# City of South Lake Tahoe
# City Council
## Meeting Agenda
## Tuesday, August 11, 2026 at 9:00 am
## City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

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

**Public Participation**
City Council meetings are held in person at the time and location listed on this agenda. A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us
Providing Public Comment:

**Remote Public Participation:** If you would like to participate remotely, please join the ZOOM meeting by using this link: https://us02web.zoom.us/j/82205188294. If you would like to make a comment, wait for the agenda item to begin, then press the "raise hand" button. Meetings are also live-streamed on Channel 21, the City website at www.cityofslt.us, and YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live

***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

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

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

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

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

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

**Land Acknowledgement**

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

**Call to Order/Pledge of Allegiance**

**Roll Call**

**Closed Session Report**

**Proclamations**

1. Proclamation Recognizing the "30th Annual Lake Tahoe Summit"
   Requested Action / Suggested Motions: Issue a Proclamation to Devin Middlebrook,Tahoe Regional Planning Agency and Team Tahoe, recognizing the "30th Annual Lake Tahoe Summit".
   Responsible Staff Member(s): Susan Blankenship, City Clerk
   Item 1- Executive Summary.pdf
   Proclamation Tahoe Summit 30th-Anniversary-2026.docx

**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.

2. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the minutes from the of June 16, 2026, Regular City Council meeting, the June 24, 2026, Special State of the City Address meeting, the July 8, 2026, Special Closed Session City Council meeting, and the July 14, 2026, Special City Council meeting.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk, and Susan Blankenship, City Clerk
Item 2- Executive Summary.pdf
01- 06 16 2026 City Council and South Tahoe Redevelopment Successor Agency Meeting Minutes.pdf
02- 06 24 2026 Special City Council Meeting Minutes.pdf
03- 07 08 2026 Special Closed Session City Council Meeting Minutes.pdf
Item 2- Executive Summary.pdf
04- 07 14 2026 Special City Council Meeting Minutes.pdf

3. Conflict of Interest Code Update
Requested Action / Suggested Motions: Pass a Resolution approving the 2026 update to the City's Conflict of Interest Code.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
01- Staff Report- City Conflict of Interest Code.docx
02- 2026 Conflict of Interest Code Update (Redlined).pdf
03- 2026 Conflict of Interest Code Update- Clean Version.pdf
04-Resolution_2026-XXX_Conflict_of_Interest_Code.docx

4. Cal Fire Mutual Aid Agreement Addendum
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Fire Chief to execute the Local Operating Plan 2026--2030 as an addendum to the Agreement for Mutual Aid Fire Protection by and between CAL FIRE Amador - El Dorado Unit (AEU) and South Lake Tahoe Fire Rescue.
Responsible Staff Member(s): Jim Drennan, Fire Chief SLTFR
01 - Cal FIRE Staff Report.docx
02 -Cal FIRE Local Operating Plan.doc
03 - Ex. A fc315.doc
04 - Ex. B fc33.docx
05 - Ex. C AEU Local Gov Activity Invoice.docx
06 - Ex. D calfire20.doc
07 - Attach 1 2026 A4 AEU-ENF-TMU Radio Operating Plan FINAL.pdf
08 - Attach 2 AEU Phone List.xlsx
09 - CFAA.pdf

5. Professional Services Agreement with Core Tree Care, Inc. for the Cole Property Hazardous Fuels Reduction and Forest Health Project
Requested Action / Suggested Motions: Pass a Motion approving a Professional Services Agreement with Core Tree Care, Inc. in the amount of $192,660.00 for the “City of South Lake Tahoe Cole Property Hazardous Fuels Reduction and Forest Health” Project.
CEQA Determination: The Forest Practice Actâ€™s regulatory scheme has been certified for exemption from CEQAâ€™s requirements for preparation of an Environmental Impact Report. A Timber Harvest Plan in Title 14 of the California Code of Regulations is functionally equivalent to an Environmental Impact Report under the California Environmental Quality Act under Public Resources Code section 21080.5. Because the subject area is within a Fire Hazard Severity Zone Map, it is subject to the forest fire prevention exemption in California Code of Regulations, Title 14, section 1038.3, from the requirement to prepare a Timber Harvest Plan. This exemption is being submitted to Cal Fire for review and approval. The project will require a Tahoe Basin Tree Removal Permit or be conducted under a valid TRPA Memorandum of Understanding under Section 1038.3(n). No work will begin until all environmental permitting is complete.

Responsible Staff Member(s): Jay Manning, Division Chief
01-Staff Report-Fuels Reduction
02-Core Tree Care Agreement
03- TRPA MOU.pdf
04-Exhibit E to Agreement Vegetation Management Plan
05_Core Tree Care Cole Proposal.pdf
06_Valuation_Scoresheet_TRPA-USFS_Cole_Property_Fuels_Reduction_Project.xlsx
07_ColeWorkUnits Map.pdf
08_C-051-2026 Frances Cole Right of Entry Agreement.pdf
Item 5- Executive Summary.pdf

**6.** Implementation Funding and Approval of an Agreement with California Tahoe Conservancy (CTC) in the amount of $2,200,007.50 for South Tahoe Fuel Hazard Reduction.
Requested Action / Suggested Motions: Pass a Resolution accepting Implementation Funding and authorizing the Mayor to execute an Agreement with California Tahoe Conservancy (CTC) in the amount of $2,200,007.50 for South Tahoe Fuel Hazard Reduction to treat 213.3 acres of City, County and School District owned land further helping to protect our community and infrastructure.
CEQA Determination: Work performed on the County parcels was found exempt from CEQA by the County under CEQA Guidelines section 15304, which covers minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes, and a notice of exemption was filed on October 21, 2024. Work on the City parcels is exempt from CEQA under CEQA Guidelines section 15304, and a Notice of Exemption was filed on August 7, 2025. The work is also exempt under CEQA Guidelines sections 15307 and 15308, as actions for the protection of the environment and natural resources.
Responsible Staff Member(s): Jay Manning, Division Chief
Item 6- Executive Summary.pdf
01-Staff_Report_CTC_Agreement_South_Tahoe_Fuel_Hazard_Reduction.docx
02-Resolution_CTC_Funding_South_Tahoe_Fuel_Hazard_Reduction.docx
03-Agreement with California Tahoe Conservancy for Fuel Reduction
04-C-008-2026 EDC and Lake Valley Fire Right of Entry Agreement.pdf
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH LAKE TAHOE, THE LAKE VALLEY FIRE PROTECTION DISTRICT, AND THE LAKE TAHOE UNIFIED SCHOOL DISTRICT .pdf

**7.** CalOES Domestic Violence Grant Report from Vista Rise Collective
Requested Action / Suggested Motions: Receive and File
Responsible Staff Member(s): Lt. Scott Crivelli
Item 7- Executive Summary.pdf
01-_Staff_Report_Cal_OES_Grant_Report_Vista_Rise.docx
02-_Vista_Rise_Collective_Report.docx

**8.**

Agreement with Lake Tahoe Unified School District to Provide School Resource Officer for 2026/27 School Year

Requested Action / Suggested Motions:

Pass a resolution approving a Memorandum of Agreement for the Police Department to dedicate a School Resource Officer for the 2026-2027 school year and approve budget with up to $101,730.00 reimbursement from Lake Tahoe Unified School District (LTUSD).

Responsible Staff Member(s): Lt. Russell Liles
Item 8- Executive Summary.pdf
01-Staff_Report_-_School_Resource_Officer_(1) 2026-2027 roberson edit.docx
02-Resolution - School Resource Officer Agreement with LTUSD.docx
03-Exhibit A SRO Agreement with LTUSD.docx

**9.** Parks Foundation Scholarship Memorandum of Understanding
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Scholarship Memorandum of Understanding with the South Tahoe Parks Foundation.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 9- Executuve Summary.pdf
01-Staff_Report_-_Parks_Foundation_Scholarship_MOU.docx
South Tahoe Parks Foundation MOUpdf
Recreation_Scholarship_Application.docx

**10.** Acceptance of FAA Grant and Caltrans AIP Grants in the amount not to exceed $561,749.00.00 for Airport Runway 18/36 Pavement Maintenance and Award of Contract for Airport Pavement Maintenance to American Road Maintenance, Inc. in Amount of $433,140
Requested Action / Suggested Motions: 1) Pass a Resolution authorizing the Airport Manager to Accept FY 2026 Federal Aviation Administration Airport Improvement Program (AIP) Grant (3-06-0249-053-2026) in the amount of $535,000, upon award accept FY 2026 Caltrans AIP Matching Grant for Lake Tahoe Airport in the amount of $26,749, and to authorize the Finance Director to appropriate additional project funding for the Runway 18/36 Pavement Preservation Project; and 2) Pass a motion authorizing and directing the Mayor to execute an agreement with American Road Maintenance, Inc. for Airport Pavement Rehab for a total not to exceed amount of $433,140.00.
CEQA Determination: The project is categorically exempt under CEQA Guidelines section 15301(d) (Existing Facilities).
Responsible Staff Member(s): Milan Jevic, Acting Airport Manager
item 10- Executive Summary.pdf
01-Staff_Report_-_Acceptance_of_FAA_Grants_and_Contract_with__American_Road_Maintenace_2.docx
03-TVL AIP 053 BID TAB PACKAGE
04-2026 TVL AIP 053 Runway Pavement Maintenance Project American Road Maintenance Contract Agreement
02-RESOLUTION TO ACCEPT FAA AIP-CALTRANS GRANTS

**11.** Approval of Amendment No. 3 to Professional Services Agreement (C-283-2025) with Sierra Con for Construction Management Services for the Energy Upgrades Project.
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with SierraCon for an additional $88,601.06 to cover additional construction management services related to the Energy Upgrades Project for a total not-to-exceed amount of $118,466.06 and to end the services provided by SierraCon and to close out the contract with a final payment to compensate for the services provided by SierraCon through July 31, 2026.
Responsible Staff Member(s): Branden Gardella, Project Manager Public Works
Item 11- Executive Summary.pdf
01_StaffReport-Amendment_3-c1.docx
02_SierraCon_CM_Amendment3 (1)-c1.docx
03_SierraCon Exhibit A.pdf
04_Combined original contract and amendments 1 and 2.pdf
04_Combined original contract & amendments 1&2.pdf

**12.** Award of Construction Contract for the James and Eloise Drainage Maintenance Project for $1,120,834.40 to Alcon Construction & Engineering, Inc. and Approval of Amendment 3 to Lumos PSA (C-172-2024) for $9,680 and Authorize Funding Transfer of $355,000 from Drainage

Replacement Account to James and Eloise Drainage Account
Requested Action / Suggested Motions: 1) Pass a Resolution authorizing and directing the Director of Finance to transfer $355,000 from the Drainage Replacement Account to James and Eloise Drainage Account, and
2) Pass a motion finding the James and Eloise Drainage Maintenance Project to be exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301, and authorizing and directing the Mayor to execute an Agreement with Alcon Construction & Engineering, Inc. for the James and Eloise Drainage Maintenance Project for a not to exceed amount of $1,120,834.40, and authorizing Director of Public Works to use contingency up to a cumulative amount of $112,083.
3) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Professional Services Agreement with Lumos (C-172-2024) for $9,680.

CEQA Determination: This project is considered a drainage maintenance project. As such, the project is exempt from Tahoe Regional Planning Agency (TRPA) permits and the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(c) (Existing Facilities). All applicable best management practices will be utilized to protect air and water quality during construction.
Responsible Staff Member(s): Stephen Anderjack, Project Manager
Item 12- Executive Summary.pdf
01-Staff_Report_James_Eloise_Drainage.docx
02-Res-James_Eloise_Drainage.docx
03_Agreement_James&Eloise_Alcon.pdf
04_Amendment 3_lumos.pdf
05_C-172-2024 Lumos PSA James and Eloise.pdf

**13.** Amendment No. 3 to BPR Professional Services Agreement (PSA) for Inspection, Plan Review, and Permit Technician Services (3-year Contract) and Budget Appropriation
Requested Action / Suggested Motions: 1) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with BPR for Inspection, Plan Review and Permit Technician Service for a not-to exceed amount of $1,500,000; and 2) Pass a Resolution to appropriate $500,000 from the Building Permit Fee - Long Term Fund 271 available fund balance to the General Fund Building and Safety account 100-03110-42025
Responsible Staff Member(s): Zach Thomas, Director of Development Services
Item 13- Executive Summary.pdf
01-Staff_Report-PSA_Amendments.docx
02-PSA_BPR_Amendment_3.docx
03-Resolution_BPR_CC2026.docx
04-C-270-2024 BPR Consulting Amendment 1.pdf
05-C-080-2026 BPR Amendment 2.pdf

**14.** 2026 National Community Survey Results
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member(s): Hilary Roverud, Interim City Manager
Item 14- Executive Summary.pdf
01-Staff Report
02-The NCS Report
03-The NCS Supplemental Report
04-The NCS Presentation

