock and release tailgate. Included with (5W4) Special Service Package and (9C1) Police Pursuit Package. Includes (UBI) USB ports.)	0.00 lbs	0.00 lbs
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only.)	0.00 lbs	0.00 lbs
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
5Y1	Seats, Driver and passenger front individual seats Driver and passenger front individual seats derived from a 40-20-40 split bench seat with the 20% section removed. (Requires Regular or Crew Cab and (BG9) rubberized vinyl flooring.)	0.00 lbs	0.00 lbs
5J1	Calibration, keyless remote panic button exterior lights/horn disable (Requires CK10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting Calibration to disable interior & exterior automatic lighting. Feature is activated by adding wire connection to the BCM by customer/upfitter. (Requires CK10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
BCV	Auto Door Locks Disable Calibration disables auto door locks and is activated through radio or DIC settings. (Requires CK10*43 model, (5W4) Special Service Vehicle or (9C1) Police Pursuit Package and Government order.)	0.00 lbs	0.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

6N6	Door locks and handles Inside rear doors inoperative (doors can only be opened from outside) (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru.)	0.00 lbs	0.00 lbs
6N5	Inoperative rear windows (Requires CK10*43 model and (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
UTQ	Alarm, Horn Content Theft Deterrent, Disabled Calibration disables the horn for the theft deterrent alarm (Requires CK10*43 model and (5W4) Special Service Vehicle or (9C1) Police Pursuit Package..)	0.00 lbs	0.00 lbs
6E2	Key, common All keys are coded alike. Not compatible with Tahoe or prior years Silverados equipped with SEO 6E2 (Requires CK10*43 model, (5W4) Special Service Vehicle or (9C1) Police Pursuit Package, (SAF) spare tire lock, (UTQ) Alarm, Horn Content Theft Deterrent, Disabled and Government type order.)	0.00 lbs	0.00 lbs
5H1	Key equipment, two additional key fobs. Provides two additional spare key fobs for a total of (4). NOTE: programming of key fobs is at customer's expense. (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (AMF) Remote keyless entry package.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	0.00 lbs	0.00 lbs
	Options Total	**0.00 lbs**	**0.00 lbs**

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Standard Equipment

Package	
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	
	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Exterior	
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
	Taillamps with incandescent tail, stop and reverse lights
	Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black
	Tailgate and bed rail protection cap, top
	Tailgate, standard
	Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
	Tailgate, gate function manual, no EZ Lift
Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Wireless phone projection for Apple CarPlay and Android Auto
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering column lock, electrical
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry, with 2 transmitters
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone manual
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Safety-Mechanical	
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	3800 lbs
Rear Gross Axle Weight Rating:	3800 lbs
Gross Vehicle Weight Rating:	7100.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MI2
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.99	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.64		

Mileage

EPA Fuel Economy Est - Hwy	19 MPG	Cruising Range - City	360.00 mi
EPA Fuel Economy Est - City	15 MPG	Fuel Economy Est-Combined	16 MPG
Cruising Range - Hwy	456.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	9	EPA Greenhouse Gas Score	3

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2845 lbs
Curb Weight - Rear	1981 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	955.00 lbs
Reserve Axle Capacity - Rear	1819.00 lbs	As Spec'd Curb Weight	4826.00 lbs
As Spec'd Payload	2274.00 lbs	Maximum Payload Capacity	2274.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4826.00 lbs	Reserve Axle Capacity	2774.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7100.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9400 lbs	Wt Distributing Hitch - Max Tongue Wt.	940 lbs
Fifth Wheel Hitch - Max Trailer Wt.	9600 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2400 lbs
Maximum Trailering Capacity	9400 lbs		

Frame

Frame Type	Box Ladder	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Chassis

Suspension

Suspension Type - Front	Lifted w/Independent coil-over-shock	Suspension Type - Rear	Lifted w/Solid Axle
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QAE	Rear Tire Order Code	QAE
Spare Tire Order Code	RMW	Front Tire Size	275/60R20SL
Rear Tire Size	275/60R20SL	Spare Tire Size	275/60R20
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	20 x 9 in	Rear Wheel Size	20 x 9 in
Spare Wheel Size	20 x 9 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.9 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

Winner Chevrolet / Elk Grove Auto Group

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Chassis

Brakes

Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.16 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.4 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.88 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.51 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	69.92 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Dimensions

Cargo Area Dimensions

Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	62.9 ft³	Ext'd Cab Cargo Volume	N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24638. Data Updated: Feb 4, 2025 6:45:00 PM PST.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 3

Agenda Item: Police Department 2024 Annual Report

Executive Summary: This is the 2024 Police Department annual report. This report is a summary of Police Department activities in 2024.

Requested Action / Suggested Motions: Receive and file.

Responsible Staff Member: David Stevenson, Police Chief

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

Attachments:

01-STAFF REPORT-2024 PD ANNUAL REPORT.docx
02 - PD 2024 Annual Report.pdf

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

Meeting Date: March 11, 2025

Title: Police Department 2024 Annual Report

Location: Citywide

Responsible Staff Members: David Stevenson, Police Chief

Background: The Police Department began producing an annual report in 2020, this is the fifth annual report and is for calendar year 2024.

Issue and Discussion: The South Lake Tahoe Police Department 2024 annual report highlights accomplishments, police response statistics, joint dispatch center statistics, and other Police Department events for the year. We are honored to present the attached annual report to City Council and our community.

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

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

Policy Implications: This report supports the City’s strategic plan priority # 5.1 – Public Safety.

SOUTH LAKE TAHOE POLICE DEPARTMENT

ANNUAL REPORT

2024

SOUTH LAKE TAHOE, CALIFORNIA

CHIEF DAVID STEVENSON

WELCOME TO OUR FAMILY

MISSION STATEMENT

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

CHIEF'S MESSAGE

WELCOME TO THE SOUTH LAKE TAHOE POLICE DEPARTMENT'S 2024 ANNUAL REPORT. RECRUITMENT WAS A SIGNIFICANT FOCUS THROUGHOUT THE YEAR. IN APRIL, SGT. DOUG SENTELL WAS PROMOTED TO LIEUTENANT, FINALLY FILLING THE THIRD POLICE DEPARTMENT LIEUTENANT POSITION. THE "ADMIN" LIEUTENANT POSITION HAS ADDED MUCH NEEDED CAPACITY TO MANAGE PUBLIC RECORDS ACT REQUESTS, STATE MANDATES, DOCUMENT RETENTION, THE RECORDS DIVISION, PERSONNEL COMPLAINTS, AND MANY OTHER FUNCTIONS. ALSO IN APRIL, OFC. TRACI TRAPANI WAS PROMOTED TO SERGEANT. AND IN DECEMBER, DET. JOHNNY SPAETH WAS PROMOTED TO SERGEANT AND BEGAN HIS NEW ASSIGNMENT IN JANUARY 2025. CONGRATULATIONS TO ALL THREE! I WISH THEM THE BEST IN THEIR RESPECTIVE ASSIGNMENTS AND APPRECIATE THEM STEPPING UP TO THE CHALLENGE.

IT'S BITTERSWEET AS WE ALSO SAID GOODBYE TO SGT. ROSS MOLESWORTH WHO RETIRED IN JANUARY 2025 AFTER OVER 23 YEARS OF DEDICATED SERVICE TO THE CITY OF SOUTH LAKE TAHOE. ROSS WILL BE MISSED, AND WE WISH HIM AND HIS FAMILY THE BEST!

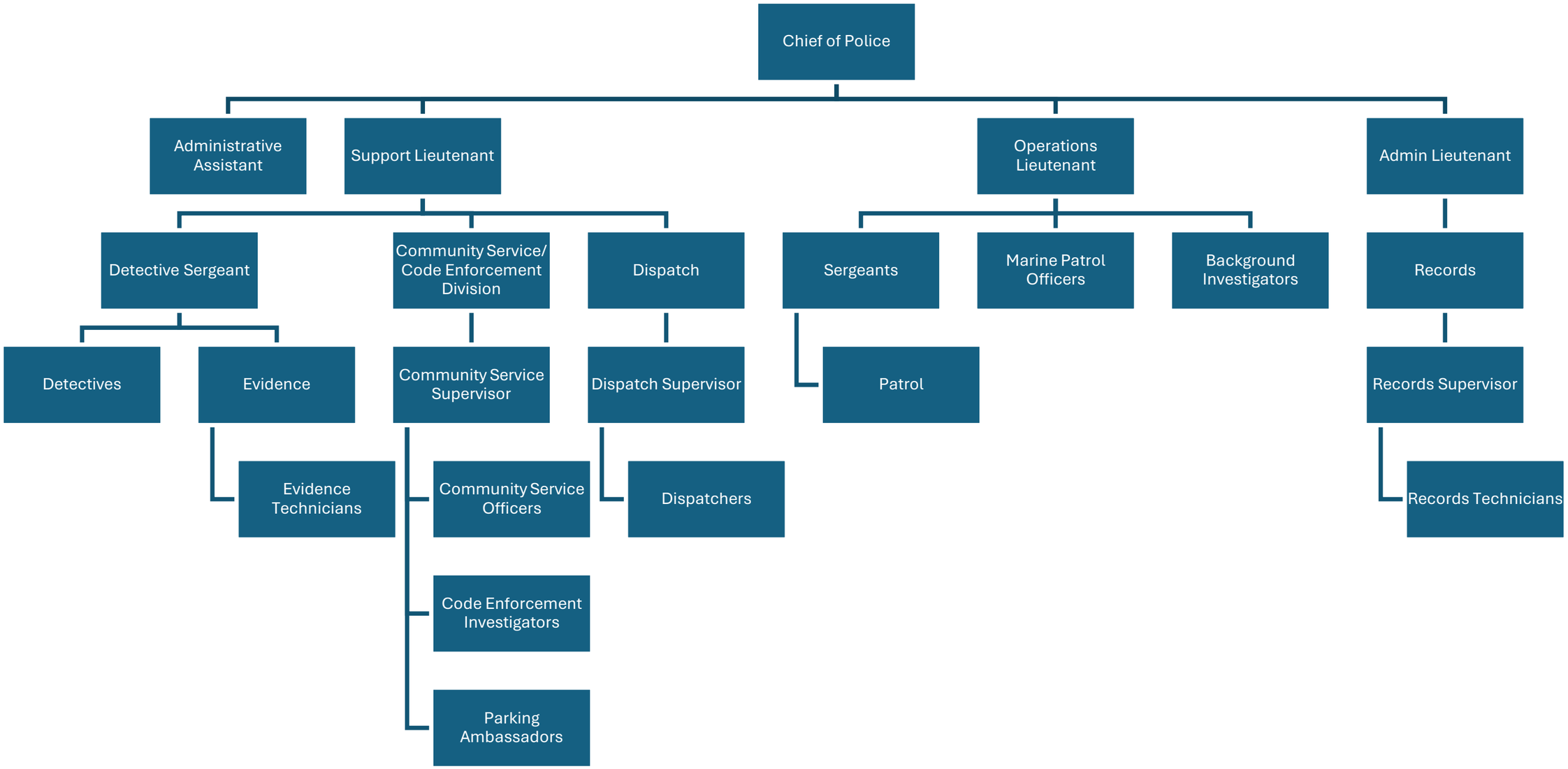
WE ALSO HIRED 11 OTHER EMPLOYEES INCLUDING 2 POLICE OFFICERS, 2 DISPATCHERS, 4 COMMUNITY SERVICE OFFICERS, 1 CODE COMPLIANCE INVESTIGATOR, 1 RESERVE POLICE OFFICER (PART TIME), AND 1 PAID INTERN (PART TIME).

OUR AXON BODY WORN AND IN-CAR CAMERA SYSTEMS HAVE BECOME AN IMPORTANT TOOL FOR OFFICERS. THEY ARE ESSENTIAL TO OUR OFFICERS FOR DOCUMENTATION, DIGITAL EVIDENCE STORAGE, AND TRANSPARENCY WITH THE PUBLIC. IN SEPTEMBER THE CITY COUNCIL APPROVED A $980,976.45 FIVE-YEAR CONTRACT EXTENSION WITH AXON TO CONTINUE WITH THIS VITAL EQUIPMENT. CITY COUNCIL SUPPORT FOR THIS EQUIPMENT IS GREATLY APPRECIATED.

THE ANNUAL CITY MANAGER'S EMPLOYEE EXCELLENCE AWARDS WERE HELD IN OCTOBER. CONGRATULATIONS TO DET. MATT MORRISON WHO WAS AWARDED THE SUGAR PINE TOP INDIVIDUAL AWARD FOR THE CITY.

LASTLY, TO THE POLICE DEPARTMENT TEAM, THANK YOU! I'M LOOKING FORWARD TO 2025 AND SO HUMBLED AND PROUD TO BE YOUR CHIEF. BE PROFESSIONAL AND DO YOUR JOBS WITH HONOR, EMPATHY, AND COMPASSION. AND ALWAYS BE SAFE!

ORGANIZATIONAL CHART



OPERATIONS DIVSION

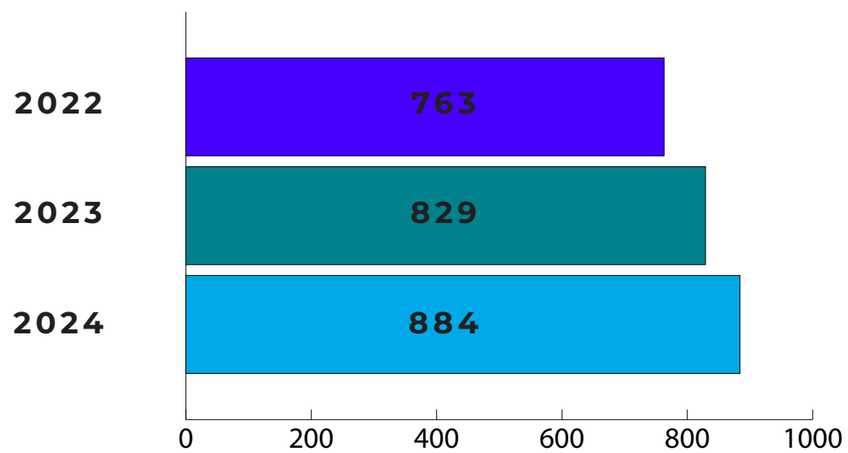
OPERATIONS DIVISION MESSAGE

THE OPERATIONS DIVISION OF SLT PD PROVIDES THE CORE POLICE SERVICES TO SOUTH LAKE TAHOE. OUR PATROL RESPONSE IS ENCOMPASSED BY THE OPERATIONS DIVISION. PATROL OFFICERS ARE THE FIRST TO ARRIVE ON SCENE AND MAKE CONTACT WITH ANYBODY WHO CALLS THE POLICE WHETHER IT'S AN EMERGENCY OR OTHERWISE. OFFICERS HAVE THE INHERENTLY DANGEROUS AND DIFFICULT TASK OF RESPONDING TO SCENES RIDDLED WITH UNKNOWNS. RARELY ARE THE CALLS WE RESPOND TO WHAT WE EXPECT AND NO TWO ARE EVER THE SAME. NO PATROL OFFICER EVER HAS THE SAME WORKDAY TWICE. PATROL OFFICERS ARE ALSO ACTIVELY PATROLLING THE STREETS OF SOUTH LAKE TAHOE, ENFORCING TRAFFIC LAWS, DUI AND CONDUCTING OTHER PROACTIVE CRIME PREVENTION PATROL EFFORTS.

2024 REPORT ON MAJOR OFFENSES

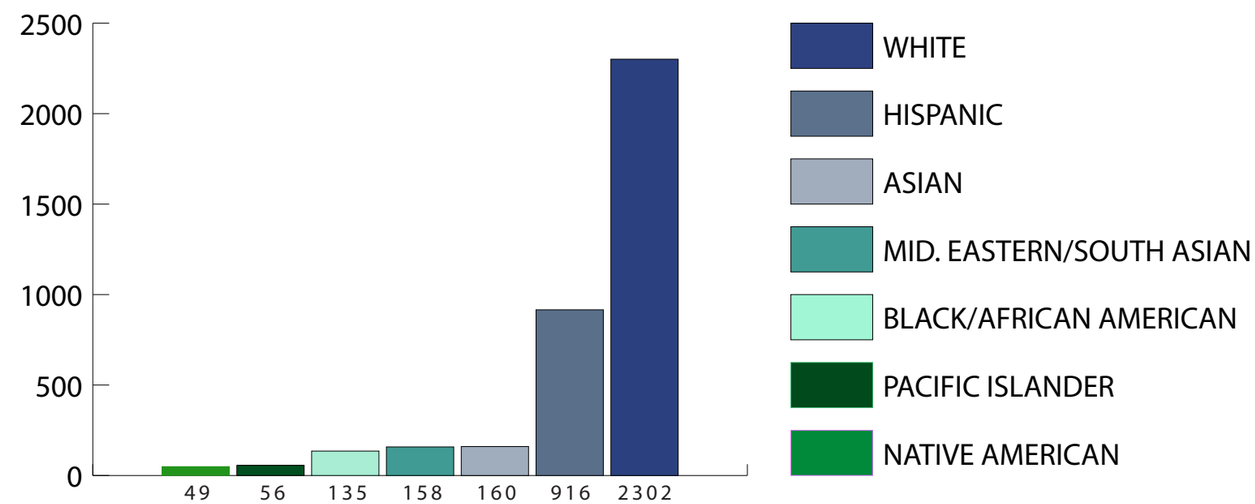
OFFENSE	NUMBER OF OFFENSES
HOMICIDE	1
RAPE/ATT RAPE	8
ROBBERY	9
ALL ASSAULTS	421
BURGLARY	43
LARCENY/THEFT	247
MOTOR VEH THEFT	23

TOTAL ARRESTS



2024 STOP DATA

STOPS BY RACE

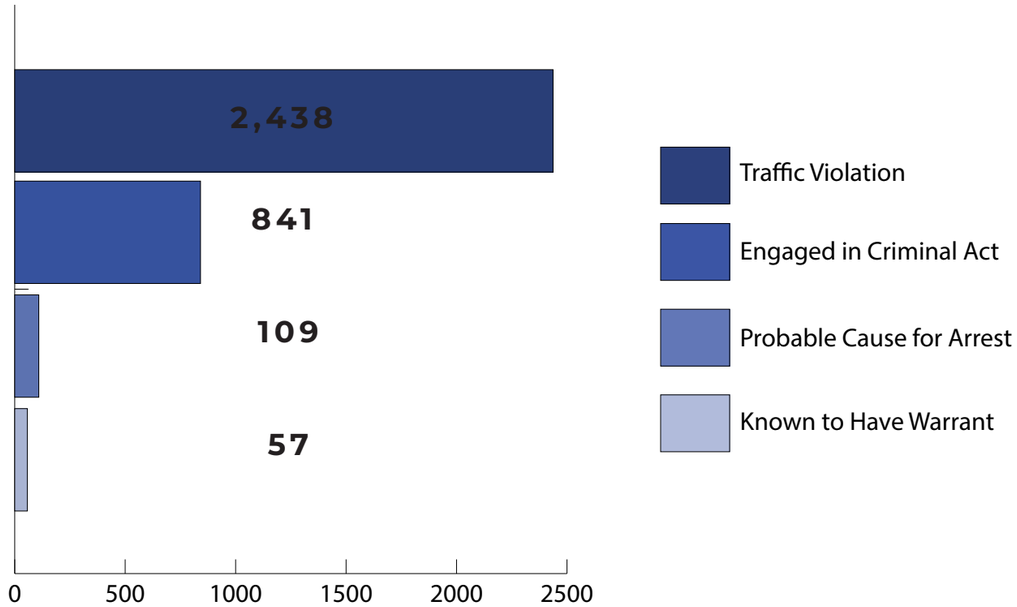


TOTAL STOPS: 3,776

NOTE: STOP DATA TOTALS WILL NOT MATCH OTHER STOP DATA POINTS DUE TO A WIDE VARIATION OF STOPS AND OUTCOMES (E.G. ONE CAR STOPPED WITH MULTIPLE OCCUPANTS).

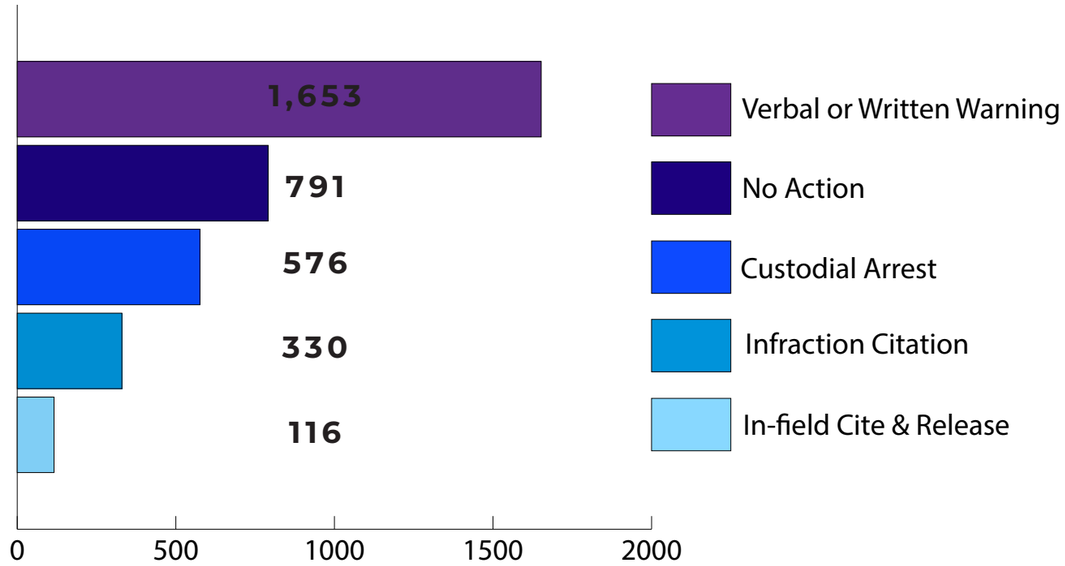
2024 STOP DATA

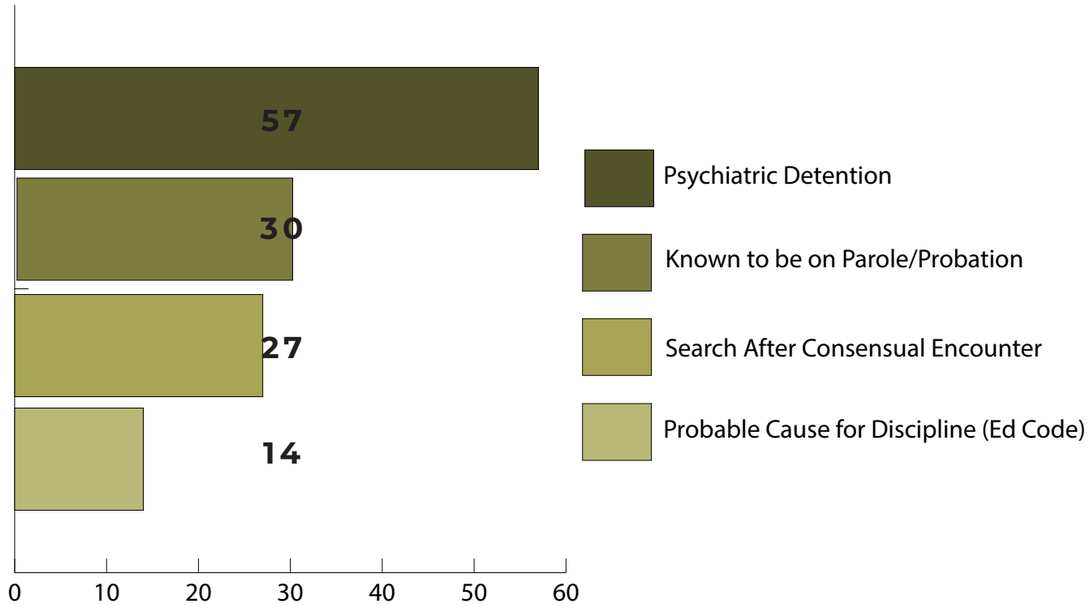
REASON FOR STOP

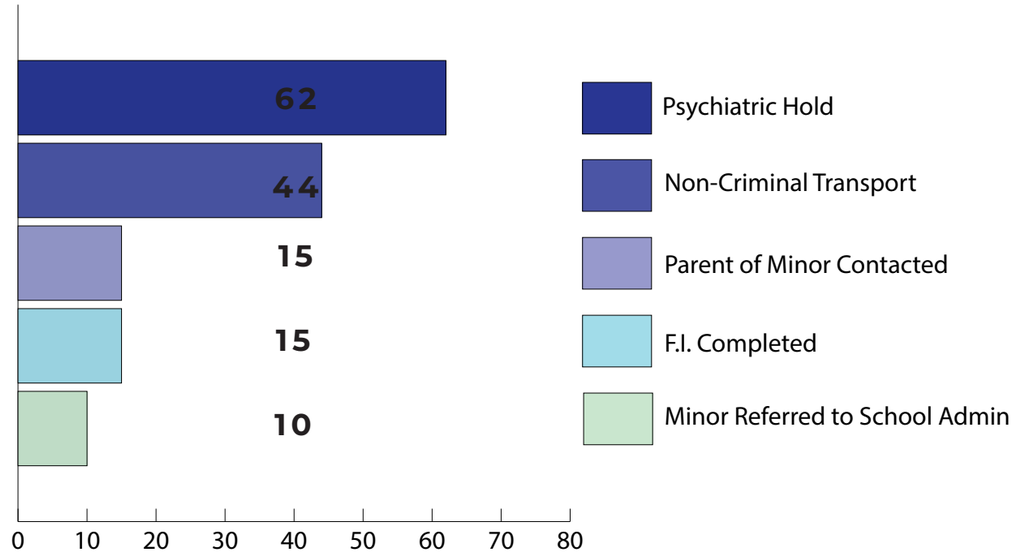


2024 STOP DATA

ACTION TAKEN







FIELD TRAINING PROGRAM

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

IN 2024, THE FTP DIVISION SAW SOME STAFFING CHANGES, WITH LONGTIME FIELD TRAINING OFFICER TRAPANI BEING PROMOTED TO THE RANK OF SERGEANT, AND THE ADDITION OF TWO NEW TRAINERS, OFFICERS NEUMANN AND TERRINI. THIS EXPANSION BROUGHT THE PROGRAM TO A TOTAL OF SIX FIELD TRAINING OFFICERS (FTOS) UNDER THE SUPERVISION OF ONE SERGEANT. DURING THE SAME YEAR, THE SOUTH LAKE TAHOE POLICE DEPARTMENT FIELD TRAINING PROGRAM SUCCESSFULLY TRAINED FOUR CALIFORNIA POST CERTIFIED TRAINING ACADEMY GRADUATES, WHO ARE NOW ASSIGNED TO THE PATROL DIVISION.

CALIFORINA POST-CERTIFIED FIELD TRAINING PROGRAM

STACS

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

IN 2024, OFFICER HAZELET'S WORKLOAD INCLUDED THE FOLLOWING:

-542 INCIDENTS RESPONDED TO
-106 CASES
-186 CAMP/GARBAGE CLEAN-UP REFERRALS
-132 SHELTER REFERRALS
-40 SUBJECTS HOUSED
-56 ARRESTS

SCHOOL RESOURCE OFFICER

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

AFTER FINISHING HIS FIRST YEAR AS THE SRO FOR THE 23-24 SCHOOL YEAR, OFFICER PETERSON BEGAN HIS SECOND YEAR AS SRO THIS PAST FALL. OFFICER PETERSON HAS 9 YEARS OF EXPERIENCE AS A PEACE OFFICER AND HAS WORKED FOR THE SOUTH LAKE TAHOE POLICE DEPARTMENT FOR 7 YEARS. THIS PAST YEAR OFFICER PETERSON HAS WORKED IN TANDEM WITH ADMINISTRATION AT THE SCHOOLS TO INCREASE SCHOOL SAFETY AND REDUCE JUVENILE DELINQUENCY. OFFICER PETERSON'S 2024 ACCOMPLISHMENTS INCLUDE REDUCING UNLICENSED STUDENT DRIVERS, INCREASE BICYCLE/E-BIKE SAFETY BY EDUCATING RIDERS AS THEY ARRIVE/LEAVE SCHOOL, CAREER DAY PARTICIPATION, PARTICIPATION IN DRIVER'S ED CLASS, AND BEING AN ACTOR IN THE ANTI-DRUG CAMPUS DRUG STORE PROJECT.

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

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

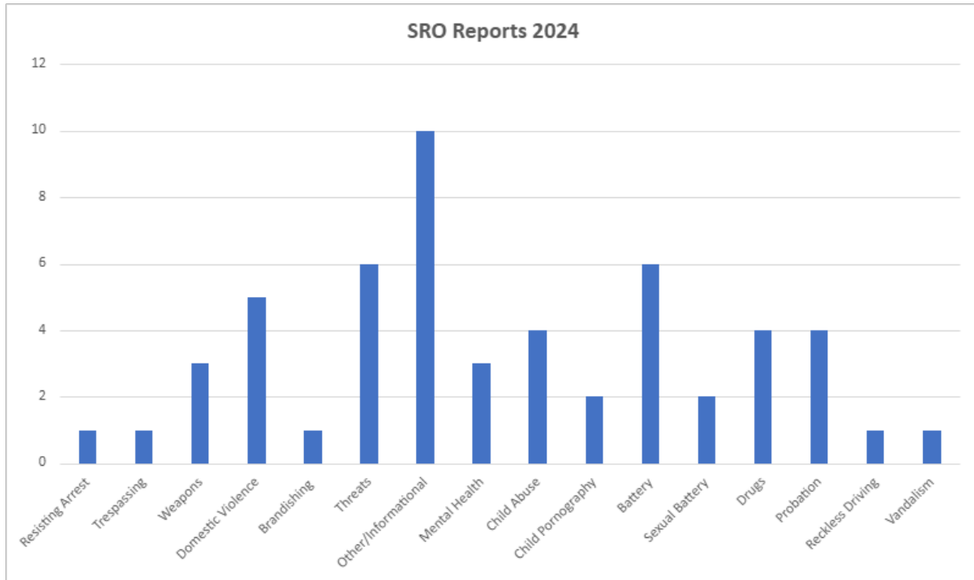
SCHOOL RESOURCE OFFICER

2024 NOTABLE CASES

-MUSHROOMS/PSILOCYBIN CHOCOLATE BARS AND THC VAPES AT THE MIDDLE SCHOOL.

-SEX OFFENDER ARRESTED AFTER HE WAS FOUND ON THE MIDDLE SCHOOL CAMPUS

-STUDENT ARRESTED FOR BRINGING A KNIFE ONTO CAMPUS DURING SCHOOL HOURS



TRAFFIC UNIT

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

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

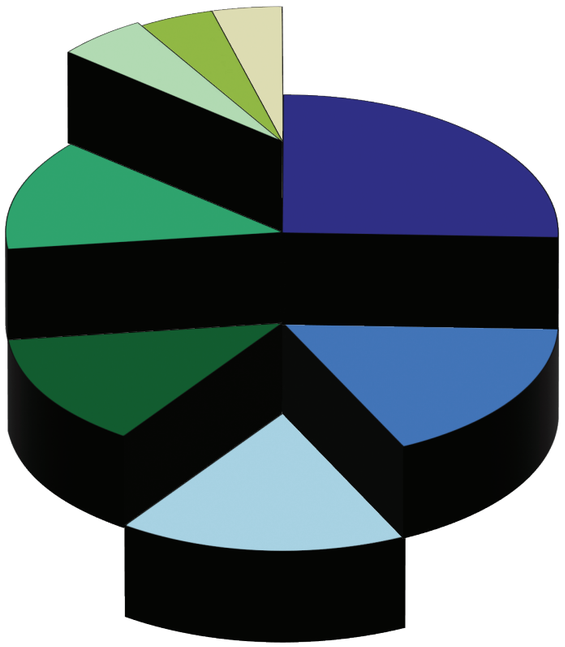
OFFICER NEUMANN IS ALSO RELIED UPON FOR SPECIAL EVENTS LIKE NATIONAL NIGHT OUT AND THE 4TH OF JULY PARADE.

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

IN JULY OF 2024, OFFICER NEUMANN WAS RECOGNIZED BY MADD (MOTHERS AGAINST DRUNK DRIVING) FOR HER CONTRIBUTIONS TO GETTING IMPAIRED DRIVERS OFF THE STREET.

TRAFFIC UNIT

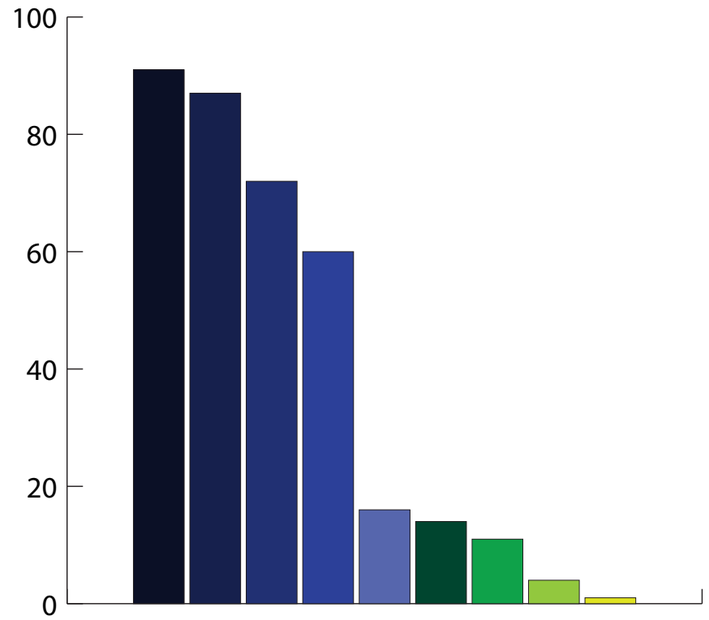
2024 TOP PRIMARY COLLISION FACTORS



- UNSAFE SPEED **89**
- RIGHT OF WAY VIOLATION **58**
- IMPROPER TURNING **56**
- DUI **45**
- OTHER IMPROPER DRIVING **41**
- FAIL TO STOP FOR SIGN/SIGNAL **16**
- DRIVE ON WRONG SIDE OF THE ROAD **16**
- UNSAFE LANE CHANGE **13**

TOTAL TOP PRIMARY COLLISION FACTORS: 334

2024 COLLISION BY TYPE



- Broadside **91**
- Rear-End **87**
- Sideswipe **72**
- Hit Object **60**
- Head-On **16**
- Other **14**
- Vehicle-Pedestrian **11**
- Overturned **4**
- Unknown **1**

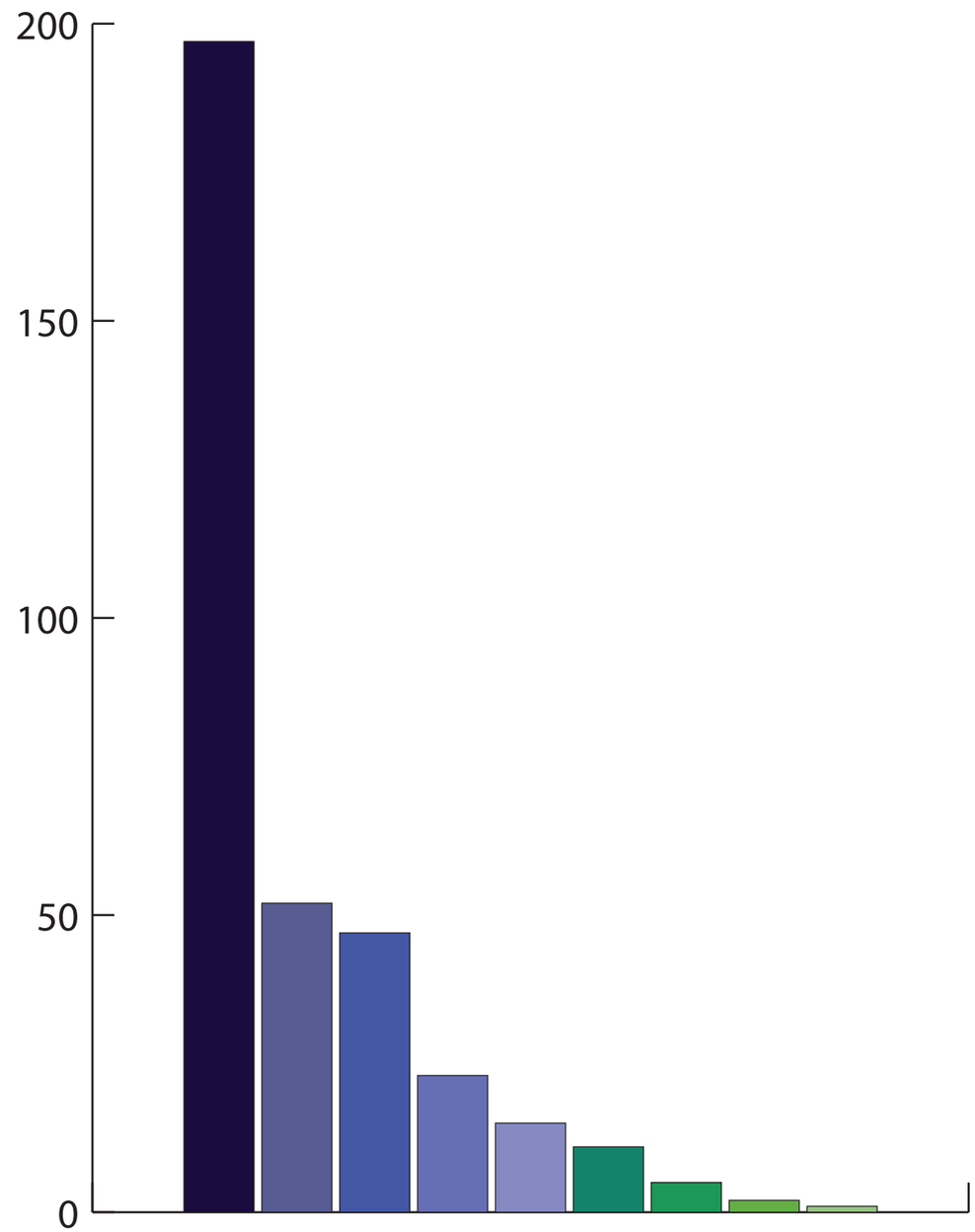
TOTAL COLLISIONS: 356

TRAFFIC UNIT

2024 COLLISIONS BY INVOLVED WITH

Other Motor Vehicle	197
Fixed Object	52
Parked Vehicle	47
Bicyle	26
Other Object	15
Pedestrian	11
Non-Collision	5
Animal	2
Veh on Other Roadway	1

2024 COLLISIONS BY INVOVLED WITH



TOTAL COLLISIONS: 356

MARINE UNIT

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

SUPPORT DIVSION

SUPPORT DIVISION MESSAGE

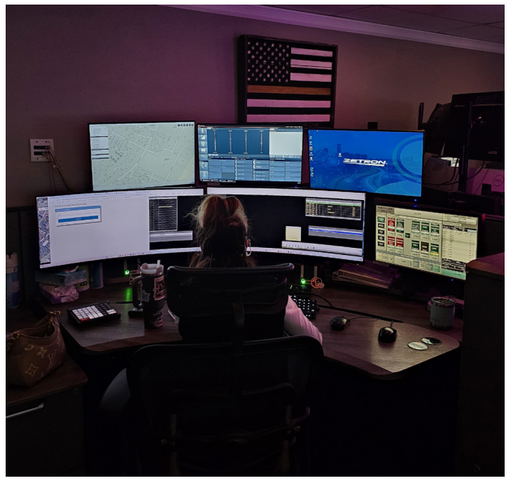
OUR SUPPORT DIVISION CONSISITS OF THREE BRANCHES: DETECTIVES, DISPATCH, AND COMMUNITY SERVICE. THESE BRANCHES ARE VITIAL TO THE OVERALL SUCCESS OF THE DEPARTMENT.

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

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

OUR COMMUNITY SERVICE BRANCH HANDLES A WIDE VARITEY OF QUALITY OF LIFE CALLS, HELPING THE CITY BE A BETTER PLACE TO LIVE. THE BRANCH ALSO HANDLES FALSE ALARM CALL ISSUES, PARKING ISSUES, AND VACATION HOME RENTAL ISSUES.

DISPATCH



SOUTH LAKE TAHOE DISPATCH CONTINUES TO BE THE HEART OF PUBLIC SAFETY FOR THE CITY AND SOME UNINCORPORATED AREAS OF EL DORADO COUNTY. LAKE VALLEY FIRE PROTECTION DISTRICT – IN THE COUNTY AREA – COVERS EMERALD BAY IN THE NORTH, PICKETT'S JUNCTION IN THE SOUTH, AND CAMP SACRAMENTO TO THE WEST. THROUGHOUT THE SUMMER, WE ALSO DISPATCH FOR FALLEN LEAF FIRE AND CALFIRE TO PROVIDE AUTOMATIC AID TO THE REGIONS NEAR EMERALD BAY. OUR JOINT DISPATCH CENTER ROUTES ALL CALLS FOR POLICE, FIRE, AND MEDICAL THROUGHOUT THE SOUTH SHORE OF LAKE TAHOE.

FOR SEVERAL YEARS, DISPATCH HAS FACED HISTORICALLY LOW STAFFING. THE JOINT COMMUNICATION CETNER IS ALLOCATED 9 DISPATCHER POSITIONS AND ONE SUPERVISOR. CURRENTLY, WE HAVE SIX FULL-TIME DISPATCHERS AND A SUPERVISOR WHO ALSO FILLS STAFFING GAPS. OPEN POSITIONS WILL BE FILLED WITH TWO DISPATCHERS CURRENTLY IN TRAINING AND ANOTHER COMPLETING OUR STRINGENT HIRING PROCESS. WE ARE VERY EXCITED TO HAVE OUR DISPATCH CENTER NEAR FULLY STAFFED; AND THRILLED TO HAVE THESE ADDITIONS TO OUR TEAM

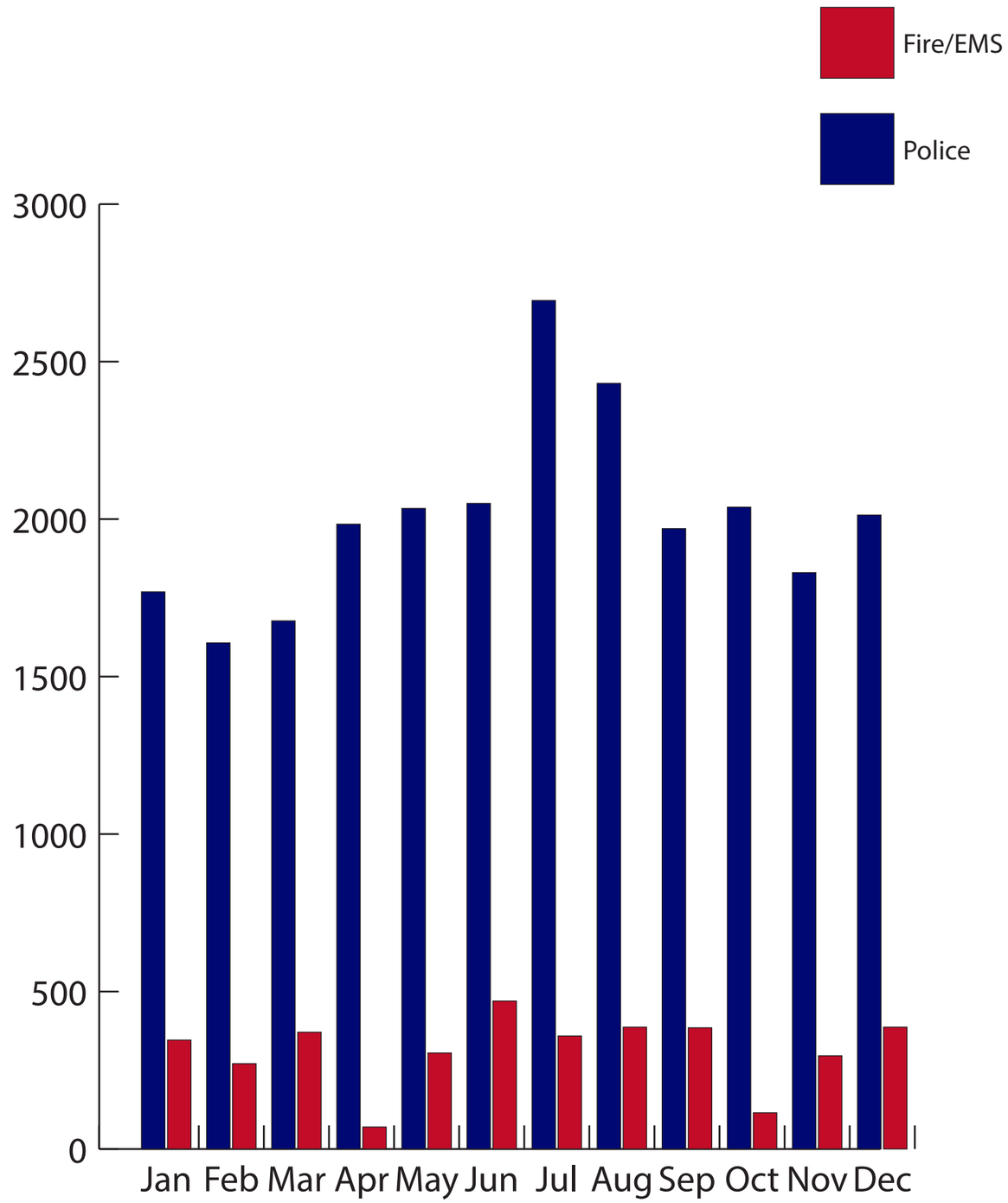
DISPATCHERS ARE RESPONSIBLE FOR ANSWERING THE POLICE DEPARTMENT'S BUSINESS LINES AND 911 PHONES AND WORKING THE POLICE, FIRE, AND EMERGENCY MEDICAL RADIOS, OFTENTIMES ALL AT ONCE. DISPATCHERS ARE ALSO TRAINED IN EMERGENCY MEDICAL DISPATCHING AND CAN PROVIDE CALLERS WITH LIFE-SAVING INTERVENTIONS.

LAST YEAR, WE INTRODUCED A WELLNESS APP FOR ALL OUR STAFF. IT'S AVAILABLE TO SWORN AND NON-SWORN PERSONNEL, THEIR FAMILIES, AS WELL AS OUR RETIRED EMPLOYEES. THEY HAVE ACCESS TO OUR EMPLOYEE ASSISTANCE PROGRAM, OUR PEER SUPPORT TEAM, AND A VARIETY OF OTHER RESOURCES. OUR DEPARTMENT IS VERY COMMITTED TO THE WELLNESS OF OUR STAFF AND THEIR LOVED ONES. OUR DISPATCH SUPERVISOR AND A FELLOW PEER SUPPORTER FROM THE CITY OF SOUTH LAKE TAHOE FIRE ARE BOTH ON OUR REGIONAL CRITICAL INCIDENT STRESS MANAGEMENT (CISM) TEAM. THE TEAM SUPPORTS AND HELPS OUR FIRST RESPONDERS AND HOSPITAL STAFF NAVIGATE OUR CRITICAL INCIDENTS.