**Public Hearing**

**15.** Appeal of the Planning Commission decision approving File #DR25-007 (Tahoe Keys Marina Redevelopment Project), Granting Major Design Review, Special Use Permit, and a variance for a

setback encroachment, and adoption of the project's IS/MND under CEQA
Requested Action / Suggested Motions: Pass a Resolution denying the Appeal of the Planning Commission Decision Approving File #Dr25-007 (Tahoe Keys Marina Redevelopment Project), Granting Major Design Review, Special Use Permit, and a Variance for a Setback Encroachment, and Adoption of the Project's IS/MND Under CEQA
CEQA Determination: Pursuant to the California Environmental Quality Act of 1970, Cal. Pub. Res. Code Â§21000 et seq., potential environmental impacts of the proposed amendments have been evaluated in an Initial Study/Mitigated Negative Declaration, which concluded that the Project will have no significant impacts on the environment with the implementation of mitigation measures.
Responsible Staff Member(s): John Hitchcock, Planning Manager
Item 15- Executive Summary.pdf
01-Staff_Report_TKM_Appeal.docx
02 - PC Staff Report.pdf
03 - PC Resolution 2026-010.pdf
04 - Appeal Tahoe Keys Mariana Redelopment Special Use Permits.pdf
05 - TKM Cover Letter re Appeal and Response.pdf
06 - Notice of Appeal Emailed July 6 2026 to SCTAG.pdf
07 - Public Appeal Hearing - Tahoe Keys Redevelopment.pdf
08 - Final ISMND TKM Red Project with Responses.pdf
09 -TKM Red Scenic Analysis.pdf
10-
Resolution_Denying_Appeal_and_Upholding_Planning_Commission_Decision__TKM_Appeal_.doc
11-Appeal Procedures - Tahoe Keys Marina Redevelopment Project.docx

**16.** Conduct Public Hearing on Award of Franchise to Lukins Brothers Water Company and Tahoe Keys Water Company, Introduce By Title Only and Waive First Reading of Ordinance Approving Award of Franchise Agreement to Lukins Brothers Water Company, Introduce By Title Only and Waive First Reading of Ordinance Approving Award of Franchise Agreement to Tahoe Keys Water Company
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance to award a Franchise Agreement to Lukins Brothers Water Company and an Ordinance to award a Franchise Agreement to Tahoe Keys Water Company, and refer second reading and adoption to the August 25, 2026, meeting.
Responsible Staff Member(s): Sergio Rudin, Interim City Attorney and Mohammad Qureshi, Director of Public Works
Item 16- Executive Summary.pdf
01-Staff-Report Lukins TKWC Franchise Agreements
Attachment 2- Lukins Water Franchise Ordinance.docx
Attachment 3 - TKWC Franchise Ordinance.docx
04-Public Notice Franchise Agreements.pdf
05-C-42-16.pdf
06-C-65-17.pdf

**Regular-Unfinished Business**

**17.** South Lake Tahoe City Code Chapter 6.60 Time-Share Amendments Discussion
Requested Action / Suggested Motions: Pass a Motion providing direction to staff on desired amendments to SLTCC Chapter 6.60 (Time-share) or 6.55.270 (Condo-hotels).
Responsible Staff Member(s): Anna Kashuba, Senior Planner and Zachary Thomas, Director of Development Services
Item 17- Executive Summary.pdf
01_SLTCC6.60Amendments_CCStaffReport_1.docx
02-Margaritaville Economic Analysis
03-Exline_City_Council_Presentation.pdf
04-History of Monthly Gross Receipts Occupancy at 4130 Lake tahoe Blvd.pdf

**Regular-New Business**

**18.** Emerald Bay Resort Economic and Fiscal Impacts Report
Requested Action / Suggested Motions: Pass a Motion providing direction to the applicant in further planning and development of a satisfactory owner participation agreement.
Responsible Staff Member(s): Anna Kashuba, Senior Planner
Item 18- Executive Summary.pdf
01-Staff_Report-Emerald_Bay_Resort.docx
02_BeaconEconomics_TRICommercial_Analysis.pdf
03_Location_Map.pdf
04_Exline_1080EBR_Presentation.pdf

**19.** City Manager Contract and City Manager Salary Table Change
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute an Employment Agreement with Interim City Manager Hilary Roverud for the position of City Manager and approving the revised City Salary Schedule for City Manager.
Responsible Staff Member(s): Ember Buckman, Human Resources Manager
Item 19- Executive Summary.pdf
01-Staff Report City Manager Contract (1).docx
02-Resolution City Manager Contract and Change to Salary Table.docx
03 -City Manager Employment Agreement Roverud.pdf
04-City Manager Salary Table (Exh. A to Reso).pdf

**Agenda Planning Calendar**

**20.** Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Susan Blankenship, City Clerk and Hilary Roverud, Interim City Manager
APC 08 05 2026.pdf

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

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

**Closed Session**

**21.**
Conference with Labor Negotiator - Government Code section 54957.6(a) Designated representatives:

Patrick Clark, Chief Labor Negotiator

Hilary Roverud, City Manager

Dan Bardzell, Assistant City Attorney

Olga Tikhomirova, Director of Finance

Ember Buckman, Human Resources Manager

Employee Organizations:

Stationary Engineers Local 39 (General and Public Works)

Stationary Engineers Local 39 (Administrative & Confidential Association)

Police Employees Association

Police Supervisors Committee

Fire Fighters' Association

Police Officers' Association

**22.**

Public Employment Appointment - Government Code section 54957(b) Title: City Attorney

**23.**

Conference with Legal Counsel—Existing Litigation

(Gov. Code Section 54956.9(d)(1))

Name of case: South Lake Tahoe Property Owners Group v. City of South Lake Tahoe, El Dorado Superior Court Case No. SC20180243

**24.**

Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to Gov. Code section 54956.9(d)(2): One Case

**Closed Session Report**

**Adjournment**

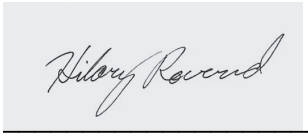
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday August 11, City Council Meeting was posted and available for review on Wednesday, August 5, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City's website at https://www.cityofslt.us.
Signed August 5, 2026

\\sb\\ Susan Blankenship, Elected City Clerk

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**1

**Agenda Item:** Proclamation Recognizing the "30th Annual Lake Tahoe Summit"

**Executive Summary:** The City Clerk and Mayor received a request from Devin Middlebrook on July 15 for a Proclamation recognizing the 30th Annual Lake Tahoe Summit which is being held on August 19. The Mayor provided direction to bring this Proclamation forward August 11.

**Requested Action / Suggested Motions:** Issue a Proclamation to Devin Middlebrook,Tahoe Regional Planning Agency and Team Tahoe, recognizing the "30th Annual Lake Tahoe Summit".

**Responsible Staff Member:** Susan Blankenship, City Clerk

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

**Attachments:**

Proclamation Tahoe Summit 30th-Anniversary-2026.docx

**City of South Lake Tahoe**
**Proclamation**
**Recognizing the "30th Annual Lake Tahoe Summit"**

**Whereas,** Lake Tahoe, straddling the border of California and Nevada in the Sierra Nevada, stands as a national treasure; and

**Whereas,** Nevada's U.S. Senator Harry Reid and California U.S. Senator Dianne Feinstein spearheaded the inaugural Lake Tahoe Summit in 1997; the event brought together federal, state, regional, and local leaders, the Washoe Tribe of Nevada and California, scientists, environmental advocates, and economic interests to address the deteriorating clarity of Lake Tahoe's waters; and

**Whereas,** the inaugural Tahoe Summit marked a defining moment in bipartisan collaboration to protect one of the nation's most iconic and treasured landscapes; and

**Whereas,** the inaugural Tahoe Summit led to the creation of the Lake Tahoe Environmental Improvement Program or EIP to restore Lake Tahoe's water quality and strengthen the region's environment and economy for future generations; and

**Whereas,** today the EIP is one of the nation's most successful conservation and restoration programs with more than 900 projects implemented across the areas of watersheds and water quality, aquatic invasive species, forest health, sustainable recreation and transportation, and science, stewardship and accountability; and

**Whereas,** the 30th Annual Lake Tahoe Summit will be held on August 19, 2026, hosted by U.S. Senator Jacky Rosen of Nevada. The Summit will be attended by the Tahoe federal delegation, state and local elected officials, members of Team Tahoe, and the public to celebrate progress in the last 30 years, and commit to solving the challenges of the next 30 years.

**Now, therefore**, the City Council of the City of South Lake Tahoe does hereby proclaim and recognize that Lake Tahoe is an irreplaceable natural, cultural, and economic treasure, a jewel of the Sierra whose protection is both a solemn responsibility and a profound privilege. The 30th Annual Tahoe Summit is a celebration of all things Lake Tahoe and the power of public-private partnerships that benefit the lake, economy, and community. The City Council remain committed to the enduring protection of Lake Tahoe and surrounding communities through participation in the Lake Tahoe Environmental Improvement Program and Team Tahoe.

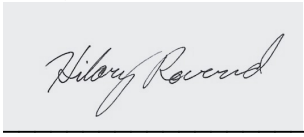
_____ _____

Cody Bass, Mayor Susan Blankenship, City Clerk

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**2

**Agenda Item:** City Council Meeting Minutes

**Executive Summary:** City Council are asked to formally approve the meeting minutes of June 16, 2026, Regular City Council meeting, the June 24, 2026, Special State of the City Address meeting, the July 8, 2026, Special Closed Session City Council meeting, and the July 14, 2026, Special City Council meeting

**Requested Action / Suggested Motions:** Pass a Motion approving the minutes from the of June 16, 2026, Regular City Council meeting, the June 24, 2026, Special State of the City Address meeting, the July 8, 2026, Special Closed Session City Council meeting, and the July 14, 2026, Special City Council meeting.

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

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

**Attachments:**

01- 06 16 2026 City Council and South Tahoe Redevelopment Successor Agency Meeting Minutes.pdf
02- 06 24 2026 Special City Council Meeting Minutes.pdf
03- 07 08 2026 Special Closed Session City Council Meeting Minutes.pdf
04- 07 14 2026 Special City Council Meeting Minutes.pdf

# City of South Lake Tahoe
# City Council and South Tahoe Redevelopment Successor Agency
## Meeting Minutes
## Tuesday, June 16, 2026 at 5:30 pm
## City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

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

**Call to Order/Pledge of Allegiance**
Mayor Bass called the meeting to order at 5:33 p.m., and then led the Pledge of Allegiance.

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

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

**Closed Session Report**
**Closed Session from June 16, 2026,**
1. **Conference with Labor Negotiator – Govt. Code section 54957.6 Designated representative: Heather Stroud, City Attorney Unrepresented employee: City Manager**
   **Action:** No reportable action.

**Key to the City**
Mayor Bass presented a "Key to the City" to Roberta Mason and a "Key to the City" to Jeff DeFranco.

**Public Communications**
General public comment was heard from the following people:
1. Joy Curry- Need for 2167 Harvard Avenue demolition
2. Melissa Soderston- Glyphosate in the Basin, defensible space, human/bear interactions
3. Angie Reagan- Need for accountability on the Council
4. Heather Cade-Bauer- Thank you to the City and Commutations Officer Juarez for the Community Academy

**Written Public Comments Submitted:**
1. Curry- 2167 Harvard Ave
2. Trego- HR 2289 Bill update
3. Johnson- City's Local Ethics Policy

**City Commission Reports**
None.

**Consent Agenda**

**Action:** Moved/Seconded: Jinkens/Robbins
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** Passed the Consent Agenda.

1. **City Council Meeting Minutes**
   **Action:** Pass a Motion approving the minutes from the June 2, 2026, City Council meeting.

2. **General Municipal Election Consolidation**
   **Action:** Passed **Resolution 2026-054** calling and ordering to be held in the City of South Lake Tahoe, County of El Dorado, a General Municipal Election to be consolidated with the Statewide General Election to be held on Tuesday, November 3, 2026, for the purpose of submitting to the electorate the election of three (3) Council Members, one (1) City Treasurer, and one (1) City Clerk.

3. **Update to City Council Protocols**
   **Action:** Passed **Motion 2026-091** approving amendments to City Council Protocols to: 1) include additional clause regarding chain of command when the Mayor and Mayor Pro Tem are absent; 2) adding a public decorum statement ; 3) updating the prohibition of Electronic Devices to only apply to communications regarding City business during non Public Hearing items; 4) adding a timer to councilmember displays: 5) adding agenda publication for regular meetings as the Wednesday prior to the meeting; 6) adding discretion during Agenda Review to add "no sooner than time certain" to items of special interest; and 7) adding discretion of the Mayor to reorder agenda items to improve public participation.
   **Public comment was heard from the following person:**
   1. Dan May

4. **Direct Charge for Mello-Roos Special Tax for Community Facilities District No. 1995-1 for Fiscal Year 2026-2027**
   **Action:** Passed **Resolution 2026-055** authorizing certification of direct charge for Mello-Roos Special Tax for Community Facilities District No. 1995-1 for Fiscal Year 2026-2027.

5. **Report on Collection Services for the Finance Department**
   **Action:** Receive and File.

6. **Purchase of Intimidator 12XP Chipper from CAL-Line Equipment, Inc.**
   **Action:** Passed **Motion 2026-092** approving the purchase of an Intimidator 12XPC Chipper for $60,123.52 from CAL-Line Equipment, Inc. **(C-163-2026)** located in Sacramento, California through Sourcewell cooperative agreement #010925 and authorize the City Manager to execute the Purchase Order to CAL-Line Equipment.

7. **Contract with Sierra Nevada Construction for the Cape Sealing on Pioneer Trail, Al Tahoe Boulevard, and Eloise Avenue**
   **Action:** Passed **Motion 2026-093** authorizing and directing the Mayor to execute the Agreement with Sierra Nevada Construction **(C-164-2026)** for the 2026 Cape Sealing Project in the amount of $674,007; and authorizing the Director of Public Works to approve contract change orders up to a cumulative total of $100,000.

8. **Resolution of Intent to Adopt 25-Year Franchise Agreements with Tahoe Keys Water Company and Lukins Brothers Water Company**
   **Action:** Passed **Resolution 2026-056** declaring intent to adopt 25-year franchise agreements with Tahoe Keys Water Company and Lukins Brothers Water Company, and setting the public hearing for August 11, 2026.

**9. Agreement with SoSuTV for Media Production**

**Action:** Passed **Motion 2026-094** authorizing and directing the Mayor to execute a Professional Services Agreement with SoSuTV **(C-165-2026)** for a 2-year term not to exceed $199,875 with the option to renew for an additional 2-year term for broadcasting, media, and video production services.

**10. Reimbursement Agreement with South Tahoe Public Utility District for 2026 Road Rehabilitation**

**Action:** Passed Resolution **2026-057** authorizing and directing the Mayor to execute a reimbursement agreement with South Tahoe Public Utility District (STPUD) **(C-166-2026)** for eligible pavement restoration and utility access adjustment costs in an amount not to exceed $204,225.00, with final reimbursement based on actual quantities constructed.

**Consent Agenda - South Tahoe Redevelopment Successor Agency**

**Action:** Moved/Seconded: Horgan/Robbins
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** Passed the South Tahoe Redevelopment Successor Agency Consent Agenda.

**11. Annual Special Tax for Community Facilities District 2001-1 Series 2015 Special Tax Refunding Bonds for Fiscal Year 2026-2027**

**Action:** Acting as the South Tahoe Redevelopment Successor Agency, Passed **STRSA Resolution 2026-001** Establishing the Annual Special Tax for Community Facilities District 2001-1 (Park Avenue Project) Series 2015 Special Tax Refunding Bonds (Heavenly Village) for Fiscal Year 2026-2027.

**Public Hearing**

**12. South Tahoe Refuse Delinquent Refuse Fees Report**

**Action:** Moved/Seconded: Jinkens/Horgan
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** Passed **Resolution 2026-058** confirming the South Tahoe Refuse Final Delinquent Fees Report and directing the Finance Department to file a certified copy with the El Dorado County Auditor-Controller and County Recorder's Office.

**Regular-Unfinished Business**

**13. Allocation of Cannabis Business and Professions Tax Revenue and Grant Program Funding**

**Note: Mayor Bass recused himself from participating in this item due to financial interest in the cannabis industry and left the meeting, Mayor Po Tem Roberts presided.**
**Action:** Moved/Seconded: Robbins/Horgan
**Yes:** Roberts, Robbins, Jinkens, Horgan
**Absent (recused):** Bass
**Action:** Passed **Motion 2026-095** to implement the Cannabis Revenue Grant Program for 2026 at the approximate $400,000 level, consistent with prior years, utilizing available FY 2025/26 fund balance, and directing staff to come back with considerations with long-term funding approaches thereafter, and to do so consistent with the forthcoming budget reviews; to alter the City Council Assignments to the Grant Committee to be an Ad Hoc Committee. This Committee will meet sufficiently prior to the grant application process becoming public to establish goals and objectives for the grant applicants, using the City's Strategic Plan as a starting point, but not necessarily limited to the City's Strategic Plan; and to eliminate the requirements that cannabis affect mitigation, though this is an option that could be included
**Action:** Moved/Seconded: Robbins/Jinkens
**Yes:** Roberts, Robbins, Jinkens, Horgan
**Recused (Absent):** Bass
**Action:** Passed Motion **2026-096** appointing Councilmembers Robbins and Horgan to the new Ad Hoc Committee for Community Grant Funding.

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

1. Emily Elise, Tahoe Coalition from the Homeless
2. Melissa Soderston
3. Cheyenne Lane, Tahoe Youth and family Services
4. Allison Hibbard, Mountain High Recovery Center
5. Dan May
6. Paula Peterson, Tahoe Alliance for Safe Kids

**Note: At this time, Mayor Bass returned to the meeting and presided.**

**Regular-New Business**

**14. Ad Hoc Electric Utility Subcommittee**

**Action:** Moved/Seconded: Jinkens/Horgan
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** Passed **Motion 2026-097** to establish an Ad Hoc Electric Utility Subcommittee consisting of Mayor Pro Tem Roberts and Councilmember Jinkens, and appointing Mayor Pro Tem Roberts and Councilmember Jinkens to join the City Attorney, City Manager and Sustainability Coordinator in Franchise Agreement discussions with Liberty Utilities.

**15. Contract with Best Best & Krieger LLP to Provide Interim City Attorney Services and Appointment of Sergio Rudin as Interim City Attorney**

**Action:** Moved/Seconded: Jinkens/Roberts
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** (1) Pass a **Motion 2026-098** Authorizing and Directing the Mayor to Execute Agreement with Best Best & Krieger LLP **(C-167-2026)** for Interim City Attorney Services and Appointing Sergio Rudin as Interim City Attorney; and (2) Passed **Resolution 2026-059** Appropriating $100,000 from General Fund Undesignated Excess Reserves for Interim City Attorney Services for the Remainder of FY 2025-2026.

**16. City Attorney Recruitment**

**Action:** Moved/Seconded: Robbins/Horgan
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** Passed **Motion 2026-099** directing the City Manager to pursue selection of an executive search firm with experience selecting City Attorneys in California, and passed **Resolution 2026-060** appropriating $50,000 for City Attorney recruitment services.

**17. Dissolution of the South Tahoe Joint Powers Parking Financing Authority**

**Action: Moved/Seconded:** Jinkens/Horgan
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** (1) Acting as the City Council, Passed **Resolution 2026-061** dissolving the South Tahoe Joint Powers Parking Financing Authority (JPA) and authorizing the transfer of all remaining assets, rights, and obligations to the City, subject to review and approval by the City Attorney; and (2) Acting as both as the City Council and as the Redevelopment Successor Agency Board, Passed **Motion 2026-100** approving Supplemental Agreement **(C-168-2026)** Terminating the Joint Exercise of Powers Agreement by and between the City of South Lake Tahoe and the Successor Agency to the Former South Tahoe Redevelopment Agency relating to the South Tahoe Joint Powers Parking Financing Authority.

**Agenda Planning Calendar**

**18. Agenda Planning Calendar**

**Action:** Received and filed.

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

**City Attorney Stroud**

1. Final City Council meeting- Wishes the City the best.
2. Received a “Key to the City” from Mayor Bass.

**City Clerk Blankenship**

1. Mayor issued a Proclamation recognizing the "90' Anniversary of Rose Movie"
2. Thank you to City Attorney Stroud
3. Upcoming election for three City Council seats, City Clerk, and City Treasurer
4. Going on Vacation June 18-July 5. Assistant City Clerk Davis will be Acting City Clerk.

**Interim City Manager Roverud**

1. Thank you to City Attorney Stroud
2. Upcoming Special City Council Meeting June 24 for the State of the City Address, Special City Council Meeting July 14 for Urgency ORD, August 11 Regular City Council Meeting.

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

**Councilmember Horgan**

1. Gratitude for Council Appointment
2. Thank you to City Attorney Stroud

Mayor Por Tem Roberts

1. Thank you to City Attorney Stroud

**Mayor Bass**

1. Upcoming State of the City Address

**Adjournment**

Mayor Bass adjourned the meeting at 8:05 p.m.

_____

Date:_____

Cody Bass, Mayor

Attest:_____

Susan Blankenship, City Clerk

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

# City of South Lake Tahoe
# Special City Council - State of the City Address
## Meeting Minutes
## Wednesday, June 24, 2026 at 5:30 pm
## Duke Theater, Lake Tahoe Community College, 1 College Drive, South Lake Tahoe, CA 96150

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

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

**Call to Order**
Mayor Bass called the meeting to order at 5:30 p.m.

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

Also present were Interim City Manager Roverud and Assistant City Clerk Davis.

**State of the City Address by Mayor Bass**
Mayor Bass presented the State of the City Address.

**Public Comment**
None.

**Adjournment**
Mayor Bass adjourned the meeting at 6:24 p.m.

Date:_____

_____
Cody Bass, Mayor

Attest:_____
Susan Blankenship, City Clerk

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

# City of South Lake Tahoe
# Special Closed Session City Council
## Meeting Minutes
## Wednesday, July 8, 2026 at 12:00 pm
## City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

**Call to Order**

Mayor Bass called the meeting to order at 12:05 p.m.

**Roll Call**

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

Also present were Interim City Attorney Rudin and Assistant City Attorney Bardzell, and City Clerk Blankenship.

**Closed Session**

1. **Conference with Labor Negotiator – Govt. Code section 54957.6**
   **Designated Representatives: Dan Bardzell, Assistant City Attorney and Sergio Rudin, Interim City Attorney**
   **Unrepresented Employee: City Manager**

**Closed Session Report**

None.

**Adjournment**

Mayor Bass adjourned the meeting at 2:15 p.m.

Date:_____

_____
Cody Bass, Mayor

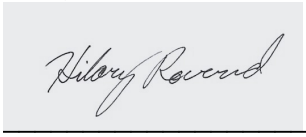
Attest:_____
Susan Blankenship, City Clerk

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

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**2

**Agenda Item:** City Council Meeting Minutes

**Executive Summary:** City Council are asked to formally approve the meeting minutes of June 16, 2026, Regular City Council meeting, the June 24, 2026, Special State of the City Address meeting, the July 8, 2026, Special Closed Session City Council meeting, and the July 14, 2026, Special City Council meeting

**Requested Action / Suggested Motions:** Pass a Motion approving the minutes from the of June 16, 2026, Regular City Council meeting, the June 24, 2026, Special State of the City Address meeting, the July 8, 2026, Special Closed Session City Council meeting, and the July 14, 2026, Special City Council meeting.

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

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

**Attachments:**

01- 06 16 2026 City Council and South Tahoe Redevelopment Successor Agency Meeting Minutes.pdf
02- 06 24 2026 Special City Council Meeting Minutes.pdf
03- 07 08 2026 Special Closed Session City Council Meeting Minutes.pdf
04- 07 14 2026 Special City Council Meeting Minutes.pdf

# City of South Lake Tahoe
# Special City Council
## Meeting Minutes
## Tuesday, July 14, 2026 at 12:00 pm
## City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

**Call to Order / Pledge of Allegiance**
Mayor Bass called the Meeting to order at 12:02 p.m., and then led the Pledge of Allegiance.

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

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

**Consent**
**Note: Mayor Bass pulled Item #2 from the consent Agenda.**
**Action** Moved/Seconded: Horgan/Jinkens
**Action:** Bass (voted 'No" on Item #1), Roberts, Robbins, Jinkens, Horgan
**Action:** Passed the Consent Agenda, except for Item #2

1. **Resolution Ratifying Application for Cycle 8 of the Active Transportation Program Funding for the Dennis T. Machida Memorial Greenway Phase 1c Project**.
   **Action**: Horgan/Jinkins
   **Yes**: Bass, Roberts, Robbins, Jinkens, Horgan
   **Action:** Passed **Resolution 2026-062** ratifying the application to the California Transportation Commission for planning, design and construction of the Dennis T. Machida Memorial Greenway Trail Phase 1c project.
   **Written public comment was received from the following person:**
   MJ Tahoe

2. **Communications Site License Agreement between The City of South Lake Tahoe and the County of Placer**
   **Note: This item was pulled from the Consent Agenda by Mayor Bass.**
   **Action:** Moved/Seconded: Robbins/Horgan
   **Yes:** Bass, Roberts, Robbins, Horgan
   **No:** Jinkens
   **Action:** Passed **Motion 2026-101** authorizing the Mayor execute the Site License Agreement with Placer County **(C-181-2026)** determining the project is exempt from CEQA pursuant to CEQA guidelines sections 15303, approving the Communications Site License Agreement with the County of Placer, and directing staff to file a notice of exemption.
   **Public Comment was heard from the following person:**

1. Alan Miller 8written comment also submitted

**Public Hearing**

**3. Extending the Urgency Ordinance Establishing a Temporary Moratorium on Approval of New Tobacco Retailer Applications for All Purposes Pending the Study and Development of Reasonable Regulations**

**Action:** Moved/Seconded: Robbins/Horgan
**Yes:** Roberts, Robbins, Jinkens, Horgan
**No:** Bass
**Action:** Passed **Motion 2026-102** adopting **Ordinance 2026-1206** extending Urgency Ordinance 2026-1205 by 10 months and 15 days, pending further study or adoption of a permanent ordinance regarding tobacco sales. In addition, request that such analysis and research that take place include, as possible, an assessment of the customers of various tobacco establishments with regards to locals versus tourists.
**Public Comment was heard from the following person:**
1. Robin Griffin II, Business owner of 3045 Harrison Avenue

**New Business**

**4. LA28 Olympic Torch Relay Invitation Letter and Agreement**

**Action:** Moved/Seconded: Robbins/Bass
**Yes:** Bass, Roberts, Robbins, Jinkens, Horgan
**Action:** Passed **Resolution 2026-063** authorizing the Mayor to sign the LA28 Torch Relay Agreement **(C-182-2026)** with the correction that the Mayor will sign the agreement, and designates the Mayor Pro Tem and City Manager as points of contact.
**Public Comment was heard from the following person:**
1. Kelly O'Haire

**Agenda Planning Calendar**

**5. Agenda Planning Calendar**

**Councilmember Robbins:**
1. Request for an agenda item directing staff to reach out to regional partners to help fund the Forest Services to establish a program for guiding and outfitting in the Basin. (Roberts seconded).
2. Request for an agenda item on a discussion to prioritize bicycle lane, route, and path travel over crossing car travel, and to alter, as necessary, bike paths, routes, and lanes designations to allow painted bike infrastructure priority for bicycles over vehicle parking, and to also consider "Share the Road" painting on Eloise (Horgan seconded).
3. Request for an agenda item on analysis and discussion on the plastic revetment support material that was put into Lakeview Commons (Jinkens).
4. Request for an agenda item on a discussion of the dissolution of the Tourism Improvement District under the California Vehicle Code, or to have the Tourism Improvement District enter into an agreement to allocate their money with more wisdom and less appropriation (Roberts seconded).