2024 CALLS FOR SERVICE

Month	Police	Fire/EMS
January	1769	346
February	1607	271
March	1677	371
April	1984	70
May	2034	305
June	2050	470
July	2694	359
August	2431	387
September	1970	385
October	2038	115
November	1830	296
December	2013	387

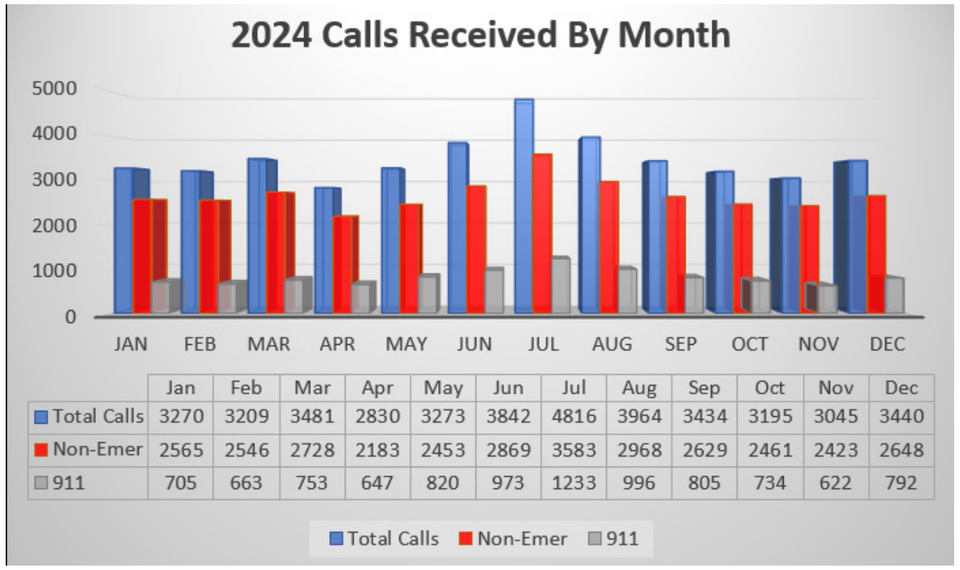
TOTAL POLICE CALLS FOR SERIVCE: 24,097



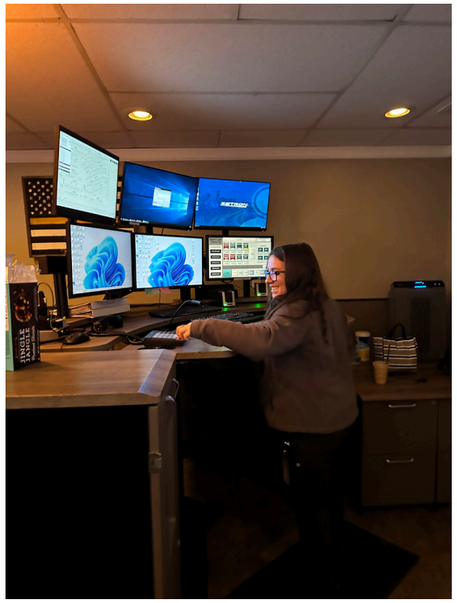
DISPATCH

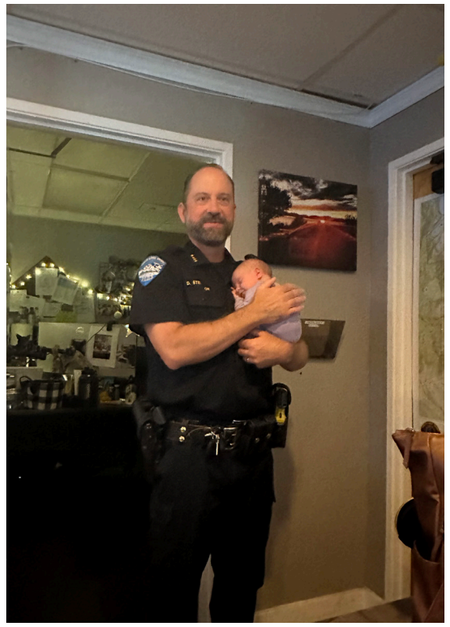
STATISTICS:

IN 2024, DISPATCHERS RECEIVED A TOTAL OF 41,799 CALLS FROM THE PUBLIC (COMPARED TO 46,905 IN 2023). OF THAT TOTAL, 9,743 (23%) WERE 911 EMERGENCY CALLS AND 32,056 (77%) WERE CLASSIFIED AS NON-EMERGENCY CALLS. OUR NEW CAD SYSTEM ALSO IS CAPABLE OF RECEIVING "911 TEXTS" DISPATCHERS ALSO RESPOND VIA TEXT TO PEOPLE COMMUNICATING WITH 911 OVER TEXT MESSAGE. IN 2024, DISPATCH RECEIVED 627 EMERGENCY REQUESTS VIA TEXT MESSAGE, UP FROM 195 IN 2023.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Total Calls	3270	3209	3481	2830	3273	3842	4816	3964	3434	3195	3045	3440
Non-Emer	2565	2546	2728	2183	2453	2869	3583	2968	2629	2461	2423	2648
911	705	663	753	647	820	973	1233	996	805	734	622	792





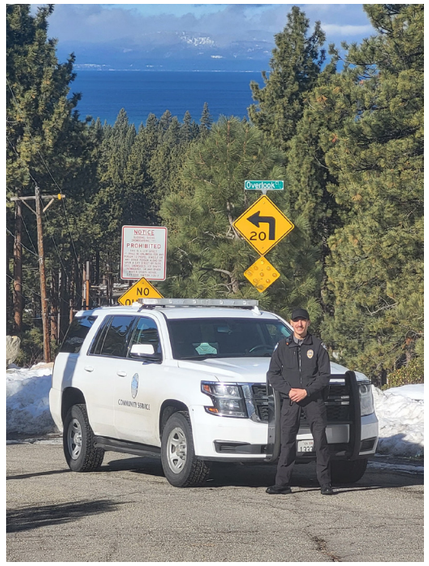
SWAT/CRU

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

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

SWAT/CRU

COMMUNITY SERVICE UNIT



OUR COMMUNITY SERVICE OFFICERS (CSOS) ACT AS A SUPPORT DIVISION TO THE SOUTH LAKE TAHOE POLICE DEPARTMENT. ADDITIONALLY, THEY ASSIST OTHER CITY DEPARTMENTS AS WELL AS AGENCIES SUCH AS CLEAN TAHOE AND SOUTH TAHOE REFUSE. OUR CSOS RESPOND TO ALL PUBLIC NUISANCE COMPLAINTS AND HAVE THE AUTHORITY TO ENFORCE VIOLATIONS OF THE SOUTH LAKE TAHOE CITY CODE.

THE CSOS COORDINATE WITH EXTERNAL RESOURCES TO HELP ABATE NUISANCES THROUGHOUT THE CITY. IN 2024, THEY STARTED THE ABATEMENT PROCESS ON TWO SEPARATE PROPERTIES; ONE IS A LARGE STRUCTURE ON LAKE TAHOE BOULEVARD AND THE OTHER A RESIDENTIAL PROPERTY.

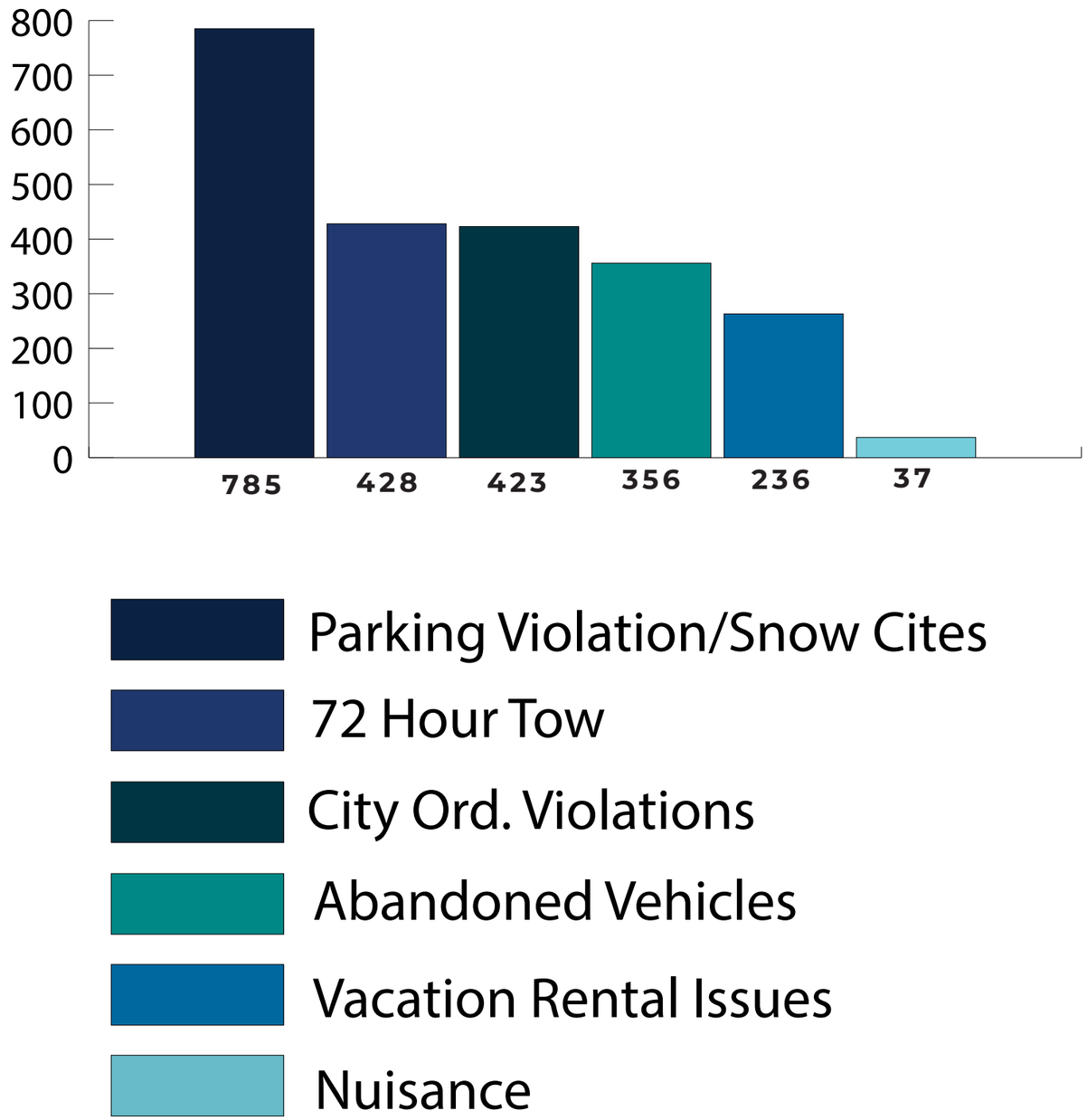
IN ADDITION TO NUISANCE COMPLAINTS, CSOS ALSO RESPOND TO ANY SHORT-TERM RENTAL COMPLAINTS OR CONCERNS, PERMITTED OR NOT. THIS INCLUDES PROVIDING EDUCATION AND ISSUING ADMINISTRATIVE CITATIONS, WHEN NECESSARY.

ASIDE FROM CODE ENFORCEMENT DUTIES, CSOS SUPPORT TO THE POLICE AND FIRE DEPARTMENTS BY MANAGING SCENES OF TRAFFIC COLLISIONS WITH ROAD OR LANE CLOSURES. THEY ALSO ASSIST WITH PARKING ENFORCEMENT, GRAFFITI REPORTS, FOUND PROPERTY, AND VEHICLE ABATEMENTS.

THE COMMUNITY SERVICE DIVISION IS SUPPORTED BY ADMINISTRATIVE ASSISTANTS AND PARKING AMBASSADORS. OUR ADMINISTRATIVE ASSISTANTS PROVIDE FINGERPRINT SERVICES, MANAGE THE CITY'S PARKING GARAGE, AND OVERSEE ALARM, BUSINESS, MOBILE VENDING, MASSAGE, TAXI, AND SHORT-TERM RENTAL PERMITS. ONE OF THE ADMINISTRATIVE ASSISTANTS IS A CODE COMPLIANCE INVESTIGATOR, WHO RESEARCHES PROPERTIES RENTING SHORT TERM. PROPERTIES OWNERS WHO ARE FOUND RENTING WITHOUT A PERMIT ARE ISSUED AN ADMINISTRATIVE CITATION. OUR PARKING AMBASSADORS PROVIDE EDUCATION TO THE PUBLIC ON LEGAL PARKING AND ISSUE PARKING CITATIONS.

COMMUNITY SERVICE UNIT

2024 CALLS FOR SERVICE



VACATION HOME RENTAL ENFORCEMENT

CITATIONS ISSUED

143

FINES COLLECTED

$135,238

FINES PENDING

$261,064

PERMITS REVOKED

2

DETECTIVE UNIT

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

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

Major Crimes	• 1 Detective
Domestic Violence	• 1 Detective (grant funded)
Cannabis/Property Crimes	• 1 Detective
Child Crimes	• 2 Detectives
FBI Task Force Officer	• 1 Detective (duly sworn)
CSI Team	• 2 Evidence Technicians
Detective Supervisor	• 1 Sergeant
Division Leadership	• 1 Lieutenant

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

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

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

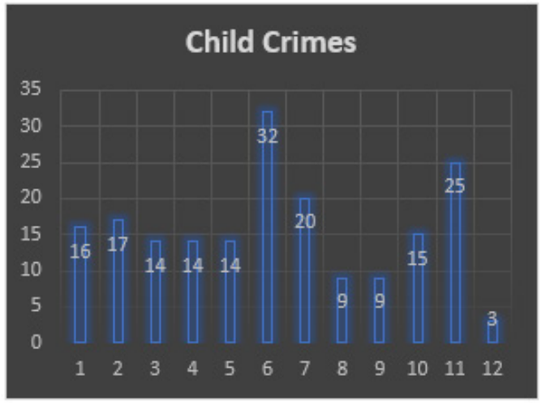
IT IS IMPORTANT TO RECOGNIZE THAT CASES DO NOT ARRIVE IN THE DETECTIVE DIVISION SOLELY FROM PATROL OFFICERS. FOR EXAMPLE, THE TASK FORCE OFFICER HAS FEDERAL CASES ASSIGNED BY THE FBI, THE CHILD CRIMES DETECTIVES HAVE CASES REFERRED BY CPS OR THE SCHOOL DISTRICT STAFF, INTERNET CRIMES AGAINST CHILDREN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

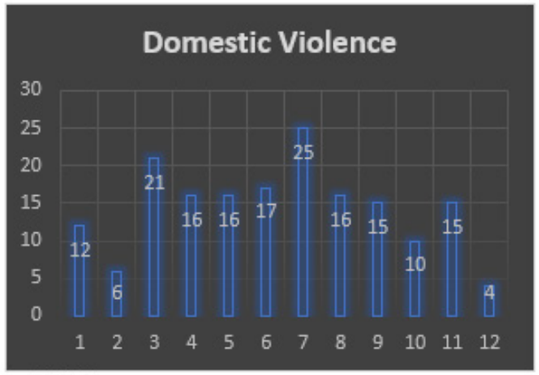
DETECTIVE UNIT

2024 NOTABLE CASES

- Quadruple overdose case resulting in four deaths
- A series of credit card skimmers were reported at local 7-11 stores
- Detectives completed four plainclothes narcotics operations in a 5-hour span
- Detectives traveled to Kansas City to locate and apprehend a child sexual assault suspect
- Detectives and SWAT worked together to handle an attempted homicide case. The suspect was arrested and is awaiting trial.
- Detectives were summoned after hours to investigate a possible kidnapping and ransom case. Working with other agencies across California, the case was found to be a hoax.
- The Division worked together to investigate a possible human trafficking case revolving around a runaway female
- Detectives and Patrol Officers worked with agencies from California and Nevada to locate and apprehend a suspect who was threatening to conduct a school shooting attack in the Sonoma area
- The Division investigated a homicide case in which the suspect used a non-traditional firearm to kill a male victim

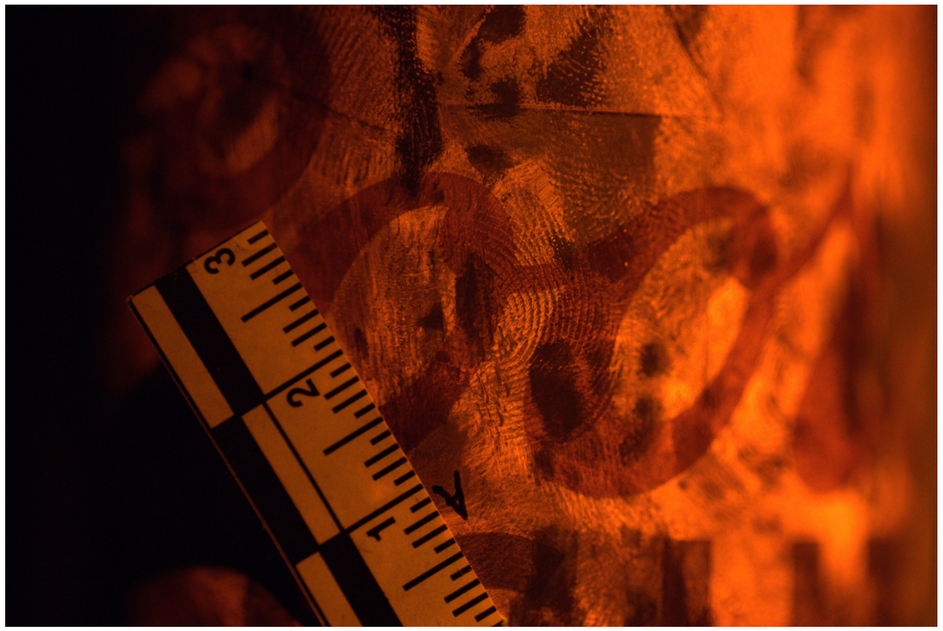
2024 CASES BY MONTH





*Data current as of 12/1/24

EVIDENCE DIVISION



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

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

IN 2024, OUR TECHS RECOVERED VALUABLE EVIDENCE IN MANY CASES. IN ONE CASE, SOMEONE PLACED A SKIMMING DEVICE IN A DEBIT CARD PAYMENT MACHINE INSIDE A BUSINESS. OUR TECH WAS ABLE TO RECOVER DNA FROM THE SKIMMER. THAT DNA PROFILE WAS UPLOADED INTO A NATIONAL DATABASE WHERE IT WAS MATCHED WITH A DNA PROFILE FROM ANOTHER SKIMMER FOUND IN CONNECTICUT.

ADMINISTRATIVE DIVSION

THIS IS THE FIRST YEAR THE NEW ADMIN LIEUTENANT POSITION HAS BEEN FILLED. THE ADMIN LIEUTENANT WAS CREATED TO HANDLE THE MYRIAD OF STATE-MANDATED REPORTING TASKS. IT ALSO CONSOLIDATED A DUTIES RELATED TO RECORDS MAINTENANCE AND DESTRUCTION, TRAINING MANAGEMENT, POLICY UPDATES, AS WELL AS INTERNAL AFFAIRS INVESTIGATIONS.

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

RECORDS UNIT

IN 2024, THE RECORDS DIVISION SUCCESSFULLY COMPLETED TWO CALIFORNIA DEPARTMENT OF JUSTICE AUDITS FOR ITS USE OF THE CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) AND CORI (CRIMINAL OFFENDER RECORD INFORMATION) DATABASES. ADDITIONALLY, THE DIVISION TRANSMITTED 3,237 STOP DATA RECORDS TO THE RIPA (RACIAL AND IDENTITY PROFILING ACT) BOARD AND REPORTED 1,302 OFFENSES TO THE CIBRS (CALIFORNIA INCIDENT BASED REPORTING SYSTEM) DIVISION OF THE CALIFORNIA DEPARTMENT OF JUSTICE, ACHIEVING A 0.0% ERROR RATE. WE PROCESSED 15 U-VISA APPLICATIONS, 33 WARRANT ENTRIES, PURGED 18 YEARS OF CITATIONS AND 910 CASES WERE SENT TO THE DISTRICT ATTORNEY'S OFFICE FOR REVIEW.

THE RECORDS DIVISION FREQUENTLY SERVES AS A LIAISON BETWEEN VARIOUS AGENCIES. IT COLLABORATES CLOSELY WITH ORGANIZATIONS SUCH AS THE EL DORADO COUNTY SUPERIOR COURT, EL DORADO COUNTY DISTRICT ATTORNEY, EL DORADO COUNTY PROBATION, EL DORADO COUNTY SHERIFF, CALIFORNIA HIGHWAY PATROL, DOUGLAS COUNTY SHERIFF, AND MANY OTHERS.

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

THANK YOU FOR ALL YOUR SUPPORT IN 2024! WE LOOK FORWARD TO A GREAT 2025!

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 4

Agenda Item: Amendment to Contract with Blink Network, LLC to Increase Compensation to Include Tax

Executive Summary: Funding for the purchase of the chargers and O&M was allocated at the time council approved the contract. There was an oversight on the quote in that it did not include sales tax. This Amendment 1 seeks to address the error and allocate funding to include the appropriate tax in order to complete the purchase. This action will increase the total contract amount by $7,541.93 to $104, 858.83.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the City Manager to execute Amendment No.1 to Agreement with Blink Network, LLC, increasing the contract amount by $7,541.93 to cover the tax for ten dual port electric vehicle chargers for a new not-to-exceed amount of $104,858.83.

Responsible Staff Member: Sara Letton, Sustainability Coordinator

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

Attachments:

01 - Staff Report - Blink Amendment.docx
02 - Blink Contract Amendment 1.docx
03-C-098-2024 Blink Network.pdf
04 - Blink Invoice for Bellamy chargers.pdf
05 - Blink Updated Quote for Rec Center Chargers.pdf

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

Meeting Date: March 11, 2025

Title: Amendment 1 with Blink Network LLC

Location: "Citywide"

Responsible Staff Member: Sara Letton (530) 542-6175 & Anush Nejad (530) 542- 6031

Background: On June 18, 2024, Blink Network LLC contracted (C-098-2024) with the City to provide electric vehicle (EV) chargers, as well as Operations & Maintenance (O&M), at a guaranteed pricing for 10 years indexed to the San Francisco Bay Area Consumer Price Index (CPI), effective February each year. Two quotes were provided at the time of contracting and allocation of funds, which were for seven public-facing dual EV chargers for the Bellamy Parking Garage and three for the new Recreation and Aquatics Center.

Issue and Discussion: Funding for the purchase of the chargers was allocated at the time council approved the contract. There was an oversight on the quote in that it did not include sales tax. This Amendment 1 seeks to address the error and allocate funding to include the appropriate tax in order to complete the purchase.

Financial Implications: $68,226.83 was allocated for the seven electric vehicle (EV) chargers, O&M, and freight for the Bellamy Garage. An additional allocation from account 520-05320-46110 (Parking Garage Fund) in the amount of $5,522.71 is needed to complete the purchase of the chargers for the Bellamy Garage. $29,090.07 was allocated in account 301-60018-48030 (Recreation and Aquatics Center account) for three chargers, O&M, and freight at the new Recreation and Aquatics Center as part of the contract cost with Roebbelen Contracting Inc. (a change order was executed with Roebbelen in December 2024 to reduce the contract by the value of EV chargers). An additional amount of $2,019.22 toward tax is needed to complete the purchase for the Recreation Center chargers. The total contract amount with Blink will increase by $7,541.93 to cover the sales tax on the chargers, which was inadvertently left off the quote included in the council item from June 18, 2024. Funding has been accounted for in the midyear budget request. The total comes to $104,858.83.

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

Policy Implications: The project supports the City's Strategic Priorities:

- 1.4 Transportation via "electrification of the transportation system is a top priority."

- 1.5 Carbon Neutrality to “pursue opportunities for electrification, including transitioning fleet vehicles to electric and building robust EV charging infrastructure by 2025.”

The project advances the City’s Climate Action Plan:
EDT-1, Promote and incentivize EVs and EV chargers: “Evaluate the potential incentives to convert fleets to EVs.”
The project supports community GHG emissions reductions, contributing to the science-based emissions reductions target established in Resolution No. 2022-088.

CITY OF SOUTH LAKE TAHOE

AMENDMENT 1 TO MASTER AGREEMENT

This Amendment 1 to the Master Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and __Blink Network, LLC_____ ("Consultant") is entered into and effective as of the _11th__ day of __March____ 2025, amending the Contractor Proposals and first Task Order in the Master Agreement ("Agreement")(C-098-2024) dated ____July 18, 2024_____.

RECITALS

.

A. On _July 18, 2024_____, the City entered into the Agreement with Consultant to provide electric vehicle chargers, service, warranty, delivery, commissioning, and operations & maintenance of the chargers.
B. The Parties now desire to alter the Agreement's Attachment A with updated contractor proposals to include sales tax on the electric vehicle chargers that was inadvertently not included on the original quotes attached to the Agreement.

AGREEMENT

Attachment A of the Agreement is hereby amended such that the total Compensation amount is increased to an amount not to exceed _$104,858.83.

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

CITY OF SOUTH LAKE TAHOE

By: _____
Joseph Irvin, City Manager

CONSULTANT

By: _____
Jim Nemec, Chief Revenue Officer

Business License # 331604

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

City of South Lake Tahoe

Master Agreement

FOR

EV CHARGING STATION PROJECT

PWC C-098-2024

THIS AGREEMENT is made and entered into this ___18___ day of ____June_____, 2024, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and Blink Network, LLC, herein designated as "Vendor/ Contractor."

WITNESSETH, that the City and the Contractor, in consideration of the mutual covenants hereafter set forth, agree as follows:

ARTICLE 1 — THE WORK

Contractor agrees to provide electric vehicle charging stations ("EV Charging Stations") and furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, operations, management, maintenance, software for data collection, revenue collection and remittance for the **EV Charging Stations, and other services specified in the Proposals in Attachment A**.

As required pursuant to the Contract Documents (the "Work"). The Work is based on approved Task Orders.

ARTICLE 2 — COMMENCEMENT AND COMPLETION

The Work to be performed under this Master Agreement (herein referred to agreement) shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents (California Department of Transportation Standard Specifications, City of South Lake Tahoe Public Improvement and Engineering Standards (PIES), and future Design Plan) and as outlined in each approved Task Order.

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss

suffered by the City if the Work is not completed within the Contract Time. This Master Agreement has a term of ten (10) years.

ARTICLE 3 — CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept, in current funds for the performance of the Work pursuant to the Contract Documents, the Contract Sum for the completion of the Work in accordance with the Contract Documents, Scope of Services, as shown in Attachment B, and individual Task Orders.

Compensation for each authorized Task Order shall be based upon the unit prices stated in Attachment A. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with each authorized Task Orders.

ARTICLE 4 — PREVAILING WAGES

Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

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. Furthermore, the project has received federal funding and is required to meet Federal wage determinations which can be found at: http://www.wdol.gov/wdol/scafiles/davisbacon/ca9.dvb .

ARTICLE 5 — CONTRACT DOCUMENTS

The Agreement includes and incorporates by reference the Contract Documents for the Project, which consists of the following documents, in addition to this Agreement:

(a) Contractor's Scope of Service and Proposals.
(b) Fee Schedule.
(c) Payment Schedule.
(d) Insurance Certificates and Endorsements.

(e) Anti-Lobbying Certification.
(f) Debarment and Suspension Certification.
(g) Task Order Template.
(h) Task Order 1.
(i) The Standard Specifications of the State of California, Department of Transportation, dated 2023; the Standard Plans of the State of California, Department of Transportation, dated 2023, and the South Lake Tahoe Public Improvement and Engineering Standards, where applicable; and
(j) Permits from other agencies as may be required by law.

ARTICLE 6 — WORKERS' COMPENSATION

Contractor shall take out and maintain during the life of the Agreement, adequate and sufficient workers' compensation insurance for all Contractor's employees employed at the site of improvements, and, if any Work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor, all in accordance with the Contract Documents. If any class of employees engaged in Work under this contract at the site of the Project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

By its signature upon this Agreement, Contractor certifies that it has carefully reviewed and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of the labor Code. Contractor, as a condition precedent to the commencement of its Work pursuant to the Agreement, shall comply with such provisions.

ARTICLE 7 — INDEMNITY AND INSURANCE

To the fullest extent permitted by law, including, without limitation, Civil Code section 2782, *et seq*., and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agent, the Project Manager, the Architect/Engineer, the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and as otherwise set forth in Contract Documents. The obligations of defense and indemnity set forth in this Article, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant

to the Contract Documents, and shall not extend to the sole negligence or willful misconduct of the City, or the active negligence of the City. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend), which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

Contractor shall maintain the insurance coverage described in Attachment C, throughout the performance of the Agreement, including any maintenance, warranty and/or guarantee periods. This Agreement shall not be operative until evidence of such insurance has been provided to, and approved by, the City as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence Work at the Project until subcontractor provides evidence to Contractor and City that subcontractor has obtained insurance acceptable to the City.

ARTICLE 8 — NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the address listed below:

Notices required to be given to City:

City of South Lake Tahoe

1901 Airport Road, Suite 100

South Lake Tahoe, CA 96150

Attn: Ms. Sara Letton

Notices required to be given to Contractor:

Blink Network, LLC

5081 Howerton Way, Suite A

Bowie, MD 20715 Attn: Legal

Notices required to be given to any surety(ies):

_____

_____

_____

ARTICLE 9 — MISCELLANEOUS

9.1 Terms. Terms used in this Agreement will have the meanings indicated in the Contract Documents.

9.2 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect

of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Successors and Assigns. City and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 South Lake Tahoe City Code. Contractor acknowledges that all pertinent provisions within the South Lake Tahoe City Code are incorporated by reference as though set forth in full herein, and, further, the failure of Contractor or any subcontractor, of any tier, to comply with any of its/their obligations under the Contract Documents, or the requirements of the South Lake Tahoe City Code, or any other applicable law, code, statute, or regulation, shall be deemed a material breach of the Agreement.

9.6 Third Party Beneficiary. Contractor expressly acknowledges the City's status as a third party beneficiary solely with respect to the performance to be rendered under each subcontract, of any tier, upon the Project, and, as a result, Contractor acknowledges that City possesses, *inter alia*, the rights enumerated within the South Lake Tahoe City Code as to the enforcement of obligations under subcontracts of any tier.

9.7 Regulatory Requirements. Contractor acknowledges that the Project is subject to requirements and regulations issued on behalf of various governmental and/or regulatory bodies, including, without limitation, the Lahontan Regional Water Quality Control Board and the Tahoe Regional Planning Agency, among others. Contractor agrees to fully and promptly comply with any and all requirements and regulations issued on behalf of such entities.

9.8 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of El Dorado, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of El Dorado, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

IN WITNESS HEREOF, the said City of South Lake Tahoe, State of California, has caused this Agreement to be executed by its Mayor in its behalf, and the said Contractor has signed this Agreement the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By: Cody Bass (Jun 26, 2024 12:06 PDT)

Cody Bass
Mayor
City of South Lake Tahoe
State of California

Contractor: Blink Network, LLC

By: Jim Nemec (Jun 26, 2024 15:09 EDT)

Jim Nemec
Chief Revenue Officer

ATTEST:

By: Susan Blankenship (Jun 24, 2024 18:52 PDT)

Susan Blankenship
City Clerk
City of South Lake Tahoe

APPROVED AS TO FORM:

By: Heather Stroud (Jun 25, 2024 08:05 PDT)

Heather Stroud
City Attorney
City of South Lake Tahoe

ATTACHMENT A

Contractor's Proposals

EV Charging Solutions

About Blink

Blink Charging is a leading global designer, manufacturer, owner, operator and provider of electric vehicle (EV) charging equipment and services. As a complete vertically-integrated EV charging company, our industry-leading equipment and robust network of public charging stations are meeting the growing needs of millions of EV drivers everywhere.

Why Choose Blink?

- Flexible business models to meet your needs
- Global cloud-based network to power your management and visibility
- Full range of Residential and Commercial Level 2 and DC fast charging stations
- Commitment to exceptional customer experience with dedicated account management and 24/7 driver support
- Financing and leasing options available

BlinkCharging.com

Customer Details

Contact Name: Sara Letton

Phone: +15305426175

Account Name: City of South Lake Tahoe

Email: sletton@cityofslt.us

Billing and Shipping

Bill to Name: City of South Lake Tahoe

Bill to Address: , California, United States

Ship to Name: City of South Lake Tahoe

Ship to Address: , California, United States

Your EV Charging Industry Expert

Prepared by: Aaron Muellerleile

Phone: (925) 784-7366

Email: amuellerleile@blinkcharging.com

blink

Quote Details

Quote Name: OPP-75524: City of South Lake Tahoe - Phase 1 - Public

Quote Number: Q-25328

Created Date: 05-20-2024

Reference

Product Name	Qty	List Price	Discount	Net Price	Subtotal
BLNK S8 MODEL 880 L2 - 80A - 23FT - ISO	7	$11,866.00	31.25%	$8,158.45	$57,109.15
NETWORK SERVICE - PUBLIC	7	$480.00	0.00%	$480.00	$3,360.00
WARRANTY - LIMITED 1 YEAR - PARTS AND LABOR	7	$0.00	0.00%	$0.00	$0.00
Blink Care - L2	7	$599.00	20.03%	$479.00	$3,353.00

BLNK MOUNT - ANCHOR PLATE (S5/S6/S7/S7+/S8/S8+)	7	$55.00	100.00%	$0.00	$0.00
BLNK CMS MOUNTING KIT - PEDESTAL (S5/S6/S7/S7+/S8/S8+)	7	$55.00	100.00%	$0.00	$0.00
BLNK MOUNT - PEDESTAL (S7/S7+/S8/S8+)	7	$254.00	100.00%	$0.00	$0.00
BLNK CMS - DUAL - 80A (S7+/S8+)	7	$770.00	100.00%	$0.00	$0.00
1 Additional Year Warranty Service (S8/S8+)	7	$500.00	24.15%	$379.24	$2,654.68
FREIGHT	1	$1,750.00	0.00%	$1,750.00	$1,750.00

Total Price:	$68,226.83
Estimated Grand Total:	$68,226.83

*Please Note: Shipping and Handling is an estimate. The actual lead time starts when the client approves the order acknowledgement and provides a ship date. Final cost will be provided upon shipment based on destination.

Sales tax will be charged in select states based on the current rate and the ship to address unless a sales tax exemption form is received prior to shipping.

Tax Exempt

Tax Exempt #:

Cellular Repeater

Please note you may or may not need a cellular repeater at your location.

Some locations, like garages and areas where the cell signal is weak may require a cellular repeater system to make sure they receive a signal. A cellular repeater captures an available signal using an antenna and then amplifies it, then repeats the signal inside the garage or area that has a weak signal.

This Signed Document Shall Serve as a Purchase Order for the Proposed Project

Price does not include final shipping fees nor sales tax.
Cancelled or returned DCFC/Specialty product are subject to a 20% fee.
Quoted price is valid for 30 days from
Created Date.
Payment terms are NET 30 from date of invoice per standard Blink Terms and Conditions, located at https://blinkcharging.com/terms-conditions

By signing you are committing to order the charging solution as defined.

Accepted By Name:

Signature:

Date:

EV Charging Solutions

About Blink

Blink Charging is a leading global designer, manufacturer, owner, operator and provider of electric vehicle (EV) charging equipment and services. As a complete vertically-integrated EV charging company, our industry-leading equipment and robust network of public charging stations are meeting the growing needs of millions of EV drivers everywhere.

Why Choose Blink?

- Flexible business models to meet your needs
- Global cloud-based network to power your management and visibility
- Full range of Residential and Commercial Level 2 and DC fast charging stations
- Commitment to exceptional customer experience with dedicated account management and 24/7 driver support
- Financing and leasing options available

BlinkCharging.com

Customer Details

Contact Name: Sara Letton

Phone: +15305426175

Account Name: City of South Lake Tahoe

Email: sletton@cityofslt.us

Billing and Shipping

Bill to Name: City of South Lake Tahoe

Bill to Address: , California, United States

Ship to Name: City of South Lake Tahoe

Ship to Address: , California, United States

Your EV Charging Industry Expert

Prepared by: Aaron Muellerleile

Phone: (925) 784-7366

Email: amuellerleile@blinkcharging.com

blink

Quote Details

Quote Name: OPP-79548: City of South Lake Tahoe - Rec Center

Quote Number: Q-25388

Created Date: 05-21-2024

Reference

Product Name	Qty	List Price	Discount	Net Price	Subtotal
BLNK S8 MODEL 880 L2 - 80A - 23FT - ISO	3	$11,866.00	31.25%	$8,158.45	$24,475.35
NETWORK SERVICE - PUBLIC	3	$480.00	0.00%	$480.00	$1,440.00
WARRANTY - LIMITED 1 YEAR - PARTS AND LABOR	3	$0.00	0.00%	$0.00	$0.00
Blink Care - L2	3	$599.00	20.03%	$479.00	$1,437.00

BLNK MOUNT - ANCHOR PLATE (S5/S6/S7/S7+/S8/S8+)	5	$55.00	100.00%	$0.00	$0.00
BLNK CMS MOUNTING KIT - PEDESTAL (S5/S6/S7/S7+/S8/S8+)	3	$55.00	100.00%	$0.00	$0.00
BLNK MOUNT - PEDESTAL (S7/S7+/S8/S8+)	3	$254.00	100.00%	$0.00	$0.00
BLNK CMS - DUAL - 80A (S7+/S8+)	3	$770.00	100.00%	$0.00	$0.00
1 Additional Year Warranty Service (S8/S8+)	3	$500.00	24.15%	$379.24	$1,137.72
FREIGHT	1	$600.00	0.00%	$600.00	$600.00

Total Price:	$29,090.07
Estimated Grand Total:	$29,090.07

*Please Note: Shipping and Handling is an estimate. The actual lead time starts when the client approves the order acknowledgement and provides a ship date. Final cost will be provided upon shipment based on destination.

Sales tax will be charged in select states based on the current rate and the ship to address unless a sales tax exemption form is received prior to shipping.

Tax Exempt

Tax Exempt #:

Cellular Repeater

Please note you may or may not need a cellular repeater at your location.

Some locations, like garages and areas where the cell signal is weak may require a cellular repeater system to make sure they receive a signal. A cellular repeater captures an available signal using an antenna and then amplifies it, then repeats the signal inside the garage or area that has a weak signal.

This Signed Document Shall Serve as a Purchase Order for the Proposed Project

Price does not include final shipping fees nor sales tax.
Cancelled or returned DCFC/Specialty product are subject to a 20% fee.
Quoted price is valid for 30 days from
Created Date.
Payment terms are NET 30 from date of invoice per standard Blink Terms and Conditions, located at https://blinkcharging.com/terms-conditions

By signing you are committing to order the charging solution as defined.

Accepted By Name:

Signature:

Date:

ATTACHMENT B

Fee Schedule

These Fee Schedules are provided for year 1 and shall be adjusted annually based on the San Francisco-Bay Are Consumer Price Index (CPI).

4/9/2024 Update

UPDATED PRICING FOR South Lake Tahoe, CA (PUBLIC & FLEET)

Blink's Full Product Line Offering

	PURCHASE OPTION	
Proposed Product	**Total Purchase (HW & Comm.) Per Unit**	**Annual O&M Cost Per Unit**
L2 MODEL 1: **Series 7 Enhanced (80 Amp), 23ft cable, ISO, W/ Pedestal or Wall Mount**	**$6,188.15**	**$1,338.24**
***L2 MODEL 2:** **Series 8 Enhanced (80 Amp), 23ft cable, ISO, Credit Card Reader, W/ Pedestal or Wall Mount**	**$8,158.45**	**$1,338.24**
L2 MODEL 3: **Blink Series 7 (48 Amp), 18ft cable, W/ Pedestal or Wall Mount**	**$4,694.75**	**$1,338.24**
L2 MODEL 4: **Blink Series 7 Plus (80amp), 25ft Cable, W/ Pedestal or Wall Mount**	**$5,834.75**	**$1,338.24**
L2 MODEL 5: **Blink Series 8 (48 Amp), 18ft Cable, Credit Card Reader, W/ Pedestal or Wall Mount**	**$6,404.75**	**$1,338.24**
L2 MODEL 6: **Blink Series 8 (80 Amp), 25ft Cable, Credit Card Reader, W/ Pedestal or Wall Mount**	**$7,552.35**	**$1,338.24**
L2 MODEL 7: **Blink MQ 200, (50 Amp), Intelligent, Wall Mount**	**$1,470.50**	**$949.44**
L2 MODEL 8: **Blink HQ 200, (50 Amp), Smart, Wall Mount** *Note: This model does not include Network, Maint, or Install Fees*	**$699.00**	**$79.80**
L2 MODEL 9: **Blink Mobile Charger, 32A** *Note: This model does not include Maint or Install Fees*	**$4,275.00**	**$475.80**

**** For the public charging offering we previously offered Series 8 Enhanced which qualifies for rebates such as communities in charge and NEVI. The Series 7 option is the same model without the Credit Card reader for any location where this may be requested***

4/9/2024 Update

UPDATED PRICING FOR South Lake Tahoe, CA (PUBLIC & FLEET)

Blink's Full Product Line Offering

	PURCHASE OPTION	
Proposed Product	**Total Purchase (HW & Comm.) Per Unit**	**Annual O&M Cost Per Unit**
DCFC MODEL 1: Blink Series 9 (30kW), 60 Amp, 15ft Cable, Credit Card Reader, W/ Pedestal	$14,343.40	$3,629.04
DCFC MODEL 1: Blink Series 9 (30kW), 60 Amp, 15ft Cable, Credit Card Reader, W/ Wall Mount	$14,091.40	$3,629.04
DCFC MODEL 2: Blink 30kW DCFC Wall Mount - 100 Amps / 1000VDC with CCS1 (~16ft); 4G Modem	$15,391.00	$3,629.04
DCFC MODEL 3: Blink 60kW DCFC - 140 Amps / 1000VDC with CCS1 & CCS1(~16ft) ; 4G Modem	$30,691.00	$4,361.04
DCFC MODEL 4: Blink 120kW DCFC All In One Charger - 300 Amps / 1000VDC with CCS1 & CCS1(16ft); 4G Modem	$54,991.00	$4,661.04
****DCFC MODEL 5:** Blink 180kW DCFC All In One Charger - 300 Amps / 1000VDC with CCS1 & CCS1 (16 ft); 4G Modem (Pre-BAA Waiver Model)	$64,199.00	$5,061.00
****DCFC MODEL 6:** Blink 180kW DCFC All In One Charger - 300 Amps / 1000VDC with CCS1 & CCS1 (16 ft); 4G Modem (Post-BAA Waiver Model)	$107,668.00	$5,061.00
DCFC MODEL 7: Blink 240kW DCFC All In One Charger - 300 Amps / 1000VDC with CCS1 & CCS1(~16ft); 4G Modem	$89,191.00	$5,460.96
DCFC MODEL 8: Blink CTX-HPC-SA-300kW-w/500A 16ft & w/300A 16ft Cable w/CC w/Cable Management	$135,991.00	$8,961.00
****DCFC MODEL 9:** Blink CTX-HPC-SA-360kW-w/500A 16ft & w/500A 16ft Cable w/CC w/Cable Management (Pre-BAA Waiver Model)	$160,999.00	$9,861.00
****DCFC MODEL 10:** Blink CTX-HPC-SA-360kW-w/500A 16ft & w/500A 16ft Cable w/CC w/Cable Management (Post-BAA Waiver Model)	$199,335.00	$9,861.00

***** DCFC Models submitted in initial proposal due to the fact that they qualify for programs such as CALeVIP and NEVI.***

ATTACHMENT C

Payment Schedule

The City commits to providing payment according to the following payment schedule:

- 20% at the Time of Notice to Proceed (NTP) for each Task Order,
- 50% upon delivery, and
- 30% at successful completion of testing, commissioning, and acceptance.
- Operations and Maintenance shall be billed annually per Attachment B and each authorized Task Order.

The Contractor shall invoice the City based on the above schedule.

ATTACHMENT D

Insurance Requirements

1. INSURANCE COVERAGES AND AMOUNTS

(A) Insurances, as described in this Special Provision section and other related sections of the Standard Specifications, Special Provisions and the Contract Documents, shall be maintained by the Contractor for the full life of the contract including the maintenance and warranty period for any and all portions of this contract. The company or companies providing such insurance shall have no recourse against the City, and their members, directors and employees, or any of them, for payment of any premiums or assessments under such insurance.

(B) In addition to the minimum limits of liability for insurance, as required by Section 7-1.06 "Insurance," of the Standard Specifications, the following provisions shall also apply to this Project:

Workers Compensation:

Contractor shall take out and maintain during the life of the Agreement, workers' compensation insurance for all Contractor's employees employed at the site of improvements and if any work is sublet, Contractor shall require subcontractor similarly to provide workers' compensation insurance for all of the latter employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in work under this contract at the site of the project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City, the for any damage resulting to it from failure of either Contractor or subcontractor to take out or maintain such insurance.

If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

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

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following language:

Cancellation Notice – Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased.

Contractor and its insurer(s) shall waive any right of subrogation against the City and its officials, officers, employees, agents and representatives.

Contractor shall require all subcontractors, of ay tier, to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be submitted pursuant to the Contract Documents.

Commercial General Liability:

In addition to all other insurance requirements as set forth in the Contract Documents, Contractor shall procure and maintain during the life of this Agreement such liability and property damage insurance and shall protect the City, the City Council and all elective and appointive boards, officers, agents and employees and contractors from any claims for damages for personal injury, including death, as well as from claims for property damages which may arise from Contractor's ongoing and completed operations under this Agreement, whether such operation be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either Contractor or any subcontractor, and the type and amounts of such insurance shall be as follows:

Contractor shall maintain Commercial General Liability (Occurrence) insurance no less broad than ISO form CG 00 01 covering all operations by or on behalf of Contractor, and all Work under the Contract Documents, and providing insurance for bodily injury liability and property damage liability for the limits of liability indicated herein and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.

The limits of liability for any Commercial General Liability (Occurrence) policy shall be in amounts not less than:

- ONE MILLION DOLLARS ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ONE MILLION DOLLARS ($1,000,000) Personal Injury Liability
- TWO MILLION DOLLARS ($2,000,000) for Products-Completed Operations
- ONE MILLION DOLLARS ($1,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be THREE MILLION DOLLARS ($3,000,000).

Contractor's Pollution Liability Insurance

Contractor shall maintain Contractor's Pollutions Liability (Occurrence) insurance in an amount no less than ONE MILLION DOLLARS ($1,000,000) per pollution incident and TWO MILLION DOLLARS ($2,000,000) aggregate. Coverage must apply to pollution incidents at or from any location at which the Contractor is performing under this Agreement. Prior written consent of the City is required if the insurance has a deductible or self-insured retention in excess of $25,000.

Cyber Liability Insurance
Cyber Liability Insurance with limits not less than one million dollars ($1,000,000) per claim, two million dollars ($2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not limited to, claims involving security breach; system failure; data recovery; business interruption; cyber extortion; social engineering; infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. Vendor's policy shall be primary and shall not seek contribution from the City's coverage, shall contain a waiver of subrogation in favor of the City, and shall be endorsed to provide that City and its officers, officials, employees, agents, and volunteers are additional insureds. Any failure to comply with the reporting provisions of the policy by Vendor shall not affect coverage provided to the City. If Vendor maintains broader coverage and/or higher limits than the minimums listed above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Umbrella or Excess Liability Insurance
In addition to the insurance requirement above, Contractor shall provide Umbrella or Excess Liability Insurance in an amount no less than TEN MILLION DOLLARS ($10,000,000) based on the Commercial Liability Insurance. The umbrella or excess policy shall provide that the policy takes effect (drops down) in the event the primary limits are impaired or exhausted.

Additional Liability Insurance:
Contractor shall maintain automobile liability insurance covering bodily injury and property damage in an amount not less than ONE MILLION DOLLARS ($2,000,000) combined single limit for each accident.

Covered vehicles shall include owned, non-owned, and hired automobiles and trucks. Such insurance is a condition precedent of the City entering into the Agreement. To the extent this section of the Special Provisions is inconsistent with Section 7-1.05 and 7-1.06 of the Standard Specifications, the stricter of the two shall apply to this Project.

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

Endorsements:
Each Commercial General Liability policy shall be endorsed with the following specific language (or, alternatively, separate endorsements for each separate entity identified below):

1. "The City of South Lake Tahoe, the, their respective officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."; and "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by [CONTRACTOR] and no insurance held or owned by the City of South Lake Tahoe, shall be called upon to contribute to a Contractor loss.

   Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased."

2. The policies shall stipulate that the insurance afforded the additional insured applies as primary insurance. Any other insurance or self-insurance maintained by the City is excess only and shall not be called upon to contribute with this insurance.

(C) The following additional conditions apply to the insurance requirements the following shall apply to this Project:

1. Within ten (10) calendar days after the Contractor has received notice from the City that the Agreement has been awarded to the Contractor and before the Work commences, Contractor shall satisfy all conditions precedent as set forth in the Contract Documents, including, without limitation, that Contractor shall submit to the City acceptable Certificates of Insurance and with original policy endorsements which specifically state the following:

   (a) The existence of the required amounts of coverage.
   (b) The effective and expiration dates of the policy.
   (c) The types of coverage provided by the policy.

2. Written statement from the agent or broker issuing the policy confirming that the required insurance(s) is an Occurrence policy.

3. The City reserves the right to review the original policy, if deemed necessary by the City to resolve any questions of coverage or exception.

4. The City may expressly allow deductive clause, which it does not consider excessive, overly broad, or harmful to the interests of the City. Regardless of the allowance of exclusion or deductions by the City, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the City is in accordance with this Section.

5. Certificates of insurance shall be signed by a person authorized by the insurer to bind coverage on its behalf.

6. List job name on certificate of insurance under “Description of Operations.”

In the event the policy is canceled prior to the completion of the project and the Contractor does not furnish a new policy endorsement prior to cancellation, the City may obtain the required insurance and deduct the premium(s) from contract monies due the Contractor.

(D) No later than the time the Notice to Proceed is issued, or at any other time as may be directed in writing by the City, the Contractor shall provide written evidence of insurance coverages, in a form acceptable to the City (i.e., insurance certificates appropriately issued), for each supplier, subcontractor and sub-subcontractor whose initial subcontract and/or purchase order price is equal to or in excess of 5% of the Contract Sum. The insurance coverages (both as to types and amounts) to be procured by each supplier, subcontractor or sub-subcontractor performing work having a value equal to or in excess of 5% of the Contract Sum, shall meet or exceed the minimum insurance coverages as set forth in the Contract Documents, unless the City agrees, in writing, that compliance with this requirement is waived. It shall be the obligation of the Contractor to promptly provide acceptable written evidence to the City demonstrating that each supplier, subcontractor or sub-subcontractor that will perform work having a value equal to or in excess of 5% of the Contract Sum has obtained and possesses all insurance coverages in accordance with the requirements of the Contract Documents.

ATTACHMENT E

Anti-Lobbying Certification

Vendor 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.

Vendor:
Jim Nemec, CRO

By: Jim Nemec
Jim Nemec (Jun 26, 2024 15:09 EDT)

ATTACHMENT F

CITY OF SOUTH LAKE TAHOE

DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned (authorized official signing for the Bidder) hereby declares under penalty of perjury the following:

1. In accordance with section 6109 of the Public Contract Code, the bidder declares that bidder will not enter into any contract with a subcontractor who/which has been debarred pursuant to section 1771.1 or section 1777.7 of the Labor Code. No public monies shall be paid to a debarred subcontractor, and any contract entered into for public work between a prime contractor and debarred subcontractor shall be considered void as a matter of law. Any payments made to a debarred subcontractor shall be returned to Owner. The prime contractor shall be solely responsible for all payments to a debarred subcontractor. In no case shall any public money be used to pay a debarred subcontractor.

2. In accordance with section 10162 of the Public Contract Code, has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

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

3. In accordance with section 10232 of the Public Contract Code, has more than one final, unappealable finding of contempt of a court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board? For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Yes _____ No _____

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

4. In accordance with section 10285.1 of the Public Contract Code, the Bidder declares that neither the Bidder nor any subcontractor to be engaged by the Bidder has been convicted of any of the offenses referred to in this section within the preceding three (3) years. These offenses include if that Bidder or any subcontractor to be engaged by the Bidder, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this certification, The City of South Lake Tahoe.

5. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for _____) certifies to the best of his or her knowledge and belief, that the _____, defined as the primary participant in accordance with 45 C.F.R. Part 76, and its principals:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

B. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

D. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing questionnaire, and all certifications and statements therein, are accurate, true and correct.

Date: _____ Bidder's Signature: _____

Bidder's Name and Title (Print): _____

ATTACHMENT G

TASK ORDER TEMPLATE

CITY OF SOUTH LAKE TAHOE

MASTER CONTRACT SERVICES AGREEMENT

DATED _____

WITH BLINK NETWORK, LLC.

TASK ORDER NO. ____

Project Title: __EV Charging Stations (EVCS) for _____

Contract Amount: $_____

THIS TASK ORDER is entered into on _____, 202__ between the City of South Lake Tahoe**,** a municipal corporation ("City")**,** and Blink Inc., ("Contractor").

RECITALS

A. The City and Contractor have entered into a Master Contract Services Agreement ("Agreement") dated _____ under which the Contractor has agreed to furnish, test, commission and provide Operations and Maintenance (O&M), Management and financial transactions for Electric Vehicle Charging Stations (EVCS), perform certain professional services for the City; and

B. Pursuant to the terms of the Agreement, the City wishes Contractor to perform certain tasks as set forth in this Task Order, which constitute the Project;

NOW, THEREFORE, City and Contractor agree as follows:

AGREEMENT

1. Scope of services. The contractor shall provide any and all of the services set forth in Exhibit A of this Task Order, dated/titled _____, as directed by the City.

_____ shall be the Project Manager for Contractor for this Task Order. Additional professional services may be performed by other Contractor staff with prior notice and approval by City.

a. City's duties. The City will:

(1) Determine the scope of services, as set forth in Exhibit A.

(2) Design and Construct the infrastructure required for installation of the EVCS.

(3) Coordinate with Liberty Utilities for Power Connections.

(3) Designate Ms. Sara Letton as the person at the City responsible for monitoring performance under this Task Order.

b. Contractor duties. The Contractor will:

(1) Furnish and deliver the number of EVCS as identified in Exhibit A, Scope of Services.
(2) Conduct Testing, Commissioning and Acceptance of EVCS for Agency Installed EVCS.
(3) Provide Operations and Maintenace (O&M) of the EVCS stations on an on-going basis for the duration of the time as identified in Exhibit A, Scope of Services.
(4) Provide Project Management and financial Transactions (for Public Facing EVCS), remit payment to the City for revenue collected based on city-approved charging rates and retain all financial records for at least seven (7) years.
(5) Provide on-going 24x7 troubleshooting support and response.
(6) Provide miscellaneous other services related to the Project and not stipulated elsewhere in this Task Order when requested by the City for optimum performance of the EVCS. A Task Order Amendment is required if these additional services cannot be performed within the Task Order budget.
(7) Connect chargers to The Blink Network, including the advantages, technology and supports as described in the Proposal.

2. Date of completion; Work hours estimate; Cost estimate and budget; Fee schedule.

With regard to each project given to Contractor that is subject to this Task Order, the time of completion, work hours estimate, cost estimate and budget and fee schedule are set forth in Exhibit A to this Task Order.

3. Authorization to proceed.

The City will give Contractor authorization to proceed with the work specified in this Task Order only after Contractor submits updated insurance certificates and endorsements, in accordance with Section 10 of the Agreement.

4. Master Agreement terms; Conflicts.

Except as expressly otherwise provided herein, all terms of the Agreement shall apply to the Contractor in the performance of work pursuant to this Task Order. If there is a conflict between this Task Order and the Agreement, this Task Order shall control.

4. Amendment of Task Order; Conflicts.

Except as provided in Section 1(b)(2) above, this Task Order may not be modified except by an Amended Task Order executed and approved in the same manner as the Task Order.

5. Signatures. The parties have executed this Task Order as of the date first written above.

CITY OF SOUTH LAKE TAHOE	CONTRACTOR
By: _____ Sara Letton, Sustainability Coordinator By: _____ Anush Nejad, Public Works Director	By: _____ Name: _____ Title: _____
Reviewed By By: _____ Heather Stroud, City Attorney	(if Contractor is a corporation, add signature of second corporate officer) By: _____ Name: _____ Title: _____

Exhibits:

A Scope of work dated/titled _____, time of completion, work hours estimate, cost estimate and budget, and fee schedule (Contractor's current rate)

ATTACHMENT H

CITY OF SOUTH LAKE TAHOE

MASTER CONTRACT SERVICES AGREEMENT

DATED June 18, 2024

WITH BLINK NETWORK, LLC.

TASK ORDER NO. 1

Project Title: EV Charging Stations (EVCS) for Bellamy Parking Garage and the new Multi-Generational Recreation and Aquatics Center

Contract Amount: $97,316.90

THIS TASK ORDER is entered into on June 18, 2024 between the City of South Lake Tahoe**,** a municipal corporation ("City")**,** and Blink Network LLC, ("Contractor").

RECITALS

A. The City and Contractor have entered into a Master Contract Services Agreement ("Agreement") dated _____June 18, 2024_____ under which the Contractor has agreed to furnish, test, commission and provide Operations and Maintenance (O&M), Management and financial transactions for Electric Vehicle Charging Stations (EVCS), perform certain professional services for the City; and

B. Pursuant to the terms of the Agreement, the City wishes Contractor to perform certain tasks as set forth in this Task Order, which constitute the Project.

NOW, THEREFORE, City and Contractor agree as follows:

AGREEMENT

1. Scope of services. The contractor shall provide any and all of the services set forth in Exhibit A of this Task Order, dated/titled ____June 18, 2024_____, as directed by the City.

Aaron Muellerleile shall be the Project Manager for Contractor for this Task Order. Additional professional services may be performed by other Contractor staff with prior notice and approval by City.

a. City's duties. The City will:

(1) Determine the scope of services, as set forth in Exhibit A.

(2) Design and Construct the infrastructure required for installation of the EVCS.

(3) Coordinate with Liberty Utilities for Power Connections.

(3) Designate Ms. Sara Letton as the person at the City responsible for monitoring performance under this Task Order.

b. Contractor duties. The Contractor will:

(1) Furnish and deliver the number of EVCS as identified in Exhibit A, Scope of Services.
(2) Conduct Testing, Commissioning and Acceptance of EVCS for Agency Installed EVCS.
(3) Provide Operations and Maintenace (O&M) of the EVCS stations on an on-going basis for the duration of the time as identified in Exhibit A, Scope of Services.
(4) Provide Project Management and financial Transactions (for Public Facing EVCS), remit payment to the City for revenue collected based on city-approved charging rates, and retain all financial records for at least seven (7) years.
(5) Provide on-going 24x7 troubleshooting support and response.
(6) Provide miscellaneous other services related to the Project and not stipulated elsewhere in this Task Order when requested by the City for optimum performance of the EVCS. A Task Order Amendment is required if these additional services cannot be performed within the Task Order budget.
(7) Connect chargers to The Blink Network, including the advantages, technology and supports as described in the Proposals.

2. Date of completion; Work hours estimate; Cost estimate and budget; Fee schedule.

With regard to each project given to Contractor that is subject to this Task Order, the time of completion, work hours estimate, cost estimate and budget and fee schedule are set forth in Exhibit A to this Task Order.

3. Authorization to proceed.

The City will give Contractor authorization to proceed with the work specified in this Task Order only after Contractor submits updated insurance certificates and endorsements, in accordance with Section 10 of the Agreement.

4. Master Agreement terms; Conflicts.

Except as expressly otherwise provided herein, all terms of the Agreement shall apply to the Contractor in the performance of work pursuant to this Task Order. If there is a conflict between this Task Order and the Agreement, this Task Order shall control.

4. Amendment of Task Order; Conflicts.

Except as provided in Section 1(b)(2) above, this Task Order may not be modified except by an Amended Task Order executed and approved in the same manner as the Task Order.

5. Signatures. The parties have executed this Task Order as of the date first written above.

CITY OF SOUTH LAKE TAHOE	CONTRACTOR
By: _____ Sara Letton, Sustainability Coordinator By: _____ Anush Nejad, Public Works Director	By: _____ Name: _____ Title: _____
Reviewed By By: _____ Heather Stroud, City Attorney	(if Contractor is a corporation, add signature of second corporate officer) By: _____ Name: _____ Title: _____

Exhibits:

A Scope of work dated/titled June 18, 2024, including time of completion, work hours estimate, cost estimate and budget, and fee schedule (Contractor's current rate)

EXHIBIT A OF TASK ORDER 1—Scope of Services

A. Date to commence service.
    a. June 18, 2024 and upon the issuance of Notice to Proceed by the City.
B. Addresses for delivery of units.
    a. Blink Network, LLC shall coordinate with the City and Contractor to determine the time and location of the delivery of the equipment.
        i. Bellamy Parking Garage (Contractor for Installation - TBD)
        ii. Multigenerational Recreation and Aquatics Center (Roebbelen Contracting Inc.)
C. Time of completion.
    a. Bellamy Parking Garage: Priority #1. Units should be ordered immediately. City intends to install the units by September 2024.
    b. Multigenerational Recreation and Aquatics Center. Priority #2. City intends to install by Summer of 2025.
D. Cost estimate and budget.
    a. Bellamy Parking Garage:
        i. Series 8 Enhanced (80 Amp), 23ft cable, ISO, Credit Card Reader, W/ Pedestal
            1. Seven (7) Type II, dual port units + Seven (7) annual O & M subscriptions + Freight, Taxes, Testing, Commissioning and Acceptance, according to attached proposal, Q-25328.
                a. Annual O&M: $1338.24 and will increase annually according to the CPI.
            2. Total due, payment according to Payment Schedule and including freight: **$68,226.83.**
    b. Multigenerational Recreation and Aquatics Center
        i. Series 8 Enhanced (80 Amp), 23ft cable, ISO, Credit Card Reader, W/ Pedestal
            1. Three (3) Type II dual port units + Three (3) annual O & M subscriptions + Freight, Taxes, Testing, Commissioning and Acceptance, according to attached proposal, Q-25388.
                a. Annual O&M: $1338.24 and will increase annually according to the CPI.
            2. Total due, payment according to Payment Schedule and including freight: **$29,090.07**.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stahl & Associates Insurance Inc.
91 Lake Morton Drive
P O Box 3608
Lakeland FL 33802

CONTACT NAME: Michelle Perez
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D : Twin City Fire Insurance Co.	29459
INSURER E : Hiscox Insurance Co	
INSURER F :	

INSURED 39186
Blink Charging Co., Blink Charging Inc
SemaConnect LLC
605 Lincoln Rd
Suite 500, 5th Floor
Miami Beach FL 33139

COVERAGES **CERTIFICATE NUMBER:** 1979721456 **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	Y	Y	21CESOF8508	1/7/2024	1/7/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y		21UENDI8612	1/7/2024	1/7/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired PD							$
C	X UMBRELLA LIAB / OCCUR	Y		CUP8S17146324NF	1/7/2024	1/7/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 20,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A	Y	21WEAP0ZNJ	1/7/2024	1/7/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH)						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	CRIME			UC2195420924	1/7/2024	1/7/2025	Crime Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of South Lake Tahoe, the, their respective officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement. The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by Blink Charging Co. and no insurance held or owned by the City of South Lake Tahoe, shall be called upon to contribute to a Contractor loss.

CERTIFICATE HOLDER

City of South Lake Tahoe
1901 Airport Road, 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

C-098-2024 Blink Network

Final Audit Report 2024-06-26

Created:	2024-06-24
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcl8uuzFqU8gbBjlik-cTdcZ0TjAkMyq8

"C-098-2024 Blink Network" History

Document created by Michelle Davis (medavis@cityofslt.us)
2024-06-24 - 9:46:59 PM GMT

Document emailed to Susan Blankenship (sblankenship@cityofslt.us) for signature
2024-06-24 - 9:48:00 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.us)
2024-06-25 - 1:51:53 AM GMT

Document e-signed by Susan Blankenship (sblankenship@cityofslt.us)
Signature Date: 2024-06-25 - 1:52:12 AM GMT - Time Source: server

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2024-06-25 - 1:52:14 AM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2024-06-25 - 3:04:57 PM GMT

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2024-06-25 - 3:05:33 PM GMT - Time Source: server

Document emailed to cbass@cityofslt.us for signature
2024-06-25 - 3:05:37 PM GMT

Email viewed by cbass@cityofslt.us
2024-06-26 - 7:05:56 PM GMT

Document signing delegated to Cody Bass (codybass@me.com) by cbass@cityofslt.us
2024-06-26 - 7:05:58 PM GMT

Document signing delegated to Cody Bass (codybass@me.com) by cbass@cityofslt.us
2024-06-26 - 7:05:58 PM GMT

Adobe Acrobat Sign

Document e-signed by Cody Bass (codybass@me.com)
Signature Date: 2024-06-26 - 7:06:06 PM GMT - Time Source: server

Document emailed to jnemec@blinkcharging.com for signature
2024-06-26 - 7:06:08 PM GMT

Email viewed by jnemec@blinkcharging.com
2024-06-26 - 7:07:54 PM GMT

Signer jnemec@blinkcharging.com entered name at signing as Jim Nemec
2024-06-26 - 7:09:26 PM GMT

Document e-signed by Jim Nemec (jnemec@blinkcharging.com)
Signature Date: 2024-06-26 - 7:09:28 PM GMT - Time Source: server

Agreement completed.
2024-06-26 - 7:09:28 PM GMT

Invoice

To:

OPP-75524: City of South Lake Tahoe
OPP-75524: City of South Lake Tahoe
16 Light Sky Court
Sacramento California 95828
United States

From:

SemaConnect LLC
5081 Howerton Way Suite A
Bowie
United States 20715

Opp #:

Summary

Total Amount Due:	**$73,749.54**	Invoice ID:	INV9406042
Payment Terms:	Net 30	PO #:	
Due Date:	3/8/2025	Date:	2/6/2025

Shipping Information

Ship To:

OPP-75524: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, California, 96150

Bill To:

OPP-75524: City of South Lake Tahoe
16 Light Sky Court
Sacramento, California, 95828

Details

Product ID	Product	Quantity	Price	Sub Total
101-000024-A	Blink Model 880 - w/ 23ft Charging Station	7	$8,158.45	$57,109.15
901-000097	NETWORK SERVICE - PUBLIC	7	$480.00	$3,360.00
901-000095	WARRANTY - LIMITED 1 YEAR - PARTS AND LABOR	7	$0.00	$0.00
901-000326	Blink Care - L2	7	$479.00	$3,353.00
03310004	Blink Anchor Plate (S5/S6/S7/S7+/S8/S8+)	7	$0.00	$0.00
03310006	Blink CMS Mounting Kit - Pedestal (S5/S6/S7/S7+/S8/S8+)	7	$0.00	$0.00
03310011	Blink Pedestal (S7/S7+/S8/S8+)	7	$0.00	$0.00
03410035	BLNK CMS - DUAL - 80A (S7+/S8+)	7	$0.00	$0.00
L2-WSP-S8/S8P	1 Additional Year Warranty Service (S8/S8+)	7	$379.24	$2,654.68
Freight	Freight	1	$1,750.00	$1,750.00
23-0151	BLNK EV CHARGING STATION SIGN	7	$0.00	$0.00

Invoice

Total Tax	$5,522.71
Freight Amount	
Total	$73,749.54
Deposit Paid/Credits	$0.00
Total Amount Due	$73,749.54

ACH Payment Information

ACCOUNT NAME:	SemaConnect LLC
ACCOUNT NUMBER:	879028548
ADDRESS:	5081 Howerton Way Suite A Bowie, MD 20715
BANK NAME:	HSBC USA
ACH - ROUTING NUMBER:	022000020
WIRE TRANSFER:	021001088

WIRE FRAUD WARNING: Never trust bank wiring instructions sent via email without confirming. Always independently confirm instructions in person or via a telephone call to a trusted and verified telephone number. Never wire money without double-checking that the wiring instructions are correct. We take no responsibility for any wires that are sent without confirmation from our team that the wire information is correct.

Credit Card Payment Instructions

To pay by credit card, please call (305) 521-0200 ext. 2203. You may also email your request to ar@blinkcharging.com. Please note there is a 4% processing fee automatically added to all credit card charges.

Mailing Address For Check Payments

SemaConnect LLC
5081 Howerton Way
Suite A
Bowie, MD 20715

EV Charging Solutions

About Blink

Blink Charging is a leading global designer, manufacturer, owner, operator and provider of electric vehicle (EV) charging equipment and services. As a complete vertically-integrated EV charging company, our industry-leading equipment and robust network of public charging stations are meeting the growing needs of millions of EV drivers everywhere.

Why Choose Blink?

- Flexible business models to meet your needs
- Global cloud-based network to power your management and visibility
- Full range of Residential and Commercial Level 2 and DC fast charging stations
- Commitment to exceptional customer experience with dedicated account management and 24/7 driver support
- Financing and leasing options available

BlinkCharging.com

blink

Customer Details

Contact Name: Sara Letton

Phone: +15305426175

Account Name: City of South Lake Tahoe

Email: sletton@cityofslt.us

Billing and Shipping

Bill to Name: City of South Lake Tahoe

Bill to Address: , California, United States

Ship to Name: City of South Lake Tahoe

Ship to Address: , California, United States

Your EV Charging Industry Expert

Prepared by: Aaron Muellerleile

Phone: (925) 784-7366

Email: amuellerleile@blinkcharging.com

blink

Quote Details

Quote Name: OPP-79548: City of South Lake Tahoe - Rec Center

Quote Number: Q-25388

Created Date: 05-21-2024

Reference

Product Name	Qty	List Price	Discount	Net Price	Subtotal
BLNK S8 MODEL 880 L2 - 80A - 23FT - ISO	3	$11,866.00	31.25%	$8,158.45	$24,475.35
NETWORK SERVICE - PUBLIC	3	$480.00	0.00%	$480.00	$1,440.00
WARRANTY - LIMITED 1 YEAR - PARTS AND LABOR	3	$0.00	0.00%	$0.00	$0.00
Blink Care - L2	3	$599.00	20.03%	$479.00	$1,437.00

blink

BLNK MOUNT - ANCHOR PLATE (S5/S6/S7/S7+/S8/S8+)	5	$55.00	100.00%	$0.00	$0.00
BLNK CMS MOUNTING KIT - PEDESTAL (S5/S6/S7/S7+/S8/S8+)	3	$55.00	100.00%	$0.00	$0.00
BLNK MOUNT - PEDESTAL (S7/S7+/S8/S8+)	3	$254.00	100.00%	$0.00	$0.00
BLNK CMS - DUAL - 80A (S7+/S8+)	3	$770.00	100.00%	$0.00	$0.00
1 Additional Year Warranty Service (S8/S8+)	3	$500.00	24.15%	$379.24	$1,137.72
FREIGHT	1	$600.00	0.00%	$600.00	$600.00

South Lake Tahoe Tax Rate 8.25%

Total Price:	$29,090.07
Estimated Grand Total:	$29,090.07

Tax $2,019.22

Total w/ Tax $31,109.29

5081 Howerton Way, Suite A
Bowie, MD 20715
Nasdaq:BLNK
(305) 521-0200
BlinkCharging.com

Charge On!

*Please Note: Shipping and Handling is an estimate. The actual lead time starts when the client approves the order acknowledgement and provides a ship date. Final cost will be provided upon shipment based on destination.

Sales tax will be charged in select states based on the current rate and the ship to address unless a sales tax exemption form is received prior to shipping.

Tax Exempt

Tax Exempt #: N/A

blink

Cellular Repeater

Please note you may or may not need a cellular repeater at your location.

Some locations, like garages and areas where the cell signal is weak may require a cellular repeater system to make sure they receive a signal. A cellular repeater captures an available signal using an antenna and then amplifies it, then repeats the signal inside the garage or area that has a weak signal.

This Signed Document Shall Serve as a Purchase Order for the Proposed Project

Price does not include final shipping fees nor sales tax.
Cancelled or returned DCFC/Specialty product are subject to a 20% fee.
Quoted price is valid for 30 days from
Created Date.
Payment terms are NET 30 from date of invoice per standard Blink Terms and Conditions, located at https://blinkcharging.com/terms-conditions

By signing you are committing to order the charging solution as defined.

Accepted By Name: Sara Letton

Signature: Sara Letton

Date: 7-15-24

Noting that City will issue a request to proceed with shipment in 2025. SL

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 5

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

Executive Summary: This is the AB 481 "Military Equipment" annual report for calendar year 2024, and the annual policy/ordinance renewal as required by law.

Requested Action / Suggested Motions: Pass a Resolution accepting receipt of the “AB 481 2024 Annual Report” and approving renewal of Ordinance 2022-1163, “Adoption of ‘Military Equipment’ Use Policy” and approval of updated "equipment list."

Responsible Staff Member: Doug Sentell, Police Lieutenant

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

Attachments:

01 - STAFF REPORT - AB 481 Annual Report 2025.docx
02-Resolution AB481.docx
03-_AB_481_2024_Annual_Report.docx
04 - Equipment List.docx
05 - SLTPD Policy 705 (2025).pdf
06-Ord. 2022-1163 Military Equipment Use.pdf

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

Meeting Date: March 11, 2025

Title: AB 481 Annual Report and Ordinance Renewal

Location: Citywide

Responsible Staff Members: Doug Sentell, Police Lieutenant

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

Issue and Discussion: The attached AB 481 annual report is for calendar year 2024 and is being presented to the City Council at a regular meeting as required by Government Code 7072(a). The report is required to contain specific elements including:

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

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

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

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

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

Included in the renewal of the ordinance resolution is the approval of an updated “equipment list” for the policy to reflect current inventory of qualifying equipment.

Financial Implications: All costs associated with the equipment as listed in the annual report are within previously allocated FY 2024/2025 budget.

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

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

Resolution 2025- XXX

Adopted by the City of South Lake Tahoe
City Council

March 11, 2025

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

BACKGROUND

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

B. AB 481 requires an annual report be submitted to City Council documenting specific items for the equipment during the previous calendar year, and the 2024 annual report has been submitted today for City Council review.

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

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

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

2. Has received and filed the attached "03 - AB 481 2024 Annual Report" and attached "Equipment List" and finds based on the report the equipment has complied with GC 7071(d).

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

Adopted by the City of South Lake Tahoe City Council on March 11, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date: _____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

AB 481 Annual Report 2024
South Lake Tahoe Police Department

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

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

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

Unmanned, remotely piloted, powered aerial vehicles:

A.	GC 7072(a)(1)	The SLTPD has one UAV which was utilized 45 times during the past calendar year, primarily to aid officers in wooded areas and to assist with locating subjects within the city limits of South Lake Tahoe. It was also used twice for trainings with the SWAT Team and on one warrant service mission. The SLTPD may occasionally request UAVs with additional capabilities from allied agencies for use in the South Lake Tahoe city limits.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints or concerns regarding the use of these items.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	*Maintenance:* There have been no ongoing maintenance costs with use of UAVs. *Training:* The SLTPD spent no money this year on training UAV operators. *Purchase:* The SLTPD did not purchase any new UAVs this year.
E.	GC 7072(a)(5)	The SLTPD has one UAV (a DJI Avata drone).
F.	GC 7072(a)(6)	The SLTPD plans to purchase one additional UAV in the next calendar year. The cost to purchase this drone will be dependent on the model.

Unmanned, remotely piloted, powered ground vehicles:

A.	GC 7072(a)(1)	The PakBot 510 was used 2 times during trainings. It was not used during any tactical operations. The PakBot robot was displayed during one community relations event.

B.	GC 7072(a)(2)	The SLTPD did not receive any complaints or concerns regarding the use of these items.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	No maintenance or upgrades were performed. There were no additional robots purchased. No costs were incurred regarding these items.
E.	GC 7072(a)(5)	The SLTPD possesses 1 unmanned robot, a PakBot 510.
F.	GC 7072(a)(6)	The SLTPD does not anticipate the purchase of any new robots in the next calendar year.

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

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

High Mobility, Multi-Wheeled Vehicles (Hummers):

A.	GC 7072(a)(1)	These items were not utilized during the past calendar year, nor did the SLTPD request the items from allied agencies for use in the South Lake Tahoe city limits.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of these items.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	No costs were incurred regarding these items.
E.	GC 7072(a)(5)	The SLTPD possesses one Hummer vehicle, which is non-operational and scheduled for disposal.

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

A.	GC 7072(a)(1)	The Mobile Command Vehicle was not used in 2024.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of this vehicle.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding its use.
D.	GC 7072(a)(4)	*Maintenance Cost:* There is an ongoing radio upgrade project which has rendered the vehicle inoperable during 2024. *Fuel Cost:* None.
E.	GC 7072(a)(5)	The SLTPD possesses 1 mobile command vehicle.

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

A.	GC 7072(a)(1)	These items were not utilized during the past calendar year. The SLTPD has an existing MOU with the Tahoe-Douglas Bomb Squad in the event explosive ordinance assistance is required in the South Lake Tahoe city limits. The SLTPD SWAT Team conducted two trainings with the TDBS in 2024.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of these items.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	No costs were incurred regarding these items.
E.	GC 7072(a)(5)	The SLTPD does not possess any of these items.
F.	GC 7072(a)(6)	The SLTPD does not intend to purchase any of these items.

Distractionary Devices ("Flashbang" grenades)

A.	GC 7072(a)(1)	These items were utilized 14 times (1 during tactical operations, 11 times during trainings and twice during community outreach events). No devices were disposed of for malfunctions or failure to pass safety inspections.
B.	GC 7072(a)(2)	The Chief of Police received one email complaint in June of 2024 regarding the use of 4 devices over 4 hours during a joint SWAT/SLTFR training in the Al Tahoe neighborhood. The complaint was about noise and poor notification/warning of the training. The complaint was also emailed to members of the PAC and City Council. The Chief responded via email to the citizen and discussed with team leadership.

C.	GC 7072(a)(3)	The above use was within policy and examined during a debrief following the incident. There were no policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	During 2024, 14 devices were used at a cost of $574 ($41 per device).
E.	GC 7072(a)(5)	The SLTPD currently possesses 27 distractionary devices. and attempts to maintain a minimum inventory of 30 devices.
F.	GC 7072(a)(6)	The SLTPD intends to purchase distractionary devices during 2024 to maintain 30 devices in our inventory. Cost of these devices varies based on model and availability but is around $40-45 per device.

Chemical Agents and Smoke canisters

A.	GC 7072(a)(1)	Chemical agent canisters were not used during tactical operations in 2024. Chemical agents were used once during trainings. One colored smoke canister was used in training during a simulated citizen rescue.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of these items.
C.	GC 7072(a)(3)	There were no policy violations or disciplinary actions taken regarding the use of these items. During training, use of force and agency policy were reviewed. Each year the SLTPD SWAT Team meets with other teams across the country to stay abreast of industry trends and current practices. After learning of new, less invasive and safer models of gas canisters, the DefTec Model 2042 CO_2-powered canister was researched. The SLTPD SWAT Team ultimately identified this new type of canister as safer for a variety of reasons, and testing was completed.
D.	GC 7072(a)(4)	During 2024, trainings were conducted by SWAT for citizen rescue, chemical agent administration, emergency medical care and barricade operations. These trainings were conducted by Chemical Agent Instructors. During these trainings, 2 canister of CS and 1 canister of smoke were used at a cost of $122 ($41 per CS canister and $40 per smoke canister). During the CO2-powered DefTec model 2042 canister testing, 2 canisters were used at a cost of $82 ($41 per canister).
E.	GC 7072(a)(5)	15 DefTec Flameless Tri-Chamber CS 20 DefTec Flameless Expulsion CS 28 DefTec CO_2 CS 8 DefTec Maximum HC Smoke
F.	GC 7072(a)(6)	The Police Department intends to purchase these items as needed to maintain inventory of 30 canisters of each type. Individual cost per canister can vary depending on vendor and availability.

40mm Launchers and Rounds

A.	GC 7072(a)(1)	These items were brought to crisis scenes multiple times by patrol and SWAT officers during the last calendar year. However, the items were only used once (by the SWAT team during a standoff with an attempted homicide suspect). The launchers were used three times during trainings and certifications and were displayed and discussed with citizen during three community outreach events.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of these items.
C.	GC 7072(a)(3)	There were no policy violations or disciplinary actions taken regarding the use of these items. One new Milkor LTL launcher was purchased at a cost of $5,160 to replace an old and outdated LMT launcher and equip patrol officers with more less-lethal force options.
D.	GC 7072(a)(4)	During these trainings use of force and agency policy were reviewed, and 7 impact rounds were used ($140).
E.	GC 7072(a)(5)	1 DefTec LMT single-shot launchers 2 Milkor Less-lethal Multilaunchers 19 DefTec #6325 Exact Impact sponge rounds 7 DefTec #6320 Liquid OC rounds 13 DefTec #2292 CS rounds 12 DefTec #6282 Spede-Heat CS rounds 13 DefTec #1069 Skat Shell CS rounds
F.	GC 7072(a)(6)	The Police Department intends to purchase rounds listed above as needed to maintain an inventory of 30 rounds of each type. Like canisters, rounds can vary in cost depending on mode, availability and vendor.

List of Qualifying Equipment

SLTPD Policy 705

705.4 MILITARY EQUIPMENT INVENTORY

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

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

A.	Quantity	1
B.	Cost	$589
C.	General Description	Unmanned, remotely controlled, video-equipped flying platforms.
D.	Manufacturer's Description	Compact and lightweight, DJI Avata is nimble in tight spaces. Every aspect of its design was made for you to be bold. The built-in propeller guard means that if Avata comes into contact with an object, it can bounce back, stay in the air, and can keep on flying.
E.	Capabilities & Purpose	Drones perform various critical tasks. The most applicable to law enforcement operations is the ability to collect video from an elevated position, which is necessary to locate missing persons, gather information during a natural disaster or critical incident, locate evidence, and provide leaders with real-time information when facing a crisis. Drones can be used to gather information during floods, fires, earthquakes, etc. and there is no substitute for their capabilities in the air.
F.	Authorized Use	Only persons trained on the use of drones should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	5-10 years
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	SLTPD Drone Operators undergo in-house training and log all flight hours. They also undergo FAA online training as well as FAA Part 107 certification to become licensed UAV pilots.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as drones only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	1
B.	Cost	PakBot 510: $77,000 (acquired from military free of charge)
C.	General Description	Unmanned, remotely controlled vehicles typically equipped with audio and/or video capability.

D.	Manufacturer's Description	The PakBot is a man-transportable robot that performs a variety of functions. The robot climbs most stairs, navigates narrow passages and relays real-time audio/video while the operator can remain at a safe distance. The PakBot arm lifts up to 40 lbs. It is deployable by a single person in less than two minutes.
E.	Capabilities & Purpose	This robot allows situational intelligence including audio/video without exposing personnel to imminent risk, whether it be from a natural disaster or suspect(s). The robot is almost exclusively used by the SWAT team during high-risk missions to ensure the safety of officers, civilians and suspects. This allows operators to learn the location/appearance/etc of a suspect without risking an armed confrontation. The PakBot does currently not have a two-way communications system to communicate with suspects with the intention of de-escalating situations and improving negotiations. The PakBot has an articulable arm used for opening doors, moving objects or delivering items during a crisis.
F.	Authorized Use	Only persons trained on the PakBot should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	5-10 years
H.	Fiscal Impact	Annual maintenance and battery replacement cost is about $200.
I.	Training	All SWAT operators receive in-service training on the device when appointed to the SWAT team.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as robots only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	1
B.	Cost	$750,000, acquired from the military in 2013 free of charge with the exception of travel costs.
C.	General Description	Vehicles designed to protect occupants from gunfire and/or explosions.
D.	Manufacturer's Description	The MaxxPro MRAP is an armored vehicle that seats 6-8 personnel and allows for rescue of injured or endangered persons. It can stop various projectiles, which provides for greater safety to citizens and officers beyond the protection of personally worn body armor.
E.	Capabilities & Purpose	This is the only vehicle in the department's possession which stops large caliber gunfire and provides protection from explosives. It is the only vehicle capable of transporting officers or citizens safely through danger areas. This vehicle provides the ability for Crisis Negotiators and SWAT team members to safely approach, observe,

communicate and operate during high-risk assignments. Uses of this vehicle have included high-risk warrant service, armed suicidal subjects, and armed and barricaded felony dangerous suspects. It has also been used at many community engagement events.

There are no weapons attached to this vehicle. The top of the vehicle has a rotating, armored area that can be used as an elevated platform for negotiators and operators to more safely contact dangerous and armed suspects while attempting to de-escalate and resolve a crisis.

F.	Authorized Use	The use of armored vehicles shall only be authorized by an Incident Commander or SWAT team leader and based upon the specific circumstances of a given incident. Armored vehicles shall only be used by officers trained in their operation and in a manner consistent with department policy and training. This vehicle may be used at special and/or community engagement events with approval of the Chief of Police.
G.	Expected Lifespan	Approximately 10-15 years.
H.	Fiscal Impact	Annual maintenance cost of about $5,000. This vehicle is built on a common truck chassis and City Mechanics perform service and maintenance.
I.	Training	All SWAT operators receive formalized in-service training on this vehicle, its capabilities and limitations, and its appearance to the community when appointed to the SWAT team. Firefighters assigned to the SWAT team or officers (with a Class B license) drive this vehicle unless it needs to be deployed during an emergency.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use armored vehicles only in a manner that protects the public's welfare, safety, civil rights, and adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	1 (This vehicle is not operational and pending disposal)
B.	Cost	Approximately $120,000, acquired free of charge from the military.
C.	General Description	A rugged, four-wheeled vehicle with all-terrain/off-road capabilities.
D.	Manufacturer's Description	Varies by manufacturer and style. A Hummer is a four-wheeled vehicle that can be highly customized.
E.	Capabilities & Purpose	This Hummer vehicle was intended for the Crisis Negotiation Team, as negotiators have no dedicated vehicle in which to operate or carry equipment (such as throw phones, PA systems, recording equipment, etc) to communicate with a suspect during a crisis. This would have provided negotiators with an all-weather vehicle and a safe place to perform de-escalation efforts in a tactical environment.

		Hummers are a common SWAT vehicle and other surrounding agencies may have uniquely configured vehicles for specialized purposes. For example, Hummers can be outfitted with a Mobile Adjustable Ramp System (MARS) to rescue persons from second or third stories during an emergency.
F.	Authorized Use	This vehicle is not in use.
G.	Expected Lifespan	About 10-15 years.
H.	Fiscal Impact	No maintenance cost.
I.	Training	Training would vary depending on the capability and model of the vehicle.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use vehicles only when licensed and while adhering to state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

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

A.	Quantity	1.
B.	Cost	$159,684.
C.	General Description	A vehicle designed to house equipment and resources for the use of commanders to organize, oversee and address an incident.
D.	Manufacturer's Description	Not available, as this vehicle was custom built. This vehicle is used as a mobile field office that provides shelter, access to Department computer systems, and food/water during extended events.
E.	Capabilities & Purpose	The MCV was purchased by the City through a grant in 2007. The MCV can be utilized for critical incidents, preplanned events, searching for missing persons, natural disasters and tactical operations. This vehicle houses a bank of radios and a CAD console for dispatchers. This vehicle facilitates a remote command post for various events such as SnowGlobe, New Year's Eve, Fourth of July, widespread power outages, and wildfires (Like the Caldor or Tamarack fires). It gives the SLTPD a redundant dispatch center during a crisis.
F.	Authorized Use	Only persons trained on the use of the MCV should operate this vehicle. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander. Typically, a dispatcher or supervisor drives the MCV to the command post during an event. Situations in which the MCV would be authorized for use may include, but are not limited to, critical incidents, emergencies, natural disasters, tactical crises or community engagement events.
G.	Expected Lifespan	For the MCV, a 15-20 year lifespan on the chassis and vehicle structure. Radios and IT systems need upgrades and software maintenance.

H.	Fiscal Impact	Annual maintenance and fuel costs are minimal.
I.	Training	All MCV drivers are licensed and become familiarized with the vehicle's deployment capabilities before driving (including computers and radios).
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use the Mobile Command Vehicle only in a manner that respects the privacy of our community, adheres to state and federal law, and to provide for the safety of our community.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

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

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

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

A.	Quantity	27
B.	Cost	$40-45 per device.
C.	General Description	Devices which deflagrate to produce a flash of light and loud, concussive noise.
D.	Manufacturer's Description	A non-bursting, non-fragmenting multi-use device that produces a thunderous bang with an intense bright light. Ideal for distracting and disorienting dangerous suspects during assaults, hostage rescue, room entry or other high-risk situations. At 5 feet away, these devices create a sound at 162 decibels (for reference, fireworks are 140 decibels).
E.	Capabilities & Purpose	A distraction device is an important tool for distracting suspects during assaults, hostage rescue, room entry and other high-risk situations. The SWAT team has also used these devices to deter aggressive animals and prevent use of force. These devices produce a short term (4-8 second) period of disorientation to the suspect, which facilitates the safe entry of SWAT personnel into a dangerous situation. These devices do not explode or create shrapnel, nor are they designed to wound or hurt a subject. They can create an opportunity for officers to use less-lethal options rather than lethal force.
F.	Authorized Use	Diversionary Devices shall only be used: • By SWAT personnel who have been trained on their use • In tactical situations • In situations where there may be extreme risk to officers • In situations where their use would enhance officer safety or the safety of the public • Addressing potentially dangerous animals • During demonstrations or community outreach events
G.	Expected Lifespan	5 years
H.	Fiscal Impact	No annual maintenance. The SWAT Team maintains a minimum inventory of 30 distractionary devices to maintain readiness for a response to a crisis.
I.	Training	Prior to use, officers must attend a diversionary device training conducted by POST-certified instructors.
J.	Legal and Procedural Rules	It is the policy of the SLTPD that only SWAT operators use distractionary devices, and they must be used in a manner consistent with state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

8 **Chemical Agents and Smoke canisters**

A.	Quantity	15 DefTec Flameless Tri-Chamber CS 20 DefTec Flameless Expulsion CS 28 DefTec CO_2-Powered Flameless CS 8 DefTec Maximum HC Smoke

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

B. Cost

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

C. General Description

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

D. Manufacturer's Description

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

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

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

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

E. Capabilities & Purpose

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

tactical negotiations). The munitions listed below are launched as a projectile; the munitions listed in this section are hand-delivered canisters.

F. Authorized Use

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

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

G. Expected Lifespan

5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

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

J. Legal and Procedural Rules

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

K. Mutual Aid

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

9 **40mm Launchers and Rounds**

A. Quantity

1 DefTec LMT single-shot launchers
2 Milkor Less-lethal Multilaunchers
19 DefTec #6325 Exact Impact sponge rounds
7 DefTec #6320 Liquid OC rounds
13 DefTec #2292 CS rounds
12 DefTec #6282 Spede-Heat CS rounds
13 DefTec #1069 Skat Shell CS rounds

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

B. Cost

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

C. General Description

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

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

D. Manufacturer's Description

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

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

DefTec #6325 Exact Impact Sponge round:
A less-lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm canister launcher with a rifled barrel at 325 fps. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Exact Impact sponge round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

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

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

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

E. Capabilities & Purpose

The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the

		first reason being long-term, tactical negotiations). The munitions listed here are launched as a projectile; the munitions listed in the previous section are hand-delivered.
F.	Authorized Use	Situations for use of the less lethal weapons systems may include, but are not limited, to: • Dangerous or combative individuals • Riots, civil unrest, hostile crowds • Circumstances where a tactical advantage can be obtained • Potentially dangerous animals • Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force • Training exercises or community outreach events
G.	Expected Lifespan	Launchers: 15 years. Rounds: 5 years from manufacture date.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST-certified less-lethal instructors. In-service training is conducted on an annual basis (if not more frequent).
J.	Legal and Procedural Rules	Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

Military Equipment

705.1 PURPOSE AND SCOPE

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

705.1.1 DEFINITIONS

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

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

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

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

705.2 POLICY

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

Copyright Lexipol, LLC 2025/02/19, All Rights Reserved.
Published with permission by South Lake Tahoe Police Department

705.3 COMPLIANCE, OVERSIGHT, AND SANCTIONS FOR VIOLATIONS

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

705.3.1 COMPLAINTS, CONCERNS, OR QUESTIONS

Members of the public may register complaints, concerns, or questions about the use of each specific type of military equipment directly to the Chief of Police by phone, email, or in person. The Chief of Police (or their designee) shall respond to each complaint, concern, or question by phone, email, or in person in a timely manner. These contacts shall be documented in writing with a summary of the complaint, concern, or question and retained by the Chief of Police (or their designee) to be included in the annual report as described below (Government Code § 7072(a)(2)).

705.4 MILITARY EQUIPMENT INVENTORY

The list of qualifying equipment for the South Lake Tahoe Police Department will be the current year's list approved by the South Lake Tahoe City Council, which is posted on the department's website.

705.5 APPROVAL

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

a. Requesting military equipment made available pursuant to 10 USC § 2576a.
b. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of the City of South Lake Tahoe.
e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

Copyright Lexipol, LLC 2025/02/19, All Rights Reserved.
Published with permission by South Lake Tahoe Police Department

f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
g. Acquiring military equipment through any means not provided by this paragraph.

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

705.6 INTENTIONALLY BLANK

705.7 ANNUAL REPORT AND ORDINANCE RENEWAL

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

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

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

705.8 COMMUNITY ENGAGEMENT

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

Copyright Lexipol, LLC 2025/02/19, All Rights Reserved.
Published with permission by South Lake Tahoe Police Department

Ordinance 2022-1163

Adopted by the City of South Lake Tahoe City Council

May 3, 2022

Adoption of "Military Equipment" Use Policy

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

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

Date: May 4, 2022

Devin Middlebrook, Mayor

Attest:

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

Susan Blankenship, City Clerk

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

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

Policy 706: Military Equipment

706.1 PURPOSE AND SCOPE

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

706.1.1 DEFINITIONS

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

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

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

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

706.2 POLICY

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

706.3 COMPLIANCE, OVERSIGHT, AND SANCTIONS FOR VIOLATIONS

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

706.31 COMPLAINTS, CONCERNS, OR QUESTIONS

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

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

706.4 MILITARY EQUIPMENT INVENTORY

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

706.5 APPROVAL

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

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

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

706.7 ANNUAL REPORT AND ORDINANCE RENEWAL

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

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

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

706.8 COMMUNITY ENGAGEMENT

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

List of Qualifying Equipment

SLTPD Policy 706

706.4 MILITARY EQUIPMENT INVENTORY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **Chemical Agents and Smoke canisters**

A. Quantity

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

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

B. Cost

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

C. General Description

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

D. Manufacturer's Description

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

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

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

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

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

E. Capabilities & Purpose

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

F. Authorized Use

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

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

G. Expected Lifespan

5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

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

J. Legal and Procedural Rules

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

K. Mutual Aid

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

9 **40mm Launchers and Rounds**

A. Quantity

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

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

B. Cost

DefTec launchers: $1,000 per launcher.
MilKor multi-launcher: $4,265.
Exact Impact rounds: $18 per round.
Liquid barricade rounds: $23 per round.
Spede-Heat rounds: $30 per round.
Skat-Shell rounds: $28 per round.

C. General Description

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

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

D. Manufacturer's Description

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

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

DefTec #6325 Exact Impact Sponge round:
A less-lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm canister launcher with a rifled barrel at 325 fps. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Exact Impact sponge round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

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

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

DefTec #6172 Skat-Shell CS round:
The Skat-Shell round is a 40mm round designed to deliver multiple canisters of a chemical agent from a 40mm launcher. It is designed for outdoor use and has fire-producing capabilities with a maximum range of 80-100 yards. The Skat-Shell is widely used as a crowd

		management tool for the rapid and broad deployment of a chemical agent by a singer grenadier. The Skat-Shell contains four separate and smaller munitions.
E.	Capabilities & Purpose	The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed here are launched as a projectile; the munitions listed in the previous section are hand-delivered.
F.	Authorized Use	Situations for use of the less lethal weapons systems may include, but are not limited, to: • Dangerous or combative individuals • Riots, civil unrest, hostile crowds • Circumstances where a tactical advantage can be obtained • Potentially dangerous animals • Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force • Training exercises or community outreach events
G.	Expected Lifespan	Launchers: 15 years. Rounds: 5 years from manufacture date.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST-certified less-lethal instructors.
J.	Legal and Procedural Rules	Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

ORD 2022-1163 Military Equipment use

Final Audit Report 2022-05-04

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

"ORD 2022-1163 Military Equipment use" History

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

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

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

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

Document emailed to Devin Middlebrook (dmiddlebrook@cityofslt.us) for signature
2022-05-03 - 10:52:32 PM GMT

Email viewed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
2022-05-04 - 5:03:47 PM GMT- IP address: 66.189.255.213

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

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

Adobe Acrobat Sign

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 6

Agenda Item: Report from RSG, Inc. on Economic Development of Chateau Site

Executive Summary: The City has entered into a Professional Services Agreement with RSG, Inc. for real estate and economic development services to conduct a feasibility assessment and recommendations for stimulating development at the Chateau site (4139 Lake Tahoe Blvd). RSG will provide a presentation to the City Council on the findings of their analysis and recommendations. The City Council will then provide direction to staff on next steps.

Requested Action / Suggested Motions: Pass a Motion directing staff to take one or both of the following actions: 1) Initiate negotiations with current owner regarding pre-development financial assistance in exchange for binding commitment to performance milestones; 2) Initiate discussions with El Dorado County regarding potential participation in a Tax Increment Financing District and, if a partnership seems feasible, work with RSG to develop more detailed analysis to determine desired district boundaries.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

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

Attachments:

- 01-Staff Report
- 02-C-0194-2024 RSG Professional Services Agreement
- 04-Presentation
- 03-RSG Memo

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

Meeting Date: March 11, 2025

Title: Report from RSG, Inc. on Economic Development of Chateau Site

Location: 4139 Lake Tahoe Blvd

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: City Council Strategic Plan Action Item 4.2.2 prioritizes the development of the "Hole in the Ground" site as a way of supporting and attracting visitors to the Stateline core. The site was originally planned as "Redevelopment Project 3" and has been partially developed as the "Chateau at the Village" and "Zalanta" projects.

On August 13, 2024 the City Council passed Resolution 2024-086 appropriating funds and approving a Professional Services Agreement (PSA) with RSG, Inc. for Real Estate and Economic Development Services to conduct a feasibility assessment and recommendations for stimulating development at the Chateau site (4139 Lake Tahoe Blvd). The scope of work included the following components:

1. Stakeholder Interviews
2. Market Analysis and Development Concepts
3. Presentation of Opportunities
4. Tax Increment Analysis (if needed)
5. Project Marketing/solicitation of interest
6. Project Implementation

Description of the full scope of work is included in the PSA (Attachment 02).

Issue and Discussion: RSG has completed the first two components of the scope of work along with some preliminary analysis of potential tax increment options (Attachment 03). RSG will provide a presentation to review the findings of their analysis so far and present options for the Council to consider in directing next steps.