**Closed Session**

**1. Conference with Labor Negotiator – Govt. Code section 54957.6**
**Designated Representatives: Dan Bardzell, Assistant City Attorney and Sergio Rudin, Interim City Attorney**
**Unrepresented Employee: City Manager**

**Closed Session Report**

No Reportable Action.

**Adjournment**

Mayor Bass adjourned the meeting at 2:03 p.m.

_____ Date:_____

Cody Bass, Mayor

Attest:_____
Susan Blankenship, City Clerk

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

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

## Meeting Date: August 11, 2026

**Title: Conflict of Interest Code Update**

**Location:** Citywide

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

**Background:** The Political Reform Act, Government Code Sections 87300 and 87306 and 2 Cal. Code of Regulations Section 18730 requires government agencies to review and update their Conflict of Interest Codes every two years.

The last update to the City's Conflict of Interest Code was approved by Council on September 11, 2024 (Resolution 2024-100). It is necessary at this time to update the City's Conflict of Interest Code, Appendix A, to reflect new positions and reclassifications over the past two years.

Designated employees are the persons holding positions listed in Appendix A who have been determined to make or participate in the making of decisions which may foreseeably have a material effect on economic interests. These designated employees are required to file Statements of Economic Interest (Form 700) annually and upon assuming and leaving office with the California Fair Political Practices Commission (FPPC). Form 700 identifies employee conflicts of interest and serves as a reminder for them to abstain from decision-making processes that involve these conflicts. Form 700 provides transparency and accountability by providing necessary information to the public about an official's personal financial interests to ensure they are making decisions in the best interest of the public.

The City Clerk has reviewed the City's Conflict of Interest Code and set forth proposed amendments (02- Appendix A - Redline).

**Financial Implications:** The fiscal impacts associated with this State unfunded mandate for the administration of the program by the City Clerk's Department are included in the annual staff budget.

**Environmental Considerations**: These policy additions and amendments are not a "project" subject to review under CEQA Guidelines Section 15378(b)(2) (continuing administrative or maintenance activities, such as general policy and procedure making).

**Policy Implications:** Adoption of this resolution is consistent with the regulations set forth by the FPPC which are mandated upon public agencies, and advances the public interest in transparency and accountability of the City's decision-making.

Appendix A

| **Position** | **Disclosure Category** | |
|---|---|---|
| Accountant I/II | 1 | |
| Airport Land Use Commissioner | 1 | |
| Airport Manager | 1 | |
| Arts, Culture and Tourism Commissioner | 1 | |
| Assistant City Attorney | 1 | |
| Assistant City Manager | 1 | |
| ~~Associate Architect~~ | ~~1~~ | |
| Assistant/Associate/Senior Civil Engineer | 1 | ~~1~~ |
| Assistant/Associate/Principal Management Analyst | 1 | |
| Assistant/Associate/Senior Planner | 1 | |
| Building / ADA Board of Appeals Commissioner | 1 | |
| Building Inspector ~~r/Official~~- Principal/Senior | 1 | |
| Building Official | 1 | |
| Capital ~~Program~~ and Facilities Program Manager | 1 | |
| Chief of Police | 1 | |
| City Clerk | 1 | |
| Code Compliance Investigator | 1 | |
| Communications and Projects Specialist/Manager | 1 | ~~1~~ |
| Community Services Officer/Senior/Supervisor | 1 | |
| Community Services Officer Supervisor | 1 | |
| Complete Streets Program Manager | 1 | |
| Data and Innovation Program Manager | 1 | |
| Director of Development Services | 1 | |
| Director of Finance | 1 | |
| Director of Parks & Recreation | 1 | |
| Director of Public Works | 1 | |

| | | |
|---|---|---|
| Engineering Manager | | |
| Engineering Project Manager | 1 | |
| Marketing and Events Coordinator | 1 | ~~1~~ |
| Executive Assistant (Police) | 1 | |
| Fire Chief | 1 | |
| Fire Battalion Chief | 1 | |
| Fire Deputy Chief | 1 | |
| Fire Safety Inspector I/II | 1 | |
| Fire Marshal | 1 | |
| GIS Analyst | 1 | |
| Housing Program Coordinator | 1 | |
| Housing Manager | 1 | |
| Human Resources Manager | 1 | |
| Independent Citizens Oversight Board Member | 1 | |
| Information Systems Supervisor/Manager | 1 | |
| Maintenance Manager- Fleet, Streets, Facilities, Parks | 1 | |
| Network Systems Administrator | 1 | |
| Office Manager | 1 | |
| Parks and Recreation Commissioner | 1 | |
| Planning Manager~~/Environmental Planner~~ | 1 | |
| Police Lieutenant | 1 | |
| Police Sergeant (Code Enforcement) | 1 | |
| Principal Human Resources Analyst | 1 | |
| Recreation Manager | 1 | |
| Resident Engineer/Inspector | 1 | |
| Risk Manager | 1 | |
| ~~Senior/Primary Building Inspector~~ | ~~1~~ | |
| Sustainability Coordinator | 1 | |
| *Consultants | 1 | |

Appendix B

Disclosure Category 1: Must report all interests in real property located within the jurisdiction, as well as investments, business positions and sources of income, including gifts, loans and travel payments.

*Consultants shall be included in the list of designated employees and may be required to file a State of California, Fair Political Practices Commission, Statement of Economic Interests form. If a consultant participates in making financial decisions, said consultant is required to disclose certain types of information so that the public can be made aware of any potential conflict of interest. This form must be filed each year and is a public document. However, the following limitation may apply:

The City Manager may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

**The following positions are NOT covered by this code, because they are required to file full disclosure with the Fair Political Practices Commission under Section 87200, and therefore, are listed for informational purposes only:**

City Councilmembers

City Attorney

City Manager

City Treasurer

City Planning Commissioners

Appendix A

| **Position** | **Disclosure Category** |
|---|---|
| Accountant I/II | 1 |
| Airport Land Use Commissioner | 1 |
| Airport Manager | 1 |
| Arts, Culture and Tourism Commissioner | 1 |
| Assistant City Attorney | 1 |
| Assistant City Manager | 1 |
| Assistant/Associate/Senior Civil Engineer | 1 |
| Assistant/Associate/Principal Management Analyst | 1 |
| Assistant/Associate/Senior Planner | 1 |
| Building / ADA Board of Appeals Commissioner | 1 |
| Building Inspector - Principal/Senior | 1 |
| Building Official | 1 |
| Capital and Facilities Program Manager | 1 |
| Chief of Police | 1 |
| City Clerk | 1 |
| Code Compliance Investigator | 1 |
| Communications and Projects Specialist/Manager | 1 |
| Community Services Officer/Senior/Supervisor | 1 |
| Community Services Officer Supervisor | 1 |
| Complete Streets Program Manager | 1 |
| Data and Innovation Program Manager | 1 |
| Director of Development Services | 1 |
| Director of Finance | 1 |
| Director of Parks & Recreation | 1 |
| Director of Public Works | 1 |
| Engineering Manager | |

| | |
|---|---|
| Engineering Project Manager | 1 |
| Marketing and Events Coordinator | 1 |
| Executive Assistant (Police) | 1 |
| Fire Chief | 1 |
| Fire Battalion Chief | 1 |
| Fire Deputy Chief | 1 |
| Fire Safety Inspector I/II | 1 |
| Fire Marshal | 1 |
| GIS Analyst | 1 |
| Housing Program Coordinator | 1 |
| Housing Manager | 1 |
| Human Resources Manager | 1 |
| Independent Citizens Oversight Board Member | 1 |
| Information Systems Supervisor/Manager | 1 |
| Maintenance Manager- Fleet, Streets, Facilities, Parks | 1 |
| Network Systems Administrator | 1 |
| Office Manager | 1 |
| Parks and Recreation Commissioner | 1 |
| Planning Manager | 1 |
| Police Lieutenant | 1 |
| Police Sergeant (Code Enforcement) | 1 |
| Principal Human Resources Analyst | 1 |
| Recreation Manager | 1 |
| Resident Engineer/Inspector | 1 |
| Risk Manager | 1 |
| Sustainability Coordinator | 1 |
| *Consultants | 1 |

Appendix B

Disclosure Category 1: Must report all interests in real property located within the jurisdiction, as well as investments, business positions and sources of income, including gifts, loans and travel payments.

*Consultants shall be included in the list of designated employees and may be required to file a State of California, Fair Political Practices Commission, Statement of Economic Interests form. If a consultant participates in making financial decisions, said consultant is required to disclose certain types of information so that the public can be made aware of any potential conflict of interest. This form must be filed each year and is a public document. However, the following limitation may apply:

The City Manager may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

**The following positions are NOT covered by this code, because they are required to file full disclosure with the Fair Political Practices Commission under Section 87200, and therefore, are listed for informational purposes only:**

City Councilmembers

City Attorney

City Manager

City Treasurer

City Planning Commissioners

# Resolution 2026-XXX

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

**August 11, 2026**

## Updating the City's Conflict of Interest Code

## (Replaces Resolution 2024-100)

**BACKGROUND**

A. The Political Reform Act of 1974, Government Code Section 87300, et seq., requires state and local government agencies to adopt and promulgate conflict interest codes.

B. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code.

C. Such standard terms can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act.

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

1. Incorporates by reference the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, and adopts the conflict of interest code comprised of the attached Appendix A, in which officials, boards and commission members and employees are designated, and Appendix B, in which disclosure categories are set forth.

2. Directs designated employees to file statements of economic interests with the City Clerk, all of which will be made available for public inspection and reproduction (upon request) pursuant to Government Code 81008.

Adopted by the City of South Lake Tahoe City Council on August 11, 2026, by the following vote:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

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

## Meeting Date: August 11th, 2026

**Title:** CAL FIRE Mutual Aid Agreement

**Location:** Fire Department

**Responsible Staff Members:** Jim Drennan, Fire Chief

**Background:** Mutual Aid agreements are utilized between fire agencies in nearly every jurisdiction around the country. The concept is a simple one which allows for two or more agencies to enter into an agreement to provide assistance to one another when requested. These agreements provide better area and call coverage so that we can utilize a “closest resource” concept to our operational response plan.

**Issue and Discussion:** The mutual aid agreement presented here is specific to South Lake Tahoe Fire Rescue providing and receiving assistance when requested from or to CAL FIRE which also operates in the area. This Local Operating Plan allows for rapid and seamless integration of our state partners here in the Basin and memorializes the long-standing agreement to provide resources to calls for service on State lands as well as receive resources from the state (CAL FIRE) to calls here in the city of South Lake Tahoe. Our current response plan reflects this concept and by approving this Local Operating Plan we bring a higher level of fire safety and response to the community.

**Financial Implications:** There are no financial implications associated with this agreement unless or until we respond to a large-scale event which lasts over 6 hours for fire apparatus use and/or 12 hours for overhead personnel. In the event of such an event our agency will be in unified command and any costs would normally be born by the state or federal agency having jurisdiction.

**Environmental Considerations:** The proposed action is not a “project” under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity such as purchases for supplies and personnel-related actions.

**Policy Implications:** There are no policy implications associated with this agreement but it does support three of the City’s strategic priorities. #2 Efficient Government, #3 Ensure Public Safety and #6 Protect the Natural Environment.

**Addendum to the Agreement for Mutual Aid Fire Protection**

# CAL FIRE
# Amador-El Dorado Unit
# and
# South Lake Tahoe Fire Rescue
# 2026-2030 LOCAL OPERATING PLAN

**DAVE WOOD**
**UNIT CHIEF**

## 1. IDENTIFICATION

This Operating Plan is an addendum to the Agreement for Mutual Aid Fire Protection by and between CAL FIRE Amador - El Dorado Unit hereinafter called AEU, and the South Lake Tahoe Fire Rescue, hereinafter called LOCAL AGENCY, through its duly appointed officers.

## 2. AUTHORITY

This Annual Operating Plan (AOP) is authorized by CA Health and Safety Code Section13863 and CAL FIRE Handbook Section 8515.

## 3. PURPOSE

This document provides operational and administrative guidelines for AEU and the LOCAL AGENCY in providing Mutual Aid. Additionally, this document addresses Assistance by Hire resources within AEU by:

A. Defining the parameters for reimbursement of local government fire personnel and apparatus for incidents within the purview of AEU, including exclusions and exceptions
B. Establishing the procedure for payment of local fire agency equipment and personnel
C. Providing a point of contact for payment issues on incidents within AEU.

This agreement does not include resource or overhead orders placed under the California Fire Assistance Agreement (CFAA).

## 4. DEFINITIONS

### A. AGENCY REPRESENTATIVE

An Agency Representative is an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident. The Agency Representative is not on direct tactical assignment, but is there to assist in coordination efforts

### B. ASSISTING AGENCY

An agency directly contributing tactical or service resources to another agency.

### C. ASSISTANCE BY HIRE

Assistance by hire is the provision of fire suppression resources, by one agency to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be recorded by the single ordering point.