Key points from the analysis include:

- The market environment has significantly changed since the previous project permitting in 2007 and it is likely that a plan revision will be necessary.
- Even with a revised project that better fits the current market such development may not be financially viable without an improvement in market conditions, substantially discounted acquisition, and/or substantial subsidy.
- The current assessed value of the parcels that constitute the Phase 4 site land and improvements is $45.8 million, however the owner may not be willing to sell at this price.
- The current owner may be best positioned to develop the site due to previously invested costs.

- The City could offer to provide financial assistance to revise current permitting to create a more marketable “development ready” project in exchange for binding project development performance commitments from the current owner.
- Based on potential project programing developed by RSG, if the project is developed and operational (estimated in 10 years), the estimated fiscal revenue to the City over 35 years would be $84 million in present value dollars with 75% of the revenue coming from transient occupancy tax.
- Formation of a Tax Increment Financing District could generate over $37 million over 45 years, however the type and size of the district would significantly affect this projected estimate and participation by El Dorado County in contribution of future tax increment would be essential.

At its meeting on August 13, 2024, City Council also requested some information on whether a receivership could be a tool to spur development of this site. California Health & Safety Code section 17980.7 authorizes a court to appoint a receiver to repair and abate nuisance properties that substantially endanger public health and safety. However, this remedy is located in the substandard housing statutes and is available only where a structure is used for human habitation, which is not the case for this property.

After receiving the presentation, City Council is asked to pass a motion to direct staff to take some or all of the following actions:

- Initiate negotiations with current owner regarding pre-development financial assistance, in the form of funding consultants for environmental review, permit revisions and engineering assessment of the existing structure, in exchange for binding commitment to performance milestones. Discussions of specific project programming and development concepts could be included in the negotiations.
- Initiate discussions with El Dorado County regarding potential participation in a Tax Increment Financing District and, if a partnership seems feasible, work with RSG to develop more detailed analysis to determine desired district boundaries.

Due to the findings of the RSG analysis regarding current market conditions, developing a marketing plan and Request for Qualifications, as envisioned in the RSG scope of work, would not likely be productive at this time. However, continuing to explore the feasibility of the potential next steps outlined above, may be productive in moving toward a solution.

Financial Implications: The City Council previously allocated $129,930 for the contract with RSG. If the Council provides direction on next steps that are not included in the RSG scope of work or are better pursued by City staff, there will likely be some savings associated with terminating the PSA. If Council directs further action on providing pre-development financial assistance to the project and/or establishing a tax increment financing district there would be associated costs in the future.

Environmental Considerations: This action is statutorily exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guidelines section 15262 (feasibility and planning studies) because it involves such studies for possible future actions which have not been approved, adopted, or funded.

Policy Implications: This action is consistent with Strategic Plan priority 4.2, Support Development of a Regenerative Tourism Model, and Action Item 2, “Prioritize the development of the “Hole in the Ground” site as a way of supporting and attracting visitors to the Stateline core.”

This site is within the Tourist Center Core district of the Tourist Core Area Plan, which is described as:

> *This district is the activity center of the Tourist Core Area Plan and intended to become a commercial, tourist and recreation destination with public gathering places, animated streets and intensive retail activity meeting the needs of both tourists and residents of the south shore. This district allows for horizontal and vertical mixed use projects with a focus on street-level active storefronts encouraging pedestrian activity. The sub-district contains complete streets that support multi-modal transportation options. Permissible uses include tourist accommodation, retail commercial, entertainment, restaurants, recreation and mixed-use residential development.*

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 13th day of August 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **RSG, 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 18 months.

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 **$129,930.00** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

7. Ownership of Documents.
   All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant

for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services 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:	Jim Simon, Principal 170 Eucalyptus Ave, Suite 200 Vista, CA 92084
Provide a copy to:	Crystal Mattingly 170 Eucalyptus Ave, Suite 200 Vista, CA 92084

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 Cody Bass (Aug 19, 2024 11:33 PDT)
Cody Bass, Mayor

Date 08/19/24

CONSULTANT:

B Jim Simon
Jim Simon (Aug 19, 2024 11:35 PDT)
Jim Simon, Principal

Date 8/19/2024

Business License # 331707

APPROVED AS TO FORM:

By Heather Stroud (Aug 15, 2024 09:51 PDT)
Heather Stroud, City Attorney

Date 08/15/2024

ATTEST:

By Susan Blankenship (Aug 14, 2024 14:05 PDT)
Susan Blankenship, City Clerk

Date 08/14/2024

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

RSG has prepared the following scope of work and services as described below for the City to consider based on specifications noted in the Scope of Services[1].

KICK-OFF MEETING AND INITIAL RESEARCH

RSG would participate in a kick-off meeting in-person and driving tour with the City project team to review project history, goals, and expectations, as well as present and receive feedback on preliminary assessment of project opportunities.

RSG would review available planning documents if provided timely by the City as well as third party market reports prior to the meeting to understand market activity within the project area and ensure a productive project kick-off. RSG would utilize the market data and information from the City to recommend stakeholders to be interviewed and tailor the project development vision and scope.

STAKEHOLDER ENGAGEMENT

Working closely with the City, RSG would conduct 12 (virtual) stakeholder interview sessions with the following objectives:

1) Understand priorities, goals, and overall visions for the area.

2) Understanding of community benefits and infrastructure improvements to consider as part of the project.

3) Understand local economic and market conditions relevant to the project.

4) Determine stakeholder interest in forming a financing district to support investment.

5) Identify targeted public and private investment opportunities in the project area.

[1] We generally utilized the contents of the RFP but did reorganize and elaborate on portions of the scope sought to provide the City more specifics where we felt that would be helpful for the City's evaluation.

MARKET ANALYSIS AND DEVELOPMENT CONCEPTS

With consideration of stakeholder feedback, zoning, site parameters, and any other design guidelines, RSG would conduct a market analysis to inform the recommendation of two alternative development concepts for the site. RSG would recommend potential financing tools for the City to consider – including but not limited to - local, state, and Federal funding program opportunities, development impact fees, and special district and tax increment financing tools to fund needed infrastructure and cover municipal service cost for each alternative[2].

For each scenario, RSG would also prepare preliminary tax increment analysis reflecting proposed future development, potential public and private sector partners, and estimated costs for project and infrastructure construction.

PRESENTATION OF OPPORTUNITIES

RSG would conduct two in-person presentations to stakeholders on the development concepts and potential funding mechanisms, including potential financing districts. Stakeholders would also have the option to participate in the meeting virtually.

RSG would also conduct one in-person presentation to the City Council for feedback and direction.

TAX INCREMENT ANALYSIS (IF NEEDED)

If the identified project and financing approach includes the use of tax increment financing, RSG would identify projected real property value appreciation, appropriate tax entity proportional shares, projected district revenues, and bonding capacity generated by the tax increment.

PROJECT MARKETING/SOLICITATION OF INTEREST

RSG would prepare a marketing plan for disposition of the entire site and/or portions of the site, as appropriate. If deemed necessary, RSG would prepare a request for qualifications/ proposals (RFQ/P) to seek out qualified developers for

[2] Some examples of the tax increment financing tools include Enhanced Infrastructure Financing District (EIFD), Community Revitalization and Investment Authority (CRIA), Climate Resilience Districts, and Community Finance Districts.

the project site, evaluate development proposals, and make recommendations to the City.

RSG's cost estimate assumes RSG would (a) assist with negotiations; (b) draft a term sheet for an exclusive negotiation agreement (ENA) and development agreement; and (c) review agreements drafted by legal counsel.

PROJECT IMPLEMENTATION

If deemed necessary, RSG would assist the City with the following services related to implementation of the proposed project:

- Requesting and reviewing project-based materials as related to the ENA and/or DA and documentation including market information and reports, sale comparables, pro forma schedules, entitlement requirements, site development, and/or similar information.
- Working with selected developer to ensure ongoing compliance with agreement terms and timing of deliverables, receipt of deposits, transaction timeframes and extensions, and schedule of performance.
- Structuring financing for public benefit uses and/or public infrastructure.

IMPLEMENTATION SCHEDULE

Activity	**Timeline**	**Tent. Schedule**
Conduct Initial Research & In-Person Kick Off Meeting	~30 days from execution of Agreement	August 14, 2024
Conduct 12 Stakeholder Interviews	~45 days from kick-off meeting	August - September 2024
Propose 2 Development Concepts (Incl. Financing Recommendations, Development Feasibility, & Tax Increment Projections)	~90 days from final stakeholder interview	October - December 2024
In - Person Presentation of Opportunities to Stakeholders (2) and City Council (1)	~60 days of City staff approval of final development concept analysis	January - February 2025
Conduct Tax Increment Analysis (If Applicable)	~60 days from receiving City Council feedback	March – April 2025

Project Marketing/Solicitation of Interest	~90 days from receiving City Council feedback	March – May 2025
Draft Term Sheets for Selected Project	Dependent upon City Council	TBD
Selected Project Implementation & Coordination	Dependent upon timing of project selection	TBD

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed) **$129,930.00**

Hourly Rates:

Principal	$295
Director	$275
Senior Associate	$225
Associate	$195
Senior Analyst	$160
Analyst	$145
Research Assistant	$135
Technician	$100
Clerical	$60
	$/hour

Travel and out-of-pocket expenses **None**

(travel is included in the TOTAL (not to exceed amount)

TOTAL (not to exceed) **$129,930.00**

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

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

Consultant:
Jim Simon, Principal

Jim Simon

By: Jim Simon (Aug 19, 2024 11:35 PDT)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

[a] **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RSG, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) [a]

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) [a]

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
170 Eucalyptus Avenue, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Vista, CA 92084

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
9 5 – 3 4 3 5 8 4 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [a] Yara E. Matthews **Date** [a] 7/31/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF SOUTH LAKE TAHOE

BUSINESS AND PROFESSIONS TAX CERTIFICATE

2024 - 2025

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.

Business Name RSG, INC.

Business Location 170 EUCALYPTUS AVE STE 200
VISTA, CA 92084-6028

Business Owner(s) RSG, INC.

Account Number 331707

License Description CONSULTANTS

Effective Date July 31, 2024

Expiration Date June 30, 2025

RSG, INC.
170 EUCALYPTUS AVE STE 200
VISTA, CA 92084-6028

THIS BUSINESS LICENSE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact the City of South Lake Tahoe at (530) 542-6012.

RSG, INC. :

Thank you for your payment on your City of South Lake Tahoe Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the City of South Lake Tahoe via email at: revenue@cityofslt.us or by telephone at: (530) 542-6012.

Keep this portion for your certificate separate in case you need a replacement for any lost, stolen, or destroyed certificate. A fee may be charged for a replacement or duplicate certificate.

If you have a fixed place of business within the City of South Lake Tahoe please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view to any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

Account Number: **331707** **Date of Issue:** **07/31/2024**

CITY OF SOUTH LAKE TAHOE
REVENUE SERVICES DIVISION
1901 LISA MALOFF WAY STE 210
SOUTH LAKE TAHOE, CA 96150

RSG, INC.
170 EUCALYPTUS AVE STE 200
VISTA, CA 92084-6028

C-194-2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/16/2023

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
The Empire Company
550 North Park Center Drive
Suite 205
Santa Ana CA 92705

CONTACT NAME: Erica Hornaday
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: ehornaday@empire-co.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentinel Insurance Company, LTD	11000
INSURER B :	Trumbull Insurance Company	27120
INSURER C :	Peleus Insurance Company	34118
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
RSG, Inc.
170 Eucalyptus Avenue
Suite 200
Vista CA 92084

COVERAGES CERTIFICATE NUMBER: 2023/2024 UPDT Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	72SBAAQ7019	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY	Y		72SBAAQ7019	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			72SBAAQ7019	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	72WECVK8727	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors & Omissions Claims Made			121MPL0167514-03	03/01/2023	01/01/2024	AGGREGATE LIMIT	4,000,000
							EACH CLAIM	2,000,000
							DEDUCTIBLE	10,000

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

City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers are named as additional insured in respect to general liability where required by written contract, per form (SS 00 08 04 05). General Liability is Primary & Non-Contributory per form (SS 00 08 04 05). General Liability and Worker's Compensation Waiver of Subrogation per forms (SS 00 08 04 05) and (WC 04 03 06) attached.
*30 day notice of cancellation applies except 10 days for non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Erica Hornaday

© 1988-2015 ACORD CORPORATION. All rights reserved.

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
A. COVERAGES	**1**
Business Liability	**1**
Medical Expenses	**2**
Coverage Extension - Supplementary Payments	**2**
B. EXCLUSIONS	**3**
C. WHO IS AN INSURED	**10**
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	**14**
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	**15**
1. Bankruptcy	**15**
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	**15**
3. Financial Responsibility Laws	**16**
4. Legal Action Against Us	**16**
5. Separation Of Insureds	**16**
6. Representations	**16**
7. Other Insurance	**16**
8. Transfer Of Rights Of Recovery Against Others To Us	**17**
F. OPTIONAL ADDITIONAL INSURED COVERAGES	**18**
Additional Insureds	**18**
G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS	**20**

BUSINESS LIABILITY 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 stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period;and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

© 2005, The Hartford

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omIssIon together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** - Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "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; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

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 because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" 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. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(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.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) **At** or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(I) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) **At** or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) 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

(b) 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustrnent to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) **A** watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) **Not** being used to carry persons for a charge;

(3) 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;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "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.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(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.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting.demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such 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 Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** - Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

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.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture}, to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. 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; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below 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 this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** - Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor 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 vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d) or (f);** or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, 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 connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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 specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, 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".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations 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. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a. or 2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part 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 last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage ansmg out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, asst.me any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that 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.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. 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:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. ExcessInsurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** - Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages ansmg out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) 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.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but **we will** be entitled to the 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:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) 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 Coverage Part.

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.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has 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 the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.,** Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

   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 person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision - Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured - State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured-Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor 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 vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f);** or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured - Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. 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 that person or organization.

9. **Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owner, Lessees Or Contractors, 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:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured - Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured - Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

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.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;

      (2) Television;

      (3) Billboard;

      (4) Magazine;

      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

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, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** - Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, 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, oprrnons, reports, surveys, field orders, change orders, designs 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; or

(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 **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "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.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) **A** person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all prov1s1ons in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** 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".

3. Exclusion **f. Pollution** is replaced by the following:

"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 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" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and c. above 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:

(1) 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

© 2009, The Hartford
(Includes copyrighted material of ISO Properties, Inc., with its permission)

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. **Fellow employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. **Care, custody or control**

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an "auto".

(2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) 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 an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. **OTHERINSURANCE**

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. 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.

2. **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. **LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72 WEC VK8727 **Endorsement Number:**
Effective Date: 01/01/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: RSG, INC.
17872 GILLETTE AVE STE 350
IRVINE CA 92614

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 for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72 WEC VK8727 **Endorsement Number:**
Effective Date: 01/01/24 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: RSG, INC.
17872 GILLETTE AVE STE 350
IRVINE CA 92614

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 for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

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.

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.

© 2011, The Hartford

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

Date: February 27, 2025

To: Joe Irvin, City Manager
Hilary Roverud, Assistant City Manager
City of South Lake Tahoe

From: Jim Simon, President
Mark Sawicki, Director
Jillian Glickman, Senior Analyst
RSG, Inc.

Subject: **Chateau Project A - Phase 4 Feasibility Assessment and Recommendations for Stimulating Development**

EXECUTIVE SUMMARY

- The approved development plan from 2007 is **not financially or market feasible to construct in today's market,** particularly with inclusion of the proposed convention center with no public subsidy.
- **A plan revision is necessary, but will add risk, take time, and incur costs**. Ideally, the plan revision should reduce floor area, reduce the number of Tourist Accommodation Units (TAUs) while increasing their size, add additional Commercial Floor Area (CFA), and include a workforce or affordable housing component.
  - Even with an approved development plan revision, **we do not believe that in the current market such development would be financially feasible (sufficiently profitable) to entice a developer to proceed**.
  - **For a new investor/developer to take over and complete the project, they would require a substantially discounted acquisition cost or a substantial subsidy**.
  - Likewise, if the City were to acquire ownership of the site, it will face **an uncertain holding period** while it seeks to identify a developer that is capable and willing to complete the revised project. Given the current infeasibility of development, **the City may also experience a significant investment loss on a subsequent disposition to a developer**.
- Given that the current owner's investment to date (land, entitlement, predevelopment, and carry costs) is a sunk cost, we expect them to be **uniquely motivated to improve development prospects by gaining approval of a more feasible plan revision**. By doing so, the asset will be positioned as market conditions improve to either obtain financing for construction or be marketed to a new investor as "development-ready."
- Whether it is working with the current owner or a subsequent developer, the **City should consider tools to incentivize and facilitate development activity in the near term**, including any or all of the following:
  - Offer to **provide for an experienced local development consultant** to assist the owner in seeking approvals of a plan revision with the Tahoe Regional Planning Agency (TRPA) and the City.

- Offer **pre-development funding to assist with the costs of a potential Environmental Impact Statement/Report** (EIS/R), if deemed necessary due to the plan revision.
- Offer to **provide for an engineer to review the integrity of the existing parking structure** to determine if it can support new development.
- **Purchase or license public parking**.
- **Provide assistance for the production of workforce or affordable housing**.

- Any City incentives or assistance, such as those suggested above, should be documented with a **binding memorandum of understanding or other bilateral funding or development agreement**. This would allow the City to **set performance milestones and obligations** that, if unmet, could provide a means for foreclosure, if necessary. However, depending on how assistance is structured, **it could also trigger prevailing wage on the entire project**, which would negatively impact feasibility by a far greater amount than the positive benefits from the public assistance.
- The fiscal impact of successful development of this site would be substantial, generating tax revenues projected to exceed $6 million annually upon stabilized occupancy (which at best would not be expected until 10 years from now). RSG also projected that property tax increment revenue from creation of an Enhanced Infrastructure Financing District (EIFD) could generate over $37 million in present value dollars over the next 45 years. While such outsized returns might justify City investment in development, given current market conditions and uncertainties with the site, there remains outsized risk that development will occur on the timeline or in the manner projected, if at all. As such, RSG would recommend providing only modest amounts of financial assistance at this time, but to continue actively advancing eventual development of the site.

CHATEAU PROJECT HISTORY/BACKGROUND SUMMARY

The Chateau at Heavenly Village project was approved by the City in 2007 with two major components:

- Project A is the northern portion approved for 365 TAUs, spa and recreation uses, a night club, approximately 16,000 sq. ft. of mixed-use commercial space, and over 95,000 square feet of convention space (ballroom/concert/exhibit/meeting). A concrete foundation, below-grade parking, and structural columns were completed before loss of funding in 2007. These initial improvements are now known as Chateau Phase 1.

- Project B on the southern portion was approved for 123 TAUs and 27,057 square feet of commercial space.

Following foreclosures by multiple lenders in 2009, ownership of Project A and B became divided among several new owners. The City subsequently abandoned earlier plans to provide financing assistance through tax allocation bonds supported by property tax increment, establishment of a Community Facilities District (CFD), and Mello-Roos bonds supported by special taxes and transient occupancy taxes. With the dissolution of the South Tahoe Redevelopment Agency in 2012, an Owner Participation Agreement with the original developer was extinguished, and the Successor Agency subsequently released covenants, conditions, and restrictions associated with the inclusion of the convention center component of the project.

Project B, now known as Zalanta, was partially completed with 30 units in 2015 (Project B – Phase 1). A building permit application was submitted in December 2022 for an additional 60 units (Project B - Phase 2). It is not clear at this time if the owner/developer is committed to beginning construction on Phase 2 in 2025, since they have not sought to finalize the building permit.

Project A (Chateau) Phase 2 - approximately 24,000 sq. ft. of retail/commercial space in 9 separate units on Tahoe Boulevard - was completed by a separate owner (Imperium Blue Tahoe Holdings DE, LLC) in 2014.

Project A (Chateau) Phase 3 – 16 condo units on the 2nd & 3rd floor above the Phase 2 retail – was approved in 2018-19 and is still under construction by the owner of the remaining Phase 4 site, Tahoe Chateau Land Holdings LLC (TCLH). There have been numerous issues with construction including leaking/weatherproofing, scaffolding replacement, a Stop Work Notice, and issuance of citations, fines, and fees for violations under the City Code.

The focus of this report is on the opportunities, constraints, feasibility, and path forward towards completing the remaining Project A (Chateau) Phase 4 development, including potential plan revisions and funding assistance intended to provide incentive and support, in a manner that brings economic and community benefits to the City.

SUMMARY OF RSG ASSIGNMENT

RSG's scope of services to date has included a review of project history, goals and expectations; conducting 12 stakeholder interviews to gather further insights on priorities, goals and vision for the area, and ideas for community benefits and infrastructure improvements to consider in the project; evaluating local economic and market conditions; and identifying public and private investment opportunities and mechanisms to support development.

RSG also conducted market analysis, evaluated the feasibility of development program alternatives, prepared preliminary tax increment analysis, and explored potential financing tools. RSG research included review of planning and permitting documents, sales and leasing data, market trend reports, Marshall and Swift construction cost data, and assessor tax data, among other sources.

FINDINGS

Stakeholder Feedback

Following is a summary of key points and observations gathered from stakeholders:

- While development across the country is affected by labor and material cost issues, interest rates, and relatively tepid demand, development in Tahoe faces added and unique challenges. There have been relatively few projects constructed in recent years.
- Most development in the area involves local developers and owners, rather than large institutions as may typically be found in bigger markets. Successful projects rely on existing relationships and coordination among the local real estate and development community including architects, contractors, and brokers, as well as regional planners and commissioners.
- South Lake Tahoe has a saturation of 3-star hotels and a greater unmet demand for higher-

end larger-sized luxury accommodations.

- The original development concept for this site was to sell fractional shares in units under a timeshare plan. However, this product type is no longer desirable, and the resort lodging industry has moved towards "amenitized home ownership", in which users/investors have direct ownership of vacation rental units (which owners may occupy or elect to add to vacation rental stock). These are also referred to as "condo hotel' units.
- The original plans had a high proportion of smaller units such as studios and 1-bedrooms. Current market demand now favors resort projects with larger units of 3-, 4-, and 5-bedroom sizes. Demand for large units has increased as a result of the vacation home rental restrictions adopted recently in the City for areas outside of the Tourist Core.
- The management and operation of condo hotel units, and the value proposition for the individual owner/investors, is enhanced by the adjacency of a brand-name resort hotel operation and operator.
- The Tahoe Blue Events Center (TBEC) in Stateline has lessened the demand for an events center in South Lake Tahoe. TBEC has added minor league hockey but still has capacity for more programming activity, including more youth sports and tournaments. This would increase demand for larger accommodations since hotel rooms usually don't fit families.
- TBEC contains over 50,000 sq. ft. of total meeting, convention, and exhibition space, including a 27,000 sq. ft. arena floor for trade shows, general sessions, and other uses, and 10,000 sq. ft. of meeting room space. This is less than 85% of the size of the original Chateau convention space. The Visitors Authority suggested a small amount of additional meeting space would complement TBEC, but a larger space might compete for bookings.
- <u>A plan revision will be necessary to complete the project</u>. To gain approval from the Tahoe Regional Planning Agency (TRPA), the revised building plans will likely need to stay within the floor area coverage of the original plans. Elimination of the convention center space could allow for the addition of more marketable lodging space. A plan revision that includes larger units would likely result in increased building heights to 4-5 stories, but they could be accommodated in the interior of the project site.
- The elimination of the convention space floor area in a plan revision would also allow for more public open space and paseos to access ground floor retail and restaurant offerings, similar to the Marriott Heavenly Village across the street. The elimination of the convention center, which was several stories tall, also allows for reduced building heights at the street level.
- A reduction in the total number of TAUs would allow for an increase in Commercial Floor Area (CFA) under TRPA guidelines at a ratio of 300 square feet per unit reduction. CFA can be either retail or food and beverage businesses with separate marketing, access, and ownership that is independent of a hotel. (Food and beverage spaces within a hotel are referred to as "accessory uses" and do not count towards CFA.)
- The convention center component was expected to have a high impact on traffic, as measured by "vehicle miles traveled" or VMT. Replacing this building use with residential/hotel uses, and retail/food/beverage options serving the Tourist Core population, should lead to a net reduction of VMT from the original plans, and thus may be viewed favorably by TRPA.
- A plan revision should still include a modest amount of accessible meeting room space

and/or opportunities to host smaller local events such as weddings and parties. Additional outdoor space could be used for small events, stages, a farmers' market, a climbing wall, or play spaces.

- TRPA approvals for other large Tahoe-area developments (such as Waldorf and Homewood) have included a workforce housing component. To best facilitate TRPA approval, ideally a plan revision should include affordable or workforce housing onsite, or at one or more identified properties in or near the Tourist Core. However, this would add cost and make the project less feasible without an external subsidy.
- Other community concerns that should be addressed in a plan revision include transit, traffic, and parking. The removal of the convention center and reduction in TAUs would improve impacts compared to the original plan approval. The project should consider a contribution towards the micro transit initiative and including space for a transit stop.
- Purchase offers have been made for the Chateau Phase 4 site, but no sale has resulted. The owner's land acquisition and site improvement costs may exceed what a prospective buyer is willing to offer.
- The seller would need to be willing to cooperate with a prospective buyer and wait 18 months or more for a plan revision process to be completed. A new investor is highly unlikely to complete a purchase without first obtaining entitlements for a more current, market-ready, and feasible development plan.
- Large national resort operators that are not currently represented in South Lake Tahoe may be interested in "planting a flag" and adding this destination to their offerings.
- The Washoe Tribe is interested in the economic development potential of this site and would consider partnering with a developer if the opportunity became available. If the Tribe purchased the land, but did not seek to have it designated as "trust land", it would follow State and local permitting laws and pay taxes. However, it may be exempt from State Surplus Lands Act provisions. If the land were designated as trust land, the City could seek a tax sharing agreement with the Tribe. The Tribe would like to include employee housing on site and may be interested in including a tribal-themed casino operation.

Feasibility of Approved Project and Alternatives

RSG developed a financial model to evaluate the feasibility of development using the existing plan approvals (net of structures that have already been built or are in process), as well as an alternative plan revision intended to reflect and satisfy key stakeholder feedback described above. The RSG financial model uses market data and insights gathered from local brokers and industry sources to project hotel room rates, condo sale prices, occupancy, and development costs, as well as operating revenues, costs, and valuation for the hotel and condo rental business.

The original plans for development were approved as one site and included both Project A and Project B. Therefore, any subsequent revisions to the TRPA approval involves all of the parcels and building area, regardless of the fact that the components now have separate ownership. The following chart shows the project components from the final 2007 approval, divided into Project A (Chateau) and Project B (Zalanta). The chart below details the phases that have subsequently been built or planned under Zalanta Phase 1 and 2 (90 units, retail, and parking), and Chateau Phases 1, 2, and 3 (parking, retail, and 16 units, respectively). The remainder for Project A (Chateau) was used as the basis for assessing the feasibility of developing under the original plans or a plan revision.

Remainder Project Component Calculation

Project A (Chateau)	Permitted	Built/Planned	Remainder
Hotel/condo (Units/TAU)	268/365	16	349
TAU sf avg	731	1,777	683
Hotel area sf	345,879	36,856	309,023
Parking	535	247	288
meeting facility sf	95,302	-	95,302
conf capacity	1,600	-	1,600
concert capacity	2,700		2,700
Accessory sf (eat/drink)	75,480	-	75,480
Rec and spa sf	16,193	-	16,193
Commercial/food sf	20,415	18,880	1,535
Nightclub	9,035	8,988	47

Project B (Zalanta)	Permitted	Built/Planned	Remainder
Hotel/condo (Units/TAU)	85/112	90	22
Hotel area sf	132,014		
Parking	182	113	69
Accessory uses sf	6,298		6,298
Commercial/food sf	27,057	6,307	20,750

Combined Site	Permitted	Built/Planned	Remainder
Hotel/condo (Units/TAU)	353/477	106	371

Original Plan Feasibility

RSG first evaluated whether development under the original approved plan was financially feasible, should the current or a subsequent owner proceed with construction without seeking a further plan revision. RSG's projection of development feasibility assumes that the lodging units would *not* be marketed as fractional ownership or timeshares but would instead be divided among standard hotel rooms and residential condominiums sold to owner/investors with an opportunity to participate in the vacation home rental market. This development program would still include the large convention meeting space.

RSG projects that development under the original plan would result in costs ($543 million) exceeding value ($418 million) by more than $125 million, largely due to the inclusion of the convention space that alone is estimated to cost approximately $85 million. This does not include the cost of the land and existing site improvements.

The provision of convention center space including exhibit hall, events, and meeting spaces can be beneficial to the local economy, primarily by augmenting seasonal lodging and dining demand with conferences booked during midweek and shoulder seasons. However, the economic benefits would be widely spread among a range of hotels and restaurants (including those outside of the City of South Lake Tahoe), while the costs of developing and operating the convention center would burden the Chateau project. There is also no guarantee that the convention center will be successful in competing with other conference destinations to attract a sufficient volume of business. As an example, the City of Ontario convention center has over 200,000 square feet of convention center space and is next to an international airport, yet it still has difficulty competing with other locations

and meeting its business targets.

Plan Revision Feasibility

RSG prepared a plan revision scenario that would eliminate the convention center while including larger residential condominium units, although fewer of them. Under TRPA guidelines, a reduction of TAUs from the original approved plans could potentially be converted into an increase in Commercial Floor Area (CFA) at a rate of 300 square feet per unit reduction. RSG reduced the total TAUs from the approved remainder of 349 to 285 (of which 125 would be standard hotel units and 160 would be residential condos). The 64 unit difference from the original plan was converted to an additional 19,200 square feet of CFA. The revised plan scenario would reduce meeting space to 10,000 sq. ft. and significantly reduce hotel accessory use space. This plan revision also includes a workforce housing component of 59 Moderate-income units, which equates to 17% of the total units built.

Suggested Plan Revision vs. 2007 Approved Plan

Component	Suggested Plan Revision	2007 Approval Chateau (Project A) Phase 4	Change
Standard Hotel units	125	n/a	
Residential Condominiums	160	n/a	
Total TAUs	285	349	-64
Workforce Housing units	59	0	59
Lodging sq. ft.(gross)	456,793	411,284	45,509
Workforce Housing	50,000	-	50,000
Accessory Eating/Drinking/Retail	10,500	75,480	(64,980)
Rec/Spa	24,700	16,193	8,507
Accessory Use:	35,200	91,673	(56,473)
Commercial Floor Area (CFA)	20,735	1,535	19,200
Meeting Space	10,000	95,302	(85,302)
Total Development sq. ft.	572,728	599,794	(27,066)

RSG projects that development under the plan revision described above would result in a project with a total value ($497 million) that is marginally greater than total costs ($490 million), without accounting for land costs. The total development costs are inclusive of an effective internal net subsidy of $21 million for the onsite workforce housing component.

In recent years, the cost of development has continued to rise faster than rents and sale values, interest rates and lending requirements have eased somewhat but remain challenging, and insurance costs have continued to rapidly increase, particularly due to wildfire risk. Hotel development in California has been particularly challenging lately, with 2024 resulting in the lowest opening of hotels and rooms in ten years. However, project feasibility can change dramatically with changes in the market and adjustments to the plan revision components. RSG evaluated the sensitivity of interest

rates and room rates on a plan revision scenario without the workforce housing component and concluded that if interest rates fell by 3% and room rates increased 10%, with all other assumptions unchanged, the project would be feasible.

Workforce or Affordable Housing Alternatives

In the plan revision scenario above, RSG assumed the site would include 59 units restricted to Moderate-income households (up to 120% of Area Median Income or AMI). The units would range from studios to 3-bedroom in size and average 850 sq. ft. The projection does not assume any external subsidy is available.

RSG also evaluated two other options for the project to contribute to affordable housing. One alternative would instead include 33 units restricted to Low-income households. The rents would be based on 30% of income for qualifying households, which can earn up to 80% of AMI. The 33 units would represent 17% of the residential condos, in conformance with the City's inclusionary housing ordinance. The effective internal net subsidy under this scenario is estimated at $41 million, which would make the project infeasible without any identified external subsidy. Another possibility for reducing internal subsidy would be to build the affordable housing as a separate project, financing it with low income housing tax credit equity and other State funding sources.

A more feasible alternative, which is also in conformance with the City's inclusionary ordinance, would have the project make an affordable housing in-lieu fee payment of $17.65 per square foot of new residential condo space. This would reduce the cost to the project for affordable housing to approximately $6.2 million and the feasibility of the revised plan would increase to $28 million before land costs.

Cost of Existing Land and Improvements

As noted earlier, feasibility results under the previous scenarios do not include land costs. The current assessed value of the parcels that constitute the Phase 4 site land and improvements is $45.8 million. However, this amount likely does not include all of the current owner's costs to date, nor does it represent what an appraiser may conclude as fair market value. We understand the owner has previously received offers to purchase for more than $50 million and would likely be seeking substantially more than this if they were to sell.

Based on our feasibility projections, a prospective buyer would not be able to purchase the site and complete development without a discount of the land cost by the seller, or without a substantial subsidy, even under the most favorable of the RSG plan revision scenarios. However, given that the current owner's investment is already a sunk cost, they should be uniquely motivated to profit from development, as long as a more feasible plan revision is approved.

Tax Revenue Projections

RSG projected the General Fund revenues the City could potentially collect from this development if it were to proceed under the plan revision as outlined above. Net of the existing value of the property today, RSG projected four revenue streams: property tax increment (TI), property tax in lieu of vehicle license fees (PTIL), sales tax, and transient occupancy tax (TOT) over a 35 year period, of which the first five years include pre-development work and construction. The future revenues were discounted at 6% per year to approximate 2025 present value dollars.

RSG projected fiscal revenue over 35 years of $84 million in present value dollars. As shown in the

table below, 75% of the tax revenue is from TOT. This is a significant amount of TOT – if the project is successful, it would generate more than 3x the amount of the current largest TOT generator in the City (Marriott's Timber Lodge). Chateau Phase 4 is assumed to most closely resemble the Zalanta project in terms of high-end style, amenities, location, and larger unit sizes than most of the other offerings in South Lake Tahoe. Our research indicates that condominium vacation rentals at Zalanta are able to charge significantly higher room rates than the market average, and higher than the alternative luxury accommodations we identified.

Chateau Phase 4: Fiscal Impact Projections
Construction Period + 30-Year Recurring Tax Forecast

Year		Property Tax	Property Tax In-Lieu of VLF	Sales Tax (Retail Spending)[2]	Transient Occupancy Tax (TOT)	Total City Tax Revenues
Current	2024-25	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
CY1	2025-26				-	
CY2	2026-27	1,571	-		-	1,571
CY3	2027-28	74,639	18,885		-	93,524
CY4	2028-29	133,994	33,760		-	167,754
CY5	2029-30	451,615	116,571		-	568,186
1	2030-31	675,292	172,877	261,857	2,574,409	3,684,434
2	2031-32	870,563	220,494	269,713	4,255,990	5,616,760
3	2032-33	889,546	224,904	277,804	4,830,431	6,222,685
4	2033-34	908,908	229,402	286,138	4,975,344	6,399,792
5	2034-35	928,657	233,990	294,722	5,124,604	6,581,974
6	2035-36	948,802	238,670	303,564	5,278,342	6,769,378
7	2036-37	969,349	243,443	312,671	5,436,693	6,962,156
8	2037-38	990,308	248,312	322,051	5,599,794	7,160,464
9	2038-39	1,011,685	253,278	331,712	5,767,787	7,364,463
10	2039-40	1,033,490	258,344	341,664	5,940,821	7,574,319
11	2040-41	1,055,731	263,511	351,914	6,119,046	7,790,201
12	2041-42	1,078,417	268,781	362,471	6,302,617	8,012,286
13	2042-43	1,101,557	274,157	373,345	6,491,695	8,240,754
14	2043-44	1,125,159	279,640	384,546	6,686,446	8,475,791
15	2044-45	1,149,234	285,233	396,082	6,887,040	8,717,588
16	2045-46	1,173,790	290,937	407,964	7,093,651	8,966,342
17	2046-47	1,198,837	296,756	420,203	7,306,460	9,222,257
18	2047-48	1,224,385	302,691	432,809	7,525,654	9,485,540
19	2048-49	1,250,444	308,745	445,794	7,751,424	9,756,406
20	2049-50	1,277,024	314,920	459,168	7,983,967	10,035,078
21	2050-51	1,304,136	321,218	472,943	8,223,486	10,321,782
22	2051-52	1,331,790	327,643	487,131	8,470,190	10,616,753
23	2052-53	1,359,997	334,196	501,745	8,724,296	10,920,233
24	2053-54	1,388,768	340,879	516,797	8,986,025	11,232,469
25	2054-55	1,418,115	347,697	532,301	9,255,605	11,553,718
26	2055-56	1,448,048	354,651	548,270	9,533,274	11,884,243
27	2056-57	1,478,581	361,744	564,718	9,819,272	12,224,315
28	2057-58	1,509,724	368,979	581,660	10,113,850	12,574,212
29	2058-59	1,541,489	376,358	599,109	10,417,265	12,934,223
30	2059-60	1,573,891	383,886	617,083	10,729,783	13,304,642
Total (Rounded)		**$ 35,878,000**	**$ 8,896,000**	**$ 12,458,000**	**$ 214,205,000**	**$ 271,436,000**
NPV	**6%**	**$ 12,165,000**	**$ 3,036,000**	**$ 5,040,000**	**$ 63,800,000**	**$ 84,041,000**
Inflation Rate		*2%*	*2%*	*3%*	*3%*	

Tax Increment Financing Potential

There are several property tax increment financing tools, including Enhanced Infrastructure Financing Districts ("EIFDs"), Climate Resilience Districts ("CRDs"), and Community Revitalization and Investment Authorities ("CRIAs"), that assist local governments with generating revenue to invest in economic development, infrastructure, affordable housing, and other development projects. These

financing tools could be a way for the City to generate funds necessary to purchase the site, if there was a feasible opportunity to do so. More than 30 of these districts have been created over the past 10 years and they can be a particularly valuable public financing resource when multiple eligible taxing agencies elect to participate (educational entities are not eligible). However, participation is voluntary and the City would need to convince the other taxing agencies of the benefit of this investment. Without such participation, the City would essentially be borrowing or bonding solely against its own revenue streams. Successfully negotiating participation with El Dorado County, the agency with the largest property tax share, would be essential to ensure that sufficient additional funds beyond the City's own tax revenue can be generated and invested. It is important to note that for most tax increment financing districts, it can take many years before a significant level of revenues are collected and available.

Each property tax increment financing tool involves a distinct formation process that the City would need to consider further if it decided to implement one. CRIAs, for example, offer local governments tax increment financing, in addition to unique powers such as the ability to use eminent domain to pursue community development activities, which can be a useful adjunct to negotiations. However, unlike EIFDs and CRDs, CRIAs must designate revitalization areas in which at least 70 percent of the property within the revitalization area meet the following requirements established by Government Code Section 62001(d):

1. An annual median household income that is less than 80 percent of the State-wide, County-wide, or City-wide annual median income; AND
2. Three of the following four conditions:
    - An unemployment rate 3 percent higher than the Statewide average annual unemployment rate;
    - Crime rates 5 percent higher than the Statewide average crime rate for violent or property crime offenses;
    - Deteriorated or inadequate infrastructure, including streets, sidewalks, water supply, sewer treatment and processing, and parks;
    - Deteriorated commercial or residential structures.

Depending on the census tracts or census block groups included in the potential revitalization area, RSG believes there may be evidence of the site's surrounding census tracts meeting the designated income criteria outlined by Government Code Section 62001(d) above. However, the other conditions would need to be studied and documented further in order to determine whether a potential revitalization area meets the remaining criteria.

It is important to note that if the City pursued the establishment of a CRIA, not less than 25 percent of allocated taxes would need to be deposited into a separate Low- and Moderate-Income Housing Fund for the purposes of increasing, improving, and preserving the community's supply of low- and moderate-income housing available at an affordable housing cost.

EIFDs, on the other hand, have a less stringent formation process and could yield *some* of the revenues needed to purchase the site. It is generally recommended that tax increment financing districts be established up to the maximum duration limit of 45 years in order to generate the full amount of revenue allowed. As a result, RSG prepared a 45-year tax increment forecast that assumes the following:

1. The EIFD would consist entirely of the former Redevelopment Project Area.
2. Adoption of the EIFD would occur by June 2026 with a FY 2025-26 Base Year.
3. Tax increment collection would begin in FY 2026-27.
4. The City would contribute 50% of its tax increment revenues generated by the former Redevelopment Project Area to the proposed EIFD.
5. The County would match the City contribution in dollar amounts, which results in approximately 29% of their tax increment revenues from the former Project Area being contributed to the EIFD.

RSG projected tax increment revenues of $37 million in present value dollars (at a 6% discount rate) over 45 years, and $8 million in present value dollars over the first 10 years. These figures include both property tax increment (TI) revenues and property tax in lieu of vehicle license fee (PTIL) revenues, in addition to net available revenue from the Successor Agency's Redevelopment Property Tax Trust Fund (RPTTF). The projection assumes the City contributes 50% of its property tax increment to the EIFD and that the County agrees to match this dollar amount (which is roughly 29% of the County's property tax increment). The total amount of tax increment revenues generated will ultimately depend on the City's contribution rate, and the County's participation and contribution rate, towards the creation of a tax increment financing district, as well as the underlying development and assessed value of properties in the district.

SUGGESTIONS FOR FACILITATING DEVELOPMENT PROGRESS

The purpose of providing public assistance to the project (as further described below) is threefold:

1. It can encourage more timely and full development of the site.
2. If it leads to a successful development, the City will reap a very high return on investment through the tax revenue the project will generate.
3. It also would allow the City to set deadlines for performance as a condition of funding. Ideally, a funding agreement with the current owner or a subsequent investor could be accompanied with a recorded lien on the property, such that the City could seek payment from a sale of the property if performance milestones are not met.

However, **one major downside to the City providing financial assistance is that it could potentially trigger prevailing wage requirements for the entire project**. Depending on the local labor market, this could add 10-20% to the already high cost of development. As such, before making any commitment to provide assistance regarding the development project, the parties should explore if there is a funding structure that may avoid this costly requirement.

<u>Acquisition Offer and Subsequent Developer Solicitation</u>

The City may consider acquiring the site from the current owner and then subsequently seeking another developer to complete the project. RSG would not recommend this approach for several reasons:

- <u>Risk of investment loss</u>. As demonstrated in the analysis of development feasibility, there is both tremendous opportunity for financial gain from developing the site, and great risk that development costs could exceed the value of improvements. Moreover, the positive net value of development may not be greater than the amount the seller is willing to accept for the site.

- Financing acquisition will likely be complicated, risky, and inadequate. Given the size of the investment, the City would need to borrow the funds necessary to acquire the site. Tax increment projections indicate that bond financing with pledged tax increment, or creation of a financing district, could yield some but not all of the purchase amount. The City's ability to repay such borrowing is predicated on development actually proceeding in the short term and generating the revenue necessary to repay bonds. Although development of the site would yield significant tax revenue, there is significant risk that development can be accomplished that is both timely and profitable.
- Surplus Lands Act. Once the City acquires the site and then seeks to dispose of it for development, the property would become subject to the State's Surplus Land Act, which requires that the land be offered first to affordable housing developers. The City could seek an exemption, but that would require reserving a portion of the site to produce affordable housing that represents 25% of the units built. This would further complicate the development process, add risk, and also burden the site with additional costs that would further diminish feasibility.
- Public Private Partnership process. The City could seek a private partner to invest alongside the City, sharing the risk and returns from development. This would likely be a complicated negotiation and agreement to achieve, particularly if it is attempted before a plan revision is approved and the private partner has completed adequate due diligence to gain confidence that the venture would be profitable. If the City were to participate in development with the private sector, it would need to comply with certain State law requirements (Government Code 52200-52203 and 53083) that include gauging the level of its financial participation and the projected outcomes, including the number of jobs created and other factors.

Public Financial Assistance to the Existing or a Subsequent Owner/Developer

The current owner's sunk costs and the projected value of development create challenges for a potential investor/developer wishing to acquire the property. There are also great uncertainties with the site and its current approvals that both the current owner and subsequent interested investors will need to resolve. Perhaps the greatest value the City could add in the short term is helping mitigate some of these uncertainties, so that the site is best positioned to be "development-ready", which would allow for financing and construction as markets improve, or to facilitate a sale to another investor/developer ready and able to proceed with the project.

The primary concerns for any developer/investor considering this project are:

1. Gaining approval of a feasible plan revision.
2. Determining the full cost of development including requests to include community benefits in the project such as affordable or workforce housing, parks and public open space, or other public uses/amenities.
3. Determining if the existing parking structure and improvements are structurally reliable for vertical development.

Given the immediate impediments to potential development, RSG recommends that the City consider any or all of the following incentives or mitigations to spur development of the site:

- **Dedicated Experienced Local Advisor/Consultant**. Several stakeholders have recommended that to gain approval of a plan revision through TRPA and the City, and to successfully manage a development project of this size in a unique market, requires the abilities of a dedicated, experienced, local advisor or consultant to guide, inform, and

represent the owner or their agent through local processes. In this regard, the City could provide pre-development funding assistance for contracting for such services as part of a bilateral commitment to gain approvals for a market-ready plan revision, create more certainty and less risk for the existing or a subsequent owner/investor, and to better facilitate development in a more timely manner. This could also include the cost of architecture, design, and engineering services to prepare a revised set of plans.

- **Projected cost**: from $100,000 and up to $2 million.

- **Engineer Review of Existing Parking Structure**. Stakeholders expressed concern about the structural integrity of the existing parking structure and site improvements. The current owner or a potential investor would want assurances that vertical structures can rely on the existing foundation. The City could offer pre-development funding to commission a detailed inspection by a structural engineer.
  - **Projected cost**: from $20,000 and up to $150,000.

- **EIS/EIR Preparation**. Depending on the extent of the plan revision, there could be additional studies required to amend and update the Environmental Impact Study that was previously approved for the project. This work can be costly and time consuming and is not something an investor/developer would initiate and absorb without more certainty that a project can be approved and feasibly developed in the near term. The City could offer pre-development funding assistance towards any EIS/EIR studies required as part of the plan revision process.
  - **Projected cost**: from $100,000 and up to $1 million, depending on an assessment of the plan revision elements and applicability of prior studies.

- **Provision of Public Parking**. The City might consider the purchase of the underground parking structure or entering into a license agreement to pay for use of public parking spaces. This would provide another means of providing financial assistance, improve the feasibility of development, and sustain public parking as a community benefit.
  - **Projected cost**: from $500,000 and up to $8 million, depending on a variety of factors including the number of dedicated public spaces.

- **Public-Access Space**. The City might consider providing funding for the provision of publicly-accessible open space or parks facilities within the project site.
  - **Projected cost**: from $100,000 and up to $1 million.

- **Workforce Housing**. Presuming a workforce or affordable housing component is included as part of a plan revision, it will add considerable extra cost to the project. The City should consider providing some public subsidy from its affordable housing funds, as well as seeking how to leverage those funds with other regional, State, or Federal resources.
  - **Projected cost**: at least $1 million and up to $20 million, depending on number of units, affordability levels, and availability of other funding sources.

Other Considerations and Recommendations

Stakeholders expressed to RSG great concerns regarding the commitment, experience, and capacity of the current owner and their representatives to complete the development of the site. This is understandable given the minimal level of activity that has occurred to date, as well as the considerable number of issues that arose with the construction of the Phase 3 units over the retail spaces. Neither the owner or their representatives appear to have the background and experience

for a development of this type and size, nor do they appear to have any local experience or relationships with the Tahoe area development community. There is also a lack of clarity regarding which individuals have authority to represent the owner, who is known to be an overseas investor.

- **The City should continue to engage with the property owner and seek to obtain assurances and confirmation of their commitment to development**, their plans and ability to execute on them, and who the City can rely on as their representative or agent. The City should request to schedule periodic check in meetings with the owner/rep to keep communication open and troubleshoot issues.
- **The City should consider withholding approval of new building permits** until the owner/rep has an approved plan to complete the full project, including a full set of drawings and TRPA approval. (Note - The TRPA permit may be renewed annually based on an assessment of the level of development activity on any portion of the site, including Chateau, Zalanta, or the retail component.)
- **The City should require the owner to complete a merger of the numerous separate parcels** that constitute the Chateau (Project A) Phase 4 site, perhaps in conjunction with seeking approval of a plan revision.

NEXT STEPS

Discussions with Current Owner and/or Representative/Agent

RSG recommends pursuing active discussion and periodic meetings with the owner/rep that include the following initial topics:

- Obtaining some form of validation from the property owner that confirms who is authorized to represent them in discussions and potential negotiations with the City.
- Clarifying their plans and expectations and explaining what may be preventing them from completing the project at this time. This would include inquiring:
  - What is their assessment of the feasibility of development?
  - Why did they only seek to build 16 units in a Phase 3 at this time?
  - What room rates and sale prices are they seeking for the 16 units of Phase 3 that are being built?
  - What amenities are being provided for the Phase 3 units? How are they being managed?
  - How much are development costs expected to be?
  - How is construction being financed?
  - What are they assuming in terms of a full development program (versus the original approved plans)?
  - Are they willing to seek approval for a plan revision from TRPA? Do they need assistance with redesign?
  - What is their financing plan?
- Asking if they are willing to accept assistance from the City to advance development.

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

CITY OF
SOUTH LAKE TAHOE

Chateau Development Project

City of South Lake Tahoe

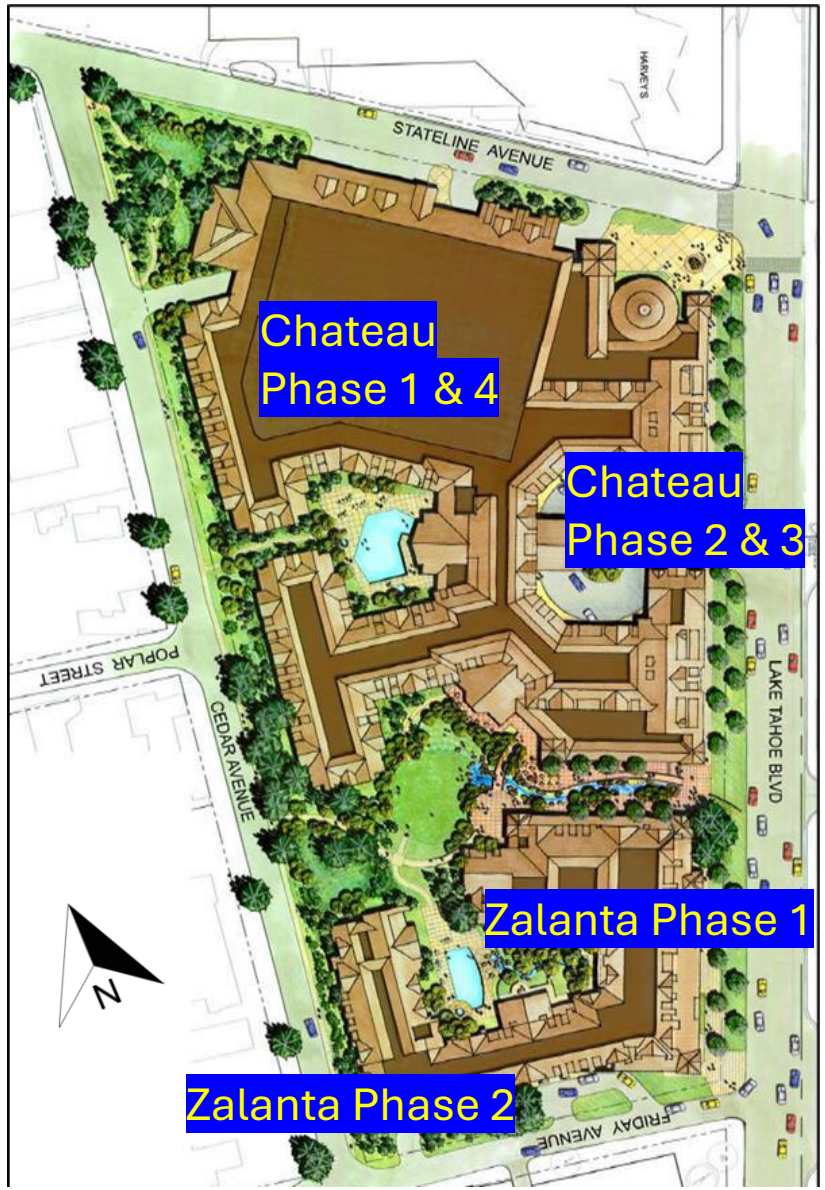
City Council Meeting

March 11, 2025

Agenda

- Project Background/Details
- RSG Assignment Scope
- Key Findings
  - Stakeholder Feedback
  - Feasibility of Approved Project and Plan Revision Alternatives
  - Tax Revenue Projections and Financing Potential
- Recommended Actions to Facilitate Development

Chateau Project Background/Details



Project Background/Details

- **Project A (Chateau)** approved for 365 TAUs, spa/recreation and nightclub, 16k sf commercial space, 95k sf convention space
  - Phase 1 – foundation and below-grade parking
  - Phase 2 – 27k sf of retail/bar (separate owner: Imperium Blue Holdings)
  - Phase 3 – 16 condo units over retail (in construction)
  - **Phase 4 – remainder of Project A approval**
- **Project B (Zalanta)**
  - Phase 1 – 30 units and 6.3k sf retail (completed)
  - Phase 2 – 60 units (permit application submitted, timeline TBD)

RSG Assignment

RSG Assignment

- Reviewed project history and site
- Conducted 12+ stakeholder interviews for insight/input on
  - Priorities, goals, vision for the site
  - Community benefit and infrastructure improvement ideas
  - Local economic and market conditions
  - Public and private investment
- Conducted market analysis, evaluated development program feasibility, prepare tax increment analysis, and explored financing tools
- Researched planning and permitting, sales and leasing data, market trends, construction costs, and assessor tax data

Key Findings

Findings – Stakeholder Feedback

- Development is negatively impacted by labor and material costs, interest rates, tepid demand, unique Tahoe regional challenges
- Saturation of 3-star hotels; high demand for “amenitized home ownership” and larger vacation home rentals in tourist core
- Tahoe Blue Events Center has lessened demand for events space but increased demand for larger accommodations
- Successful convention/conference center destinations provide diverse economic benefits, while the significant development costs require government subsidy and/or contributions from hotel operators

Stakeholder Feedback (continued)

- The Chateau site has conditions of approval that are 20 years old
- A plan revision is needed for site development to be feasible and marketable, and should
  - eliminate large convention center but keep some meeting space
  - allow for larger units (3- to 5-bedrooms)
  - add more commercial floor area (CFA) for restaurants and retail, and
  - provide publicly accessible indoor and outdoor community space
- A plan revision should address concerns around transit, traffic, and parking
- A workforce housing component could be considered

Project Feasibility

Feasibility of Original and Revised Project

- A project similar to the approved plan is not financially feasible
- RSG estimates costs would significantly exceed project value
  - Convention center alone may cost approx. $85 million
  - Original plan assumed public financing would be available
- A plan revision is needed to reduce costs and increase revenue potential
- Other community benefits could be considered that enhance the overall project experience and viability given its prime location

Suggested Plan Revision

Component	Suggested Plan Revision	2007 Approval Chateau (Project A) Phase 4	Change
Standard Hotel units	125	n/a	
Residential Condominiums	160	n/a	
Total TAUs	285	349	-64
Workforce Housing units	59	0	59
Lodging sq. ft.(gross)	456,793	411,284	45,509
Workforce Housing	50,000	-	50,000
Accessory Eating/Drinking/Retail	10,500	75,480	(64,980)
Rec/Spa	24,700	16,193	8,507
Accessory Use:	35,200	91,673	(56,473)
Commercial Floor Area (CFA)	20,735	1,535	19,200
Meeting Space	10,000	95,302	(85,302)
Total Development sq. ft.	572,728	599,794	(27,066)

Plan Revision Feasibility

- RSG projects the suggested plan revision may still have a below-market value at this time
- A workforce component may not be possible to include without identifying an external source of subsidy
- Market changes, such as increases in room rates and a reduction in interest rates, could make it possible for development to be profitable

Tax Revenue Projections and Financing Potential

Tax Revenue Projections and Financing

$

- A successful project would generate property tax, sales tax, and transient occupancy tax (TOT) for the City
- Fiscal revenues are projected at $6+ million annually by Year 10 and $84 million over 35 years
- A tax increment financing district could yield $37 million over 45 years
  - Assumes cooperation from the County

Recommended Actions to Facilitate Development

Providing Assistance to Owner or a Buyer

- Primary uncertainties for any developer/investor are:
  1. Gaining approval of a feasible plan revision
  2. Determining the full cost of development including community benefits, affordable or workforce housing, parks and public open space, etc.
  3. Determining if the existing parking structure and improvements are structurally reliable for vertical development
- Therefore, the greatest short-term value add is to **mitigate project uncertainties** and **position the site to be "development-ready"**
  - Allows for construction to occur quickly when markets improve
  - Can help facilitate a sale to another developer

Potential Incentives

Incentives	Low Range	High Range
1. Provide for dedicated experienced local advisor/consultant	$100,000	$2 million
2. Engineer review of existing parking structure	$20,000	$150,000
3. EIS/EIR preparation	$100,000	$1 million
4. License/purchase parking for public use	$500,000	$8 million
5. Public access space	$100,000	$1 million
6. Workforce housing	$1 million	$20 million
Range	**$20,000**	**$32 million**

Facilitating Development Progress

- 👍 Encourage more timely and full development of the site
- 👍 If successful, City would yield a high return on investment
- 👍 A funding agreement could allow City and owner/developer to mutually set expectations and performance milestones
- 👎 Public assistance may add ~20% to costs for prevailing wage

Other Considerations and Next Steps

- Continue engaging with property owner to
  - Clarify plans and expectations
  - Seek their assessment on project feasibility and ability to finance
  - Discuss plan revision components
  - Determine if they are willing to accept City assistance
- Work with TRPA regarding plan revision expectations

RSG

BETTER COMMUNITIES.
BOLDER FUTURES.

Jim Simon, Principal

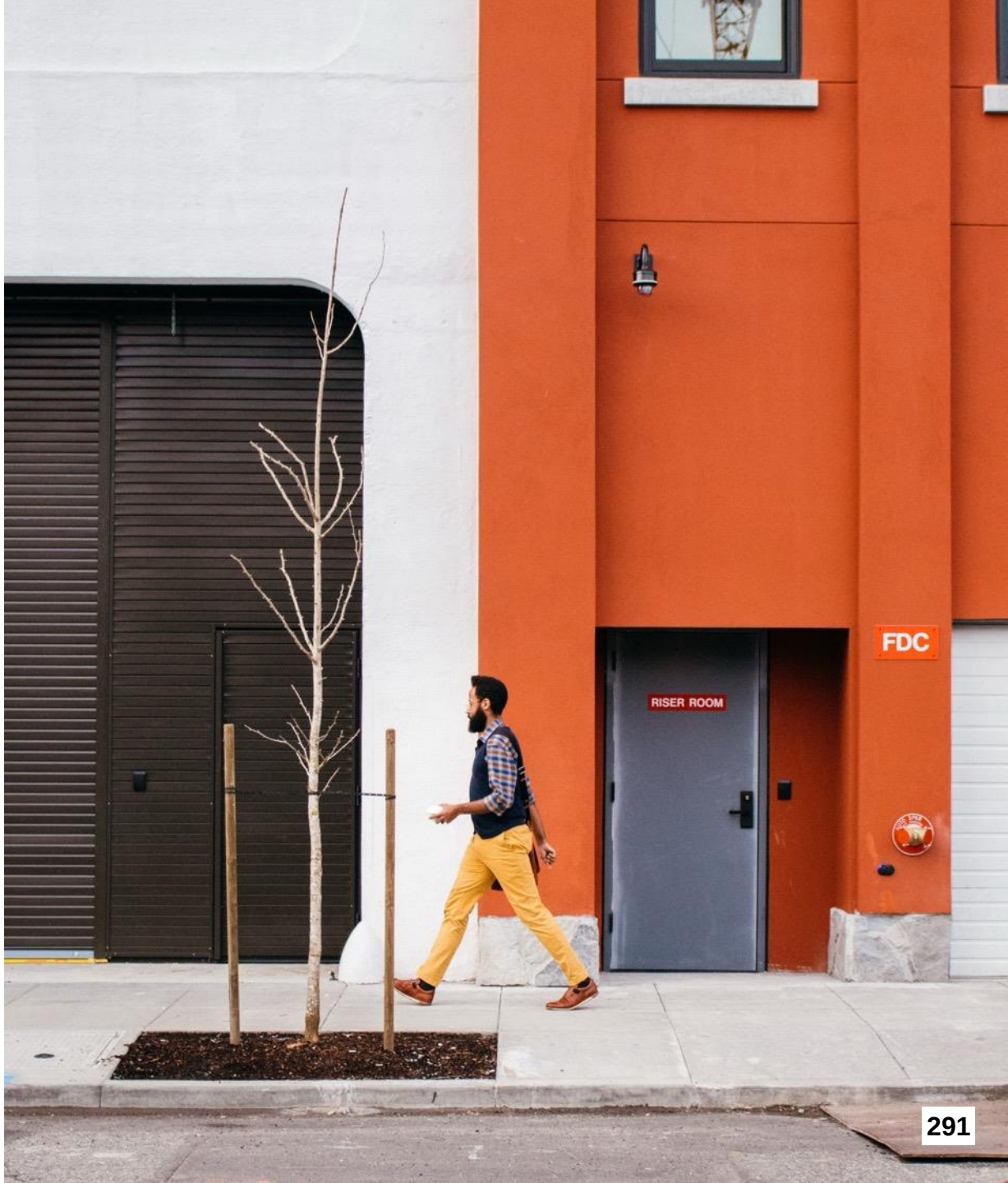
jsimon@rsgsolutions.com

714.316.2120

Mark Sawicki, Director

msawicki@rsgsolutions.com

714.316.2194



City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 7

Agenda Item: Acceptance of Donation - Athletex Life & Sport LLC Standard Gym Memberships for Fire Department First Responders

Executive Summary: Athletex Life & Sport LLC has offered to donate 42 in-kind standard gym memberships for a minimum of one-year for Fire Department first responders, to serve as an alternative place to the workout facilities for physical conditioning at Fire Station 1 and Fire Station 2.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the donation agreement with Athletex Life & Sport LLC for 42 in-kind standard gym memberships for a minimum of one-year, valued at a total amount of $10,800 per year.

Responsible Staff Member: Rebecca Penado, Risk Manager

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

Attachments:

01 - Staff Report for Acceptance of Athletex Donation.docx
02 - Athletex Donation Agreement.docx
03 - Athletex Donation Acknowledgement Letter.pdf
04 - Athletex Donation Approval Form.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: March 11, 2025

Title: Acceptance of Donation - Athletex Standard Gym Memberships for South Lake Tahoe Fire Rescue.

Location: Citywide

Responsible Staff Member: Becky Penado, Risk Manager 530-542-6064

Background: South Lake Tahoe Fire Rescue (SLTFR) employs 42 first responders that are required to maintain a high level of fitness through regular workouts, as their job demands significant strength, endurance, and agility.

Exhaust from the Fire Apparatuses has been detected in the workout facilities at Fire Station 1 and Fire Station 2, so SLTFR desires an alternative space to conduct their physical conditioning to avoid the exhaust fumes. The SLTFR firefighters regularly move between each of the City's fire stations

Issue and Discussion: Athletex Life & Sport LLC has offered to donate 42 in-kind standard gym memberships for a minimum of one-year, valued at an estimated amount of $10,080 per year, to the City's South Lake Tahoe Fire Rescue First Responders.

Since the SLTFR first responders regularly switch between stations, memberships for all 42 firefighters are needed.

Financial Implications: There will be no fiscal impact to the General Fund or the City as a whole.

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

Policy Implications: This item is in compliance with the City's Donations, Sponsorships, Naming Rights Policy established in September 2022.

CITY OF SOUTH LAKE TAHOE

DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into as of the _____ day of March, 2025, by and between Athletex Life & Sport LLC, with its principal place of business located at 2565 Lake Tahoe Blvd, South Lake Tahoe, CA 96150 ("Donor") and City of South Lake Tahoe, a California Municipality, with its principal office located at 1901 Lisa Maloff Way, South Lake Tahoe, California, 96150 ("City"). The Donor and City shall be referred to herein collectively as the "Parties" or each as "Party".

RECITALS

WHEREAS, South Lake Tahoe Fire Rescue desires an alternative space to the workout facilities at Fire Station 1 and Fire Station 2 to conduct their physical conditioning to avoid exhaust from the Fire Apparatuses that has been detected in those workout facilities.

WHEREAS, the Donor desires to donate gym memberships to the City's South Lake Tahoe Fire Rescue first responders

WHEREAS, the donation will help protect the life and safety of South Lake Tahoe Fire Rescue first responders.

WHEREAS, Donor desires to donate gym memberships, and the City desires to accept the donation of the gym memberships in accordance with the terms and conditions of this agreement.

WHEREAS, this Agreement is consistent with the City's Financial Policy for Donation, Sponsorship, and Naming Rights.

NOW, THEREFORE, the Parties hereby agree as follows.

1. **Incorporation of Recitals.** The above Recitals are a material part of this Agreement and are incorporated as though they were fully set forth herein.

2. **Donation.** Subject to and upon the terms of this agreement, Donor hereby agrees to donate 42 in-kind standard gym memberships for a minimum of one-year, valued at an estimated amount of $10,080 per year, to the City's South Lake Tahoe Fire Rescue first responders, and the City agrees to accept said donation.

3. **Term**. The term of this Agreement is for one year, which may be extended for additional one-year terms upon mutual written agreement of the Parties. Either

Party may terminate this Agreement for any reason upon 30 days' notice to the other Party.

4. **Indemnification.** Each party shall indemnify, defend protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

5. **Notice.** 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 Manager 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 Athletex Life and Sport LLC:	Jason Owings Club Operator & COO Athletex Life & Sport LLC 2565 Lake Tahoe Blvd South Lake Tahoe, CA 96150

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

7. **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.

8. **Heirs and Assigns.** This Agreement and the terms and conditions hereof shall apply to and are binding upon the heirs, executors, administrators, and assigns of the Parties hereto.

9. **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.

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

11. **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 counterpart.

12. **Approval.** The City and Donor each acknowledge that this Agreement, even though agreed upon by the City's representatives, is not binding upon the City until such time as the South Lake Tahoe City Council approves this Agreement and authorizes the Mayor to execute this Agreement on behalf of the City.

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

CITY OF SOUTH LAKE TAHOE:	DONOR: ATHLETEX LIFE & SPORT LLC:
By:_____	By:_____
Tamara Wallace	Alexandra Schirra
Mayor	Owner of Athletex

APPROVED AS TO FORM:

By:_____
Heather Stroud
City Attorney

ATTEST:

By:_____
Susan Blankenship
City Clerk

CITY OF
SOUTH LAKE TAHOE

DONATION ACKNOWLEDGEMENT

March 3, 2025

Athletex Life & Sport LLC
2565 Lake Tahoe Blvd
South Lake Tahoe, CA 96150

Dear Athletex Life & Sport LLC,

The City of South Lake Tahoe would like to thank you for your generous donation in the in-kind amount of $10,080/year, for 42 in-kind standard gym memberships to South Lake Tahoe Fire Rescue first responders for a minimum of one-year on March 11, 2025.

Your support will assist in furthering our strategic goals.

The donation will help protect the life and safety of South Lake Tahoe Fire Rescue (SLTFR) first responders by offering an alternative space to the workout facilities at Fire Station 1 and Fire Station 2 for SLTFR first responders to conduct their physical conditioning to avoid exhaust from the Fire Apparatuses that has been detected in the workout facilities at Fire Stations 1 and 2.

No goods or services, in whole or in part, were exchanged for this contribution. Your contribution is tax deductible (if contribution is valued over $250) to the extent allowed by law.

Every donation makes an impact to better our community, and we are so thankful for your support.

Sincerely,

Joseph D

City Manager 3/3/2025

CITY OF
SOUTH LAKE TAHOE

DONATION APPROVAL FORM

Name of Donor: Athletex Life & Sport, LLC

Address: 2565 Lake Tahoe Blvd City: S. Lake Tahoe State: CA Zip: 96150

Description of donation: 42 in-kind standard gym memberships for a minimum of one-year for SLTFR' first responders

Donor estimate of current value: $10,080/year

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost, any other cost required for acceptance/completion: None.

Intended use: Alternative space to workout facilities at Fire Stations 1 & 2 for SLTFR to conduct their physical conditioning.

Conditions of acceptance or donor designation: None.

Remarks:

City Department receiving donation: Fire

Account Number for Revenue: N/A

Attach additional information where necessary.

APPROVED BY:

		Name/ Title	Signature	Date
Up to $5,000	Department Head	Heather Stroud/CA	[illegible]	3/3/25
Up to $10,000	Finance Director	O. Vikkelsoe	[illegible]	3/3/25
$5,000 to $10,000	City Manager	Joseph D. Irvin	[illegible]	3/3/2025

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 8

Agenda Item: Ordinance Amending Chapter 4.185 of the South Lake Tahoe City Code (Shared Mobility Devices) (First Reading)

Executive Summary: On February 11, 2020, City Council adopted Ordinance 2020-1140 adding Chapter 4.185 to the South Lake Tahoe City Code (SLTCC). On March 26, 2024, City Council adopted Ordinance 2024-1184 amending SLTCC Chapter 4.185 to add a requirement that shared mobility devices be parked in corrals and adding additional requirements to implement the corrals. At the City Council meeting on November 19, 2024, Mayor Pro Tem Wallace requested, and Councilmember Creegan seconded, that an item be brought back to City Council to adopt an ordinance to amend Chapter 4.185 to reduce the maximum number of devices an operator may deploy in the City. City Council's direction on a reduced maximum number of devices, as well as proposed revisions to shared mobility device operator insurance requirements which staff recommends in accordance with recent amendments to the California Civil Code, are reflected in the proposed amended ordinance. Staff recommends reducing the total number of shared mobility devices allowed in the City from 1,000 to 500, and reducing the number of devices per operator from 500 to 250.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Chapter 4.185 of the South Lake Tahoe City Code (Shared Mobility Devices) to Reduce the Maximum Number of Shared Mobility Devices an Operator May Deploy and Revise Operator Insurance Requirements, and refer second reading and adoption to March 25, 2025.

Responsible Staff Member: Dan Bardzell, Assistant City Attorney; David Stevenson, Chief of Police

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

Attachments:

- 01_-_Staff_Report__4_.docx
- 02 - Ordinance (redline).pdf
- 03 - Ordinance.docx

City of South Lake Tahoe
Report to City Council

Meeting Date: March 11, 2025

Title: Amendment to Ordinance Regulating Shared Mobility Devices (First Reading)

Location: Citywide

Responsible Staff Members: Dan Bardzell, Assistant City Attorney; David Stevenson, Chief of Police

Background:

On February 11, 2020, City Council adopted Ordinance 2020-1140 adding Chapter 4.185 to the South Lake Tahoe City Code. This ordinance regulates Shared Mobility Devices (SMDs). For purposes of this ordinance, a "shared mobility device" is defined, in pertinent part, as any wheeled transportation device, other than a bicycle, e-bicycle, automobile or motorcycle, by which a person can be propelled, moved or drawn; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method. On March 26, 2024, City Council adopted Ordinance 2024-1184 amending SLTCC Chapter 4.185 to add a requirement that SMDs be parked in corrals and adding additional requirements to implement the corrals.

Issue and Discussion:

At the City Council meeting on November 19, 2024, Mayor Pro Tem Wallace requested, and Councilmember Creegan seconded, that an item be brought back to City Council to adopt an ordinance to amend SLTCC Chapter 4.185 to reduce the number of SMDs an operator is authorized to deploy in the City. As a result, City staff has drafted a proposed ordinance to amend SLTCC Chapter 4.185 (*Attachment 2*: redline ordinance amending SLTCC Chapter 4.185; *Attachment 3*: clean ordinance amending SLTCC Chapter 4.185) to reduce the number of SMDs. Specifically, the amendment would reduce the number of SMDs each respective operator is authorized to deploy from 500 to 250, and reduce the overall amount of SMDs permitted within the City at a time from 1,000 to 500.

Additionally, the California Civil Code has been amended numerous times since 2021 (see Assembly Bill (AB) 1286 (effective January 1, 2021), AB 371 (effective January 1, 2023), and AB 458 (effective January 1, 2024)) to, in part, revise the insurance requirements for SMD operators. To bring the City's SMD framework into compliance with the amended Civil Code, staff recommends revising SLTCC Chapter 4.185.050 as follows: (1) increase the aggregate amount of liability insurance an operator must carry for all occurrences during the policy period from $4,000,000 to $5,000,000, (2) require SMD operators procure insurance from an admitted insurer, or a nonadmitted insurer that is eligible to insure a home state insured, (3) require

operators to offer or make available, or confirm the rider maintains, insurance coverage for bodily injury or death suffered by a pedestrian when the injury or death involves the negligent conduct of the rider, of $10,000 for each occurrence of bodily injury to, or death of, one pedestrian in any one accident, and for property damage to an assistive technology device (a device to support the functional capabilities of an individual with a disability), or $1,000 for each occurrence, and (4) make additional clarifying changes.

Financial Implications:

The City would incur a loss of General Fund revenue associated with a 50 percent reduction in available SMD permits. A reduction of the overall amount of SMDs permitted within the City at a time from 1,000 to 500 would result in a loss of revenue of $41,500 ($83 permit fee per SMD). In FY 2023/2024, the total SMD revenue amounted to $81,000.

Policy Implications:

The proposed ordinance includes a reduction in the number of permitted SMDs for consideration by Council. It also proposes to add insurance requirements in compliance with state law.

Chapter 4.185
SHARED MOBILITY DEVICES

Sections:

4.185.010 Purpose.
4.185.020 Definitions.
4.185.030 Shared bicycles prohibited.
4.185.040 Permit required.
4.185.050 Application for permit.
4.185.060 Issuance of permits.
4.185.070 Fleet limits.
4.185.080 Geofencing and City-designated riding and parking zones.
4.185.090 Operating regulations.
4.185.100 Impoundment and retrieval of shared mobility devices.
4.185.110 Revocation of permit.
4.185.120 Enforcement.

4.185.010 Purpose.
The purpose of this chapter is to establish a process for permitting and regulating operators and riders of shared mobility devices to achieve the city's goals of encouraging alternative modes of transportation while protecting public health and safety.

4.185.020 Definitions.
For the purposes of this chapter, the following terms, phrases and words shall have the meanings hereinafter set forth:

"Assistive technology device" means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of an individual with a disability.

"Bikeway" means a facility that is provided primarily for bicycle travel as defined by California Streets and Highways Code section 890.4.

"Class I bikeway" means a bike path or shared use path which provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.

“Class II bikeway” means a bike lane which provides a restricted right-of-way designated for the exclusive or semi exclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with vehicle parking and crossflows by pedestrians and motorists permitted.

“Corral” means an area designated by the chief of police for staging or parking shared mobility devices that is created either by geofencing, or by physical striping, marking or signage.

“Fleet” means all shared mobility devices in the city owned by a specific operator.

“Geofencing” means the creation of a virtual geographic boundary, defined by Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables an operator to regulate speed, issue notifications, and take other actions, when a shared mobility device within its fleet enters or leaves an area.

“Operator” means any individual, firm, association, partnership, or corporation arranging to provide shared mobility devices within the city.

“Permit” means a permit issued to an operator under this chapter.

“Rider” means any person who is riding or is in actual physical control of a shared mobility device.

“Shared mobility device” means any wheeled transportation device, other than a bicycle, e-bicycle, automobile or motorcycle, by which a person can be propelled, moved or drawn; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is displayed, placed or offered for rent in any public area or public right-of-way by an operator for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations.

4.185.030 Shared bicycles prohibited.
Shared bicycles and shared e-bicycles are prohibited.

4.185.040 Permit required.
It is unlawful for any operator to conduct a shared mobility device business without a permit.

4.185.050 Application for permit.
A. An operator shall submit a permit application to the chief of police containing, at a minimum, the following:

1. The operator's name and business address, and the name and natural person or persons who will serve as a local point of contact for the operator;

2. Proof of a valid city business and professions certificate;

3. The type and number of shared mobility devices the operator intends to deploy with a list of identifying serial numbers designated for each device, and a schedule for phased deployment of the fleet, if applicable;

4. The location of any building or property proposed to be used by the operator for its shared mobility device business operations within the city; and

5. A $83~~75~~.00 nonrefundable fee for each shared mobility device in the operator's fleet for use within the city. If phased deployment of the fleet is proposed, payment for the first phase of deployment is due with the application and payment for any subsequent phases of deployment is due prior to each deployment. The nonrefundable fee is subject to periodic Consumer Price Index (CPI) increases in accordance with amendments to the City's Master Fee Schedule.

B. At the time of application, the operator must provide proof of commercial general liability insurance with an admitted insurer, or a nonadmitted insurer that is eligible to insure a home state insured under Chapter 6 (commencing with Section 1760) of Part 2 of Division 1 of the Insurance Code, naming the city of South Lake Tahoe as an additional insured for an amount no less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage, and with an aggregate amount of no less than $4~~4~~5,000,000 for all occurrences during the policy period, and which meets the following requirements:

1. If the operator maintains broader coverage and/or higher limits than the minimums required for all policies, the city requires and shall be entitled to the broader coverage and/or higher limits maintained by the operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the city.

2. The operator's insurance coverage shall be the primary insurance coverage with respect to the city, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the city, its officers, officials, employees, or volunteers shall be excess of the operator's insurance and shall not contribute with it.

3. The operator agrees to waive rights of subrogation which any insurer of operator may acquire from operator by virtue of the payment of any loss. The operator agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement from the insurer.

4. The operator shall provide immediate written notice to the city if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, the operator shall obtain and submit proof of substitute insurance.

C. The operator must also offer or make available, or confirm the rider maintains, insurance coverage for bodily injury or death suffered by a pedestrian when the injury or death involves, in whole or in part, the negligent conduct of the rider, of $10,000 for each occurrence of bodily injury to, or death of, one pedestrian in any one accident, and for property damage to an assistive technology device, or $1,000 for each occurrence. This paragraph shall not be interpreted to limit or supersede the other insurance requirements set forth pursuant this Section.

D. Each application must bear the operator's signature agreeing to:

1. Provide the city with anonymized data on its fleet trip activity within the city, including the zip code of each rider; and

2. Indemnify, defend, and hold harmless the city, its elected and appointed boards, officers, employees, agents, volunteers, contractors, and invitees from any and all liability for any and all claims, demands, actions, losses, damages, and injuries direct or indirect, including any and all costs and expenses in connection therewith, arising from operator's activities, from and against each and every claim and demand of whatsoever nature made on behalf of or by any person, persons, firm,

partnership, corporation or otherwise, including operator's employees, except for claims arising out of the sole negligence or willful misconduct of the city.

3. Submit to photo enforcement violations of this chapter, including the requirement to effectively prohibit riders under 18 years of age.

4.185.060 Issuance of permits.

A. Each permit shall contain the following:

1. The number and each type of shared mobility devices the operator is authorized to deploy, up to no more than 250~~500~~ shared mobility devices per operator;

2. A requirement to effectively prohibit shared mobility devices in the operator's fleet from entering or operating on the public walkways and public rights-of-way within the Heavenly Village area, with an extent to be determined by the city manager, through geofencing or similar technology;

3. A requirement to effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride within any Class I or Class II bikeway or trail in the city;

4. A requirement to effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride except within a corral if the shared mobility device is within 1,000 feet from a corral; and

5. A requirement that each shared mobility device in the operator's fleet have affixed to it a designated serial number in a font and style that may be observed with the naked eye from 50 feet away.

B. No permit will be issued prior to the operator obtaining any discretionary and building permits required to occupy any building or property within the city proposed to be used for operations, such as warehouse or office space.

C. Any operator in compliance with this chapter may apply for a permit annually.

4.185.070 Fleet limits.

A. No more than 500~~1,000~~ shared mobility devices shall be permitted within the city at a time. Once that limit is reached, no more permits will be issued to operators.

B. It is unlawful for an operator to deploy more shared mobility devices than allowed by that operator's permit.

4.185.080 Geofencing and city-designated riding and parking zones.
A. The chief of police may establish special parking, no-ride zones, speed zones, or other areas where riding and/or parking restrictions may apply. These locations may either be permanent or temporary.

B. The chief of police may establish locations of corrals. All corral locations will be published on the city's website.

C. The chief of police may require that an operator mark or geofence these areas and make that information available through its smartphone app.

D. The chief of police may require that operators direct riders to specified designated parking areas (city-designated parking zones, or special areas for events). Geofencing must be integrated into the operator's app within one week of notice from the chief of police.

E. The city manager, or their designee, may adopt additional rules to implement the provisions of this chapter, including geographic restrictions for shared mobility devices.

4.185.090 Operating regulations.
A. Operators shall comply with the following:

1. Each operator is subject to all applicable laws, rules and regulations including those in this code and the California Vehicle Code pertaining to the operation and safety standards of the shared mobility devices in its fleet.

2. Each operator shall limit the motorized-assisted speed of each shared mobility device to no more than 15 miles per hour.

3. Through geofencing or similar technology, each operator shall effectively prohibit riders from entering or operating shared mobility devices on public walkways and public rights-of-way within the Heavenly Village area, as designated in the operator's permit.

4. Through geofencing or similar technology, each operator shall effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride within any Class I or Class II bikeway or trail in the city.

5. Through geofencing or similar technology, each operator shall effectively prohibit any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride except within a corral if the shared mobility device is within 1,000 feet from a corral.

6. The chief of police may require operators, through geofencing or similar technology, to temporarily prevent the operation of shared mobility devices in a specific area during an emergency situation or within the perimeter of a permitted special event when necessary to maintain public health and safety. For permitted special events, the city will provide 10 days' notice to operators of any additional geofencing requirements.

7. When a rider operates a shared mobility device in the operator's fleet within an area subject to geofencing, the operator shall notify the rider of the restricted area.

8. Each operator must effectively prohibit a person and account holder from renting more than one shared mobility device at a time.

9. Each operator must effectively prohibit riders under 18 years of age.

10. Operators shall ban the accounts of riders with two or more citations under this chapter.

11. Operators shall remove all shared mobility devices from operation within the city during the period of November 1st through April 30th each year.

B. Riders shall comply with the following:

1. All riders are subject to all applicable laws, rules and regulations including those in this code and the California Vehicle Code.

2. All riders must be 18 years of age or older with a valid driver's license.

3. No rider shall operate a shared mobility device with more than one rider per device at a time.

4. Riders must park shared mobility devices on a sidewalk or other hard surface in a manner that does not impede pedestrian access and provides a minimum of three feet for a pedestrian walkway; does not impede or obstruct access to ADA parking zones, street furniture, curb ramps, entryways, driveways, sidewalk cafes, bus stops, loading zones, or landscaping; and does not impede or obstruct vehicular traffic on a street or alley.

5. No rider shall lock, park, or end a ride within any Class I or Class II bikeway or trail in the city.

6. If a rider is within 1,000 feet from a corral, the rider shall only lock, park, or end a ride within a corral.

4.185.100 Impoundment and retrieval of shared mobility devices.
A. Within three hours of notice from the city, an operator shall retrieve a shared mobility device that is in any of the following conditions:

1. Inoperable or not safe to operate and parked on a city street, sidewalk or other city property; or

2. Parked, displayed, offered or made available for rent in violation of this chapter or the California Vehicle Code.

B. The city may impound a shared mobility device that is:

1. Not retrieved within three hours of notice to the operator; or

2. In a condition or parked in a manner that poses an imminent life safety hazard. No notice is required prior to impounding a shared mobility device posing an imminent life safety hazard.

4.185.110 Revocation of permit.
A. The city manager may revoke a permit on any of the following grounds, and shall provide written notice of the reason for the revocation to the operator:

1. The violation by operator of any of the terms, conditions or requirements of the permit or of this chapter.

2. Failure to effectively prohibit riders under the age of 18 from accessing shared mobility devices, which may be established either by multiple administrative citations issued to the operator based on photographic

evidence of underage riders, by a city-conducted survey identifying a pattern of underage riders using the operator's shared mobility devices, or any combination thereof.

B. An operator may appeal the city manager's decision to revoke or not renew a permit to the city council under the administrative appeal procedures in Chapter 2.35 SLTCC.

C. Within 10 business days of the revocation of an operator's permit, the operator shall remove its fleet from the city and shall retrieve any shared mobility devices impounded by the city. If the operator fails to remove or retrieve any of its shared mobility devices, the city may remove and dispose of the shared mobility device at the operator's cost.

4.185.120 Enforcement.

A. Any operator or rider violating any provision of this chapter is subject to administrative citations under Chapter 2.30 SLTCC.

B. The city may issue an administrative citation with a $100.00 fine to an operator based on photographic evidence that includes the serial number of an operator's shared mobility device and demonstrates that a rider is using that shared mobility device in violation of this chapter, including a rider under the age of 18, riders operating a shared mobility device with more than one rider per device at one time, and operating or parking a shared mobility device within a restricted area subject to geofencing requirements.

C. Any operator violating, permitting, or assisting the violation of any provisions of this chapter shall be subject to any and all civil remedies, including, without limitation, permit revocation. All remedies provided herein shall be cumulative and not exclusive. Any violation of these provisions shall constitute a separate violation for each and every day during which such violation is committed or continued.

D. In addition to the remedies set forth in this chapter, operating a shared mobility device business in violation of any provision of this chapter is hereby declared to constitute a public nuisance under Chapter 4.40 SLTCC and, as such, may be abated or enjoined from further operation in the city.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

March 25, 2025

An Ordinance Amending Chapter 4.185 of the South Lake Tahoe City Code (Shared Mobility Devices) to Reduce the Maximum Number of Shared Mobility Devices an Operator May Deploy and Revise Operator Insurance Requirements

FINDINGS

A. On February 11, 2020, the City Council adopted Ordinance 2020-1140 (Shared Mobility Devices) adding Chapter 4.185 to the South Lake Tahoe City Code (SLTCC), which established a process for permitting and regulating operators and riders of shared mobility devices to achieve the city's goals of encouraging alternative modes of transportation while protecting public health and safety.

B. On March 26, 2024, City Council adopted Ordinance 2024-1184 amending SLTCC Chapter 4.185 to add a requirement that shared mobility devices be parked in corrals and adding additional requirements to implement the corrals. These requirements were added to address public safety concerns due to improper parking of shared mobility devices.

C. At the City Council meeting on November 19, 2024, Mayor Pro Tem Wallace requested, and Councilmember Creegan seconded, that an item be brought back to City Council to adopt an ordinance to amend Chapter 4.185 to reduce the maximum number of shared mobility devices an operator may deploy in the City.

D. City staff prepared the requested item and included City Council's direction on a reduced maximum number of shared mobility devices in the proposed amended ordinance. The proposed amended ordinance also includes revisions to shared mobility device operator insurance requirements which City staff recommends in accordance with amendments to California Civil Code section 2505.

E. California Vehicle Code section 21225 authorizes cities to regulate the parking and operation of these devices on pedestrian and bicycle facilities and city streets and highways, so long as such regulations are not in conflict with the California Vehicle Code.

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

SECTION 1. Chapter 4.185 (Shared Mobility Devices) of the South Lake Tahoe City Code is amended to read in its entirety as follows:

Chapter 4.185
SHARED MOBILITY DEVICES

Sections:

4.185.010 Purpose.
4.185.020 Definitions.
4.185.030 Shared bicycles prohibited.
4.185.040 Permit required.
4.185.050 Application for permit.
4.185.060 Issuance of permits.
4.185.070 Fleet limits.
4.185.080 Geofencing and City-designated riding and parking zones.
4.185.090 Operating regulations.
4.185.100 Impoundment and retrieval of shared mobility devices.
4.185.110 Revocation of permit.
4.185.120 Enforcement.

4.185.010 Purpose.

The purpose of this chapter is to establish a process for permitting and regulating operators and riders of shared mobility devices to achieve the city's goals of encouraging alternative modes of transportation while protecting public health and safety.

4.185.020 Definitions.

For the purposes of this chapter, the following terms, phrases and words shall have the meanings hereinafter set forth:

"Assistive technology device" means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of an individual with a disability.

"Bikeway" means a facility that is provided primarily for bicycle travel as defined by California Streets and Highways Code section 890.4.

"Class I bikeway" means a bike path or shared use path which provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.

"Class II bikeway" means a bike lane which provides a restricted right-of-way designated for the exclusive or semi exclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with vehicle parking and crossflows by pedestrians and motorists permitted.

"Corral" means an area designated by the chief of police for staging or parking shared mobility devices that is created either by geofencing, or by physical striping, marking or signage.

"Fleet" means all shared mobility devices in the city owned by a specific operator.

"Geofencing" means the creation of a virtual geographic boundary, defined by Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables an operator to regulate speed, issue notifications, and take other actions, when a shared mobility device within its fleet enters or leaves an area.

“Operator” means any individual, firm, association, partnership, or corporation arranging to provide shared mobility devices within the city.

“Permit” means a permit issued to an operator under this chapter.

“Rider” means any person who is riding or is in actual physical control of a shared mobility device.

“Shared mobility device” means any wheeled transportation device, other than a bicycle, e-bicycle, automobile or motorcycle, by which a person can be propelled, moved or drawn; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is displayed, placed or offered for rent in any public area or public right-of-way by an operator for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations.

4.185.030 Shared bicycles prohibited.
Shared bicycles and shared e-bicycles are prohibited.

4.185.040 Permit required.
It is unlawful for any operator to conduct a shared mobility device business without a permit.

4.185.050 Application for permit.
A. An operator shall submit a permit application to the chief of police containing, at a minimum, the following:

1. The operator’s name and business address, and the name and natural person or persons who will serve as a local point of contact for the operator;

2. Proof of a valid city business and professions certificate;

3. The type and number of shared mobility devices the operator intends to deploy with a list of identifying serial numbers designated for each device, and a schedule for phased deployment of the fleet, if applicable;

4. The location of any building or property proposed to be used by the operator for its shared mobility device business operations within the city; and

5. A $83.00 nonrefundable fee for each shared mobility device in the operator’s fleet for use within the city. If phased deployment of the fleet is proposed, payment for the first phase of deployment is due with the application and payment for any subsequent phases of deployment is due prior to each deployment. The nonrefundable fee is subject to periodic Consumer Price Index (CPI) increases in accordance with amendments to the City’s Master Fee Schedule.

B. At the time of application, the operator must provide proof of commercial general liability insurance with an admitted insurer, or a nonadmitted insurer that is eligible to insure a home state insured under Chapter 6 (commencing with Section 1760) of Part 2 of Division 1 of the Insurance Code, naming the city of South Lake Tahoe as an additional insured for an amount no less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage, and with an aggregate amount of no less than $5,000,000 for all occurrences during the policy period, and which meets the following requirements:

1. If the operator maintains broader coverage and/or higher limits than the minimums required for all policies, the city requires and shall be entitled to the broader coverage and/or higher limits maintained by the operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the city.

2. The operator's insurance coverage shall be the primary insurance coverage with respect to the city, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the city, its officers, officials, employees, or volunteers shall be excess of the operator's insurance and shall not contribute with it.

3. The operator agrees to waive rights of subrogation which any insurer of operator may acquire from operator by virtue of the payment of any loss. The operator agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement from the insurer.

4. The operator shall provide immediate written notice to the city if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, the operator shall obtain and submit proof of substitute insurance.

C. The operator must also offer or make available, or confirm the rider maintains, insurance coverage for bodily injury or death suffered by a pedestrian when the injury or death involves, in whole or in part, the negligent conduct of the rider, of $10,000 for each occurrence of bodily injury to, or death of, one pedestrian in any one accident, and for property damage to an assistive technology device, or $1,000 for each occurrence. This paragraph shall not be interpreted to limit or supersede the other insurance requirements set forth pursuant this Section.

D. Each application must bear the operator's signature agreeing to:

1. Provide the city with anonymized data on its fleet trip activity within the city, including the zip code of each rider; and

2. Indemnify, defend, and hold harmless the city, its elected and appointed boards, officers, employees, agents, volunteers, contractors, and invitees from any and all liability for any and all claims, demands, actions, losses, damages, and injuries direct or indirect, including any and all costs and expenses in connection therewith, arising from operator's activities, from and against each and every claim and demand of whatsoever nature made on behalf of or by any person, persons, firm, partnership, corporation or otherwise, including operator's employees, except for claims arising out of the sole negligence or willful misconduct of the city.

3. Submit to photo enforcement violations of this chapter, including the requirement to effectively prohibit riders under 18 years of age.

4.185.060 Issuance of permits.

A. Each permit shall contain the following:

1. The number and each type of shared mobility devices the operator is authorized to deploy, up to no more than 250 shared mobility devices per operator;

2. A requirement to effectively prohibit shared mobility devices in the operator's fleet from entering or operating on the public walkways and public rights-of-way within the Heavenly Village area, with an extent to be determined by the city manager, through geofencing or similar technology;

3. A requirement to effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride within any Class I or Class II bikeway or trail in the city;

4. A requirement to effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride except within a corral if the shared mobility device is within 1,000 feet from a corral; and

5. A requirement that each shared mobility device in the operator's fleet have affixed to it a designated serial number in a font and style that may be observed with the naked eye from 50 feet away.

B. No permit will be issued prior to the operator obtaining any discretionary and building permits required to occupy any building or property within the city proposed to be used for operations, such as warehouse or office space.

C. Any operator in compliance with this chapter may apply for a permit annually.

4.185.070 Fleet limits.
A. No more than 500 shared mobility devices shall be permitted within the city at a time. Once that limit is reached, no more permits will be issued to operators.

B. It is unlawful for an operator to deploy more shared mobility devices than allowed by that operator's permit.

4.185.080 Geofencing and city-designated riding and parking zones.
A. The chief of police may establish special parking, no-ride zones, speed zones, or other areas where riding and/or parking restrictions may apply. These locations may either be permanent or temporary.

B. The chief of police may establish locations of corrals. All corral locations will be published on the city's website.

C. The chief of police may require that an operator mark or geofence these areas and make that information available through its smartphone app.

D. The chief of police may require that operators direct riders to specified designated parking areas (city-designated parking zones, or special areas for events). Geofencing must be integrated into the operator's app within one week of notice from the chief of police.

E. The city manager, or their designee, may adopt additional rules to implement the provisions of this chapter, including geographic restrictions for shared mobility devices.

4.185.090 Operating regulations.
A. Operators shall comply with the following:

1. Each operator is subject to all applicable laws, rules and regulations including those in this code and the California Vehicle Code pertaining to the operation and safety standards of the shared mobility devices in its fleet.

2. Each operator shall limit the motorized-assisted speed of each shared mobility device to no more than 15 miles per hour.

3. Through geofencing or similar technology, each operator shall effectively prohibit riders from entering or operating shared mobility devices on public walkways and public rights-of-way within the Heavenly Village area, as designated in the operator's permit.

4. Through geofencing or similar technology, each operator shall effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride within any Class I or Class II bikeway or trail in the city.

5. Through geofencing or similar technology, each operator shall effectively prohibit any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride except within a corral if the shared mobility device is within 1,000 feet from a corral.

6. The chief of police may require operators, through geofencing or similar technology, to temporarily prevent the operation of shared mobility devices in a specific area during an emergency situation or within the perimeter of a permitted special event when necessary to maintain public health and safety. For permitted special events, the city will provide 10 days' notice to operators of any additional geofencing requirements.

7. When a rider operates a shared mobility device in the operator's fleet within an area subject to geofencing, the operator shall notify the rider of the restricted area.

8. Each operator must effectively prohibit a person and account holder from renting more than one shared mobility device at a time.

9. Each operator must effectively prohibit riders under 18 years of age.

10. Operators shall ban the accounts of riders with two or more citations under this chapter.

11. Operators shall remove all shared mobility devices from operation within the city during the period of November 1st through April 30th each year.

B. Riders shall comply with the following:

1. All riders are subject to all applicable laws, rules and regulations including those in this code and the California Vehicle Code.

2. All riders must be 18 years of age or older with a valid driver's license.

3. No rider shall operate a shared mobility device with more than one rider per device at a time.

4. Riders must park shared mobility devices on a sidewalk or other hard surface in a manner that does not impede pedestrian access and provides a minimum of three feet for a pedestrian

walkway; does not impede or obstruct access to ADA parking zones, street furniture, curb ramps, entryways, driveways, sidewalk cafes, bus stops, loading zones, or landscaping; and does not impede or obstruct vehicular traffic on a street or alley.

5. No rider shall lock, park, or end a ride within any Class I or Class II bikeway or trail in the city.

6. If a rider is within 1,000 feet from a corral, the rider shall only lock, park, or end a ride within a corral.

4.185.100 Impoundment and retrieval of shared mobility devices.
A. Within three hours of notice from the city, an operator shall retrieve a shared mobility device that is in any of the following conditions:

1. Inoperable or not safe to operate and parked on a city street, sidewalk or other city property; or

2. Parked, displayed, offered or made available for rent in violation of this chapter or the California Vehicle Code.

B. The city may impound a shared mobility device that is:

1. Not retrieved within three hours of notice to the operator; or

2. In a condition or parked in a manner that poses an imminent life safety hazard. No notice is required prior to impounding a shared mobility device posing an imminent life safety hazard.

4.185.110 Revocation of permit.
A. The city manager may revoke a permit on any of the following grounds, and shall provide written notice of the reason for the revocation to the operator:

1. The violation by operator of any of the terms, conditions or requirements of the permit or of this chapter.

2. Failure to effectively prohibit riders under the age of 18 from accessing shared mobility devices, which may be established either by multiple administrative citations issued to the operator based on photographic evidence of underage riders, by a city-conducted survey identifying a pattern of underage riders using the operator's shared mobility devices, or any combination thereof.