D. COOPERATING AGENCY:

An agency supplying assistance other than direct tactical or support functions or resources to the incident control effort (e.g., American Red Cross, telephone company, etc.).

E. LOCAL RESPONSIBILITY AREA (LRA)

Lands on which neither the State nor the Federal Government has any legal responsibility for providing fire protection.

F. MUTUAL AID

Mutual aid is a reciprocal agreement between two or more fire agencies wherein each agrees to assist the other under certain conditions without cost to the requesting agency. Providing mutual aid is permissible on the part of the responding agency, based on its ability at the time the aid is requested.

The purpose of mutual aid is to ensure rapid attack strength via the nearest available forces regardless of source or agency in the interest of economy, to avoid duplication, and to minimize the number of large fires, and because no agency can afford an organization that will meet all needs.

G. MUTUAL AID AGREEMENT:

Written agreement between agencies and/or jurisdictions in which they agree to assist one another with like resources and without cost. The mutual aid period, as defined by this agreement, shall extend **six hours** from time of request for fire apparatus, **two hours** for water tenders, and **12 hours** for overhead personnel. Eligible resources utilized beyond the mutual aid period will become assistance by hire retroactive to the time of the request.

H. MUTUAL DISPATCH AREAS (MDAs)

Protection units shall coordinate their initial attack response by identifying the "closest forces" and agreeing which resources will be automatically dispatched. All resources in the initial attack dispatch will be Mutual Aid.

I. STATE RESPONSIBILITY AREA (SRA)

The California Board of Forestry and Fire Protection classify areas in which the primary financial responsibility for preventing and suppressing fires is that of the State. CAL FIRE has SRA responsibility for the protection of over 31 million acres of California's privately-owned wildlands.

J. UNIFIED COMMAND

Unified Command is an authority structure in which the role of incident commander is shared by two or more individuals, each already having authority in a different responding agency. Unified command is one way to carry out command in which responding agencies and/or jurisdictions

with responsibility for the incident share incident management, by establishing a common set of incident objectives and strategies.

## 5. GENERAL PROVISIONS

A. ANNUAL OPERATING PLAN (AOP)

The parties to this agreement will meet annually, prior to summer preparedness levels, to review the AOP. The AOP will include protection area maps for all parties, lists of principal personnel, updated contact information, and the current year Radio Call Plan as issued by the AEU Emergency Command Center (Attachment 1).

B. JURISDICTIONAL RESPONSIBILITIES

The LOCAL AGENCY has primary responsibility for the protection of life and improvements. CAL FIRE has the statutory responsibility for the prevention, suppression, and investigation of wildland fires on lands deemed SRA.

C. NOTIFICATIONS

Each party will notify the other party of fires burning in or on or threatening lands or property for which the other party has protection responsibility.

D. COMMUNICATIONS

RADIO – communications shall be according to the current year Radio Call Plan as issued by the AEU ECC.

CORRESPONDENCE – via USPS or common carrier shall be to the following addresses for each of the parties:

| | |
|---|---|
| CAL FIRE - AEU | South Lake Tahoe Fire Rescue |
| 2840 Mt. Danaher Rd. | 2101 Lake Tahoe Blvd. |
| Camino, CA 95709 | South Lake Tahoe, CA. 96150 |
| | |

TELEPHONE – Please refer to attached contact lists (Attachment 2) for agency personnel or functions.

EMAIL -- Please refer to attached contact lists (Attachment 2) for agency personnel or functions

E. CAUSE AND ORIGIN DETERMINATION AND PRESERVATION OF EVIDENCE

Parties will demonstrate diligence in protecting the point and/or area of origin of a fire and any and all evidence or potential evidence which may pertain to fire cause. The CAL FIRE Incident Commander or Prevention Bureau has the primary responsibility for origin and cause

determination on a SRA incident. CAL FIRE welcomes the assistance of the local fire agency but will maintain primary investigatory responsibility.

F. TRAINING

Parties will advise and attempt to share training opportunities with one another as they apply to each party's mission to further foster good working relations and effectiveness.

G. PRESCRIBED FIRE AND FUELS MANAGEMENT

Parties will advise one another of planned prescribed fire or other fuels management within their respective jurisdictions.

H. MODIFICATIONS TO AOP

Any changes, agreed upon during the annual review will result in a letter from CAL FIRE to the LOCAL AGENCY memorializing that agreement and any changes therein. A copy of the letter will be retained in the official agreement file at AEU.

I. DURATION OF AGREEMENT

This Annual Operating Plan will be renewed and updated every four (4) years. Both parties retain the right to terminate their participation by providing 15 days written notice to the other party.

## 6. OPERATING PROCEDURES

A. DISPATCH

Please refer to the AEU Radio Call Plan for the current year as issued by the AEU ECC (See Attachment 1).

B. INCIDENT COMMAND

**VEGETATION FIRES ON SRA**

1) CAL FIRE has statutory responsibility for managing vegetation fires in the area defined as State Responsibility Area (SRA) regardless of local fire agency boundaries.

2) When a local fire agency Company Officer or Chief Officer is first on scene they will normally assume the position of Incident Commander.

3) The first CAL FIRE Company Officer or Chief Officer will contact the IC and determine if a change of command is appropriate. If a change is made, the ECC will be notified and an announcement will be made on the Command and Tactical frequencies.

4) When appropriate, a Unified Command or any other organization that is best suited to contain and control the fire will be used. CAL FIRE will continue to have primary responsibility for the fire and expenditures against the Emergency Fund.

5) The Incident Commander (IC) will be responsible for the report on conditions, resource ordering, deployment of resources, resource accountability, communication on the command and tactical frequencies, and the establishment of an incident command post (ICP).

**NON-VEGETATION INCIDENTS OR LRA FIRES**

1) The local fire agency has primary responsibility for these incidents.

2) If a CAL FIRE Company Officer or Chief Officer is first on scene they will normally assume the Incident Command responsibility.

3) The first local fire agency Company Officer or Chief Officer on scene will contact the IC and determine if a change of command is appropriate. If a change is made, the ECC will be notified and an announcement will be made on the Command and Tactical frequencies.

4) When appropriate, a Unified Command or any other organization that is best suited to mitigate the emergency will be used. The responsible local fire agency (AHJ) will continue to have primary responsibility for the incident.

5) The Incident Commander (IC) will be responsible for the report on conditions, resource ordering, deployment of resources, resource accountability, communication on the command and tactical frequencies, and the establishment of an incident command post (ICP).

C. EQUIPMENT ACCOUNTABILITY

Due to operational need, there may be occasions when local government resources will be asked to leave their equipment upon release from an incident. If equipment is left at an incident it will be documented on an Incident Replacement Requisition Form FC-315 (see Exhibit A).

The information that is most critical on the form is:

1) Incident number and name;
2) Unit name (i.e. Engine 85);
3) Authorization must be from a CAL FIRE officer ( DIVS, OSC or IC)
4) Date/Time;
5) Quantity and item description (i.e. 5-100' lengths of 1 ½" hose, etc.).

A copy should be retained by the I.C. and the resource leaving the equipment.

Each respective district is encouraged to mark their equipment so CAL FIRE can return the exact equipment which was left on the incident. As an example, if a district leaves new hose on an incident, and it is not marked, they may not get new hose returned to them. CAL FIRE expects that non-traditional wildland suppression equipment <u>not</u> be left at an incident unless specifically requested by the IC or designee.

D. CAL FIRE PAYMENT FOR LOCAL FIRE AGENCIES – RESOURCES AND PERSONNEL

GENERAL PROVISIONS

1. All fuel, lubricants, normal wear and tear will be the owning agencies' responsibility.

2. All assistance beyond the specified mutual aid period will be assistance by hire and will be reimbursed RETROACTIVELY for the full period from the time of initial dispatch until return to quarters. Reimbursement for Emergency Apparatus refurbishment and rehab may be approved by the Incident Commander, up to a maximum of 2 hours, as appropriate.

3. CAL FIRE will normally pay for one Company Officer and two Firefighters per engine unless ordered differently. During initial attack local staffing standards may be only one Company Officer and one Firefighter; this is the minimum staffing level CAL FIRE will pay for. CAL FIRE will pay the actual staffing level on the assigned apparatus, from two to four persons.

4. CAL FIRE will pay for the actual staffing level on assigned water tenders, up to two persons.

5. Emergency apparatus shall meet minimum FIRESCOPE ICS type standards, when applicable and shall be outfitted with the minimum ICS complement.

6. CAL FIRE cannot hire equipment which was received through the Federal Excess program or from Cal OES. CAL FIRE can pay for staffing of these apparatus.

7. It shall be the responsibility of the jurisdiction sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by the most current version of the rules found in California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et seq

8. Personnel and apparatus time calculations are as follows:
   - Apparatus
     - Cal OES rates are used and there is a 16-hour maximum allowable charge per 24-hour period from time of dispatch
   - Personnel
     - Personnel time will be reimbursed at the Cal OES rate
     - If an agency has an approved Salary Survey on file with Cal OES, then those rates will be used. The Salary Survey must be on file prior to hire.

9. By providing personnel, apparatus, and equipment, the LOCAL AGENCY attests to their safety, training, competency, complement, and general readiness. Personnel filling engine company or tactical water tender positions shall be certified at the appropriate

level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or the California Incident Command Certification System (CICCS).

Personnel filling overhead positions shall meet the training and experience requirements established for the ICS position to be filled (Reference: NWCG 310-1 Sub System Guide or CICCS).

E. PARAMETERS FOR REIMBURSEMENT

1. Move up and cover assignments behind CAL FIRE resources.

    - Meals will normally be provided using normal station provisions unless otherwise specified by a CAL FIRE officer.

    - Replacement fuel will be provided as needed.

2. Resources assigned to specific preplanned operations in the Unit such as lightning plans and special staffing plans.

3. Water tenders used on an incident or for coverage beyond the **2 hour** mutual aid period.

4. Engines used on an incident or for coverage beyond the **6 hour** mutual aid period.

5. Overhead working beyond the **12 hour** mutual aid period when requested by the IC.

6. Resources requested to respond outside the boundaries of the mutual aid agreement (normally outside the Unit).

7. Local resources being used in lieu of CAL FIRE resources due to draw-down or other operational deficiencies.

8. **Local Government Resources used beyond a 12 hour period for planned need should be converted over to CFAA and a Cal OES Agency Representative should be requested.**

F. Exclusions

CAL FIRE will **NOT** normally pay for resources and overhead from the local agency having jurisdiction (AHJ) when used on fires within their district performing their primary responsibilities of protecting life and property.

EXCEPTIONS:

When local resources and overhead are being used in lieu of CAL FIRE resources due to operational deficiencies (draw-down, etc.), assistance by hire may be considered. This agreement will be mutually established by the CAL FIRE Incident Commander and the local fire department agency administrator, and documented on the Shift Ticket.

District owned water tenders may become assistance by hire if they are used in lieu of the rental of private equipment. All provisions for such use will be made between the CAL FIRE Incident Commander and the local fire department agency administrator.

## 7. PAYMENT PROCEDURE

A. Local Fire Agency:

1. Salary Survey Requirement
   Before hiring apparatus or personnel at rates different from the base Cal OES rates, ensure your agency's current Cal OES Salary Survey is on file with the CAL FIRE Administrative Officer in Camino.

2. Verification of Incident Time Records
   Before release from an incident, Local Agency personnel must verify personnel and equipment time on the FC-33 for accuracy.
   Verification will occur with a CAL FIRE representative at the station.
   Copies of all documentation will be emailed directly to the Local Agency.

3. Invoice Package Review
   CAL FIRE will prepare and send the Local Government Activity Invoice package to the Local Agency for review and signature.
   Wet or digital signatures are acceptable.

4. Submission of Signed Invoice
   Submit the signed invoice and any additional attachments to the CAL FIRE Unit Headquarters in Camino within **45 days** of the assignment's completion.
   Digital copies are acceptable.

   Payment Timeline
   Payment may take up to **75 days** from the date CAL FIRE receives the signed invoice.

   Questions
   Contact the Deputy Chief of Administration at **(530) 708-2702**.