B. An operator may appeal the city manager's decision to revoke or not renew a permit to the city council under the administrative appeal procedures in Chapter 2.35 SLTCC.

C. Within 10 business days of the revocation of an operator's permit, the operator shall remove its fleet from the city and shall retrieve any shared mobility devices impounded by the city. If the operator fails to remove or retrieve any of its shared mobility devices, the city may remove and dispose of the shared mobility device at the operator's cost.

4.185.120 Enforcement.
A. Any operator or rider violating any provision of this chapter is subject to administrative citations under Chapter 2.30 SLTCC.

B. The city may issue an administrative citation with a $100.00 fine to an operator based on photographic evidence that includes the serial number of an operator's shared mobility device and demonstrates that a rider is using that shared mobility device in violation of this chapter, including a rider under the age of 18, riders operating a shared mobility device with more than one rider per device at one time, and operating or parking a shared mobility device within a restricted area subject to geofencing requirements.

C. Any operator violating, permitting, or assisting the violation of any provisions of this chapter shall be subject to any and all civil remedies, including, without limitation, permit revocation. All remedies provided herein shall be cumulative and not exclusive. Any violation of these provisions shall constitute a separate violation for each and every day during which such violation is committed or continued.

D. In addition to the remedies set forth in this chapter, operating a shared mobility device business in violation of any provision of this chapter is hereby declared to constitute a public nuisance under Chapter 4.40 SLTCC and, as such, may be abated or enjoined from further operation in the city.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 4. This Ordinance shall become effective 30 days following its adoption.

Adopted by the City of South Lake Tahoe City Council on March 25, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
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.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 9

Agenda Item: Ski Run Business Improvement District Annual Report and Budget

Executive Summary: This item completes the first step of the two-step process listed below as required by Streets & Highways Code sections 36533-36534. Step two, required by Streets & Highways Code section 36535, is scheduled for May 6th, 2025. Every year the Ski Run Business Improvement (BID) District Advisory Board is required to submit an Annual Report and proposed budget for approval to the City Council (City Ordinance No. 927, Section 2.9). The Council then adopts a â€œResolution of Intention," which indicates the Councilâ€™s intention to levy an assessment to the BID members and sets a time and place of a future Public Hearing whereby members of the BID can provide written protests on the content of the Annual Report for the upcoming fiscal year.

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

Responsible Staff Member: Ben Hannah - Accountant II

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

Attachments:

01 - Staff Report Ski Run BID.docx
02 - Resolution Ski Run BID.docx
03 - SRBID 2025-2026 Budget Proposal.pdf
04 - SRBID 2025-2026 Budget Proposal Prior Year vs Proposed.pdf
05 - SRBID 2025-2026 Budget Proposal Includes Measure S Recreation.pdf
06 - Friends of Ski Run Report 2025.pdf

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

Meeting Date: March 11, 2025

Title: Ski Run Business Improvement District Annual Report and Budget

Location: Ski Run Blvd

Responsible Staff Member: Ben Hannah, Accountant II (530) 542-6079

Background: On November 19, 2002, City Council formed the Ski Run Business Improvement District (SRBID) by adopting Resolution No. 2002-71. The Ski Run BID was formed under the Parking and Business Improvement Area Law of 1989, which is codified at California Streets & Highways Code 36500-36551. This Staff Report has been composed in accordance with Streets & Highways Code 36533 to satisfy the annual requirements for the Ski Run BID.

Issue and Discussion: This item completes the first step of the two-step process listed below as required by Streets & Highways Code sections 36533-36534. Step two, required by Streets & Highways Code section 36535, is scheduled for May 6th, 2025.

Step 1: Every year the Ski Run BID Advisory Board is required to submit an Annual Report and proposed budget for approval to the City Council (City Ordinance No. 927, Section 2.9). The Council then adopts a "Resolution of Intention", which indicates the Council's intention to levy an assessment to the BID members and sets a time and place of a future Public Hearing whereby members of the BID can provide written protests on the content of the Report for the upcoming fiscal year.

Step 2: The City Council must hold a public hearing and shall consider all protests from business owners within the Ski Run Business Improvement District, received either in writing and submitted to the City Clerk prior to the Public Hearing or presented orally at the Public Hearing. If a majority of businesses (based on their BID assessment) do not provide written protests, the Council may adopt a new Resolution confirming the report as originally filed or as changed. This will allow the Finance department to include the BID assessments with the annual business license renewal billing beginning in May for the 2025/2026 business tax year.

Annual Assessments:

1. There are no changes to the boundaries or areas of benefit in the area.
2. The method of assessment for 2025/2026 remains the same as in previous years and is as follows:
   a. 25% of the annual Business and Professions Tax and, if applicable
   b. $2.00 per lineal foot of property frontage on Ski Run Blvd, if the property is owned by a business license holder.

Revenues: The Ski Run BID receives operating revenues from the annual assessments estimated to be $14,000 for business license year 2025/2026 which is $1,000 higher than the projection for the previous year 2024/2025. Actual business license year 2024/2025 revenues were $3,200 higher than previous projections. The next year's projections assume that revenues will be higher than 2024/2025 projections but about the same as 2024/2025 actuals due to a relatively stable market.

Expenses: BID assessments will continue to be used for the allowable expenses of landscape maintenance which includes lawn care, water, and electricity. The City Public Works Department performs lawn care maintenance for six months beginning May 1st and ending October 31st. Activities include sprinkler repair, aerating, fertilizing, mowing, clean-up, and debris removal. Historically, the assessments have not been adequate to fully cover these costs, which would be the case for year 2025/2026 as well.

The proposed budget is based on last year's actual revenues and expenses. It reflects a projected shortfall of $13,500 compared to $11,000 approved for the prior year General Fund subsidy. Utilities, landscaping costs and assessment revenues increased with the expenses continuing to exceed BID revenues requiring an ongoing General Fund subsidy.

Financial Implications: The proposed 2025/2026 Ski Run Landscaping (fund 280) Funding Plan is attached and will be brought back for adoption as part of the fiscal year 2025/2026 City budget. The plan includes the BID assessment funded portion for landscaping and maintenance and the City General fund portion from the Parks Department for landscaping and maintenance. For fiscal year 2025/2026, staff recommends budgeting $13,500 to be transferred in from the General Fund in order to reflect a true cost and achieve a balanced budget for the Ski Run Business Improvement District.

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

Policy Implications: Consistent with the California laws and City policies.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

March 11, 2025

Declaring its Intention to Levy an Annual Assessment for the 2025-2026 Fiscal Year Upon the Ski Run Business Improvement District

BACKGROUND

A. California Streets and Highways Code Section 36500 et seq, authorizes cities to establish parking and business improvements areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business, and enhance the business district.

B. City Council established such an area known as the Ski Run Business Improvement District, which is located on Ski Run Blvd between Lake Tahoe Blvd and Pioneer Trail.

C. The annual process for levying assessments in business improvement districts requires that cities adopt a Resolution of Intent that declares their intent to levy such an assessment and set a date for a public hearing where interested parties may be heard on the issue.

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

1. Finds that the recitals set forth herein are true and correct.

2. Approves for consideration the Ski Run Business Improvement Annual Report for the year 2025, which is attached hereto and incorporated herein by reference.

3. Declares that there are no changes to the boundaries of the "Ski Run Business Improvement District" (the "District") as approved by the City of South Lake Tahoe City Council Ordinance 927. The boundaries of the District remain as set forth in the Map and boundary descriptions included in Exhibit A of Ordinance 927. A true and correct copy of the map is on file with the City Clerk of the City of South Lake Tahoe.

4. Declares that the types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District have not changed. The types of improvements and activities are generally described as landscape maintenance, and are delineated in the Annual Report, attached hereto and incorporated herein by reference. A true and correct copy of the Annual Report is on file with the City Clerk of the City of South Lake Tahoe.

5. Intends to levy and collect an annual assessment for 2025/2026 fiscal year on businesses in the District, except where funds are otherwise available, to pay for all

improvements and activities of the District, as set forth in the Annual Report, which is attached hereto and incorporated herein by reference.

6. Directs that all funds of the District shall be expended on improvements and activities within the District.

7. Declares that the method and the basis for levying the assessments on all the businesses within the District are set forth in the Annual Report and attached hereto and incorporated herein by reference.

8. Declares that new businesses shall not be exempt from assessment.

9. Sets a public hearing, consistent with California Streets and Highways Code sections 36524 and 36525, to levy the proposed assessment for 2025/2026 fiscal year for May 6th, 2025 at 9:00 a.m. before the City Council of the City of South Lake Tahoe at the Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe, California.

10. Declares that at the public hearing, the testimony of all interested persons, for or against the levy of the proposed assessment for 2025/2026 fiscal year, the boundaries of the District, the area of benefit within the District and the assessments to be levied, will be heard.

11. Declares that a protest against the levy of the proposed assessment for 2025/2026 fiscal year or any aspect of it may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the levy of the proposed assessment for 2025/2026 fiscal year, a protest must be in writing. A written protest may be withdrawn from writing at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and the business' address, the City business license tax registration number, name of protester, signature of protester, date of protest and the reason(s) the protester is against the levying of the District assessment. If the person signing the protest is not shown on the official records of the City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or evidence of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made. Written protests shall be filed with the City Clerk, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150, at or before the time fixed for the hearing.

12. Declares that if at the conclusion of the public hearing, there are of record, written protests by the owners of the businesses within the District that will pay fifty percent (50%) or more of the total assessments of the entire District, no further proceedings to levy the proposed assessment for 2025/2026 fiscal year shall occur. New proceedings to levy an assessment shall not be undertaken again for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council. If the majority of written protests are only as to an improvement or activity

proposed, then that type of improvement or activity shall not be included in the levy of the proposed assessment for 2025/2026 fiscal year within the District.

13. States that further information regarding the Ski Run Business Improvement District may be obtained from the City Clerk of the City of South Lake Tahoe at 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150.

14. Directs the City Clerk to provide notice of the public hearing as follows:

    a. Publish this Resolution of Intention in a newspaper of general circulation in the City of South Lake Tahoe once, at least seven (7) days before the hearing.
    b. Mail a complete copy of this Resolution of Intention to each and every business owner in the District within seven (7) days of the adoption of this Resolution by the City Council.

15. Declares that this Resolution is effective on its adoption.

Adopted by the City of South Lake Tahoe City Council on March 11, 2025, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

BID Projected Budget FY 2025/2026			
FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT			
BID Operating Revenue			
BID Assessment		$	14,000
	Total Revenue	$	14,000
BID Operating Expenses			
Water/Sewer Utilities		$	7,500
Landscaping		$	17,000
Electricity for Timers		$	3,000
	Total Expenses	$	27,500
BID Net Operating Revenue (Expense)		$	(13,500)
Other Revenue Funding Sources			
General Fund Subsidy		$	13,500
Ski Run BID Fund Balance		$	-
Net Budgeted Revenue/(Expense) **		$	-

Total General Fund Subsidy $13,500

Provided for reference only. The above budget will be brought back for adoption as part of the fiscal year 2025/2026 City budget.

Ski Run Landscaping and Bike Trail Maintenance Funding Plan

2024/2025 Adopted Budget and 2025/2026 Projected Budget

Administered and Accounted for by City

BID Adopted Budget FY 2024/2025

FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT		
BID Operating Revenue		
BID Assessment	$	13,000
Total Revenue	$	13,000
BID Operating Expenses		
Water/Sewer Utilities	$	6,000
Landscaping	$	15,500
Electricity for Timers	$	2,500
Total Expenses	$	24,000
BID Net Operating Revenue (Expense)	$	(11,000)
Other Revenue Funding Sources		
General Fund Subsidy	$	11,000
Ski Run BID Fund Balance	$	-
Net Budgeted Revenue/(Expense)	$	-

Total General Fund Subsidy $11,000

Provided for reference only.

BID Projected Budget FY 2025/2026

FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT		
BID Operating Revenue		
BID Assessment	$	14,000
Total Revenue	$	14,000
BID Operating Expenses		
Water/Sewer Utilities	$	7,500
Landscaping	$	17,000
Electricity for Timers	$	3,000
Total Expenses	$	27,500
BID Net Operating Revenue (Expense)	$	(13,500)
Other Revenue Funding Sources		
General Fund Subsidy	$	13,500
Ski Run BID Fund Balance	$	-
Net Budgeted Revenue/(Expense)	$	-

Total General Fund Subsidy $13,500

Provided for reference only. The above budget will be brought back for adoption as part of the fiscal year 2025/2026 City budget.

BID Projected Budget FY 2025-2026			
FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT			
BID Operating Revenue			
BID Assessment			
	Total Revenue	$	14,000
BID Operating Expenses			
Landscaping		$	17,000
Water/Sewer Utilities		$	7,500
Electricity for Timers		$	3,000
	Total Expenses	$	27,500
BID Net Operating Revenue (Expense)		$	(13,500)
Other Revenue Funding Sources			
General Fund Subsidy		$	13,500
Ski Run BID Fund Balance		$	-
Net Budgeted Revenue/(Expense)		$	-

FUND 281 - MEASURE S RECREATION SKI RUN BIKE TRAIL			
Measure S Operating Revenue			
STAR Ballot Measure (Fund 281)		$	10,000
	Total Revenue	$	10,000
Measure S Operating Expenses			
Employee Compensation		$	11,045
Technical Services		$	4,800
Snow Removal		$	-
Sand and Snow Poles		$	8,625
Electricity for Lights		$	5,800
	Total Expenses	$	30,270
Measure S Net Operating Revenue/(Expenses)		$	(20,270)

Total General Fund Subsidy $13,500

Provided for reference only.
Note: Fund 281 Deficit is covered by prior year fund balance.

February 10, 2025

Ben Hannah
Accountant II
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Subject: 2024 Ski Run Business Improvement District Report

Dear Mr. Hannah,

Last year was an exciting year for the Ski Run Business Improvement District (BID). We thank the City and City Council for their continued support of the Ski Run BID, businesses on Ski Run Boulevard, and neighbors that call this area home.

Ski Run Business Improvement District (BID) members continue to pay their annual assessment and continue to champion what we think is one of the greatest boulevards in the country.

Ski Run Community Park:
After four years of planning, fundraising, and construction, Ski Run Community Park opened much public fan-faire on August 16, 2024. Ski Run Park quickly became a community favorite and was consistently busy throughout the summer. We look forward to the many years of joy this park will bring to the community. Thank you for supporting this project and the long-term operations and maintenance of the park.

Community Events:
Ski Run continues to host community focused events during summer months. In 2024, events included:

- Longest Dinner Table in Tahoe - June. More than 200 community members gathered on Ski Run to share a meal and raise funds for F.E.E.T Fund, which helps fund kids field trips in South Lake Tahoe.
- Tahoe Brewfest – August. For the second year in a row, Ski Run hosted the Boys and Girls Club of Lake Tahoe largest fundraiser event. This event celebrates all that is special about South Lake Tahoe's mountain culture: our beer, our crafts, our environment and most of all, our community.
- Ski Run Farmers Market – June through September. The annual Friday night farmers market with more space after expanding to another block. This added

space allowed more local vendors to participate in the market. This event continues to be a Friday tradition for residents and visitors alike.

Public Safety:
Ski Run BID members thank the City Council for reducing the speed limit on Ski Run Blvd. to 30 miles per hour. We continue to support any projects which improve pedestrian safety on the street.

Transportation and Environment:
We are excited about the planned Ski Run Mountain to Marina Green Infrastructure Plan. We support projects to reduce stormwater pollution from reaching Lake Tahoe including expansion of the Osgood Basin. We also support expanding bike and pedestrian trails that connect to Ski Run Blvd. including the complete streets and paths on Spruce Ave and path connections to Bijou Elementary School and Stateline.

In the next year, we look forward to continuing to offer great community events and support projects that promote a vibrant Ski Run and broader South lake Tahoe Community.

Sincerely,

Chris McNamara
Corey Rich
Devin Middlebrook
Jeff Cowen
Rachel Carlson

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 10

Agenda Item: General Plan Annual Progress Report, Housing Element Implementation Update, and Surplus Land Inventory for 2024

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 implementation of the general plan elements and includes additional reporting requirements on the housing element. This item also includes a surplus land inventory.

Requested Action / Suggested Motions: 1) Pass a Resolution accepting and filing the 2024 General Plan Annual Progress Report, including the Housing Element Implementation Update; and, 2) Pass a Resolution accepting the Surplus Land Inventory.

Responsible Staff Member: John Hitchcock, Planning Manager, and Gretchen Schooleman, Assistant 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-Annual Progress Reports
- 02 - CSLT 2024 APR.pdf
- 03-Resolution Annual Progress Report.docx
- 04 - Resolution 2024 Surplus Lands.docx
- 05-PC Resolution 2025-001_General Plan Annual Progress Report 2024.pdf
- 06-PC Resolution 2025-002_Surplus Land Inventory.pdf
- 07- 2024APR_Presentation.pdf

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

Meeting Date: March 11, 2025

Title: City of South Lake Tahoe General Plan Annual Progress Report, Housing Element Implementation Update, and Surplus Land Inventory for 2024

Location: Citywide

Responsible Staff Member: Gretchen Schooleman, Assistant Planner

Background: 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. Government Code Section 65400 requires cities to submit an Annual Progress Report (APR) on the status of the General Plan and progress in its implementation 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 APR provides the Planning Commission and City Council with information regarding the implementation of each element of the General Plan. The APR is designed to provide information for the Planning Commission and City Council to assess how the General Plan was implemented during the 12-month reporting period (January 2024 to December 2024).

Providing a copy of the APR 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 Codes Section 65584.3(c)). 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 65400(a)(2)).

Submittal of the APR to LCI also allows for the 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 can track progress on a local jurisdiction's comprehensive General Plan update using the information provided in the APR.

Issue and Discussion: City staff has drafted the 2024 General Plan APR for City Council consideration (*Attachment 02*). The 2024 General Plan APR includes information on the City's progress in implementing the General Plan as well as required housing element and surplus land information.

The item before City Council is a Resolution accepting the 2024 General Plan APR (*Attachment 03*) and surplus land inventory (*Attachment 04*) and directing staff to submit the report to the Governor's Office of Land Use and Climate Innovation and the California Department of

Housing and Community Development, as recommended by the Planning Commission on February 20, 2025 through Resolution 2025-001 and Resolution 2025-002.

During the regularly scheduled Planning Commission meeting on February 20, 2025, Staff addressed questions from the Commission on the General Plan Annual Progress Report. The following bullet points provide a summary of the discussion based on questions from the Planning Commission:

- The City was awarded an additional $1.2 million in Community Development Block Grant Funding. These funds have been dedicated to the rehabilitation of three buildings for the Bears Den project. Currently, nine units are occupied, and plumbing and electrical work are planned for this year.

- City Council has directed staff to initiate a receivership process of the Sunray Hotel. The process is currently in litigation, and a recent 30-day extension has been granted.

- The City currently holds 49 Tourist Accommodation Units (TAUs) eligible for conversion to Residential Units of Use (RUUs). Deed restrictions require these City-owned development rights to support long-term housing (30+ days of rental). The city is analyzing available coverage for Accessory Dwelling Units (ADUs) and exploring opportunities to expand ADU development in collaboration with the Tahoe Regional Planning Agency (TRPA) as outlined in an action item in the Housing Element.

- The Housing Hotline and Community Office Hours have been established by the City Housing Division to address community concerns. Quarterly housing office hours have been attended with over 50 participants in January of 2024 and an even higher turnout in March, since then the number of attendees has been lower. Common discussion items revolve around questions about the rental assistance program, substandard housing issues, and details about specific projects. The Housing Hotline is for substandard housing issues and has evolved to include civil complaints. Additionally, rental assistance is available for security deposits and application fees, with nine families currently receiving aid, three pending, and one denied.

- The Sugar Pine project continues to advance, with 68 units completed. As of February 14, 57 units have been leased, with the current number likely higher at the time of this report. A waitlist is in place and operates on a first-come, first-served basis. Units designated for households at 30% of the Area Median Income (AMI) reached capacity quickly, and applicants at this income level are now on a waitlist until the next phase becomes available. The city has successfully closed financing for Phase 3, while Phase 2 is scheduled to open in Fall 2025.

- Discussions are ongoing regarding the Motel 6 property, with the City in talks with the California Tahoe Conservancy (CTC) about Units of Use. While no decisions have been made, there are active conversations, and TRPA incentives are available for transferring RUUs out of the SEZ zone.

Financial Implications: Other than the staff time needed to prepare the required General Plan Annual Progress Report and supporting documents, there are no financial implications associated with the suggested action.

Environmental Considerations: The proposed General Plan Annual Report does 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.

Policy Implications: The General Plan contains 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 APR includes 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

Land Use & 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

JANUARY 2024-DECEMBER 2024

CITY OF
SOUTH LAKE TAHOE

ACCEPTED BY CITY OF SOUTH LAKE TAHOE CITY COUNCIL _____

Table of Contents

SECTION 1 INTRODUCTION....1
SECTION 2 GENERAL PLAN STATUS....1
SECTION 3 CURRENT POPULATION AND HOUSING ESTIMATES....2
SECTION 4 LAND USE & COMMUNITY DESIGN ELEMENT....4
SECTION 5 ECONOMIC DEVELOPMENT ELEMENT....10
SECTION 6 HOUSING ELEMENT....11
SECTION 7 TRANSPORTATION AND CIRCULATION ELEMENT....18
SECTION 8 PUBLIC/QUASI-PUBLIC FACILITIES AND SERVICES ELEMENT....25
SECTION 9 RECREATION AND OPEN SPACE ELEMENT....27
SECTION 10 HEALTH AND SAFETY ELEMENT....29
SECTION 11 NATURAL AND CULTURAL RESOURCES ELEMENT....31
SECTION 12 NEIGHBORHOOD PRIORITY LISTS....33
APPENDIX A....34

SECTION 1 INTRODUCTION

California Government Code Section 65400 (65400(a)(2)(A) and 65700 requires all cities and counties 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 OPR, 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 meetings 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

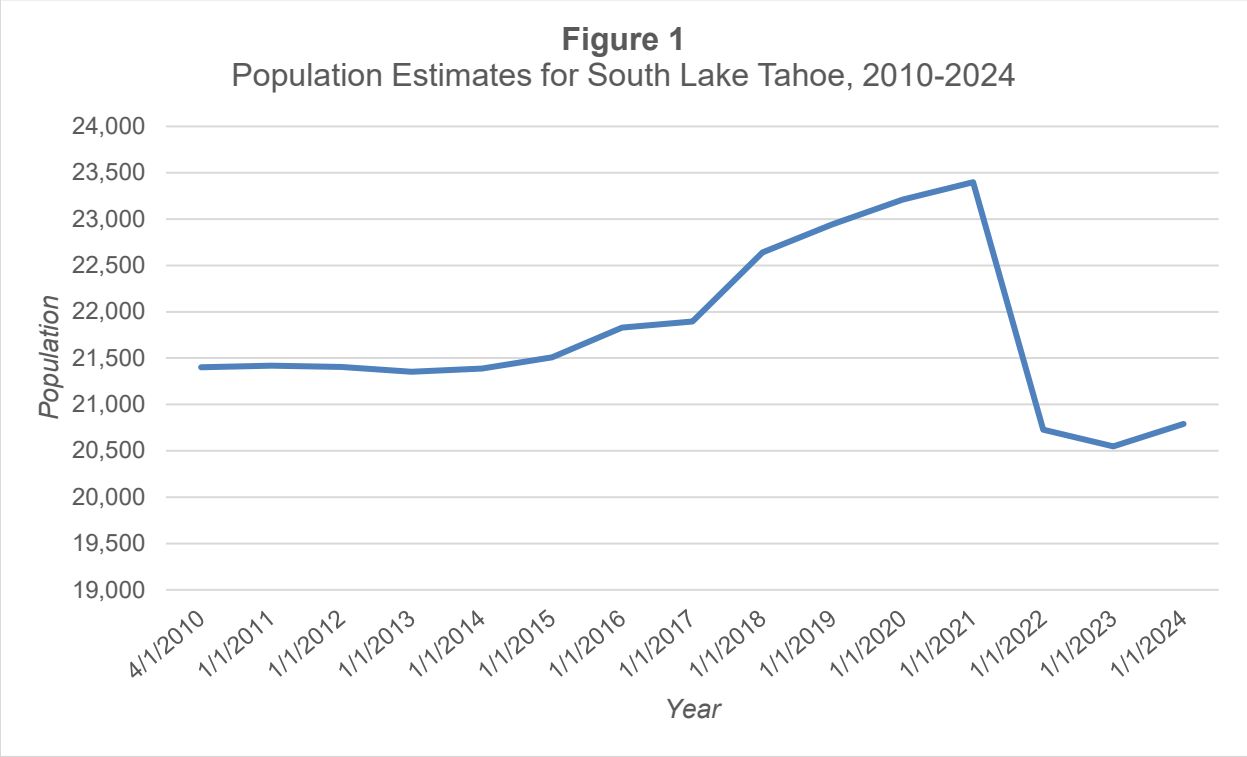
The City's General Plan was adopted on May 17, 2011. The City Council found the General Plan to be compliant with State law and consistent with the State General Plan Guidelines. The General Plan is considered the "2030 General Plan" since it represents a twenty-year planning document for the 2010-2030 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*)
2. Circulation Element (*Transportation and Circulation*)
3. Housing Element (*Housing*)
4. Conservation Element (*Natural and Cultural Resources*)
5. Open Space Element (*Recreation and Open Space*)
6. Noise Element (*Health and Safety Element*)
7. Safety Element (*Health and Safety Element*)
8. Environmental Justice Element (*Land Use and Community Design)*)

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 2024. According to the California Department of Finance, the 2024 population estimate for the City of South Lake Tahoe is 20,790, a 0.4 percent increase in the population from the 2023 estimate of 20,703. Figure 1 shows the population estimates for the City of South Lake Tahoe published by the California Department of Finance from 2010 to 2024.



According to the California Department of Finance, in 2024 there were an estimated 16,052 housing units in the City, including 9,727 single-family detached units, 436 single-family attached units, 5,347 multi-family units, and 542 mobile/manufactured homes. Figure 2 depicts the percentage breakdown of housing in the City. Single-family housing represents 61 percent of the housing stock while multi-family housing accounts for 33 percent of the housing units. Of the 16,052 housing units in the City, 9,306 units are occupied, for a housing vacancy rate in the City of 42% percent.

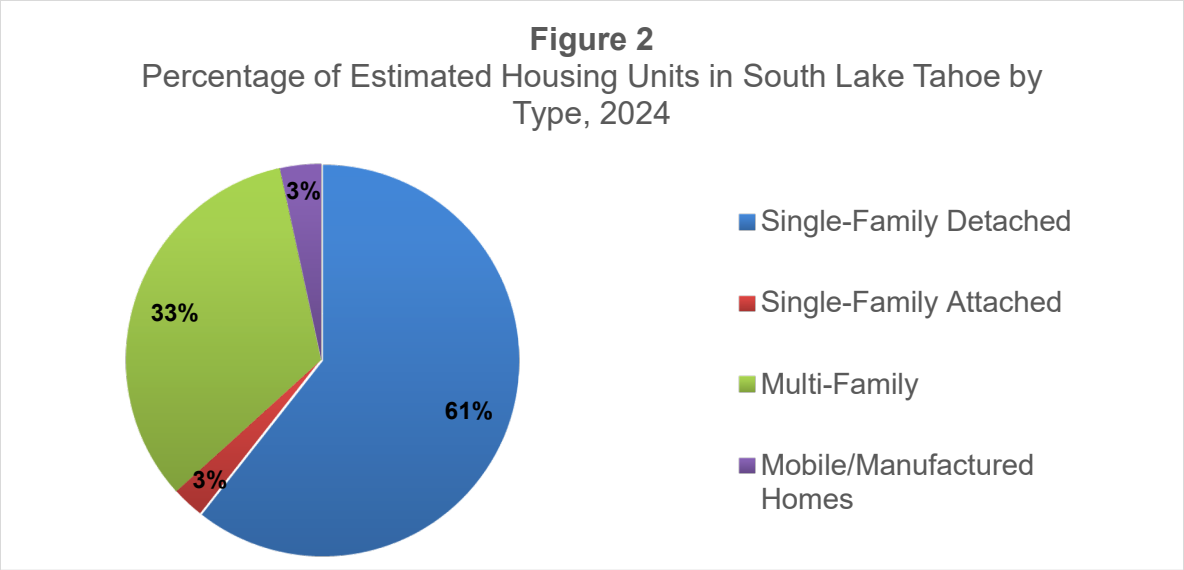


Figure 2
Percentage of Estimated Housing Units in South Lake Tahoe by Type, 2024
3%
33%
61%
3%
Single-Family Detached
Single-Family Attached
Multi-Family
Mobile/Manufactured Homes

Section 4 Land Use & 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 2024, the City continued to support development of residential and commercial projects that are consistent with the adopted goals of the Land Use & Community Design Element.

2024 Planning Entitlement Applications

During 2024, the Planning Division received 112 entitlement applications as depicted in Table 1 below.

Table 1 Planning Entitlement Applications Submitted during 2024*	
Type of Application	
Area Plan Amendments	0
Community Plan Amendments	0
Plan Area Statement Amendments	0
Eligible Facility Requests for Wireless Facilities	5
Home Occupation	39
Commercial Fence	3
Major and Minor Design Review	15
Major and Minor Sign	33
Major and Minor Variances	3
Mobile Vending Location	4
Cannabis Use Permit	0
Publicly Visible Art	9
Special Use	1
Total Applications	**112**

**Does not include applications for residential allocations, special events, annual cannabis reviews, or 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, Planning Commission passed a resolution recommending City Council adopt a General Plan amendment to pre-zone these parcels within the City's sphere of influence. On March 26, 2024, 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 LACO application was revised to reduce the annexation area to 80 parcels totaling approximately 9.04 acres. LAFCO consideration of the proposed annexation is scheduled for March 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 nearby private parcels, to improve public service efficiency and ensure tax revenue supports existing services like snow removal and road maintenance. On November 5, 2024, 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.

Proposed Area Plan, Community Plan, and Plan Area Statement Amendments

During 2024 the City was actively reviewing the following area plan and plan area statement (PAS) amendments.

1) HVR Montreal Tourist Core Area Plan Amendment – private application
2) Tourist Core Area Plan – City initiated
3) Tahoe Valley Area Plan – City initiated
4) Cleanup Annexation Scenario
5) Heavenly Annexation
6) Mid-Town Area Plan
7) Plan Area Statement 087, Heavenly Valley California Amendment – private application

HVR Montreal Tourist Core Area Plan Amendment - The purpose of the proposed zoning amendment is to facilitate the development of multi-family housing on a combined parcel that includes the former Colony Inn site at 3794 Montreal Road and a second parcel located behind the former Colony Inn site that is currently zoned for Recreational use. The applicant (HVR Acquisitions) originally intended to develop four (4) multi-family residential units on the 1.29-acre Recreation parcel as Phase 2 of a Multi-Family Project previously approved by the City for 3794 Montreal Road (former Colony Inn Parcel). City Council directed staff to continue the item in 2023. The proposed Tourist Core Area Plan and Specific Plan Amendments were presented to City Council on April 23, 2024. City Council passed Resolution 2024-048 to rezone a portion of Assessor's Parcel Number 029-441-024 from Recreational to Tourist Center Mixed-Use. A revised project was subsequently approved for a total of 30 multi-family residential units with two (2) units deed-restricted to achievable unit as defined by the Tahoe Regional Planning Aency (TRPA).

The City of South Lake Tahoe City Council adopted amendments to the Tourist Core Area Plan/ Specific Plan and the Tahoe Valley Area Plan/ Specific Plan to improve clarity, align with updated TRPA and state regulations, and expand housing opportunities. These updates were approved through Resolution 2024-071 and Resolution 2024-072 on June 18, 2024, and became effective upon adoption by TRPA on December 18, 2024. Specifics amendments included 1) adopting a minimum density standard and increasing the maximum density standard to 65 units per acre for multi-family dwellings, 2) adopting TRPA Phase 2 Amendments to incentive the construction of deed-restricted housing, 3) reducing parking requirements, and 4) implementing a no net loss standard for the conversion of existing residential units.

On April 23, 2024, City Council adopted Ordinance 2024-1185 to approve the pre-zoning of 90 parcels encompassing the Tahoe Valley Campground and adjacent parcels into the Sierra Tract

and Barton Memorial Hospital areas and amending City Code Title 6, Chapter 6.55 Article II (Plan Area Maps and Statements). The City Code amendment incorporates TRPA's Plan Area Statement (PAS) 095 as the underlying zoning designation. The PAS 095 zoning designation will only become effective for the impacted properties if LAFCO grants approval of the annexation.

On November 19, 2024, the City of South Lake Tahoe adopted Ordinance 2024-1190 to update the area map by annexing the Heavenly Resort California Base, California portions of Heavenly Ski Resort, Van Sickle Bi-State Park, and several adjacent private parcels. The City Code amendment incorporates TRPA's PAS 080- Kingsbury Drainage and PAS 087- Heavenly Valley California as the underlying zoning regulations for the annexed area. This map revision incorporates 30 parcels totaling 2,800 acres, including both private and public properties.

In November of 2023, City Council directed to have in-house staff prepare a focused Implementation Plan for the Bijou Park and Golf Course. In May of 2024, staff presented a Mid-Town Area Plan kick-off presentation informing City Council and the public of timeframes for outreach, key elements of the planning process, and current conditions under existing regulatory framework. The Mid-Town 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. Throughout 2024 following the kick-off presentation, there has been numerous forms of community engagement and communication with various committees. The anticipated adoption for the Mid-Town Area Plan is Summer of 2025.

In 2024, staff initiated discussions on developing a Residential Area Plan to explore implementing SB9 and eliminating tourist accommodation units. These discussions require coordination with the TRPA and are expected to continue through 2025, with the planning process likely commencing in late 2025 or early 2026.

In December of 2023 the City received an amendment request from Exline and Company, Inc. for a boundary adjustment of PAS 087, Heavenly Valley California, to include 1639 Sherman Way. The property is currently in PAS 085, Lakeview Heights. After discussing the merits of the proposed amendment, the applicant subsequently withdrew the application.

Title 6 Code Amendments

In 2024, the City Council adopted four amendments to Title 6 of City Code which covers Development Services within the City. More information on the code amendments is provided below.

On-Site Cannabis Consumption- On January 23, 2024 City of South Lake Tahoe City Council adopted Ordinance 2024-1181 amending Article X of Chapter 6.55 (Cannabis Regulations). The amended change allowed cannabis retailers and microbusinesses to apply for indoor on-site consumption lounges by amending their Public Safety License. The ordinance also removed Section 6.55.840 (Existing permitted medical marijuana dispensaries), as the only business affected by it received a cannabis use permit in 2022. Additional amendments to Chapter 4 (Police/ Code Enforcement) were included in the Ordinance.

Accessory Dwelling Units- On March 26, 2024, City of South Lake Tahoe City Council adopted Ordinance 2024-1183 amending South Lake Tahoe City Code Section 6.85.050, Accessory Dwelling Units. Multiple new state laws regarding ADUs became effective on January 1, 2024, that requires updating of City Code Section 6.85.050.

Prezoning Cleanup Annexation Scenario- On April 23, 2024, City of South Lake Tahoe City Council adopted Ordinance 2024-1185 amending City Code Chapter 6.55, Article II (Plan Area Maps and Statements) for annexing the Tahoe Valley Campground and adjacent parcels to Sierra Tract and Barton Memorial Hospital. The cleanup annexation area comprises 90 parcels totaling 411.8 acres, which includes a mix of private and publicly owned parcels. The City pursued the annexation of these areas to provide more efficient public services.

Prezoning Heavenly Annexation Scenario- On November 19, 2024, City of South Lake Tahoe City Council adopted Ordinance 2024-1190 amending City Code Title 6, Chapter 6.55, Article II (Plan Area Maps and Statements) to included the annexed area of the Heavenly Resort California Base, California portions of Heavenly Ski Resort, Van Sickle BiState Park, and several adjacent private parcels. The Heavenly annexation area comprises 30 parcels totaling 2,800 acres, including a mix of private and publicly owned parcels. The City pursued the annexation of this area to provide more efficient public services, part of which is to ensure that the City receives tax revenue to support services already being provided to the area, such as snow removal and road maintenance to all of the roads accessing the annexation area.

Proposed Title 6 Code Amendments

City staff notes concerns of inconsistencies, incorrect references, and questions of clarity regarding Title 6. In 2024, Staff began compiling a list of amendments to be proposed for adoption, as well as code interpretations to be included.

Lake Tahoe Basin Development Rights

The City owns TRPA development rights and land coverage, which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development). An annual determination for the fair market value of the development rights and land coverage is conducted to provide a consistent and equitable disposition process, promoted the achievement of the City's affordable housing and community development goals, and provided certainty for the development community. In 2024, the appraisal for the market for development rights and land coverage changed since 2023. The City passed Resolution 2024-062 establishing a new price point for the sale of development right and coverage. The City is in the process of updating the 2024 development rights and coverage appraisal for 2025, with plans to present the revised appraisal to City Council in early 2025.

In 2024, the City facilitated the transfer of 805 square feet of restoration credits to support the implementation of the Mobi-Mats project at Lake Tahoe Retreat. The Mobi-Mats enhance access to the shoreline of Lake Tahoe, promoting inclusivity by improving mobility for all visitors.

As part of the development rights and land coverage inventory in 2023, City Council dedicated 70 City-owned tourist accommodation units to be set aside and converted to residential units of use to be sold at no cost for ADUs and multi-family rental units. In 2024, the City had provided residential units of use for the construction of 6 ADUs and 3 MFD units.

Through Design Review applications, staff presented findings to the Planning Commission regarding the allocation of Commercial Floor Area (CFA) for multiple commercial projects. The goal is to encourage public and private investment in the expansion and improvement of commercial and tourist accommodation developments, in accordance with City Council Resolution 23-051. These projects include the outdoor dining expansion for Basecamp Pizza Company, a new eating and drinking establishment called Aster Station, and the expansion of South Side Automotive.

Improved Transparency and Community Engagement

Throughout 2024 City Staff has continued to post projects on the Current Projects web page to inform the public on the status of current development proposals and City initiatives. The Current Project web page includes a status report for major development projects and is linked to a GIS map.

A webpage for the City's two area plans with tracked changes and amendments was created to house all public records relating to the amendments, including staff reports, community outreach and stakeholder meeting notes, and previous and upcoming meeting dates. A webpage was created for progress and future engagement for the on-going creation of the new Mid-Town Area Plan. The webpage includes past community engagement, an interactive map, project timeline, and options for getting involved and sharing feedback. To date, community engagement for the Mid-Town Area Plan has included displays at three (3) community events, three (3) open houses, five (5) public hearings, 14 stakeholder meetings, and two (2) two-day stakeholder workshops.

In 2023, the City initiated the transition to using an improved planning project and permit application platform through Central Square Technologies. This platform simplifies the application process and allows applicants the ability to view project status and search for active projects improving the transparency of ongoing projects in the City. The platform is anticipated to be active in spring of 2024.

In 2024, the Planning Division updated the City's Guide to Accessory Dwelling Units. The revised guide, which is available on the City's website and at the Development Services Department, includes additional resources and enhanced visual aids designed to provide a clearer and more accessible understanding of ADUs.

City staff held five quarterly Housing Community Office Hours meetings in 2024 throughout the community to foster relationships, discuss programs and hear challenges and solutions from the community.

In 2024, the City prioritized community engagement as a key component of updating the Lake Tahoe Airport Master Plan (AMP). The first Public Advisory Committee (PAC) meeting was held in March of 2024 and introduced the project scope and gathered initial stakeholder feedback. A

public open house and second PAC meeting was held in June of 2024 and showcased preliminary concepts, invited community input, and refined the plan's goals. In November of 2024, the third PAC meeting reviewed draft recommendations, incorporating public feedback before presenting the final plan to the City Council for approval.

To improve transparency and encourage community engagement, both City Council and 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, 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 2024, the City issued a total of 581 new business licenses.

Thirty-nine home occupation applications were approved during 2024, each of which is associated with a business license.

Economic Development Priorities

In January 2023, City Council and Senior Management staff discussed Council priorities and formal direction at the Strategic Planning Retreat, shaping priority for 2024. Action taken since the meeting includes updating development commodity incentive policies, applying for and accepting funding for the Lake Link shuttle service, and authorizing or accepting grant funding for infrastructure improvements, complete street planning, and housing. In addition, City staff completed an inventory of vacant and underused properties, engaged in discussion with community partners regarding workforce development, created a page of business resources on the City website, created a new business checklist, and conducted a business walk to receive feedback on business support priorities.

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.

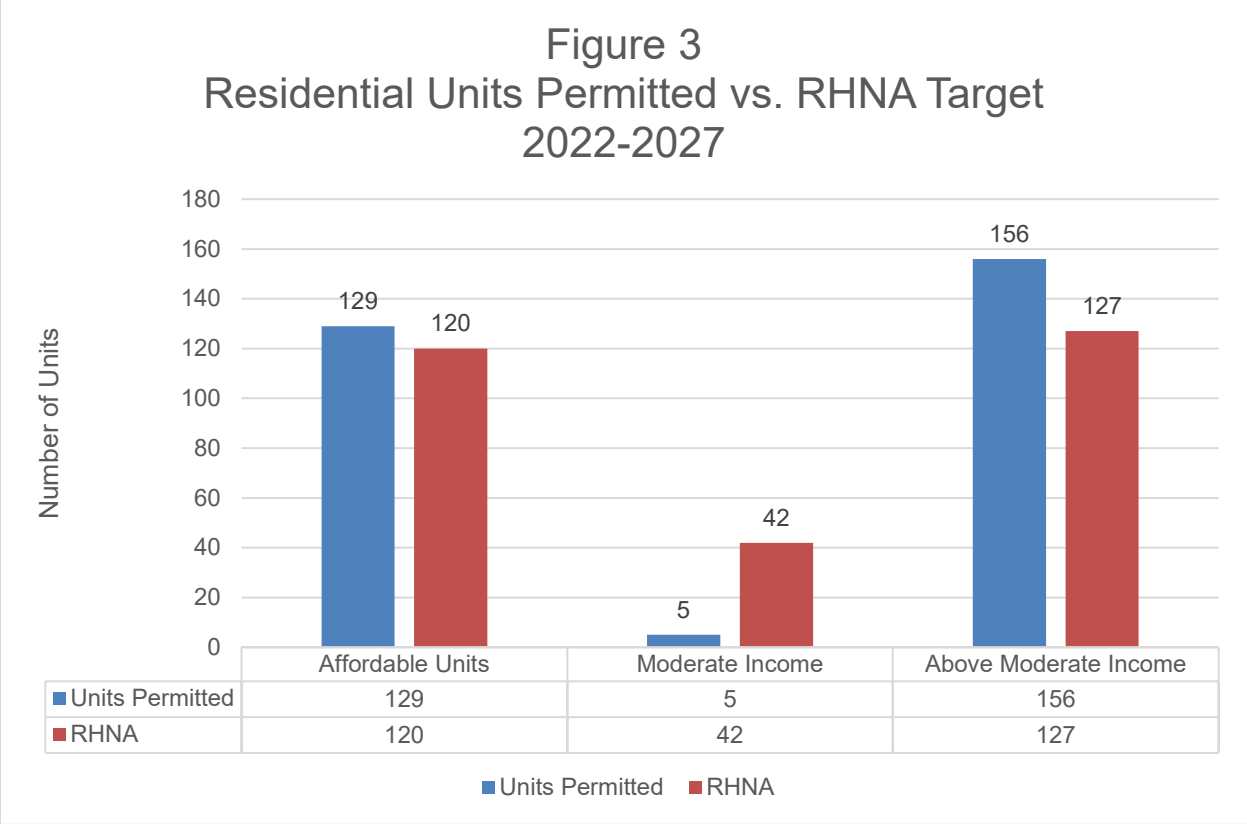
Goal ED-2: To support and promote existing businesses, job retention, and expansion, and diversify the economy.

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

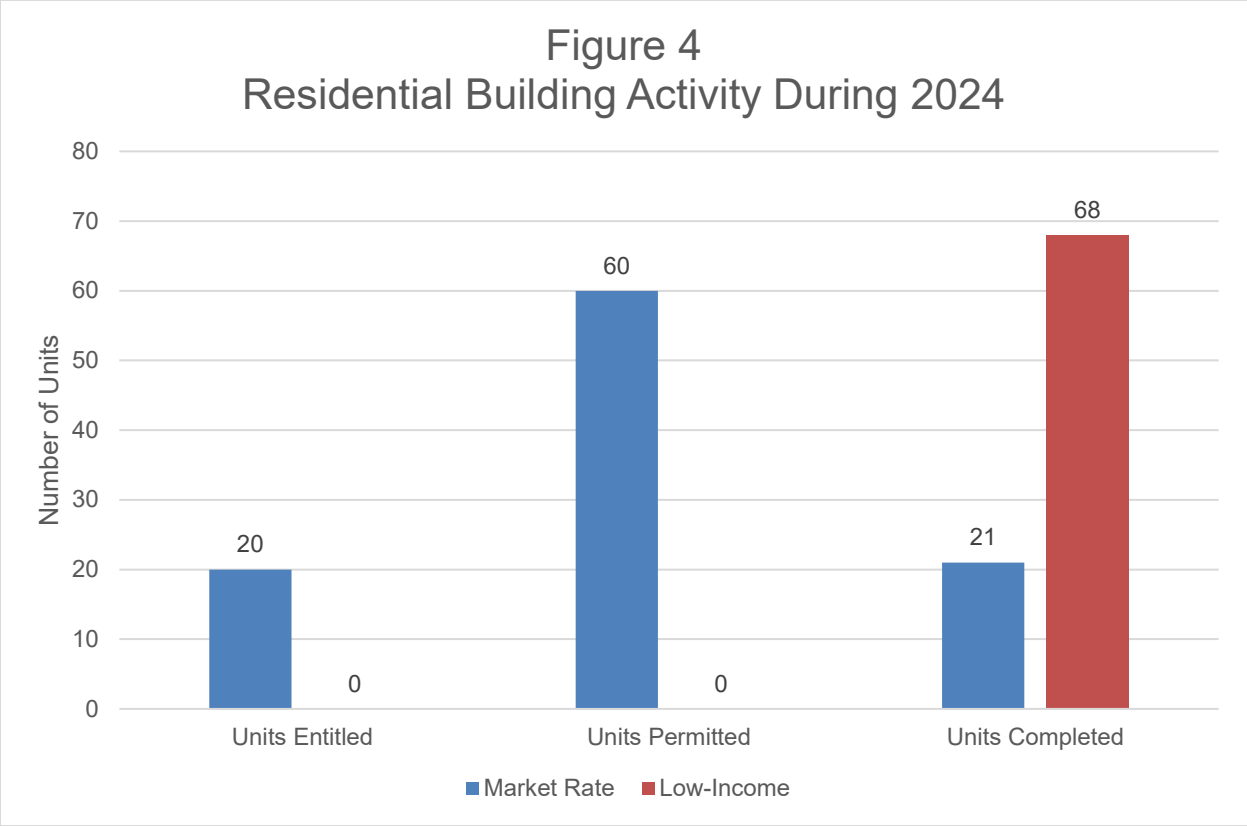
The 2022-2027 Housing Element was certified in August 2022 by the California Department of Housing and Community Development (HCD). The sixth round Housing Element has a 5-year timeframe. The Housing Element sets forth implementation strategies to address housing needs in the City.

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 Annual Report. The Housing Element APR must be submitted using the forms developed by the California Department of Housing and Community Development (HCD) and documents 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.



During 2024, the City continued several efforts to address existing and future housing needs. The City's efforts involved entitlements and funding for new affordable housing projects as well as the approval of new incentives for affordable housing. Figure 4 below shows the residential building activity that occurred in 2024 including projects which received planning approval (units entitled), units which received a building permit (units permitted), and projects that were deemed complete (received a certificate of occupancy). The Sugar Pine Village project, which will include a total of

248 deed restricted low-income units (affordable units), completed construction for Phase 1A (68 units) and began preliminary site work for Phase 2A of construction which includes 60 affordable units.



Program 1-4 Using Local Incentives

In 2024, the City adopted an Ordinance amending South Lake Tahoe City Code for Accessory Dwelling Units (ADUs). Multiple new state laws regarding ADUs became effective on January 1, 2024, that require updates to City Code. 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 2024 and the preapproved ADU designs are projected to be completed in 2025. Staff identified the use of Permanent Local Housing Allocation (PLHA) Formula funds to be used.

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, and moderate-income families. In 2024, the City transferred nine City owned TRPA development rights for the construction of six ADUs and three multi-family dwelling units. As a condition of receiving a free development right, the nine new units are required to be deed-restricted to long-term housing.

Program 2-1 Pursue State and Federal Funds

In April 2024, the City received the ProHousing Designation from the State of California for their efforts to encourage development of housing at all income levels. This designation comes with funding incentives and additional resources to help speed 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 Department of Housing and Community Development (HCD). This includes the Prohousing Incentive Program (PIP), a grant program designed to accelerate affordable housing production and support preservation efforts. The City applied to receive PIP Round 3 funding in December 2024 to fund Phase 2B of the Sugar Pine Village affordable housing project.

Program 2-5 Student and Faculty Housing

Lake Tahoe Community College began construction of a 100-bed student dormitory. 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.

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 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 completion is expected in Fall 2025. The City is partnering with developers on a former Redevelopment site in the city and have initiated pre-development for the construction of 75 additional affordable housing rental units located at 3900 and 3908 Lake Tahoe Boulevard

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 TRPA Code of Ordinances Chapter 13 which allows the City to set alternate standards that differ from 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.

City staff has been part of the Tahoe Living Working Group since its founding in 2020, working with representatives from across the basin to address housing needs identified by the RHNA and local assessments. Staff has actively contributed to identifying housing challenges faced by the City and participated in meetings to develop solutions.

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 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 the project is still required to go through the TRPA environmental checklist process.

Program 2-9 Public Education

City staff held five quarterly Housing Community Office Hours meetings in 2024 throughout the community 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 Spring 2022 the City contracted BAE Urban Economics to conduct a local housing funding source feasibility analysis on eight different potential sources. The funding study was completed in January 2023 and was 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 Council on August 8, 2023, and staff was directed to draft an Inclusionary Housing Ordinance. This ordinance was adopted on November 21, 2023.

Program 2-15 Rental Assistance Program

In July 2024, the City launched and implemented the Rental Assistance Program (interest-free security deposit loans for city residents at 80% AMI or lower).

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 and to ensure that City residents are living in safe and decent housing. During 2024, the Development Services Department 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 134 site visits to multi-family properties (6 units or greater)
    - Multifamily units with pending corrections increased from 58 in 2023 to 62 in 2024

- SRO Unit Program Summary
    - City staff conducted 14 SRO site visits
    - The number of SRO units inspected corrections pending increased to 182 units in 2024.

- Overall, in 2024, the multi-family residential program increased the number of exceptional units from 1252 in 2023 to 1324 at the end of 2024, while the SRO program certified 175 regular units and maintained 59 exceptional units.

In order to address substandard housing conditions within the community, the City Council established a Housing Hotline. Consistent with all other years, in 2024, staff received many calls from tenants regarding security deposit disputes, parking concerns, rent increases inquiries, civil disputes, nuisances, evictions and substandard housing concerns. The Housing Division receives approximately 750 calls annually through the Housing Hotline. A substantial number of these calls are referred to other agencies for assistance such as Legal Services, El Dorado County Environment Management and Behavioral Health, City Code Enforcement, and the California Apartment Association. Additionally, a large number of complaints are resolved through mediation conducted by Housing Staff without escalated enforcement. However, approximately 30 complaints a year do result in City Inspection and prolonged enforcement, the process of which can extend for a series of months. No matter the type of complaint, the Housing Division staff investigates and addresses all substandard housing complains.

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

City staff applied to participate in the 2025 Enterprise California Public Sector Preservation Academy Cohort to build capacity for preservation and rehabilitation of affordable, multifamily dwelling properties.

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.

Program 3-9 Landlord/Tenant Matching Program - Lease to Locals

During 2024, the City continued their partnership with Landing Locals (rebranded as Placemates) to continue and expand the Lease to Locals 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, and again in Fall 2024. As of December 31, 2024, 129 people including children have been housed through this program.

Program 4-2 Employee Housing Act Compliance

City Council passed an ordinance directing employers to post signage in employee housing notifying tenants to contact the City for substandard housing issues which are then reported to HCD.

Program 5-1 Fair Housing

The City Attorney's office assisted with resolving illegal excessive rent increases for multifamily dwelling properties for 70 rental units across 3 properties.

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 2024 (*See Appendix A*). Each table is further described below if the table is relevant to the City of South Lake Tahoe.

- Table A includes submitted discretionary entitlement applications as well as submitted ministerial applications (building permits). The City received 50 applications for 204 dwelling units in 2024.

- Table A2 includes approved entitlements, issued residential building permits, and residential projects that were completed and received certificates of occupancy. In 2024 the City approved entitlements for 20 units, issued residential permits for 60 units, and completed permitting for 90 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 shortfall housing need and No Net Loss law.

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

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

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

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

- LEAP Reporting is an annual report on any Local Early Action Planning grant funds received by the jurisdiction.

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.

Goal HE-8: To ensure that Housing Element programs are implemented on a timely basis and progress of each program is monitored and evaluated annually.

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 2024, several significant transportation projects were completed. During 2025, there is or continued progress in the planning, design, and environmental clearance process for other projects, including:

1) Pioneer Trail Pedestrian Improvement Phase 2 (Construction 2025)
2) Upper Bijou Creek Stormwater and Drainage Project (Construction 2025)
3) Tahoe Valley Stormwater and Greenbelt Improvement Project – Phases 1 and 2 (Construction 2025)
4) Bijou Park Class 1 Bicycle Trail – Greenway Connector (Construction 2025)
5) Tata Lane/Sugar Pine Village Sidewalk Project (Design 2025)
6) Citywide ADA Transition Plan (Completed)
7) Dennis T. Machida Memorial Trail (CTC Greenway Phase 1C) (Planning 2025)
8) Pioneer Trail Highway Safety Improvement Project (Construction 2025)
9) Vision Zero Action Plan (Completed)
10) Stateline Avenue Complete Streets Project (Planning 2025)
11) Airport Master Plan
12) Annual Road Rehabilitation Contract (Annual Construction)
13) Lake Tahoe Blvd Bike Trail Upgrade Project (Completed)
14) Barton and Second Drainage and Roadway Improvements (Completed)
15) Lakeside/Harrison ADA Upgrade Project (Completed)
16) Ski Run Blvd Park ADA Upgrade (Completed)
17) Upper Bijou Creek Stormwater and Drainage Project (Construction 2025)

<u>Pioneer Trail Pedestrian Improvement Phase 2</u>

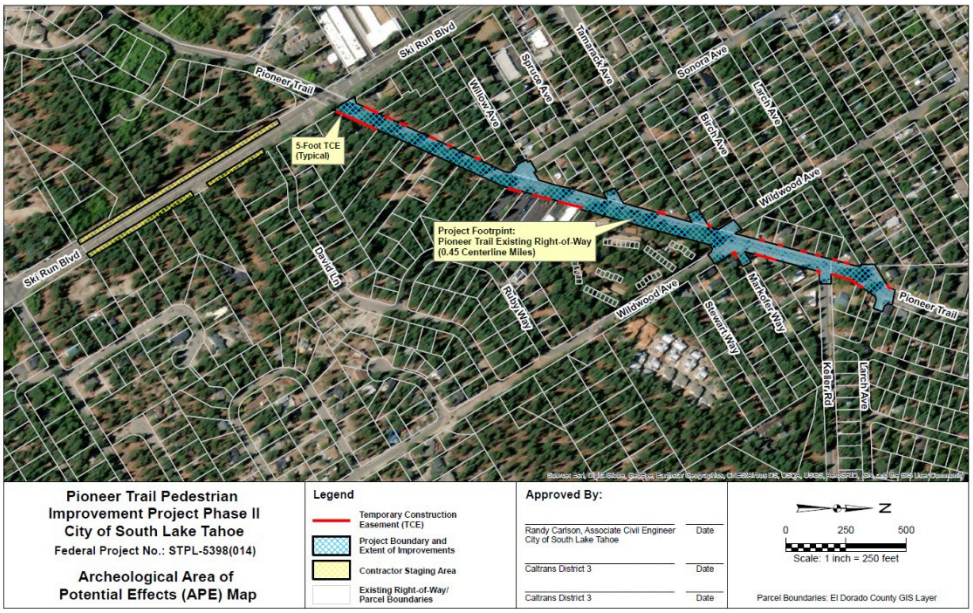
- *Status: Currently in the bidding phase, construction expected in summer of 2025*

The Pioneer Trail Pedestrian Improvement Project Phase 2 is located primarily between the intersections of Ski Run Blvd. 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 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.

Figure 5
Pioneer Trail Pedestrian Improvement Project – Phase II



<u>Upper Bijou Park Creek Watershed Restoration Project</u>

- *Status: Construction expected in summer of 2025*

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 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.

On September 26, 2023, the City Council authorized in closed session to negotiate the purchase of a drainage easement on 3740 Blackwood Road to support land acquisition needed to construct the Project, specifically the Rockwood to Blackwood Drainage Improvements and downstream SEZ Enhancement. On April 23, 2024, the City approved the at 3740 Blackwood Drive for a total amount of $117,780 will enable construction of a critical new storm drain pipe to replace failing

and inadequate pipes beneath the Heavenly Valley Mobile Home Park and install absent infrastructure along a segment of Blackwood Drive from Spruce Avenue to Pioneer Trail.

The Tahoe Valley Stormwater and Greenbelt Improvement Project

- *Status:*
  Phase 1: Planning and Design Complete, Implementation initiated in 2023, continued through 2024 construction season, and expected to be completed in 2025
  Phase 2: Planning and Design Complete, Construction contract awarded to contraction, Implementation
  expected to begin in 2025

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.

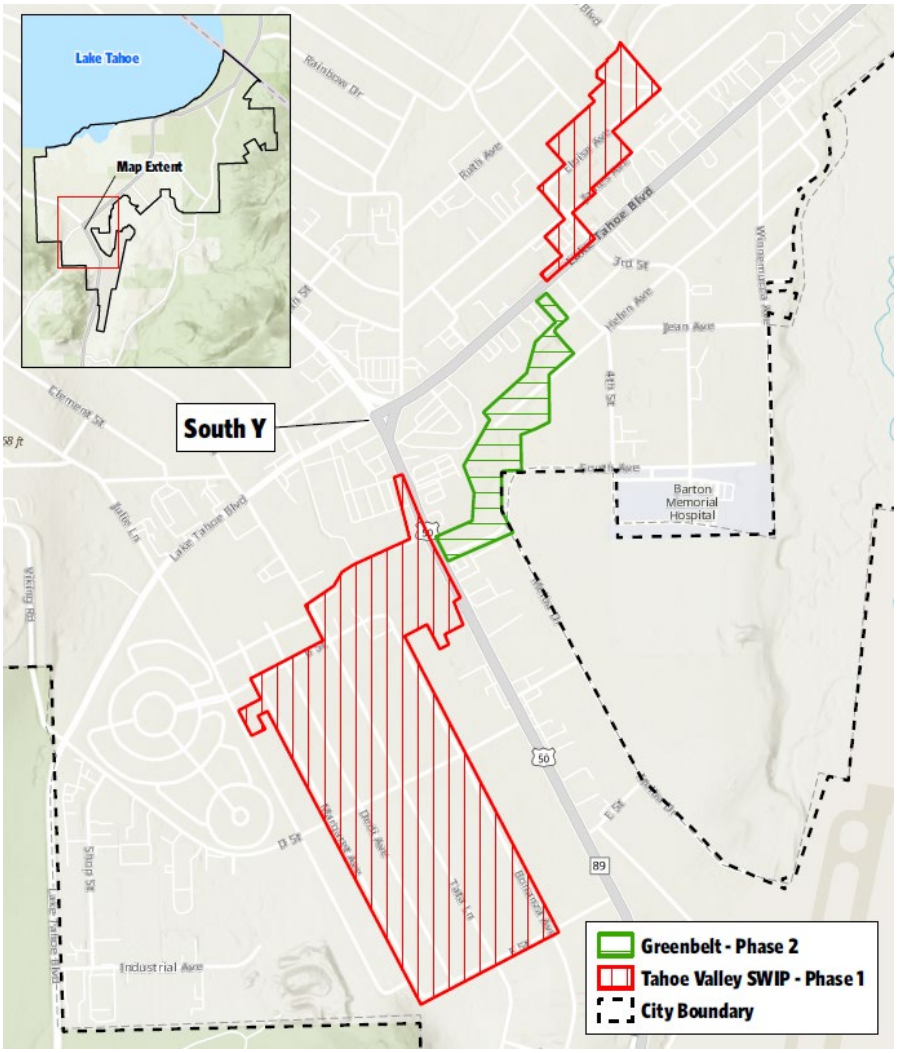
1. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd.
2. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway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

The Planning Commission adopted the CEQA and Mitigated Negative Declaration for the Tahoe Valley Stormwater and Greenbelt Improvement Project on May 9, 2019. The project TRPA and Lahontan permitting is completed and ready for construction of the project improvements.

Phase 1 of the project, approximately $7M, has been 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.

Figure 6

The 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, is fully funded as of 2024, including SWRCP 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.

<u>Bijou Park Class I Bicycle Trail – Greenway Connector</u>

- *Status: Currently in Planning and Design Phase. Construction expected in 2025*

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 Blvd & Al Tahoe Boulevard) with the CTC 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.

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 completion of Phase 2A of the affordable housing project and implement will follow thereafter.

Citywide ADA Transition Plan

- *Status: Annual Construction Project*

Headed by the City Risk Manager, the American with Disabilities Act (ADA) Transition Plan reached final stages of completion in 2023. During 2023 two public outreach meetings were held and surveys were widely distributed for community input. Bureau Veritas was contracted to perform an ADA compliance evaluation of the City's physical properties, public services, programs, communications practices, and employment practices. The ADA Transition plan begin implementation in summer 2024 and continue into 2025.

Dennis T. Machida Memorial Trail (CTC Greenway Phase 1C)

- *Status: Initial Planning and Discussions with Property Owners related to needed Easements for Trail Alignment*

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 the limits of Herbert Avenue to the limits of Ski Run Boulevard and Pioneer Trail. Other Class 1 trail alignments will be evaluated in this project area if the City is unable to obtain easements for the original alignment from private property owners. The City secured $800,000 of grant funds from the CTC in order to partially fund the planning phase of the project, which will include public outreach, site surveying of original alignment and acquisition work, if the original alignment can be achieved. CDM Smith has been contracted for the initial planning phase as described. Discussions with property owners are underway and the City is expected to know the availability of these lands and willingness by property owners to sell easements in the first quarter of 2025. From that point, the City will know whether the original alignment can be achieved or if the project will require changes to the design and the proposed alignment.

Pioneer Trail Highway Safety Improvement Project

- *Status: Currently bidding. Construction expected to begin and be completed in 2025 season.*

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 is expected to start construction May 1, 2025 and finish construction in June 2025.

Vision Zero

- *Final Report Approved by City Council January 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. measuring 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 available to achieve the goal of zero fatalities and severe injuries by the year 2035.

Stateline Avenue Complete Streets Project

- *Status: Conceptual Planning, Constraints Analysis and Circulation/Parking study*

This project seeks to rehabilitate Stateline Avenue to provide safer pedestrian and bicycle access and improved stormwater infrastructure. Lumos and Associates has been contracted for the 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.

Airport Master Plan

- *Status: Approved by City Council, Pending Presentation to Planning Committee*

In 2023, the City successfully secured grants from the Federal Aviation Administration (FAA) and Caltrans to update the Lake Tahoe Airport Master Plan (AMP). After receiving approval from the City Council, staff moved into the planning and development stages. A Planning Advisory Committee was established to provide feedback during the development of the Master Plan materials. In addition, a project website was established for community education and feedback, surveys were released to key stakeholders and a Community Open House was held on June 3, 2024.

On August 13, 2024, the City Council selected an alternative as the recommended alternative in the Airport Master Plan for the purpose of initiating environmental review. On November 19, 2024, the City Council approved the preferred alternative for the Lake Tahoe Airport Master Plan, authorizing staff to proceed with the development of the Airport Layout Plan (ALP).

The AMP's Capital Improvement Program (CIP) is structured into three phases to ensure that projects are managed effectively over time, with careful consideration of financial feasibility and

funding sources. The City is currently in Phase I (Short Term, 2024-2028), focused on immediate improvements that will enhance airport operations and meet regulatory and community needs.

In 2022 the City awarded a 5-Year Master Professional Services agreement for a maintenance project for the airport. In 2024, the City ratified Amendment 6 to make the effective start date of the 5-Year Master Professional Services January 22, 2024. The project will consist of the design, building, and construction of asphalt pavement maintenance through filling of cracks and an application of an asphalt-based surface treatment. The project is intended to extend the useful life of the airfield pavement section. The 5-Year Master Professional Services will be completed in 2029.

Annual Road Rehabilitation Project

- *Status: Annual contract, with construction implementation in the summer season*

The 2024 Road Rehab paved 7.84 lane miles of City roads with a 4" mill and overlay in the Heavenly and Gardener Mountain neighborhoods.

The 2025 Road Rehab is planned in the Herbert/Walkup neighborhood, following the STPUD project in 2024. Construction will begin in summer 2025.

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

Transportation and Circulation 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 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 to the logical and efficient extension and upgrading of services and facilities in South Lake Tahoe.

Recreation and Aquatic Center Project– In May 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 to open in early 2026.

Clean Energy Projects – In 2024 the City deployed 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 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, possibly extending into 2026. The entitlement for South Tahoe Public Utility District (STPUD) solar farm was issued in 2023 and received a building permit in 2024, to begin construction.

3-Cart Waste Management – City worked with South Tahoe Refuse to implement a SB 1383-mandated 3-cart waste management system across city residential and commercial accounts. 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 also worked to onboard all local schools to food waste diversion programs with in-classroom education on the positive climate outcomes of composting food waste.

Energy efficiency – Liberty Utilities took a positive step forward in securing federal funding toward advanced metering infrastructure, which will help bring greater transparency into electricity usage which will help toward resiliency goals, emergency management, as well as conservation program development. On January 9, 2024, the City authorized to submit grant applications to the Tahoe Fund for charging infrastructure for microtransit and Police Department electric vehicle pilot program. On August 13, 2024, City Council passed resolution 2024-079 authorizing funding for the structural engineering and design services toward the implementation of electrical cabinet upgrades and electrical vehicle charging infrastructure in a contract with EV Range.

Fire Station 3 - In 2023, the City initiated an evaluation of design options for the reconstruction of Fire Station 3. Throughout 2024, the city has continued to evaluate potential design options, as well as preliminary investigations into potential building sites.

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

Public/Quasi-Public Facilities and Services Element

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 public 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 the 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.

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.

Recreation Complex Expanded Services – During 2024 the Recreation Division is now offering a long list of programming including: Mini Mountain Movers, Storytime with a Mermaid, Accessible Yoga, Every Body Yoga, Kiddo Yoga, Baby & Me Yoga, Line Dancing, and Silver Striders Walking Club. New youth sports offerings included a basketball league, NFL Flag Football, Sierra Spirit, First Tee Golf Lessons, and a volleyball league. Programs were created based on feedback received from a New Recreation Programs survey in which the Department received over 800 responses on programming the community would like to see for the new Recreation and Aquatics Center.

Aquatics offered swim lessons year-round with 340 participants over the summer months and 80 participants during the Fall. The pool currently has lifeguards staffed to a sufficient level to offer regular programming and will continue to ramp up staffing levels to prepare for the new Recreation and Aquatics Center.

Parks & Recreation have begun a new emphasis on marketing programming, events and services by launching the Department's own social media presence on Facebook and Instagram as well as publishing the first program guide, SLT at Play, since 2014.

Operating hours have been extended for the Rec Center in the evenings.

Recreation and Aquatic Center Project– In January 2023 City Council discussed re-bidding for construction of the Recreation and Aquatics Center and in March executed amendments to two Professional Services Agreements regarding preconstruction of the facility and architectural and engineering design. A contract was awarded for Phase 2, vertical construction, of the project and began work in May 2024. Currently the project is on track to open doors in early 2026.

Community Parks– Ski Run Park opened to the community in Summer 2024 and the park has been well utilized by the community. Funding for renovation of the basketball courts changing them into a street style skate park at Bijou Community Park was approved. Construction of the skate park renovations will begin in May 2025. Staff are working on implementing Phase I of the Regan Beach Landing project and have submitted a grant application to begin planning and environmental work to begin this phase of the project. New, upgraded water bottle refill stations were installed at Regan Beach, Lakeview Commons, Lakeview Boat ramp, Little League Fields, Community Playfields, and Bijou Park.

Ice Arena – 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 see higher energy efficiency and resiliency toward uninterrupted operations for the community.

Public Art Installation– In 2021, the City Council approved $100,000 earmarked American Rescue Plan Act (ARPA) funds to go towards 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 U.S. 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 anticipated interactive sculpture project installation is May 2025. The ACTs commission has issued 16 Publicly Visible Art permits in 2024.

In 2022, the City initially entered into a Memorandum of Understanding (MOU) with the Lake Tahoe Unified School District (LTUSD) to receive pass-through grant funds awarded to LTUSD Strong Workforce Program Grant (Grant Award) to provide work-based learning opportunities. On April 23, 2024, the City agreed to enter into a new MOU with LTUSD to allow the City to use the remailing funds up to $21,000 to support the salary of a Park Ranger Coordinator from January 1, 2024, through May 30, 2024 before the Grant Award Term expires.

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 and wildfires and earthquakes as well as hazards from airplane operations. The Health and Safety Element also includes emergency response and disaster preparedness.

During 2024 several projects and actions were taken to address the Health and Safety Element including the following:

- In 2024, the Police Department has competed a Citywide radio system upgrade to comply with DOJ requirements and protect Criminal Justice Information (CJI) and Personal Identifiable Information (PII) initiated in 2023. On April 23, 2024, City Council authorized the transfer of surplus Police radios to the El Dorado Sheriff's Office at no cost to enhance interagency communication and interoperability.

- 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 2024 and received confirmation of the awarding of funds in October of 2024. The City Council passed a resolution authorizing the grant fund of $45,000 to be utilized for enforcement efforts included but not limited to DUIs, seatbelt usage, distracted driving, motorcycle, bicycle, and pedestrian safety issues.

- In August of 2024, City Council passed a motion authorizing a Professional Service Agreement with the California Tahoe Emergency Services Operations Authority for emergency medical dispatch and support services for ambulance emergency response commencing September 1, 2024 and ending August 31, 2029.

- In February of 2024, the City authorized the Fire Chief to apply for assistance to Firefighter Grant in the amount of $687,245 for self-contained breathing apparatus replacement and upgrade.

- Lake Valley Fire Protection District has been awarded a grant from the California Tahoe Conservancy in the amount of $3,302,500 for capacity planning projects. These projects are located within the south shore directly helping to reduce fuels and planning future fuels reduction projects. As a sub-recipient, the City Fire Department will provide professional services related to the Project and the administration of the Project Funds. In February of 2024, City Council passed Resolution 2024-026 authorizing the sub-recipient agreement.

- On June 18, 2024, the City passed an ordinance amending Chapter 5.30 (Hazardous Vegetation and Defensible Space) to establish a vegetation management and defensible space requirement. The goal is to reduce hazardous accumulation of weeds, grasses, vegetation and other combustible materials to reduce the risk of fire hazards.

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 that incidences and disasters in order to minimize loss of life, major injury, and loss of property.

Goal HS-2: To provide minimize [sic] 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 noise exposure.

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, as well as 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 2024 several actions were taken to further the implementation of the Climate Action Plan including the following:

- City staff procured a contract with a vendor to provide electric vehicle chargers and backend management platform support, and operations and maintenance with guaranteed pricing for 10 years.

- City staff procured electrical engineer design contract services to design six city fleet EV charging stations, including sites for electric Lake Link vehicles to charge. The City has partnered with South Shore Transit Management Association to support micro-transit to complement regional bus service. Once charging infrastructure is in place, Lake Link has committed to procuring EVs. Other sites are designed to support charging of vehicles for various departments: Public Works, Parks and Recreation, Police, and Development Services.

- A contract for leasing public parking spaces to Tesla was secured in 2023. Implementation was delayed in 2024 due to Tesla internal restructuring, but permitting is complete and installation of 12 supercharger station ports is planned for 2025.

- Plans were finalized for 14 charging spaces for the Bellamy Garage, with installation planned for 2025. Plans for six charging ports at the new Recreation and Aquatics Center were finalized in 2024, for installation in 2025 and a grand opening in January 2026.

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.

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 includes proposed land use, economic development, transportation, and housing actions for the City's different neighborhoods. The list of priorities for neighborhood improvements was created based on features identified by residents and stakeholders that were missing from 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). The following provides a summary of the actions taken in 2024 for the ongoing neighborhood priority lists:

- Ski Run Park – Ski Run Park opened to the community in summer 2024 and has since been actively enjoyed by residents and visitors.

- Airport – Phase I of the Airport Master Plan will focus on immediate improvements that will enhance airport operations.

- Bijou Park – Phase II of the Pioneer Trail Pedestrian Improvement Project will address the priorities of pedestrian and bicyclist safety and connectivity. The Mid-Town Area Plan identifies the park as a central focus in its policies and goals for the future development of the area.

- Sierra Tract – A priority of the Sierra Tract is to provide better transit service through the neighborhood. The Lake Link microtransit service has expanded into the Sierra Tract neighborhood following additional funding approved by the City Council in late 2023.

APPENDIX A

CITY OF SOUTH LAKE TAHOE HOUSING ELEMENT ANNUAL PROGRESS REPORT

CALENDAR YEAR 2024

Jurisdiction	South Lake Tahoe	
Reporting Year	2024	(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	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5							6	7	8	9	10		11	12	13
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)	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.	Did the housing development application seek incentives or concessions pursuant to Government Code section 659157	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								36	0	96	0	2	0	70	204	82	0						
	2732113100	3631 SPRUCE AVE # B		24010065	ADU	R	1/17/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	3112212100	2621 ELWOOD AVE # B		24020085	ADU	R	2/22/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	3118115100	1168 STOCKTON AVE		24020112	ADU	R	2/29/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2351207100	852 CLEMENT ST		24050199	ADU	R	5/24/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2365512100	824 HAZEL DR		24050212	ADU	R	5/29/2024					1			1	1		NONE	No	N/A	Approved	Ministerial	
	2626101100	940 CAVE ROCK AVE		24060100	ADU	R	6/20/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2937121100	3685 PRIMROSE RD		24070180	SFD	R	7/29/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2934102100	1057 FERN RD # D		24080051	ADU	R	8/9/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2937121100	3687 PRIMROSE RD		24080052	ADU	R	8/9/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2363213100	827 GARDNER ST		24080139	ADU	R	8/22/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2918133100	3835 FOREST AVE		24090110	ADU	R	9/18/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2939120100	3676 ROCKY POINT RD		24100128	ADU	R	10/25/2024					1			1			NONE	No	N/A	Pending	Ministerial	
	2555413100	3560 RALPH DR		24110048	ADU	R	11/14/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2934103100	1065 FERN RD # D		24120047	ADU	R	12/11/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2944104100	3794 MONTREAL RD # B	HVR Multifamily	24010031	2 to 4	O	1/8/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	
	2944104100	3794 MONTREAL RD # C	HVR Multifamily	24010032	2 to 4	O	1/8/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	
	2944104100	3794 MONTREAL RD # D	HVR Multifamily	24010033	2 to 4	O	1/8/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	
	3229128100	1888 LAKE TAHOE BLVD # C	Sugarpine Village	24050003	5+	R	5/1/2024			30					30	30		NONE	No	N/A	Pending	Discretionary	
	3229128100	1888 LAKE TAHOE BLVD # E	Sugarpine Village	24050004	5+	R	5/1/2024			30					30	30		NONE	No	N/A	Pending	Discretionary	
	2610405100	3054 FRESNO AVE # B		24050042	2 to 4	R	5/7/2024							2	2	2		NONE	No	N/A	Pending	Ministerial	
	3219110100	1150 MELBA DR # A1	Ruelas Remodel/ Addition (#24-085)	24050053	2 to 4	R	5/8/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	
	3219110100	1150 MELBA DR # A2	Ruelas Remodel/ Addition (#24-085)	24050131	2 to 4	R	5/16/2024							1	1	1		NONE	No	N/A	Approved	Discretionary	
	3219110100	1150 MELBA DR # B1	Ruelas Remodel/ Addition (#24-085)	24050132	2 to 4	R	5/16/2024							1	1			NONE	No	N/A	Approved	Discretionary	
	3219110100	1150 MELBA DR # B2	Ruelas Remodel/ Addition (#24-085)	24050133	2 to 4	R	5/16/2024							1	1			NONE	No	N/A	Approved	Discretionary	
	3228216100	1247 MARGARET AVE		24050006	SFD	O	5/1/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2219213100	2076 TRAVERSE CT		24050090	SFD	O	5/13/2024							1	1			NONE	No	N/A	Approved	Ministerial	
	2363308100	849 TAYLOR WAY		24050106	SFD	O	5/14/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2528218100	3785 WOODBINE RD		24020084	SFD	O	2/22/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	3121502100	2502 FOUNTAIN AVE		24020096	SFD	O	2/26/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	

	3125602100	960 RUBICON TER		24040005	SFD	O	4/1/2024							1	1	1		NONE	No	N/A	Approved	Ministerial	
	2205130100	2183 MONTEREY DR		24040140	SFD	O	4/26/2024							1	1			NONE	No	N/A	Approved	Ministerial	
	3119410100	2619 ALMA AVE		24050188	SFD	O	5/24/2024							1	1			NONE	No	N/A	Approved	Ministerial	
	3228319100	1259 DEDI AVE		24050189	SFD	O	5/24/2024							1	1			NONE	No	N/A	Approved	Ministerial	
	2522308100	1369 SUSIE LAKE RD		24050230	SFD	O	5/31/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2369314100	603 GARDNER ST		24060031	SFD	O	6/7/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2240202100	2177 WHITE SANDS DR		24060087	SFD	O	6/18/2024							1	1			NONE	No	N/A	Approved	Ministerial	
	2713201100	3712 FOREST AVE		24070184	SFD	O	7/30/2024							1	1			NONE	No	N/A	Approved	Ministerial	
	3215209100	1282 BONANZA AVE		24080087	SFD	O	8/15/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2206154100	2164 BALBOA DR		24080112	SFD	O	8/19/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	23162016	767 GLORENE AVE		24090071	SFD	O	9/13/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2910123100	3779 BEACH RD		24090120	SFD	O	9/19/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2537418100	3351 MT ROSE RD		24100039	SFD	O	10/7/2024							1	1			NONE	No	N/A	Approved	Ministerial	
	2539511100	3370 JANET DR		24100157	SFD	O	10/31/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2910605100	3781 AZURE AVE		24110024	SFD	O	11/6/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	2909532100	3924 PINE RD		24110090	SFD	O	11/25/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	3227508100	1084 DEDI AVE		24120016	SFD	O	12/4/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	29170002	3900 and 3908 LAKE TAHOE BLVD.	3900 Lake Tahoe Blvd. Affordable Housing Project	#24-173	5+	R	11/19/2024	36		36				3	75			NONE	Yes	N/A	Pending	Discretionary	APN: 29170001 SB-35 + SB330
	27155002	1169 SKI RUN BLVD.	Taiga Redevelopment	#24-129	5+	O	8/30/2024							6	6			NONE	No	No	Pending	Ministerial	
	23182029	900 EMERALD BAY RD	Emerald Bay Mixed-Use	#24-030	2 to 4	R	3/13/2024							4	4			NONE	No	No	Pending	Discretionary	
	3125819100	2625 Lake Tahoe Blvd.	Muller Redevelopment	#23-050	2 to 4	R	3/25/2024							2	2			NONE	No	No	Approved	Discretionary	
	28720007	3794 MONTREAL ROAD	HVR Multifamily Phase 2	#24-107	5+	O	7/8/2024							12	12			NONE	No	No	Approved	Discretionary	2 Units deed restricted to 1

Jurisdiction	South Lake Tahoe
Reporting Year	2024
Reporting Period	1/1/2024 - 12/31/2024

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A7

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	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		Demolished/Destroyed Units			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,2-4,5+,ADU,MH)	Tenure R=Renter O=Owner	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	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	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 Issued Date of Certificate (see instructions) Date Issued	# of Units Issued Certificates of Occupancy or Other Forms of Readiness	How many of the units were Extremely Low Income?	Please select the date streamlining approval for this project was APPROVED (entered in "yyyy" format multiple)	SB35 Under? YES	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, describe how it was healthy determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) If affordable is perpetually, enter "1000"	Number of Demolished/Destroyed Units	Demolished or 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 (Including Parking Reductions, Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Including Parking Reductions, Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
Summary Row: Sum of Date Entry Made							0	0	0	0	0	0	10		10	0	0	0	0	0	0	124		201	0	0	165	0	0	0	114		44		0					51								
	2560012100	925 HAZEL DR		2609032112	ADU	R									0								8/26/2024	0												NONE	Y												Deed restricted as a TRPA Bonus Unit.
	2752113100	3931 APPLEGATE AVE #B		2610100900	ADU	R									0								9/9/2024	0								1	10/30/2024	1		NONE	Y												
	4712121300	3931 ALMONDO AVE #B		2602200900	ADU	R									0							1	9/9/2024	1										0		NONE	Y												
	5175115100	1348 STONEGATE AVE		2602011112	ADU	R									0							1	6/19/2024	1										0		NONE	Y												
	5301207100	862 CLAIREMONT ST		2606021100	ADU	R									0							1	10/7/2024	1										0		NONE	Y												
	2972007	3750 SOUTH SHORE	HVR Multifamily Phase 2	2016-107	5+	O							12	8/19/2024	0									0										0		NONE	Y												0 Units deed restricted as TRPA achievable units
	2609101100	3931 CATALINA BOOK AVE		2606021100	ADU	R									0							1	7/31/2024	1										0		NONE	Y												
	2550102100	1357 PEARL RD # B		2608035101	ADU	R									0							1	12/11/2024	1										0		NONE	Y												
	2557121100	3847 PINERIDGE RD		2608035052	ADU	R									0							1	10/7/2024	1										0		NONE	Y												
	2360211100	937 SAUNDERS AVE		2608021109	ADU	R									0							1	9/30/2024	1										0		NONE	Y												
	5650400100	3350 FRESNO AVE # B		2609035032	2 to 4	R									0							1	7/31/2024	1										0		NONE	Y												
	2350021100	1357 WILLARD AVE		2203100044	ADU	R									0									0								8/7/2024	1		NONE	Y												
	2731330100	1348 SEQUOIA AVE		2210100002	ADU	R									0									0								9/31/2024	1		NONE	Y												
	2731500100	1349 LONG VISTA AVE		2206100005	ADU	R									0									0								8/13/2024	1		NONE	Y												
	2554102100	1357 PEARL RD # A		2202021117	ADU	R									0							1	8/9/2024	1										0		NONE	Y												
	2735401100	3350 TRAHERNES DR		2212021110	ADU	R									0							1	10/3/2024	1										0		NONE	Y												
	5202102100	3360 EMERALD BAY DR	Corbett Flat/Pine 2016-2021	1912021103	2 to 4	R									0						2	2	3/27/2024	4										0		NONE	Y	Other	Other	N/A	1000								Deed restricted as a TRPA Bonus Unit.
	5650400100	3350 FRESNO AVE # A		2212100036	2 to 4	R									0							1	7/31/2024	1										0		NONE	Y												
	2757232100	3708 LAKE TAHOE BLVD	Multi-Family - Residential (MF-RES)	2212100036	5+	R									0							16	6/13/2024	16										0		NONE	Y												
	2554102100	1357 PEARL RD # A		2203100001	2 to 4	R									0							1	8/9/2024	1										0		NONE	Y												
	2554102100	1357 PEARL RD # B		2203100002	2 to 4	R									0							1	8/9/2024	1										0		NONE	Y												
	2554102100	1357 PEARL RD # C		2203100114	2 to 4	R									0							1	8/9/2024	1										0		NONE	Y												
	5350401100	3377 MAULDERS DR		2206021108	2 to 4	R									0									0							2	8/26/2024	2		NONE	Y												
	2560102100	3750 MONTREAL RD # A	HVR Multifamily	2602102031	2 to 4	O									0							1	1/8/2024	1										0		NONE	Y												
	2560102100	3750 MONTREAL RD # B	HVR Multifamily	2602102032	2 to 4	O									0							1	1/8/2024	1										0		NONE	Y												
	2560102100	3750 MONTREAL RD # D	HVR Multifamily	2602102033	2 to 4	O									0							1	1/8/2024	1										0		NONE	Y												
	5650400100	3350 FRESNO AVE # B		2609035032	2 to 4	R									0							1	7/31/2024	1										0		NONE	Y												
	5270113100	1749 MISLIBA DRIVE A1	Avalon Renovation Addition-2016-0065	2609035053	2 to 4	R								8/22/2024	0							1	8/28/2024	1										0		NONE	Y					1	Demolished	R						
	5270113100	1749 MISLIBA DRIVE A2	Avalon Renovation Addition-2016-0065	2609035131	2 to 4	R								8/22/2024	0							1	8/28/2024	1										0		NONE	Y					1	Demolished	R						
	5270113100	1749 MISLIBA DRIVE B1	Avalon Renovation Addition-2016-0065	2609035132	2 to 4	R								8/22/2024	0							1	8/28/2024	1										0		NONE	Y												
	5270113100	1749 MISLIBA DRIVE B2	Avalon Renovation Addition-2016-0065	2609035133	2 to 4	R								8/22/2024	0							1	8/28/2024	1										0		NONE	Y												
	2552102100	3812 HAZELNUT ABC		2609035034	SFD	O									0									0							1	7/1/2024	1		NONE	Y												
	2360421100	1151 PINE TRAILS DR		2102021101	SFD	O									0									0							1	11/1/2024	1		NONE	Y												
	2610102100	1335 LOS ANGELES		2110021100	SFD	O									0									0							1	7/31/2024	1		NONE	Y					1	Demolished	O						
	2529102100	1358 ORLANDO LANE RD		2104021100	SFD	O									0									0							1	2/12/2024	1		NONE	Y												
	2609112100	3115 LAKE RD		2106021112	SFD	O									0									0							1	8/2/2024	1		NONE	Y												
	5154112100	2768 SPRINGWOOD DR		2201100119	SFD	O									0									0							1	10/31/2024	1		NONE	Y												
	2602903100	3115 HOWARD RD		2202200024	SFD	O									0									0							1	11/27/2024	1		NONE	Y												
	2550102100	1357 ALDER RD		2202200172	SFD	O									0									0							1	3/28/2024	1		NONE	Y												
	2560102100	1357 PEARL RD # C		2608035112	SFD	O									0									0							1	2/12/2024	1		NONE	Y												
	2250101100	1335 ALBUQUERQUE		2202100027	SFD	O									0									0							1	12/20/2024	1		NONE	Y					1	Demolished	O						
	2560202100	3957 CEDAR RD		2210100115	SFD	O									0									0							1	11/22/2024	1		NONE	Y												
	2529100100	1335 ORLANDO AVE		2210100129	SFD	O									0							1	6/19/2024	1										0		NONE	Y					1	Demolished	O						
	2360402100	1337 TAHOE SILVER DR		2210100164	SFD	O									0									0							1	5/28/2024	1		NONE	Y												
	4112200100	1370 RENO AVE		2211100065	SFD	O									0							1	8/21/2024	1										0		NONE	Y												
	5170120100	1747 DEL MAR ST		2204100067	SFD	O									0									0							1	6/24/2024	1		NONE	Y					1	Demolished	O						
	2550102100	1358 JAMES AVE		2202021100	SFD	O									0									0							1	8/30/2024	1		NONE	Y												
	2371401100	3750 SOUTH SHORE AVE		2211100020	SFD	O									0							1	8/12/2024	1										0		NONE	Y												
	2612410100	1333 BOXBURY		2211100096	SFD	O									0							1	8/12/2024	1										0		NONE	Y												
	2602111100	3747 LAKEVIEW AVE		2211021101	SFD	O									0							1	3/29/2024	1										0		NONE	Y					1	Demolished	O						
	5120202100	2875 SALLEN ST		2212200011	SFD	O									0							1	8/22/2024	1										0		NONE	Y												
	2529210100	1733 SOUTHWOOD RD		2602200064	SFD	O									0							1	9/11/2024	1										0		NONE	Y												
	5121102100	2802 FOUNTAIN AVE		2602200096	SFD	O									0							1	4/29/2024	1										0		NONE	Y												
	4120402100	960 SEQUOIA AVE		2604200005	SFD	O									0							1	8/19/2024	1										0		NONE	Y												
	2250120100	2743 MONTREY AVE		2604021100	SFD	O									0							1	10/9/2024	1										0		NONE	Y					1	Demolished	O						
	2229210100	1337 MARQUETTE AVE		2605000006	SFD	O									0							1	4/9/2024	1										0		NONE	Y					1	Demolished	O						
	2375213100	1349 TAHOE VIEW		2606000090	SFD	O									0							1	9/20/2024	1										0		NONE	Y												
	2360308100	1335 TAYLOR WAY		2606021106	SFD	O									0							1	4/17/2024	1										0		NONE	Y												
	5170410100	2875 ALBA AVE		2606021108	SFD	O									0							1	8/23/2024	1										0		NONE	Y												
	4229210100	1335 DEGO AVE		2606021189	SFD	O									0							1	9/21/2024	1										0		NONE	Y												
	2260202100	2777 WARREN ANDER DR		2606000007	SFD	O									0							1	9/12/2024	1										0		NONE	Y					1	Demolished	O						
	2711201100	3712 FLORENTINE		2607021106	SFD	O									0							1	12/9/2024	1										0		NONE	Y					1	Demolished	O						
	2529200100	1335 PENINSULA RD		2610000071	SFD	O									0									0							1	11/20/2024	1		NONE	Y												
	2557121100	3855 PINERIDGE RD		2620021180	SFD	O									0							1	10/7/2024	1										0		NONE	Y												
	32221003	1359 Eight-Unit Residential Project	Eight-Unit Residential Project	2023-014	5+	R							8	9/16/2024	0									0										0		NONE	Y												
	5150401100	3835 LAKE TAHOE BLVD	Mueller Redevelopment Project (B23-042)	2603021123	2 to 4	R									0							2	9/29/2024	2										0		NONE	Y												
	4229131100	1337 Tata Lo #A	Sugarpine Village	2004-023	5+	R									0									0			9					10/18/2024	8		NONE	Y	80	Other	N/A	1000								LMHC, BE, PLHA, LOMD
	4229131100	1339 Tata Lo #B	Sugarpine Village	2006-094	5+	R									0									0			30					10/18/2024	30		NONE	Y	80	Other	N/A	1000								LMHC, BE, PLHA, LOMD
	2004-025	1368 Lake Tahoe Blvd.	Sugarpine Village	2004-025	5+	R									0									0			30					10/18/2024	30		NONE	Y	80	Other	N/A	1000								LMHC, BE, PLHA, LOMD

Jurisdiction	South Lake Tahoe	
Reporting Year	2024	(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 RHNA Allocation by Income Level	Projection Period - 12/31/2021-06/29/2022	2 2022	2023	2024	2025	2026	2027				3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
Very Low	Deed Restricted	70	-	-	-	-	-	-	-	-	-	-	-	70
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	50	-	68	61	-	-	-	-	-	-	-	129	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	42	-	-	-	2	-	-	-	-	-	-	2	40
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		127	-	23	44	58	-	-	-	-	-	-	125	2
Total RHNA		289												
Total Units			-	91	105	60	-	-	-	-	-	-	256	112

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5 Extremely low-Income Need		2022	2023	2024	2025	2026	2027				6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*	35		-	-	-	-	-	-	-	-	-	-	35

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

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.
Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).
Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.
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.

VLI Deed Restricted
VLI Non Deed Restricted
LI Deed Restricted
LI Non Deed Restricted
MI Deed Restricted
MI Non Deed Restricted
Above Mod Income

Jurisdiction	South Lake Tahoe	
Reporting Year	2024	(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																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	South Lake Tahoe	
Reporting Year	2024	(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
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
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.	Initial website updates by 2023 and review opportunities for additional incentives annually after	The City adopted updates to two area plans in December 2024 and the anticipated adoption for the Mid-Town Area Plan is winter 2025.
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.	By September 2023 and annually after that	The City continues to identify substandard and undertilized parcels and will make this information available to the public.

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: 1) Encouraging affordable housing developers to unbundle parking and rent parking spaces separately from the units. 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.	Ongoing, as projects are processed through the planning division	The City continues to research best past practices and incorporated theses measures in the Tourist Core and Tahoe Valley Area Plan updates and will incorporate updates in the Mid-Town Area Plan.
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. 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.	Create informational handout and website updates by 2023. Conduct outreach to local developers at least annually. Add this program to the City's efforts to work with TRPA by September 2022. See Program 2-8 for timing objectives regarding Basin-wide regulation amendments.	An ADU guidebook was created and housing development incentives were published on the City website and made available to describe development process (November 2022). City sent a letter of support to TRPA to apply for the REAP 2.0 Higher Impact Transformation to align TRPA regional policy to comply with state housing law (December 2022). Development Incentives were also published on the City's website (December 2022). A program for pre-approved ADU plans was approved by Council in 2024 with anticipated completion of the plans by Fall 2025.

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.	Ongoing; Updated as needed	An ADU guidebook was created and housing development incentives were published on the City website and made available to describe development process (November 2022). City sent a letter of support to TRPA to apply for the REAP 2.0 Higher Impact Transformation to align TRPA regional policy to comply with state housing law (December 2022). Development Incentives were also published on the City's website (December 2022). A program for pre-approved ADU plans was approved by Council in 2024 with anticipated completion of the plans by Fall 2025.
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.	If possible, within the TRPA regulatory framework, the City will make amendments to City regulations by 2023. The City will work with TRPA with a goal of amendments to TRPA regulations by 2025. Add this program to the TRPA workplan by September 2022. See Program 2-8 for timing objectives regarding Basin-wide regulation amendments.	Amendment of the Residential Plan Area Statements was approved in December 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.
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: 1) Continue to discuss consolidation opportunities with property owners of adjacent parcels identified in Appendix A. This incentive is currently in place; 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; 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.	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.	Not started yet.
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.	Meet annually as part of the development of the Housing Element Annual Report to HCD.	February 25th, 2025 Planning Commission will serve as APR and public meeting on housing element progress.

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.	Ongoing, as projects are processed through the Planning Division. Contact developers annually to inform them of City assistance options.	The City has partnered with Related CA and St. Joseph Community Land Trust for the development of Sugar Pine Village for 248 units of low income housing (30% - 80% AMI). Phase 1 (68 units) was completed in Fall 2024. Phase 2 (60 units) will be completed in Fall 2025. The City has also provided land for the three moderate income homes St. Joseph Community Land Trust developed. Additionally, the City has partnered with Novin Development to initiate the predevelopment of a 75 unit Affordable Housing Project located at 3900 and 3908 Lake Tahoe Boulevard.
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.	Establish program by September 2023 and ongoing	The City issued a RFP in winter 2023 and did not receive any responses to the RFP to administer a homebuyer assistance program. City staff are working to get more funding to administer a more robust program that also supports people with high housing costs that are currently out of reach.
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.	Meet with TRPA staff at least annually to work on the items in this program with the goal of achieving some of them every year during the planning period. In addition, meet with the Housing & Community Revitalization Working Group quarterly and the TRPA Governing Board and the TRPA Advisory Planning Commission monthly to advance the components of this program.	The City sent a letter of support to TRPA to apply for the REAP 2.0 Higher Impact Transformation to align TRPA regional policy to comply with state housing law (December 2022). 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.

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.	Ongoing	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 five quarterly Housing Community Office Hours meetings in 2024 throughout the community to foster relationships, discuss programs and hear challenges and solutions from the community.
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.	2022	Completed in 2022
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: 1) Developers build affordable workforce housing units. 2) Developers contribute land for the production of affordable and/or workforce housing. 3) Developers pay an in-lieu fee into the housing fund to help finance the production of affordable and/or workforce housing. 4) The City will consider offering incentives to developers participating in the program.	Complete feasibility study in September 2022; Adopt linkage ordinance by September 2023	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. In November 2023, the Inclusionary Housing Ordinance was implemented.

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.	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.	The City applied in Fall 2024 to the HUD Prohousing grant program to implement a rehabilitation loan program. The City will be notified in winter 2025 if they receive the grant.
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.	Ongoing	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.
Program 3-3 Mobile Home Parks Ordinances	The City shall modify the mobile home parks ordinances to: - 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.). - Require mitigation of housing loss associated with mobile home park conversions and/or demolitions.	25-Sep	Not started yet.

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. 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. 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. 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.	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis—particularly at the time of change of ownership. Track through the Annual Report to HCD.	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.
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.	Ongoing. Outreach to eligible households in lower resource parts of the City found in violation of City codes will be conducted by the end of 2022.	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.

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. This requirement applies to: - Non-vacant sites - Vacant sites with previous residential uses that have been vacated or demolished	Ongoing, the replacement requirement will be implemented immediately and applied as applications on identified sites are received and processed.	There have been no demolitions of housing units on sites identified in the sites invenory.
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.	Monitor impacts resulting from vacation home rental moratorium and summarize in report to City Council by end of 2023.	The City continues to implement Measure T and enforce violations of the vacation home rental ordinance. The City has contracted with the Tahoe Prosperity Center to conduct monitoring and reporting on the affects of Measure T on housing availability.
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.	Establish program by September 2024; Ongoing communication with organizations, employers, and service providers that could administer program, with contact at least once per year. If the program is not established by September 2024, the City will continue to pursue program establishment every year during the planning period.	The City applied in Fall 2024 to the HUD Prohousing grant program to implement a rehabilitation loan program. The City will be notified in winter 2025.