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| **Exhibit A:** | FC 315 - Incident Replacement Requisition |
| **Exhibit B:** | FC 33 - Personnel and Equipment Time |
| **Exhibit C:** | AEU/Local Government Activity Invoice |
| **Exhibit D:** | CAL FIRE 20 - Contractor Certification Clauses for Services |
| **Attachment 1:** | AEU Radio Call Plan (current year) |
| **Attachment 2:** | CAL FIRE Personnel Roster and Contacts List |

| | |
|---|---|
| California Department of Forestry<br>And Fire Protection - AEU | South Lake Tahoe Fire Rescue |
| Dave Wood Date<br>Unit Chief | Jim Drennan Date<br>Fire Chief |

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
**INCIDENT REPLACEMENT REQUISITION**
FC-315 (11/05) Formerly Optional Form - Page 1 of 3

# INCIDENT REPLACEMENT REQUISITION

| | |
|---|---|
| INCIDENT ORDER NUMBER | ISSUE NUMBER (FOR CACHE USE) |
| INCIDENT NAME | ACCOUNTING/MANAGEMENT CODE |
| AGENCY BILLING ADDRESS NAME | AGENCY SHIPPING ADDRESS NAME |
| UNIT NAME | UNIT NAME |
| BILLING ADDRESS | ADDRESS (NO P.O. BOX) |
| CITY, STATE, ZIP | CITY, STATE, ZIP |
| AUTHORIZED BY (NAME AND TITLE) | PERSON ORDERING (NAME AND TITLE) |
| TELEPHONE NUMBER | TELEPHONE NUMBER |
| DATE/TIME ORDERED | DATE/TIME ORDERED |
| REQUESTED METHOD OF DELIVERY | |

| REQUEST NUMBER | NFES NO. | QUANTITY | U/I | ITEM DESCRIPTION PAGE OF PAGE |
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STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
**INCIDENT REPLACEMENT REQUISITION**
FC-315 (11/05) Formerly Optional Form - Page 2 of 3

## **INCIDENT REPLACEMENT REQUISTION**, *Continuation Page*

| REQUEST NUMBER | NFES NO. | QUANTITY | U/I | ITEM DESCRIPTION PAGE OF PAGE |
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# FC-315
# INSTRUCTIONS FOR USE

**INITIAL AND EXTENDED ATTACK INCIDENTS:**

The Incident Commander approves replacement request based on Engine Accountability sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

- If equipment and supplies are available at the incident for replacement, the request is filled at the incident host unit.
- If equipment and supplies are unavailable at the incident for replacement AND the requesting resource is not being immediately demobilized, the hosting unit will place a resource order for needed items through appropriate channels to the servicing fire cache or vendor. The order will be shipped to the incident and replacement will take place at the host unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an FC-315 will be completed by the host unit, 'S' number issued, signed by the authorizing official and given to the requesting resource.
- On an Initial or Extended Attack incident, where a Supply Unit has not been established, approvals are limited to the Incident Commander or Agency Representative.

**LARGE INCIDENTS WHERE A BASE HAS BEEN ESTABLISHED:**

The incident Supply Unit Leader (SPUL) will be responsible for handling incident replacement requisitions when a incident base is established. The SPUL approves replacement request based on Engine Accountability sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

- If equipment and supplies are NOT available at the incident for replacement, AND the requesting resource is not being immediately demobilized, The Supply Unit will place a resource order for needed items through appropriate channels to the servicing fire cache or vendor. The order will be shipped to the incident and replacement will take place at the Supply Unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an Incident Replacement Requisition (FC-315) will be completed by the Supply Unit, a 'S' number issued, signed by the authorizing official and given to the requesting resource.
- Authorized approvals and signatures MUST be included on the FC-315. For large incidents where a Base has been established, these approvals are limited to Incident Supply Unit Leader, Logistics Section Chief, Incident Commander or Agency Representative.

Replacement orders will be based on approved OF-315's and must be processed within 30 days of control of incident. A copy of the FC-315 will be attached to all pay documents charged against an incident number.

(Revision 4/04)

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

# PERSONNEL AND EQUIPMENT REPORT

FC-33 (REV. 01/19)

| PROJECT ID/INCIDENT NO. | INCIDENT NAME | REQUEST NO. |
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| | | |

| PERSONNEL SHIFT SCHEDULE | HOME UNIT |
|---|---|
| ☐ 0800-0800 ☐ 0700-0700 ☐ 0000-2400 | |

| Date COMMITTED Time | | Date RETURNED Time | |
|---|---|---|---|
| | | | |

| RESOURCE ID |
|---|
| |

| DOC NO. | |
|---|---|
| | |

| TIME RECORDER: | TIME RECORDER HOME UNIT | RPTG STRUCTURE: | SVC LOC: | ☐ AMENDED COPY |
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PAGE ___ OF ___

EQUIPMENT ACTIVITY

| ORG | RADIO NO. | KIND | ID NO. | Date | | | | | | | | | | | | | | Totals | |
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REMARKS:

CELL PHONE:

## FC33 INSTRUCTIONS

Refer to CAL FIRE Handbook Section 3800 for complete policies and procedures. eFC-33 automates many of these fields. See the eFC33 Quick Reference or Tutorial for instructions on entering data into the electronic system.

**PROJECT ID / INCIDENT NO:** Enter Incident Number; e.g., F18CACDF 001234, F18CAAEU 000654, F18CALAC 003564.
**INCIDENT NAME:** Enter Incident Name.
**REQUEST NO:** Alpha/Numeric number assigned to the request for equipment or position; e.g., A-1, C-2, E-3.12, O-4.
**PERSONNEL SHIFT SCHEDULE:** Check one box that designates employee(s) duty day. Non-Bargaining Unit 8 employees are 0000-2400 (miscellaneous work schedules).
**HOME UNIT:** Enter three letter home unit designator; e.g., BTU, LMU, RRU.
**DATE AND TIME COMMITTED:** Enter calendar date and time (military time) committed to the incident. Enter the EXACT time (do not round it up or down).
**DATE AND TIME RETURNED:** Enter calendar date and time (military time) returned from the incident. Enter the EXACT time (do not round it up or down).
**RESOURCE ID:** STATION - Station or crew name given to the unit; e.g., WESTWOOD #1, DEVIL'S GARDEN 4, etc. OVERHEAD - Indicate fire line assignment; e.g., DIVS, FOBS, PTRC. STRIKE TEAM/TASK FORCE – Enter the ST/TF number; e.g., ST9223C, ST9488G. Resources assigned to ST/TF also enter the ST/TF number.
**DOC NO:** eFC33 automatically assigns the Document Number; otherwise, leave blank.
**TIME RECORDER:** Enter Time Recorder's Name.
**TIME RECORDER HOME UNIT:** Enter Time Recorder's three letter home unit designator.
**REPORTING STRUCTURE:** If incident is charged to a specific Reporting Structure (legacy Index Code), enter it; otherwise enter "Home" for home unit Reporting Structure.
**SERVICE LOCATION:** Enter the correct Service Location for the incident; e.g., 00900 = Wildland Fire Suppression, 00907 = Move Up and Cover, 00908 = Special Staffing Pattern.
**AMENDED COPY:** Check the box if this is an amended copy.
**PAGE __ OF __:** Note if more than one page is used.

**Equipment Activity**
**DATE:** Show date of month, starting with the first date of the Incident; e.g., if the incident started on a Wednesday, enter the calendar date above the "WE" block, and begin to show activity on that date.
**ORG:** Only Organization A & B equipment are entered in the eFC33. Paper FC-33 forms may be completed for C, OES, CDC, CYA, etc.
**RADIO NO:** Radio number of unit; e.g., E2262, B2514, DT2140, OES196, E10, etc.
**KIND:** Kind of equipment; e.g., Fire Truck Heavy, Sedan, Pickup, Steam Table Unit, Mobile Kitchen Unit, Chainsaw, Generator, etc.
**ID NO:** Enter the "X" number for the vehicle; e.g., 2X356, 44X36. If there is no "X" number another ID number may be entered.
**HOURS:** Enter the total number of hours the equipment was used for each day. If eFC33 is used the hours will auto-fill. *NOTE: Primary equipment hours are entered PORTAL TO*
**PORTAL:** When the equipment time is transmitted to the Cost Recovery program it will automatically convert hours to days and calculate the maximum billable hours.
**TOTALS:** Enter total number of hours for "This page." If multiple pages' fill in the "All Pages" total.
**ACTIVITY:** Operational period assignment or duties. For example: "IA" for Initial Attack, "TVL" for Travel time, "STG" for Staging, "Rest" for a rest day, "A, B, C, D" for Division assignments. Begin to show activity on first day assigned to Incident.

**Personnel Activity**
**ORG:** Only Organization A or B personnel are entered in the eFC33. Paper forms may be completed for OES, CDC, etc.
**PAR:** This box is checked if the employee was not on the incident for the entire commit/return time. If entered into eFC33 the partial time is automatically calculated. If a paper form, note the partial time in REMARKS.
**LAST:** Enter employee's Last Name.
**FIRST/MI:** Enter employee's legal First Name and Middle Initial. Do not enter abbreviated or nicknames.
**CLASS:** Enter class code or, if unknown, enter abbreviation for civil service title; e.g., BC, FC, FAE, FF1, SSA, AGPA, etc. VOL (Volunteer) and PCF (Paid Call Firefighter) are entered on the paper FC33 form but are not entered in eFC33.
**DUTY:** Hours scheduled for each duty day.
**ST:** Total straight time worked for that day. Begin to show activity on first day assigned to the Incident. Hours are calculated to the **QUARTER** hour for BU8 and non-BU8 personnel based on the actual commit and return times.
**OT:** Total overtime worked for that day. Begin to show activity on first day assigned to the Incident. Hours are calculated to the **QUARTER** hour for BU8 personnel based on the actual commit and return times**. Check MOU's for non-BU8 employees.**
**TOTALS:** Enter total number of ST and OT hours for "This page." If multiple pages' fill in the "All Pages" total.
**REMARKS:** Enter any other pertinent information; e.g., personnel schedule changes, personnel change out during the incident, passenger in a vehicle (explains why no equipment on FC33), rental vehicle, etc. FC33s are to be filled out for **any** resource that is cancelled or diverted (note in remarks). If reassigned, enter to what incident. If covering, note who covering behind with the request number and incident number. For cost recovery purposes, purchases and other financial documents will come from CALSTARS and do not have to be tracked on FC33. DO NOT include items lost, used, or damaged on the incident. Enter this information on proper PL&D and/or Fire Line Replacement forms. (FC-315)
**CELL PHONE:** Enter the cell phone number for the resource.

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

# SERVICE ORDER

CAL FIRE-93 (REV. 01/19)

| 1. AGENCY DOCUMENT/INVOICE NUMBER | |
|---|---|
| | UI |

| 2. CONTRACTOR (Name and Address) | 3. PHONE: | 4. SUPPLIER ID. | 5.BILLING CODE/CAN # | PAGE OF PAGE |
|---|---|---|---|---|
| S/B ☐ M/B ☐ DVBE ☐ | 6. ADMINISTRATIVE UNIT FOR PAYMENT | | | |
| 7.<br>☐ CAL FIRE-20 CONTRACTOR CERTIFICATION CLAUSES SIGNED **(REQUIRED)**<br>☐ CAL FIRE-501 CONTRACTOR CERTIFICATION CLAUSES SIGNED (IF APPLICABLE) | | | | |

8. CONTRACTOR agrees to provide the STATE with the following services:

Agreement Term: Start Date: to End Date:

Detailed description of work to be performed:

9. WAS P- CARD USED FOR THIS PURCHASE? ☐ YES ☐ NO

| NOTE: Contract release for and in consideration of receipt of payment in the amount shown on line 14. Contractor hereby releases the State from any and all claims arising under this agreement except as reserved below (Item 15) | 10. Total Amount Due (This Page) | |
|---|---|---|
| | 11. Sales Tax | |
| | 12. Gross Amount Due | |
| 15. REMARKS No damage/No claim | 13. Deductions | |
| | 14. Net Amount Due | |

16. INDICATE STATE PURPOSE

| Amount | Appropriation Ref | Fund | ENY | Account | Alt Account |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

| Program | Project ID | Activity | Rptg Structure | Svc Location |
|---|---|---|---|---|
| | | | | |
| | | | | |

| 17. CONTRACTORS SIGNATURE | PRINT NAME AND TITLE | DATE |
|---|---|---|
| 18. RECEIVING OFFICER'S SIGNATURE | PRINT NAME AND TITLE | DATE |
| 19. PURCHASE AUTHORIZED By (Signature) | TITLE | PHONE |

STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
**SERVICE ORDER**
CAL FIRE-93 (REV. 01/19)

# GUIDE FOR EMPLOYEES WHO ISSUE CAL FIRE-93 SERVICE ORDER

The CAL FIRE-93 is a Service Order Request document that can be used to acquire certain services up to a maximum of $9,999.99* ***ONLY***. These services include non-repetitive Non-Incident Emergency Services and non-repetitive Non-Incident Urgent Need Services up to $9.999.99* as specified below. The CAL FIRE-93 can be used to acquire services with no dollar limit ***for EMERGENCY FIRE SUPPRESSION COSTS CHARGEABLE TO THE EMERGENCY FUND ONLY.*** Hired equipment, emergency aircraft, goods, personnel, or services of a hazardous nature, (e.g., HAZMAT, Pest Control, Drilling, etc.) ***cannot*** be purchased using the CAL FIRE-93 except what is specified below. Typical uses of the CAL FIRE-93 are as follows:

**Typical Incident Uses:**

Motels
Facility rental
Local Government Resources
Portapotties
Rental of equipment ***(Personnel and Equipment not listed in the Rate Book)***

Chainsaw repair (Parts & Labor)
Canopy rental
Chair rental
Table rental
Computer rental
Copier rental

**Typical Non-Incident Emergency Uses: (Non-Repetitive)**

Health & Safety for the immediate preservation of life and state property.

- Water and/or sewer services**
- Facility Repair Services*
- Medical Services*

** (For services under $10,000)

**Typical Non-Incident Urgent Need Uses: (Non-Repetitive)**

- Equipment Repair
- Carpet Cleaning
- Vehicle Repair (up to Office of Fleet Administration delegated limit)

Note: Services classified as Urgent/Non-Incident should be unplanned, non-recurring services less than $10,000 (Except for vehicle repair services.)

*SERVICES BETWEEN $5,000 AND $9,999.99 REQUIRE A CAL FIRE-13 PRIOR APPROVAL FORM APPROVED BY THE BUSINESS SERVICES OFFICE (BSO) UNLESS THE SERVICES ARE OBTAINED FOR EMERGENCY FIRE SUPPRESSION CHARGEABLE TO THE EMERGENCY FUND ONLY

1. Agency Document/Invoice Number: Refer to Handbook 3600 Section 3762.3.1 for document numbering schematic for UI documents.
2. Contractor Name and Address: Enter the complete name and mailing address for contractor. Indicate if business is a Certified Small Business (S/B),Certified Micro Business (M/B) or a Disabled Veteran Business Enterprise (DVBE).
3. Phone: Contractor's telephone number.
4. Supplier ID: Number from the FI$Cal Supplier ID Table or if a new supplier enter STD-204 information into the supplier ID table of FI$Cal. Upload the STD -204 into the FI$Cal supplier table and wait for approval from FI$Cal.
5. Billing Code: Use appropriate agency billing code for incident.
6. Administrative Unit for Payment: Enter address of the appropriate unit.
7. CAL FIRE-20 Contractor Certification Clauses Signed: **CAL FIRE-20 MUST be completed for any services being performed using a CAL FIRE-93.** CAL FIRE-20 will remain with the unit files.
8. Contractor agrees to provide the STATE with the following services: Include the beginning and ending date of the term for the agreement. When used for services or equipment rental give a detailed description of service being provided. When using CAL FIRE-93 for local Government Resources give detailed description of work being done or write as per attached and attach supporting documentation from the local government entity.
9. Was P-CARD used for this purchase: Check appropriate box.
10. Total Amount Due (This Page): Total for page.
11. Sales Tax: Tax for parts (e.g. chainsaw parts, portapotties and shower units)
12. Gross Amount Due: Grand total before deductions.
13. Deductions: Enter any deductions.
14. Net Amount Due: Total amount after deductions.
15. Remarks: Enter any noteworthy information. (e.g., No Damage/No Claim).
16. Indicate State Purpose: **MUST** enter a brief statement of what the valid state purpose of this service was, and note GOING FIRE, if applicable.
17. Contractors Signature: Contractor or authorized representative sign and date CAL FIRE-93.
18. Receiving Officer's Signature: Person verifying receipt of services provided, must sign and date CAL FIRE-93.
19. Purchase Authorized by: Signature, title and phone number of person authorizing acquisition and payment of this service.

STATE OF CALIFORNIA
Department of Forestry and Fire Protection

# Contractor Certification Clauses for Services

CAL FIRE-20 (Rev. 05/15) (Page 1 of 3)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| *Contractor/Firm Name (Printed)* | *Federal ID Number* |
|---|---|
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | |
| *Date Executed* | *Executed in the County of* |

**ATTENTION CONTRACTOR: Please be sure to initial clauses, where required.**

**1. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720**: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

**CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:**

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

**2. STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

**3. DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.
c. Every employee who works on the proposed Agreement will:
   1) receive a copy of the company's drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**4. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**5. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE-PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**6. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**7. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**8. DOMESTIC PARTNERS:** For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

**1. PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

**2. CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

**3. LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**4. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**5. CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**7. RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**8. AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**9. PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

**10. PREVAILING WAGES:** (Rates can be viewed at www.dir.ca.gov/DLSR)

1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
2) In accordance with Labor Code section 1813, contractor shall forfeit to the State a penalty of twenty-five dollars ($25) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.
3) Contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.
4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars ($25) per day as a penalty to the State for each worker employed under the contract in violation of this law.
5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

**11. CHILD SUPPORT WITHHOLDING DISCLAIMER:** Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California FC 5206, 5246, and 17512.

# 2026 Radio Operating Plan

*Poudly Serving the Agencies of*

*Amador and El Dorado Counties*

## Scope

The Radio Operating Plan shall be utilized by CAL FIRE, as well as all the Federal and Local Government Agencies dispatched to or responding to an incident under the jurisdiction of the Camino Interagency Command Center (CICC) in the Amador, El Dorado Unit.

All cooperators utilizing frequencies described in this document or its attachments shall adhere to this plan while operating as part of the CICC radio system. The CICC shall be referred to as the Emergency Command Center (ECC) throughout this document.

## Purpose

The Radio Operating Plan was developed to comply with FIRESCOPE and to provide common procedures and a shared understanding of the communication system utilized by the ECC. Additionally, the Automatic Vehicle Location (AVL) procedures outlined in this document are designed to establish a common set of guidelines for all AVL-equipped resources with Tablet Command (TC).

**Note:** New or updated language for 2026 is highlighted in YELLOW.

## Procedure

### Dispatch Frequency

This frequency will primarily be used for dispatching resources to new emergencies and for system-wide radio announcements. Resources not assigned to an incident shall always monitor the dispatch frequency. The closest available resources will be dispatched to all incidents in accordance with a standard response plan agreed upon by all agencies. Resources in the vicinity of an incident shall proceed toward the dispatched incident. If they are not dispatched, they shall notify the ECC of their location and availability on the appropriate command frequency after the check-back. The ECC will then determine whether the resources are to continue to the incident.

The following are the dispatch frequencies utilized by the ECC.

- AEU Local Net – CAL FIRE – Amador El Dorado Unit
- ENF Forest Net – USFS – Eldorado National Forest
- TMU Basin Net – USFS – Lake Tahoe Basin Management Unit

### Primary Use

1. ECC dispatching of new incidents
2. Lookout Smoke Reports
3. System Status Management assignments (Move-up/Cover)
4. System wide radio announcements
5. Flight following for CAL FIRE aircraft (AEU Local Net)

### Secondary Use

Secondary use of the dispatch frequency includes notifying the ECC for an agencies Duty Chief/Battalion Chief assumes operational coverage but shall not interfere with emergency operations.

### Command Frequencies

Resources assigned by the ECC to an incident and not yet at scene or staged shall monitor the assigned command frequency. The Incident Commander shall monitor the assigned command frequency. Command frequencies will be assigned by the ECC based on the geographical locations listed below.

- El Dorado County – El Dorado Command
- Amador County – Amador Command
- Eldorado National Forest – ENF Forest Net
- Tahoe Management Unit – TMU Basin Net
- Sacramento County SRA (north of Latrobe Rd and along Michigan Bar Rd. to the Cosumnes River) – El Dorado Command
- Sacramento County SRA (all other areas) – Amador Command
- San Juaquin County SRA – Amador Command

**Command frequencies will be utilized for the following:**

- Facilities and/or field resources reporting new emergency incidents
  - (See Radio Traffic Communication Priorities and Radio Traffic Terminology)
- Communication while responding to emergency incidents
- Resource status changes
- Essential routine or administrative traffic that does not interfere with emergency operations.

## Tactical Frequencies

### Tactical Frequencies – Incident Assigned

These identified frequencies are used as the primary method of operational communications while assigned to an emergency incident. Tactical frequencies are used for at-scene communication between the incident commander and all resources assigned to the incident. Resources assigned to the incident or staging shall monitor the assigned tactical frequency. Incident commanders and all assigned resources shall always monitor the incident tactical frequency. All tactical frequencies utilized by the emergency incident will be assigned by the ECC (See Attachment A).

#### Exception

Resources assigned by the ECC to stage for the purposes of scene security shall remain on the assigned command frequency until the scene is secured and they are cleared to enter.

**V-Fire 24** is automatically assigned to every incident as an emergency secondary tactical frequency. This frequency is for emergency use only, such as a firefighter mayday. The IC shall advise the ECC if the use of this frequency has been initiated. The only exception is in the Tahoe Basin, where V-Fire 24 is issued as a secondary tac channel for some vegetation fires.

**Tactical Frequencies – Non-Emergency Use**

These identified tactical frequencies are authorized by the ECC for use at any time for communications between resources during training, work projects, etc. These frequencies may be utilized without requesting prior authorization by the ECC. If radio frequency interference occurs during non-emergency use, the ECC can direct those affected resources to an additional tactical frequency upon request.
***The identified tactical frequencies for non-emergency use are authorized only for radio communications in Amador and El Dorado Counties (See Attachment A). ***

**Inter-Operability Tactical Frequency**

This frequency is assigned for use on incidents involving outside agencies such as State Parks, Law Enforcement, EBMUD, etc.

## Radio Traffic Communication Priorities

Radio traffic communications shall be prioritized in the following order:

1. Imminent life threat emergency or life safety hazard to incident emergency personnel
2. Imminent life threat or life safety hazard to the public
3. First report of a new incident
4. Dispatch/Checkback of a new incident
5. On-going incident communications
    - Non-urgent incident communications may be transmitted via AVL
6. Routine traffic
    - Routine status changes shall be transmitted via AVL whenever connectivity exists (See attachment E)

## Radio Traffic Terminology

The following terminologies are utilized for prioritizing radio communications:

**Emergency Traffic:** Radio terminology declared to announce an imminent or immediate life-threatening situation to incident emergency personnel, Incident Commander (IC) and/or Emergency Command Center (ECC).

**Emergency Traffic Only:** Radio terminology used on the affected frequency or frequencies to cease all unrelated radio traffic until the emergency is mitigated and the frequency is clear for routine traffic.

**Incident Traffic Only:** Radio terminology used by the ECC to clear routine radio traffic due to heavy usage. All routine radio traffic is restricted until the frequency is cleared by the ECC.

**Mayday:** Radio terminology used as a personal declaration of an imminent or immediate life-threatening situation by an individual or aircraft. This declaration is a general broadcast request for immediate assistance.

**New Incident:** Radio terminology used by a facility or resource for the initial report of a new incident to the ECC. New Incidents should be reported via radio on the geographically assigned command frequency based on the location of the new incident. When reporting a new incident, the reporting resource should specify any resource needs that differ from the standard response plan.

**Example**

**Engine 49:** "Camino, Engine 49, El Dorado Command Tone 10, New Incident, Traffic Collision"
**Camino:** "Engine 49, Camino"
**Engine 49:** "Camino, Engine 49 at scene of a traffic collision, East Bound Hwy 50, just east of El Dorado Road, start a full response".

**Routine Traffic:** General radio usage not related to a new or ongoing incident, including the following:

- Administrative traffic
- Resource status (Enroute, RTQ, AOR, AIQ, etc.)
    - Status changes shall be transmitted via AVL whenever connectivity exists
- Delayed responses (out of service, training)
    - Any status change that requires acknowledgment from the ECC shall be transmitted via radio and not AVL
- Ongoing incident logistical needs
    - May be transmitted via AVL
- Direct (car-to-car) traffic
    - Messages may be sent car-to-car via AVL
- Requests for Estimated Time of Arrival (ETA)

*No other radio traffic terminology is approved (i.e., priority traffic, urgent traffic, etc.).*

## Incident Commander

The Incident Commander (IC) shall be assigned to the incident with the following considerations:

**ECC Duty Officer** – Serves as Incident Commander until arrival of the first company officer (Policy 8132).

**Air Attack Officer** - The air attack officer may be designated as IC by the ECC until another qualified officer, personnel, and/or resource arrives at scene.

**Company or Chief Officer** - The first qualified company officer or chief officer who arrives at scene will normally be transitioned into the IC position from either the ECC Duty Officer or the air attack officer assigned to the incident.

**Authority Having Jurisdiction** - The first qualified company officer or chief officer from the authority having jurisdiction may assume the IC of an incident as incident needs dictate. This applies when there are multiple agencies responding to an incident.

Upon arrival and assignment of the first IC, the **ECC will announce the assigned IC, tactical frequency, and current time** to all resources assigned and responding to the incident.

If the Incident Commander's responsibilities are transferred during an incident, the ECC will announce the update by radio. A ranking officer arriving at scene (after assessing the situation) has the authority to state "no change in command" or "assuming command." The Incident Commander is responsible for all resources assigned to the incident.

## Status Change

The ECC shall be advised of all resource status changes on the appropriate command frequency. This may include a change in status by the Incident Commander for resources when assigned to an incident. A change in the location of a resource shall be given as an address, street and cross street, or common place name. **A unit being available in district is not an acceptable status.** AVL equipped resources may status themselves via AVL unless the status creates a delayed response (see Attachment E for appropriate use guidelines for AVL status changes and AVL messaging).

## Move-up/Cover

The ECC is responsible for maintaining System Status Management (SSM) compliance for all resource types. The ECC will immediately consider SSM compliance at the conclusion of each dispatch and thereafter as additional resources are committed and/or released. The ECC will consider the length and probability of commitment, in addition to the location and estimated time of arrival (ETA) of cover resources when assigning coverage.

SSM assignments will be made on the dispatch frequency. Cover assignments shall be made utilizing the individual tone of the resource to be moved on the dispatch frequency. The ECC shall announce to stations and personnel to cover the appropriate stations if necessary. Resources assigned to a SSM post will acknowledge their move-up/cover and location upon arrival on the command frequency. Resources will continue to monitor the dispatch frequency for new assignments.

The ECC tracks SSM movement as an incident in CAD. Accordingly, AVL equipped resources shall utilize appropriate statuses when assigned to a cover (see attachment E).

### Example 1 (Radio Only)

**Dispatch Frequency**
**Camino:** “Engine 5361, cover station 112”
**Command Frequency**
**E5361:** “Camino, Engine 5361 enroute Station 112”

**Dispatch Frequency**
**Camino:** “Jackson City personnel staff station 132”
**Command Frequency**
**Station 132:** “Camino, Engine 6332 staffed with two”

### Example 2 (AVL Equipped resource)

**Dispatch Frequency**
**Camino:** “Medic 61, Cover Station 28”
**AVL Status:** M61 uses the RESP function when enroute to the assigned cover
**AVL Status:** M61 uses the IAO or AT SCN function when arriving in the zone of, or at the assigned cover location

**When a resource is cleared to return to quarters:**
**Dispatch Frequency**
**Camino:** "Medic 61, Clear for Quarters"
• The ECC will place the resource in a "CEN" status in CAD
**AVL Status:** M61 uses the RTQ function when returning to quarters
**AVL Status:** M61 uses the AIQ function when in quarters

Personnel covering a station shall advise the ECC on the appropriate command frequency of the status change of the resource being staffed. Personnel down-staffing equipment may be asked to maintain staffing if SSM will be adversely impacted.