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.	Ongoing. Marketing will be conducted by the end of 2022.	Lease to Locals Program began implementation in Winter 2022, was expanded in Summer 2022 with additional funding, and extended again in Fall 2024 with existing funds. As of December 31, 2024, 129 people have been housed.
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: - Codifying regulations for mobile home park conversions. - 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. - Reviewing City regulations for new and enlarged mobile home parks to consider adding design, fencing, and amenity requirements and requiring an affordability assessment. - Conducting an inventory of mobile home parks to identify those that are most desirable or feasible for long-term preservation. - Work with HCD Mobilehome and Special Occupancy Parks Program to gather and maintain data on resident complaints, inspections and code violations. - Targeting mobile home parks for park-wide infrastructure improvements or select coach rehabilitation or replacement.	Ongoing; conduct inventory by 2024	Not started yet.

Program 4-1 Reasonable Accomodation 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.	The City shall adopt a reasonable accommodation ordinance and create a public information brochure on reasonable accommodation and provide that information on the City's website by September 2023. Add this program to the TRPA workplan by September 2022. See Program 2-8 for timing objectives regarding Basin-wide regulation amendments.	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. 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.
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.	If possible, within the TRPA regulatory framework, the City will make amendments to City regulations by 2023. Add this program to the City's workplan to coordinate with TRPA by September 2022. See Program 2-8 for timing objectives regarding Basin-wide regulation amendments.	The City adopted these amendments through updates to the two exisitng Area Plans and is currently adopting a new Area Plan. City Council passed an ordinance directing employers to post signage in employee housing notifying tenants to contact the City for substandard housing issues which are then reported to HCD.

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. 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.	Annually for discussions with surrounding jurisdictions and outreach with affordable housing developers and service providers and ongoing	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.
Program 4-4 Childcare and Intergenerational Facilities	Consider establishing a program to address the following housing needs in the city: - Affordable housing developments that include on-site childcare. - Promoting intergenerational facilities After studying these options, determine whether a program will be established and establish and publicize program if initiated.	Study program by early 2026; determine whether program will be established and initiate by the end of 2026.	Sugar Pine Village was permitted to include a community building that provides affordable childcare pending funding.
Program 4-5 Definition of Family	Update the definition of "family" in the City's zoning regulations to be compliant with State law.	Complete by September 2023	The City adopted these amendments through updates to the two exisitng Area Plans and is currently adopting a new Area Plan.

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: - Implement the previously identified programs to affirmatively further fair housing - Continue to use the City's Housing website to distribute information on fair housing information and available services, updating annually, or as needed. - As fair housing complaints are received at the City, refer cases to the appropriate fair housing agency or address through inspections, as appropriate. - Continue the Housing Issues Hotline service to assist residents with substandard housing and fair housing concerns. - 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. - 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. - 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. - 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. - 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.	Refer to each strategy in the Affirmatively Furthering Fair Housing (AFFH) program for specific timeframes.	The Housing Hotline receives complaints throughout the year and housing staff respond to substandard housing complaints and refer civil issues to Northern California Legal Services. City staff has also met with various stakeholder groups, including the 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. In addition, City has been coordinating the the County Department of Behavioral Health to potentially house clients through funding they received. Two city housing staff provide bilingual services (Spanish/English) to support current housing programs and are working on providing documents in multiple languages.
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.	Meet with the transportation district by December 2022 and biannually thereafter. Identify funding sources annually.	The City has continuously met with the Tahoe Transportation District 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 to further meet needs.
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.	Ongoing	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.

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.	Adopt Reach code by September 2023; AHSC grant activities will be completed by 2028	City housing staff is working with the City Sustainability Coordinator to complete a solar project associated with grant of Affordable Housing and Sustainable Communities grant.
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.	Ongoing	Not started yet.
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.	Ongoing	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.
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.	Meet with TRPA at least twice per year and ongoing	The City is working on new construction projects, ADU development and the Lease to Locals 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 and actively provides input on recommended Code amendments to integrate affordable housing and workforce housing in existing neighborhoods.

Jurisdiction	South Lake Tahoe	
Reporting Period	2024	(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									

Jurisdiction	South Lake Tahoe	
Reporting Period	2024	(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									

Jurisdiction	South Lake Tahoe	
Reporting Period	2024	(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		

Jurisdiction	South Lake Tahoe	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning 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 Lake Tahoe Blvd. Affordable Housing Project	#24-173	25	City of South Lake Tahoe	Affordable housing/mixed use
029-170-002-000	3908 Lake Tahoe Blvd	3908 Lake Tahoe Blvd. Affordable Housing Projec	#24-173	25	City of South Lake Tahoe	Affordable housing/mixed use

Jurisdiction	South Lake Tahoe	**NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2024 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For El Dorado County jurisdictions, please format the APN's as follows:999-999-999-999

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 Avenue 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 & Cold Creek.	Vacant		Exempt Surplus Land	57.07	Exchange for state agency conservation use
080-010-013-000	Outside City Limits & Borders Pioneer Trail	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 Trail	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 Road	Vacant		Exempt Surplus Land	1.22	Exchange for state agency conservation use
031-030-039-000	Link Road	Vacant		Exempt Surplus Land	2.23	Exchange for state agency conservation use
031-030-024-000	Link Road	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	STRSA Long Range Property Management Plan, plans have been submitted under #24-173
029-170-002-000	3908 Lake Tahoe Blvd	Vacant		Exempt Surplus Land	0.82	STRSA Long Range Property Management Plan, plans have been submitted under #24-173
032-311-008-000	1180 Julie Lane	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

Jurisdiction	South Lake Tahoe	
Reporting Period	2024	(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 Density Bonus	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														

Jurisdiction	South Lake Tahoe	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/30/2022 - 06/30/2027

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenent 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?	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	South Lake Tahoe	
Reporting Year	2024	(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

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		20
Total Units		**20**

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	2
	Non-Deed Restricted	0
Above Moderate		58
Total Units		**60**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	68
	Non-Deed Restricted	0
Moderate	Deed Restricted	1
	Non-Deed Restricted	0
Above Moderate		21
Total Units		**90**

Resolution 2025-XX

Adopted by the City of South Lake Tahoe
City Council

March 11, 2025

Accepting the General Plan Annual Progress Report for 2024

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 Annual Progress Report, including the 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 20, 2025, the Planning Commission reviewed the General Plan Annual Progress Report for 2024 during its regularly scheduled meeting and recommended the City Council of South Lake Tahoe accept and file the report.

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

1. Resolves 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. Resolves 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 General Plan Annual Progress Report (attached hereto) and directs staff to submit the Report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development by April 1, 2025.

Adopted by the City of South Lake Tahoe City Council on March 11, 2025 by the following vote:

Yes:

No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____ Date:_____

Sue 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.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

March 11, 2025

A RESOLUTION ACCEPTING THE SURPLUS LAND INVENTORY

BACKGROUND

A. Under the Surplus Land Act ("SLA"), Government Code sections 54220-54234, surplus property is defined as land owned by any local agency no longer necessary for the agency's use. (See Government Code section 54221(b)(1).)

B. Effective January 1, 2020, the SLA was amended to add requirements that local agencies must comply with prior to selling or leasing agency-owned property; and in April 2021, the California Department of Housing and Community Development adopted SLA Guidelines to implement and interpret the SLA. One of the requirements is to formally declare publicly owned property no longer necessary for the agency's use as surplus land and report this inventory of surplus land to HCD.

C. The City owns fourteen (14) properties located throughout the City, listed in Exhibit A, that are suitable for future disposition and development (the "Surplus Properties"); thirteen (13) of which qualify as "exempt surplus land" that need not follow certain notice and negotiation requirements prior to disposition.

D. The City intends to follow the provisions of the SLA in the disposition of public lands.

E. A declaration of surplus land and exempt surplus land, and the issuing of notices pursuant to the SLA for surplus land, is a process adopted in State law with the intent of ensuring the prioritization of affordable housing, including noticing and opportunity to respond, for affordable housing developers.

F. This declaration of surplus land and exempt surplus land does not obligate the City to subsequently dispose of the land and, depending on the response to the notices and other factors, the City could still decide not to move forward with disposition of specific properties.

G. On February 20, 2025, during its regularly scheduled meeting, the Planning Commission recommended City Council accept the surplus land inventory report.

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

1. Finds that the surplus properties and exempt surplus properties listed on Exhibit A are no longer necessary for the City's use, which findings are set forth in Exhibit A to this Resolution.

2. Finds and determines that this action results in no binding commitment by the City to authorize or advance the disposition of any of the surplus properties or exempt surplus properties; will not result in a direct or indirect physical change in the environment; and does not constitute an “approval” of a “project” pursuant to CEQA Guidelines Sections 15004 and 15352.

3. Authorizes the City Manager to issue Notices of Availability for the surplus properties that are compliant with the State SLA.

Adopted by the City of South Lake Tahoe City Council on March 11, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____ Date:_____
Sue Blankenship, City Clerk

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

Exhibit A

Jurisdiction	South Lake Tahoe	**NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2024 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For El Dorado County jurisdictions, please format the APN's as follows:999-999-999-999

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 Avenue 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 & Cold Creek.	Vacant		Exempt Surplus Land	57.07	Exchange for state agency conservation use
080-010-013-000	Outside City Limits & Borders Pioneer Trail	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 Trail	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 Road	Vacant		Exempt Surplus Land	1.22	Exchange for state agency conservation use
031-030-039-000	Link Road	Vacant		Exempt Surplus Land	2.23	Exchange for state agency conservation use
031-030-024-000	Link Road	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	STRSA Long Range Property Management Plan, plans have been submitted under #24-173
029-170-002-000	3908 Lake Tahoe Blvd	Vacant		Exempt Surplus Land	0.82	STRSA Long Range Property Management Plan, plans have been submitted under #24-173
032-311-008-000	1180 Julie Lane	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

Resolution 2025-001

Adopted by the City of South Lake Tahoe
Planning Commission

February 20, 2025

RECOMMENDING CITY COUNCIL RECEIVE AND FILE THE GENERAL PLAN ANNUAL PROGRESS REPORT FOR 2024

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 Annual Progress Report, including the 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 20, 2025, the Planning Commission reviewed the General Plan Annual Progress Report for 2024 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 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, 2025.

Adopted by the City of South Lake Tahoe Planning Commission on February 20, 2025 by the following vote:

Yes: Wieczorek, Feiger, Lucksinger, Williams
Absent: Imhoff

Natalia Wieczorek (Feb 21, 2025 12:35 PST)

Natalia Wieczorek, Chair

Date Feb 21, 2025

Attest:

Susan Blankenship (Feb 21, 2025 12:34 PST)

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.

Resolution 2025-001_General Plan Annual Progress Report 2024

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Yvette Miranda (ymiranda@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbw7W2zkoWkFFIbDw8ZkXKm8w11CopP8N

"Resolution 2025-001_General Plan Annual Progress Report 2024" History

Document created by Yvette Miranda (ymiranda@cityofslt.us)
2025-02-21 - 7:54:22 PM GMT

Document emailed to Susan Blankenship (sblankenship@cityofslt.us) for signature
2025-02-21 - 7:54:52 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.us)
2025-02-21 - 8:33:46 PM GMT

Document e-signed by Susan Blankenship (sblankenship@cityofslt.us)
Signature Date: 2025-02-21 - 8:34:28 PM GMT - Time Source: server

Document emailed to nwieczorek@cityofslt.us for signature
2025-02-21 - 8:34:30 PM GMT

Email viewed by nwieczorek@cityofslt.us
2025-02-21 - 8:35:06 PM GMT

Signer nwieczorek@cityofslt.us entered name at signing as Natalia Wieczorek
2025-02-21 - 8:35:37 PM GMT

Signer nwieczorek@cityofslt.us entered name at signing as Natalia Wieczorek
2025-02-21 - 8:35:37 PM GMT

Document e-signed by Natalia Wieczorek (nwieczorek@cityofslt.us)
Signature Date: 2025-02-21 - 8:35:39 PM GMT - Time Source: server

Agreement completed.
2025-02-21 - 8:35:39 PM GMT

Adobe Acrobat Sign

Resolution 2025-002

Adopted by the City of South Lake Tahoe
Planning Commission

February 20, 2025

RECOMMENDING CITY COUNCIL ACCEPT THE SURPLUS LAND INVENTORY

BACKGROUND

A. Under the Surplus Land Act ("SLA"), Government Code sections 54220-54234, surplus property is defined as land owned by any local agency no longer necessary for the agency's use. (See Government Code section 54221(b)(1).)

B. Effective January 1, 2020, the SLA was amended to add requirements that local agencies must comply with prior to selling or leasing agency-owned property; and in April 2021, the California Department of Housing and Community Development adopted SLA Guidelines to implement and interpret the SLA. One of the requirements is to formally declare publicly owned property no longer necessary for the agency's use as surplus land and report this inventory of surplus land to HCD.

C. The City and South Tahoe Redevelopment Successor Agency own fourteen (14) properties located throughout the City, listed in Exhibit A, that are suitable for future disposition and development (the "Surplus Properties"); eleven (11) of which qualify as "exempt surplus land" that need not follow certain notice and negotiation requirements prior to disposition.

D. The City intends to follow the provisions of the SLA in the disposition of public lands.

E. A declaration of surplus land and exempt surplus land, and the issuing of notices pursuant to the SLA for surplus land, is a process adopted in State law with the intent of ensuring the prioritization of affordable housing, including noticing and opportunity to respond, for affordable housing developers.

F. This declaration of surplus land and exempt surplus land does not obligate the City to subsequently dispose of the land and, depending on the response to the notices and other factors, the City could still decide not to move forward with disposition of specific properties.

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

1. Recommends that City Council find that the surplus properties and exempt surplus properties listed on Exhibit A are no longer necessary for the City's use, which findings are set forth in Exhibit A to this Resolution.

2. Recommends that City Council find and determine that this action results in no binding commitment by the City to authorize or advance the disposition of any of the surplus properties or exempt surplus properties; will not result in a direct or indirect physical change in the environment; and does not constitute an "approval" of a "project" pursuant to California Environmental Quality Act (CEQA) Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, sections 15000, et seq.) sections 15004 and 15352.

3. Recommends that City Council authorize the City Manager to issue Notices of Availability for the surplus properties that are compliant with the State SLA.

Adopted by the City of South Lake Tahoe Planning Commission on February 20, 2025 by the following vote:

Yes: Wieczorek, Feiger, Lucksinger, Williams
Absent: Imhoff

Natalia Wieczorek (Feb 21, 2025 12:36 PST)

Natalia Wieczorek, Chair

Date: Feb 21, 2025

Attest:

Susan Blankenship (Feb 21, 2025 12:35 PST)

Susan Blankenship, City Clerk

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

Exhibit A

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 Cells in grey contain auto-calculation formulas
Reporting Period	2024 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For El Dorado County jurisdictions, please format the APN's as follows:999-999-999-999

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 Avenue 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 & Cold Creek.	Vacant		Exempt Surplus Land	57.07	Exchange for state agency conservation use
080-010-013-000	Outside City Limits & Borders Pioneer Trail	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 Trail	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 Road	Vacant		Surplus Land	1.22	
031-030-039-000	Link Road	Vacant		Surplus Land	2.23	
031-030-024-000	Link Road	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	STRSA Long Range Property Management Plan, plans have been submitted under #24-173
029-170-002-000	3908 Lake Tahoe Blvd	Vacant		Exempt Surplus Land	0.82	STRSA Long Range Property Management Plan, plans have been submitted under #24-173
032-311-008-000	1180 Julie Lane	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

Resolution 2025-002_Surplus Land Inventory

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Yvette Miranda (ymiranda@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjPgqydaWaFX2MCMfzoUTIfYfh-drSGkL

"Resolution 2025-002_Surplus Land Inventory" History

Document created by Yvette Miranda (ymiranda@cityofslt.us)
2025-02-21 - 7:56:15 PM GMT

Document emailed to Susan Blankenship (sblankenship@cityofslt.us) for signature
2025-02-21 - 7:56:46 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.us)
2025-02-21 - 8:34:41 PM GMT

Document e-signed by Susan Blankenship (sblankenship@cityofslt.us)
Signature Date: 2025-02-21 - 8:35:01 PM GMT - Time Source: server

Document emailed to nwieczorek@cityofslt.us for signature
2025-02-21 - 8:35:02 PM GMT

Email viewed by nwieczorek@cityofslt.us
2025-02-21 - 8:35:56 PM GMT

Signer nwieczorek@cityofslt.us entered name at signing as Natalia Wieczorek
2025-02-21 - 8:36:14 PM GMT

Document e-signed by Natalia Wieczorek (nwieczorek@cityofslt.us)
Signature Date: 2025-02-21 - 8:36:16 PM GMT - Time Source: server

Agreement completed.
2025-02-21 - 8:36:16 PM GMT

2024 General Plan Annual Progress Report

City Council
March 11, 2025

Annual Progress Report Requirements

- The Annual Progress Report provides information for the Planning Commission and City Council to assess the following during the 12-month reporting period (January 2024 to December 2024).
  - General Plan implementation
  - Additional reporting requirements for the Housing Element
  - Surplus land inventory

- The Annual Progress Report must be submitted to the State by April 1.

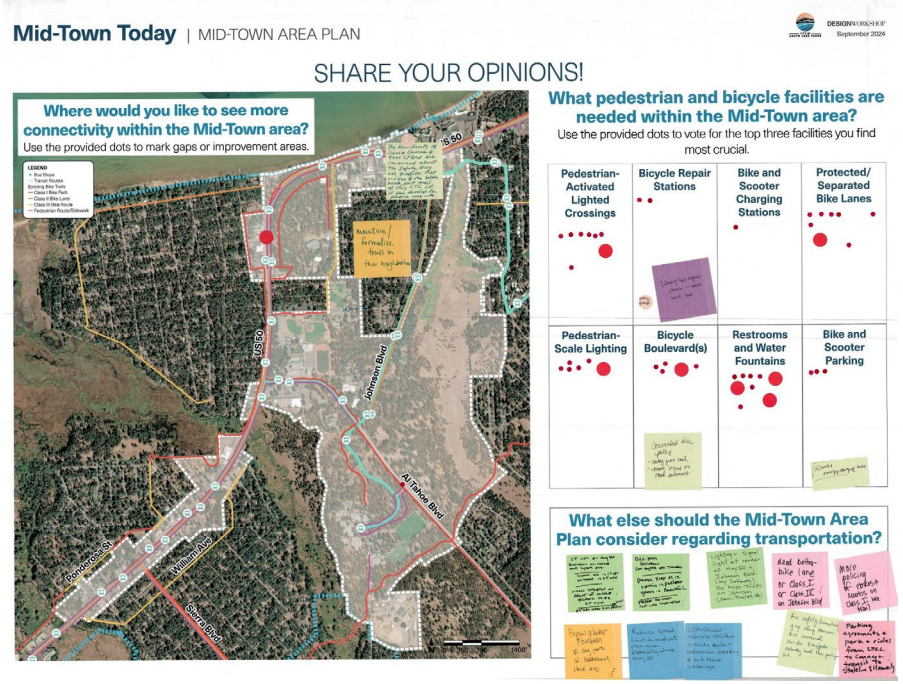
General Plan Contents

Land Use & 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

2024 Highlights

Development Services

- Amended the Tourist Core Area Plan and the Tahoe Valley Area Plan
- Initiated planning process for Mid-Town Area Plan



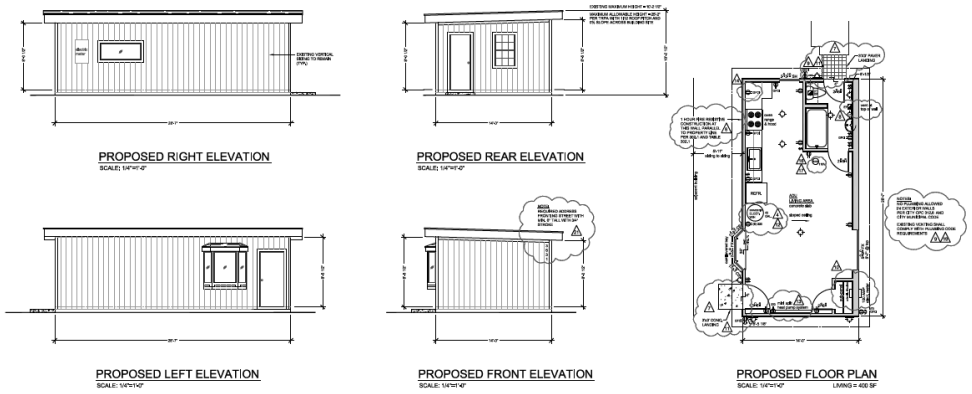
2024 Highlights

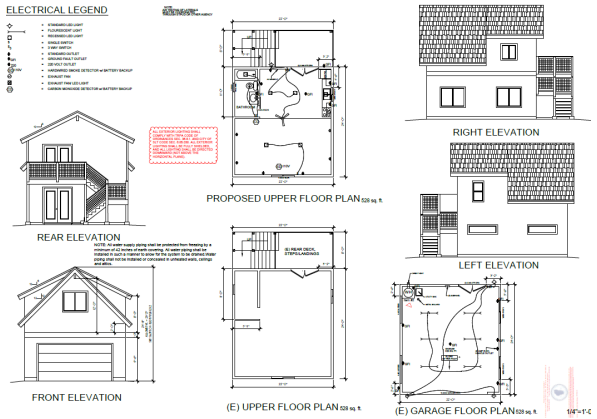
Development Services

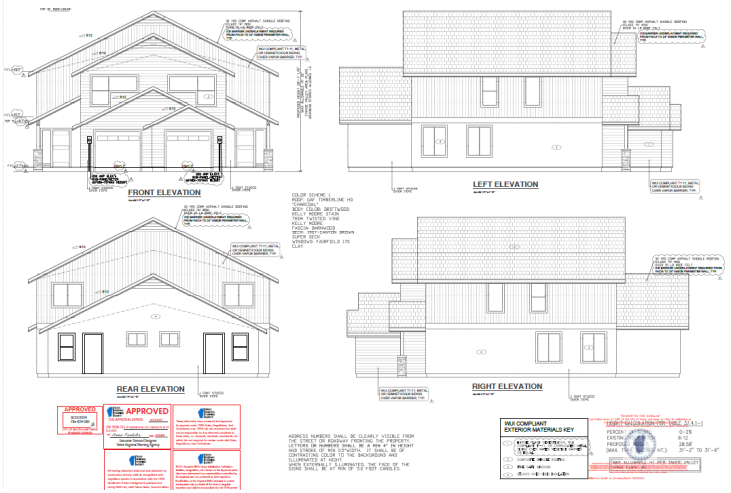
- Contracted with a consultant for developing preapproved ADU plans
- Implemented the Rental Assistance Program
- Continued successful implementation Multifamily/SRO Housing Inspection Program
  - MFD Site Visits: 134
  - SRO Site Visits: 14

2024 Highlights

- The City provided Residential Units of Use for 6 accessory dwelling units and 3 multifamily rental units with RUUs that were allocated by Resolution 2023-051







2024 Highlights

Fire Department

- Authorized a sub-recipient agreement for the City's Fire Department to provide professional services for helping to reduce fuels and planning fuels reduction projects
- Adopted a City-wide Ordinance for Defensible Space Requirements

Public Works

- Procured an engineer design contract service for six City fleet EV charging stations
- Stateline Avenue Complete Streets Project
- Developed Vision Zero Action Plan

2024 Highlights

Recreation Department

- Approval of the renovation of the skate park at Bijou Community Park
- Approval for the installation of mobi-mats at Connelly Beach for ADA beach access

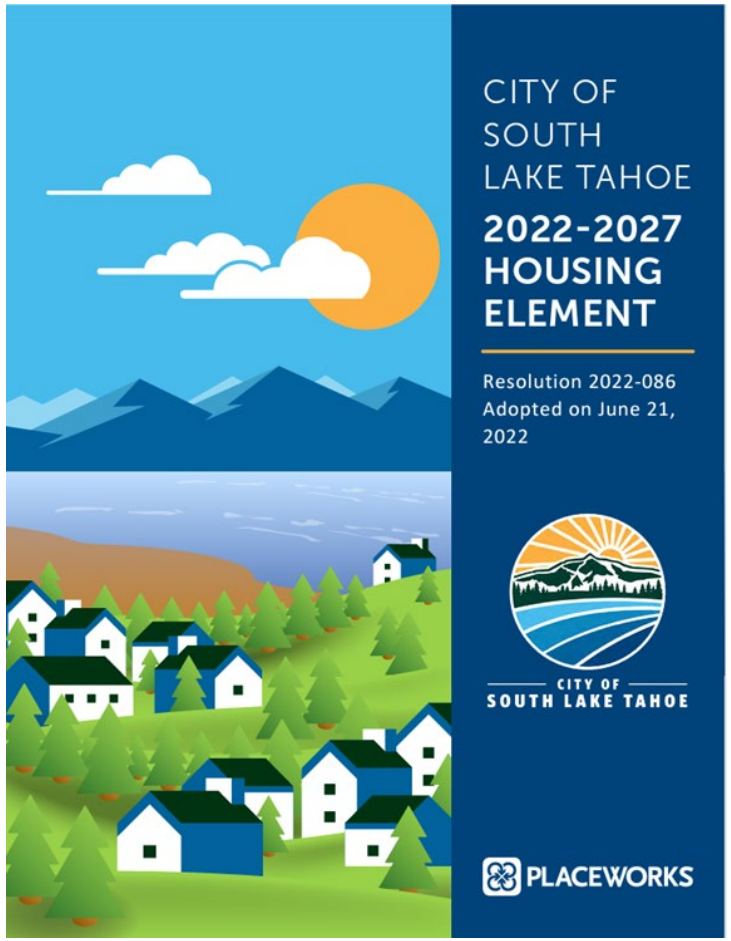
Police Department

- Completed Citywide radio system upgrade

Airport

- Council selected recommended alternative for the Airport Master Plan for environmental review

Housing Element Implementation

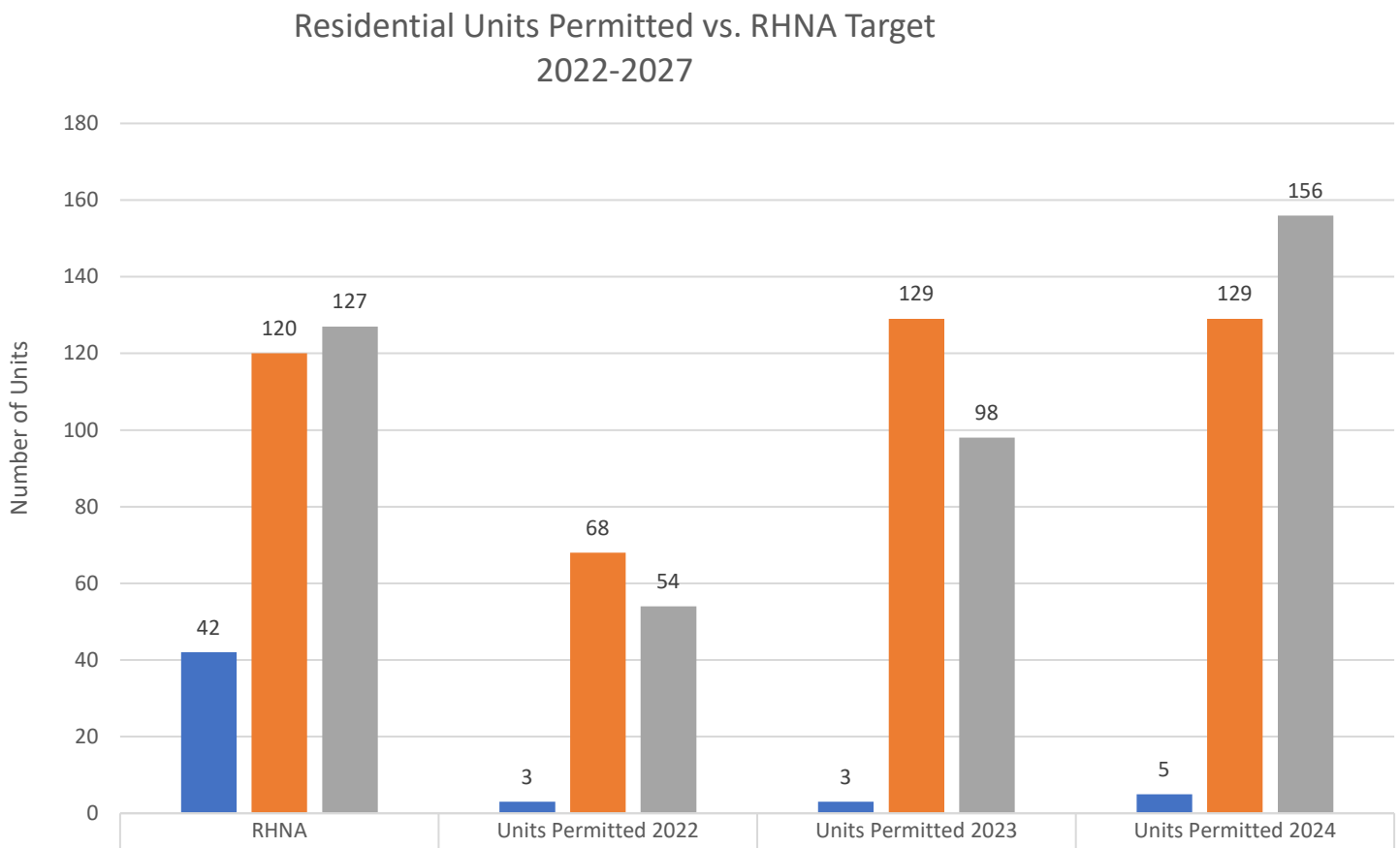


- One of eight mandated General Plan elements
- A roadmap for how each jurisdiction will meet the housing needs through goals, policies, and implementation programs
- Certification by CA Department of Housing & Community Development (HCD) required for the City to receive funding for housing programs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

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**

Regional Housing Needs Assessment (RHNA) Allocation



	RHNA	Units Permitted 2022	Units Permitted 2023	Units Permitted 2024
Moderate Income	42	3	3	5
Affordable Units	120	68	129	129
Above Moderate Income	127	54	98	156

2024 Housing Unit Activity Log

	Applications Received	Building Permit Issued	Certificate of Occupancy Issued
Single Family	23	18	15
Multi Family	168*	33	70***
ADU	13**	9	5**
Total	**204**	**60**	**90**

*3900 Lake Tahoe Blvd. Affordable Housing Project, 36 very low-income deed restricted & 36 low-income deed restricted

**2 moderate-income deed restricted TRPA Bonus Units

***Sugar Pine Village Phase II, 68 low-income deed restricted

Housing Element

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.

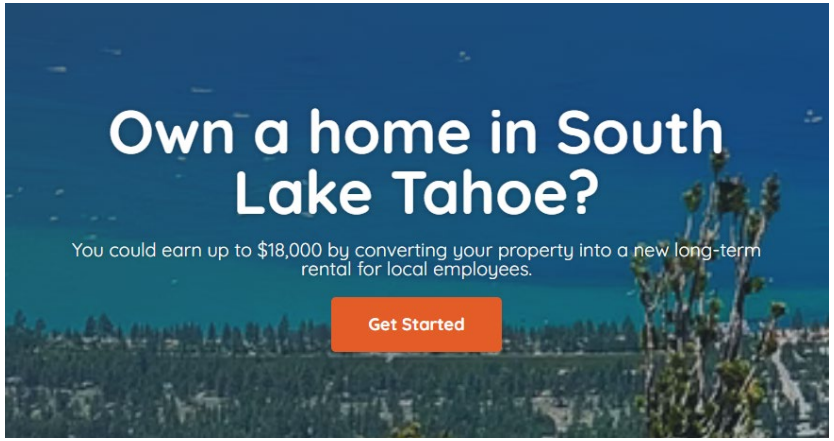
Objective 5
To provide a range of housing services for households with special needs within South Lake Tahoe

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

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



Source: Placemate

- Rental Assistance Program (RAP)
- Lease to Locals
- Housing Community Office Hours

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

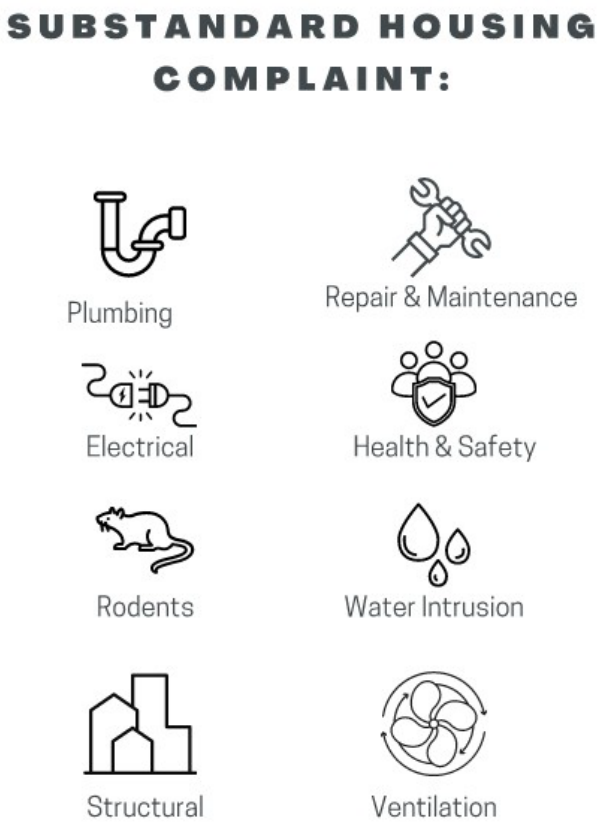
- City-owned Residential Unit of Uses for affordable student housing

Source: www.ltcc.edu

Source: Google Maps

- 75 affordable rentals at identified surplus land (3900 & 3980 Lake Tahoe Boulevard)

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



- Multifamily/SRO Housing Inspection Program
- Housing Hotline

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

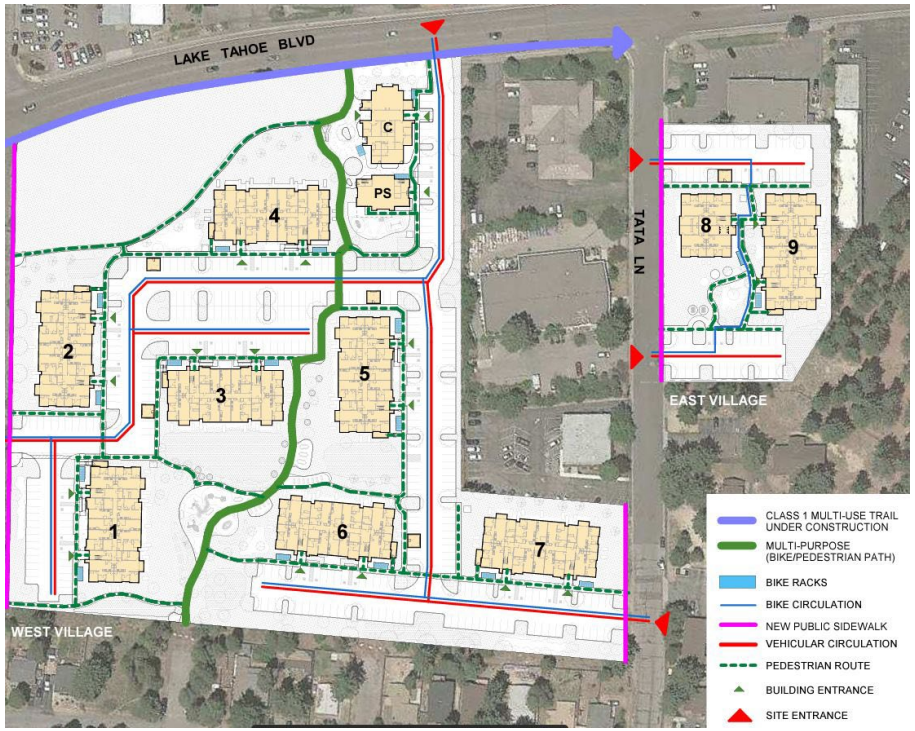
tahoe coalition
FOR THE HOMELESS

LIVE
VIOLENCE
FREE

Source: www.tahoedailytribune.com

60TH ANNIVERSARY
CITY OF SOUTH LAKE TAHOE

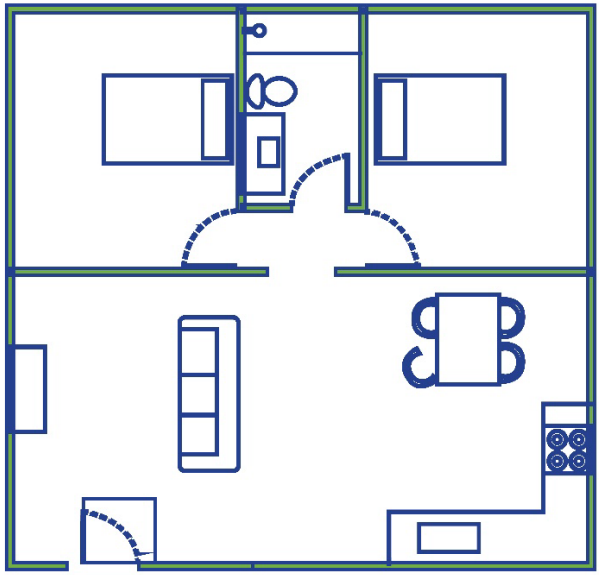
Goal HE-5: To provide decent housing & quality living environments for all South Lake Tahoe residents regardless of age, race, religion, sex, sexual orientation, marital status, ancestry, national origin, disability, or economic level

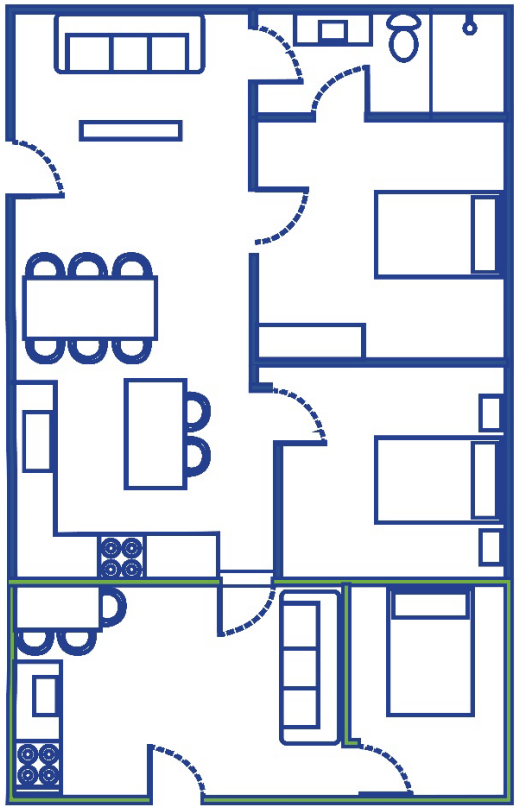


- Completed Phase 1A of Sugar Pine Village

Source: www.gov.ca.gov

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.



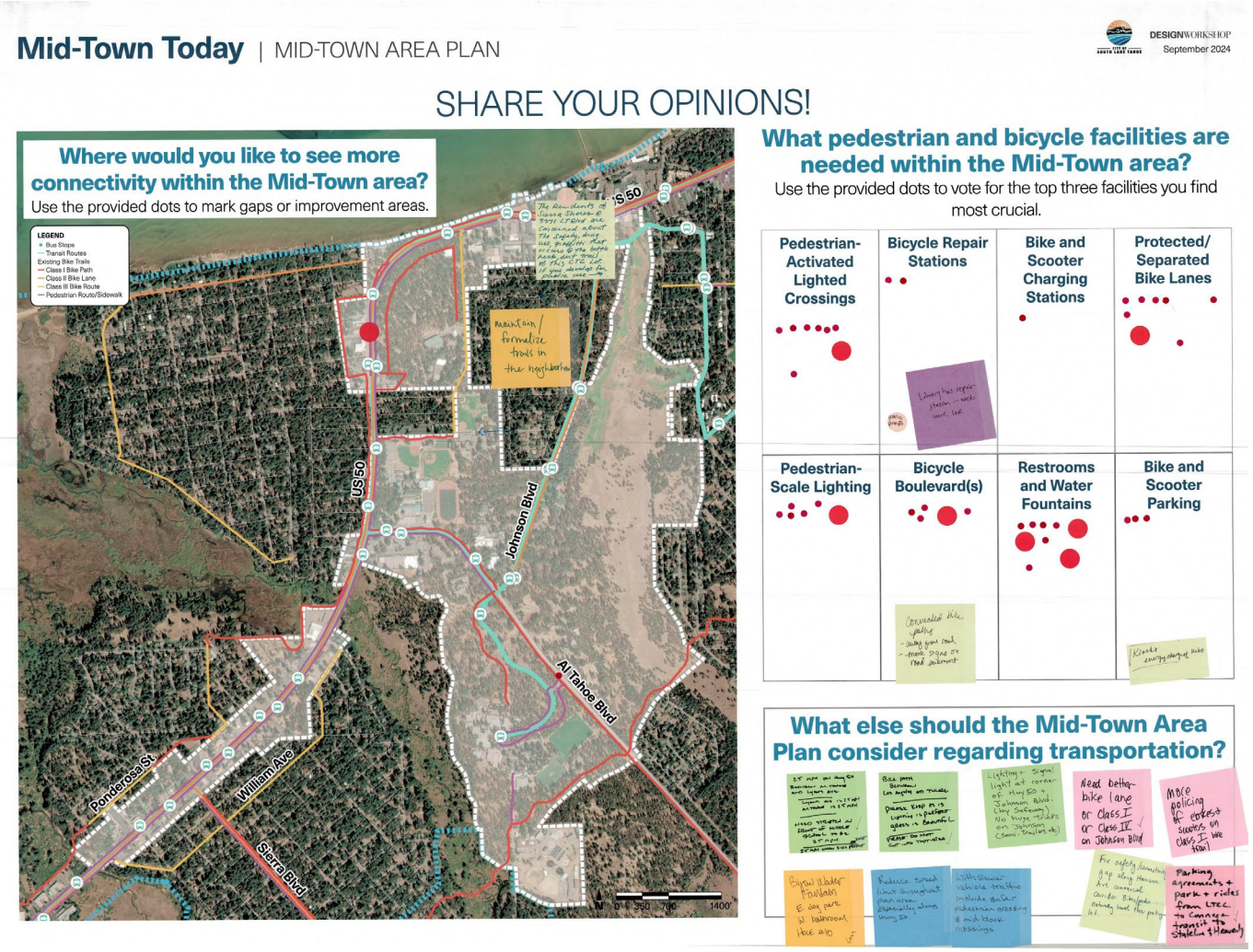


- Updated ADU Guide
- Procure a consultant to develop preapproved ADU plans
- Residential Unit of Use provided at no cost

QUESTIONS?

CITY OF
SOUTH LAKE TAHOE

2024 Highlights:
Development of the Mid-Town Area Plan



City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: March 11, 2025
Agenda Item #: 11

Agenda Item: Agenda Planning Calendar

Requested Action / Suggested Motions: Identify, with consent of at least two Council Member, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joseph Irvin, City Manager, and Susan Blankenship, City Clerk

Attachments:

APC - 03 06 2025.pdf

2025 Agenda Planning Calendar (Updated 03 06 2025)

Department		Agenda Item	Agenda Section
March 18, 9 a.m.		**Strategic Planning Session**	
Mar. 25, 3:00 p.m.	**Joint City Council/Planning Commission Ethics Training**		
Mar. 25, 5:30 p.m. CC & STJPPFA	**City Manager**	EV Charging Parking Ordinance (First Reading)	NB
		South Tahoe Transit JPA startup contribution	NB
		Establishing an EV Charging Rate for the City's Public EV Chargers	NB
	Dev Services	Decelopment oights Annual Report	Consent
	Finance	2024-2025 Mid Year Budget Review	NB
		2024-2025 Master Fee Schedule Adoption	Consent
	Parks & Rec	Agreement with On Course Events for Live at Lakeview Concert Series	Consent
	Police	Shared Mobility Ordinance Update (Second Reading)	Consent
		Stateline Transit Center Parking and Signage	NB
April 22, 5:30 p.m. CC & STJPPA	**City Attorney**	Time-Share Ordinance Amendments (First Reading)	NB
		Use Agreement with EDC for Multigenerational Recreation & Aquatic Center	NB
	City Manager	EV Charging Parking Ordinance (Second Reading)	Consent
		Award CalTrans Carbon Reduction Grant	Consent

2025 Agenda Planning Calendar (Updated 03 06 2025)

Dev Services	Pay for Success Agreement Tahoe Coalition for the Homeless	UB
	Emergency Shelter and Warm Room Discussion	NB
	CTC Land Exchange	NB
	Mid-Town Area Plan Draft Presentation and Implementation Discussion	NB
Finance	2024 Annual Comprehensive Financial Report (ACFR)	Consent
	Ski Run BID to Levy Assessment for Business License year 2025/2026	PH
Fire	LRA Fire Severity Zone Map Ordinance (First Reading)	NB
HR	City Personnel Rules	Consent
Public Works	Award Pioneer Trial PH II	Consent
	Paving Lieu Fee Agreement with STPUD	Consent
	Reimbursable agreement FAA (PAPI)	Consent
	Annual Roadway Rehab Contract Reconciliation	Consent
	Airport Restaurant Opening Extension	Consent
	Award Pioneer Trail HSIP	Consent
	CTC Easement Purchase	Consent
	Sale of Excess Property	Consent

2025 Agenda Planning Calendar (Updated 03 06 2025)

		Transfer Measure S funds to Tahoe Valley Project (Phase 1 Road Rehab)	Consent
		Riembursement Agreement with FAA for PAPI	Consent
May 6, 9 a.m.	**City Attorney**	Time-Share Ordinance Amendments (Second Reading)	Consent
	City Clerk	Military Appreciation Month	Proclamations
		Community Choice Aggregation Feasability Analysis	NB
	Dev. Services	Building Code Appendix AW Adoption-3D Printed Structures	NB
	Fire	LRA Fire Severity Zone MapOrdinance (Second Reading)	Consent
	Public Works	Award 2025 Road Rehab Drainage Replacement project	Consent
		Award of PD Roof Replacement	Consent
		Draft 2025/26 CIP Recommendation	NB
May 20, 5:30 p.m.	**City Clerk**	Public Works Week Proclamation	Proclamations
	Finance	Quarterly Budget and Financial Status Report as of March, 2025	Consent
		Investment Portfolio Report as of March 2025	Consent
	Public Works	Subdivision Map for 14 Condo Units - 3708 Lake Tahoe Blvd/3709 Osgood	NB
		Award Citywide Traffic Calming Toolbox	NB
		Award Contract for Hwy 50 Corridor Study	NB

2025 Agenda Planning Calendar (Updated 03 06 2025)

June 3, 9 a.m.	**City Manager**	California Climate Action Corps Fellows Projects Presentation	Presentation
June 17, 5;30 p.m.	**Finance**	Direct Charge of Mello-Roos Special Tax for CFD 1995-1 for FY 25-26	City Consent
STRSA			
		Annual Special Tax for CFD 2001-1 Series 2015 Special Tax Refunding Bo	STRSA Consent
Aug.12, 9 a.m.			
Aug. 12, 5:30 p.m.		Budget Workshop	
Sep.9, 9 a.m.			
Sep. 23, 5:30 p.m.			
Oct. 21, 5:30 p.m.	**City Clerk**	Pet Wellness Awareness Month (Humane Society, Erin Ellis)	Proclamation
Unscheduled/Pending			
	City Attorney	Purchase of BMO Property	UB
	City Clerk	Records Management Policy	
	City Manager		
	Dev Services	Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation	
		Discussion: Second Home Cap/Permit Options	
	Finance	Disolution STJPPFA	
	Fire	Donation of Retired Fire Engine to LTCC	

2025 Agenda Planning Calendar (Updated 03 06 2025)

Parks & Rec	Events and Facitilies Naming Rights Discussion
	New Rec. Center Meeting Room Naming Rights Approval & Funds Transfer
Police	2024 Update to Parking Fees in the Bellamy Parking Garage
	Barton Community Health Needs and Harm Reduction Update
Police/PW	Bike Paths, Bike Parking, Vehicle Parking
Public Works	Geothermal Use Discussion Item
	Award James-Eloise Drainage Upgrade
	TTD US 50 Plans Presentation
	Sierra Blvd. Speed Survey
	Award Lakeview and Ski Run Electrical Upgrades
	Award PS&E for Sugar Pine Bike Path Project
	Award Grant Writing Services Contract
	Award US 50 RSA City Portion Upgrades