## Self-Initiated Moves

Resources that self-initiate a move outside of their normal response area shall advise the ECC of the move and the estimated duration via radio, regardless of AVL status. If an AVL equipped resource leaves their station and remains in their response area, AOR shall be used. This helps CAD from incorrectly suggesting a cross-staffed resource to a new call.

### Example

**Command Frequency**
**E2761:** "Camino Engine 2761 enroute to the El Dorado Shop for a B service. We will be out of our response area for approximately 2 hours." Engine statuses themselves AOR

**Command Frequency**
**E19:** "Camino Engine 19 enroute to Station 25 for a 30-minute detail."

## Units Staffed as a Result of a Call Back

Resources shall indicate their staffing level and geographic location upon staffing. Resources shall acknowledge the directive (respond or cover assignment) given by the ECC.

## Pre-Alert

All incidents, except for medical transfers, that are dispatched by the ECC will be pre-alerted on the appropriate dispatch frequency. Two beeps during a pre-alert signifies a code 2 response, while three beeps signify a code 3 response. The pre-alert will include additional simul-selected dispatch frequencies based on the incident location and the interagency resources needed as per the response plan.

**Example:**

**Camino:** “25 Medical Main Street”

Radio silence shall be maintained on the dispatch frequency between the pre-alert and the tones of an incident.

## Tones

The ECC will tone individual resources and radio silence shall be maintained between the tones and the dispatch of an incident.

## Dispatch

The closest resources available will be dispatched to all incidents in accordance with a standard response plan based on the current resource status. CAD will suggest AVL equipped resources based on their current GPS location. For all others, CAD will dispatch off their current location in CAD.

**Example**
**Camino:** “E25 M25 Medical 123 Main St. Cross of Spring St.”

## Resource Check Back

***El Dorado County Only***

Resources responding to an incident (within El Dorado County) **without** an assigned IC designator will utilize their AVL to status their response. If all responding resources status as “RESP” within the permitted check back time, (1 min. during day 0700-1900 and 3 min. at night 1900-0700) a check back via radio will not be completed by the ECC. If a resource or resources are not equipped with AVL or does not status within the above stated time, a checkback for those resources will be initiated. The resources that are statused prior to checkback using their AVL will not be identified during the checkback. For any incident **with** an assigned IC designator, a check back via radio will be completed. Any resource not in “RESP” status prior to the permitted check back time will receive a check back via radio.

Exceptions to the above procedure are as follows:

- Life/Safety alert will consist of three alert tones, interposed by three higher frequency alert tones. This special three-alert tone configuration will be used exclusively during a life/safety announcement such as “power lines down.” **All resources, regardless of AVL status, shall acknowledge receiving**

**the life/safety announcement by acknowledging the hazard via radio during resource check back.**

- A check back via radio will be completed by the ECC for any incident involving staging required

- A check back via radio will be completed by the ECC for any resource not equipped with AVL capabilities.

- Anytime the ECC sees fit to initiate a check back via radio for any special circumstances. Example: Positive EIDS

**Resources responding "in place of" another resource**

- A resource responding in place of another resource shall advise the ECC of the status of the resource being replaced. The ECC will dispatch the new resource onto the call and status the old resource appropriately. AVL equipped resources being replaced shall not status themselves. The ECC will status the resource(s) being replaced in CAD

  **Example**

  **Camino: "**E2771 Confirm Response"
  **E2751:** "E2751 in place of, E2771 available in quarters"

**Exception to the resource check back**

- A resource arriving at scene prior to the completion of check back shall advise the ECC to hold check back and provide a brief report on conditions including resource needs if different from the initial dispatch.

**Note: When the ECC requests a check back on the command frequency, the resource being hailed shall respond back on the command frequency regardless of AVL status.**

## *Amador County, Lake Tahoe Basin Management Unit and Non-AVL Equipped Resources*

Resources dispatched to an incident shall acknowledge their response to the incident when requested by the ECC on the appropriate command frequency during the incident resource check back. Resources that respond to the incident that were not dispatched shall advise the ECC of their location for the dispatched incident after

check back. All resources that are dispatched and responding to an incident shall monitor the command frequency while responding. AVL equipped resources shall status themselves appropriately when connectivity exists (See Attachment E). A checkback will occur for all non-AVL equipped resources, and AVL resources will be identified and voiced out during the completion of the checkback as responding via AVL.

**Life/Safety Alert**

Life safety alert will be three alert tones interposed by three higher frequency alert tones. This special three alert tone configuration will be used exclusively during a life/safety announcement such as “power lines down.” **All resources, regardless of AVL status, shall acknowledge receiving the life/safety announcement by acknowledging the hazard via radio during resource check back.**

**Resources responding “in place of” another resource**

- A resource responding in place of another resource shall advise the ECC of the status of the resource being replaced. The ECC will dispatch the new resource onto the call and status the old resource appropriately. AVL equipped resources being replaced shall not status themselves. The ECC will status the resource(s) being replaced in CAD

  **Example**

  **Camino: “**E2753 Confirm Response”
  **E2783:** “E2783 in place of, E2753 available in quarters”

  **Camino:** “E6431 Confirm Response”
  **E6420:** “E6420 in place of, E6431 down staffed”

**Exception to the resource check back**

- A resource arriving at scene prior to the completion of check back shall advise the ECC to hold check back and provide a brief report on conditions including resource needs if different from the initial dispatch.

**Note: When the ECC requests a check back on the command frequency, the resource being hailed shall respond back on the command frequency regardless of AVL status.**

## Incident Communications

All Communications between the IC and ECC will be transmitted on the predetermined command channel for all initial attack incidents. Extended attack incidents may have other frequencies assigned and an incident specific command frequency if needed (i.e., CMD I, CMD II). All frequencies will be requested by the IC and/or ECC.

### Fire Status Updates:

The incident commander or last unit at scene will be responsible for providing the ECC with the status of a fire using the following terminology and definitions:

**Fire Contained:** The forward spread of the fire is stopped and based on current and expected conditions, can be reasonably expected to hold without further augmentation of resources. A fire will typically be in contained status prior to being controlled status.

**Fire in Patrol Status:** The fire no longer requires resources to remain on scene overnight but does not fully meet the definition of controlled.

**Fire Controlled:** To complete control line around a fire, any spot fires, and any interior islands to be saved; burned out any unburned area adjacent to the fire side of the control line; and cool down all hot spots that are immediate threats to the control line, until the lines can reasonably be expected to hold under foreseeable conditions." A fire in controlled status would not, under normal circumstances, require resources to recommit to, or patrol the fire. The resource advising that the fire is controlled will provide the ECC with the final acreage and the name of the company officer responsible for the fire report, if not already provided. (HB 7751.3.1)

**Fire Out:** Fire Out is a term used by the Federal Agencies and is a required Fire Status and must be recorded. Once a fire is deemed out the individual responsible has 10 days to complete the fire report used by the Federal Agency having jurisdiction.

## Resource / Station Identifier

Resources shall use their **FULL** resource identifier for all radio traffic. Stations shall be addressed utilizing their numerical Identifier only.

**Example:**

- **Engine 25:** "Camino Engine 25 in quarters Station 25"
- **Engine 2751:** "Camino Engine 2751 in quarters Station 43"

## Resource Staging

Resources arriving at staging shall advise the ECC on the assigned command frequency. AVL equipped resources should use the STG status when arriving at staging. For incidents where resources are staging for scene safety purposes, the ECC will utilize the CEN status and announce via radio when resources are clear to enter the scene.

## Resource at Scene

### *El Dorado County Only*

Resources arriving at scene (when no IC designator has been assigned) shall utilize their AVL to status “AT SCN”. **When an IC designator has been assigned, the first arriving resource will announce via radio they are at scene followed by initial report on conditions.**

### *Amador County and Non AVL Resources*

Resources arriving at scene shall advise the ECC on the command frequency prior to switching to the assigned incident tactical frequency. Resources arriving at scene **DO NOT** need to announce they are switching to the assigned tactical frequency. AVL equipped resources should use the “AT SCN” function. **The first arriving resource on any call type and regardless of AVL status shall announce via radio that they are at scene.**

## Air Ambulance Operations

When call taker information or the initial report on conditions warrants, an air ambulance will be dispatched. The ECC will typically dispatch the air ambulance to the incident scene. If responding units determine that a more appropriate helispot exists, they will advise the ECC on the command frequency, and the incoming air ambulance will be redirected accordingly. A helispot coordinator will be assigned by responding fire personnel or the ECC. The helispot coordinator will switch to CALCORD for coordination with the incoming air ambulance. If CALCORD is unavailable, any high-band tactical frequency may be used. The helispot coordinator or IC shall advise the ECC when the air ambulance has landed and taken off. The flight destination shall be provided to the ECC upon take-off (even if it is to return to base).

## Report on Conditions (Initial, Follow Up, Closing)

When the first resource arrives at scene, it is their responsibility to give an initial report on conditions via radio and identify if they are assuming IC and utilize the following guidelines:

### Structure Fire - Initial

1. Unit designator at scene
2. Establish Orientation of the incident (A side is address side unless otherwise stated)
3. Confirmation of incident location (If different than given on dispatch)
4. A brief description of the building
    a. Occupancy (house, apartment, strip mall, box store, high-rise, church, etc.)
    b. Size (large, medium, small) number of floors
5. Incident conditions
    a. Nothing showing
    b. Smoke showing (amount, location)
    c. Fire showing (amount, location)
    d. Exposures
6. Brief description of action taken by officer and crew members
    a. Assuming or passing command
7. Any safety hazards
8. Request required resources when necessary

Example: Camino, Engine 89 arrived on the alpha side of a medium two-story commercial building with smoke showing from the second floor. We're initiating fire attack, next due take water supply, assuming command.

Example: Camino Engine 28's arrived on the alpha side of a single-story residence with smoke showing from the front door. This will be a rural water supply, we're initiating fire attack, next due provide a tank transfer, assuming Command

### Structure Fire - Follow Up

1. Confirm 360 is completed and report findings
2. Confirm strategy (offensive vs defensive)
3. Report on exposures
4. Utilities secured during 360
5. Request additional resources as needed
6. Any other pertinent information

Example: Camino, Street IC, completed 360, utilities secured, 1 exposure threat on Charlie side of the structure, ready to copy resource request

**Structure Fire - Closing**

1. Confirmed false alarm
2. Knock down on the fire
3. Primary and secondary search complete
4. Commitment time
5. Cancellation of PAR clock
6. Property turned over to homeowner

Example: Camino, Street IC, knock down on the fire, can handle with resources at scene, commitment time approximately 2 hours, cancel the PAR clock

**Vegetation Fire – Initial**

1. Unit designator at scene
2. Confirmation of incident location (if different than given on dispatch)
3. Size of the fire **IN ACRES**
4. Type of fuel:
    a. Grass
    b. Brush
    c. Timber
    d. Slash
5. Rate of Spread:
    a. Slow
    b. Moderate
    c. Dangerous
    d. Critical
6. Assume or Pass command

Example: Camino, E2771 at scene, quarter acre in grass, slow rate of spread, assuming command.

**Vegetation Fire- Follow Up**

1. Structures impacted or involved
2. Access challenges
3. Staging
4. Incident command post
5. Topography
6. Initial actions

7. Unique circumstances (e.g., “well established on both sides of the river”).
8. Additional resource needs

Example: Camino, Street IC, with updated report on conditions. Fire is now 5 acres, well established mid slope, moderate rate of spread, have all incoming resources stage at Street and Corner, ICP will be located at Street School, ready to copy resource request.

**Vegetation Fire - Closing**

1. Forward progress stopped
2. Commitment time
3. Fire contained
4. Patrol status
5. Fire controlled
6. Person with the report

Example: Camino, Street IC, forward progress stopped, continue closest Type 1 crew code 2,
cancel the balance, commitment time approximately 1 hour .

Example: Camino, Street IC, fire contained at .26 acres, Captain Doe with the report, fire will
remain in patrol status, E2771 returning.

**Traffic Collision - Initial**

1. Unit designator at scene
2. Confirmation of incident location (If different than given on dispatch)
3. Number of vehicles involved
4. Extent of damage to the vehicle (s)
    a. Minor
    b. Moderate
    c. Major
5. Assume or pass command

Example: Camino E28, updated location is in front of 123 Street, 2 vehicles, moderate damage, assuming command.

**Traffic Collision – Follow Up**

1. Number of patients
2. Extrication required

3. Roadway blockage
4. Additional resource needs
5. Declaration of Mass Causality Incident (MCI)
    a. Level of MCI (0,1,2,3,4)
    b. Staging area
    c. Incident Command Post (ICP) location

Example: Camino, Street IC, 3 patients total, roadway partially blocked, requesting one additional medic unit code 3.

**Traffic Collision - Closing**

1. Incident is terminated or incident is turned over to law enforcement

**Can Handle with Units at Scene / Call Cancelled**

When the ECC is notified of "*can handle with units at scene*" or when a call is cancelled, the ECC will announce the "*can handle with units at scene" or "call cancelled*" on the command frequency initiated by a two-alert tone.
Following the cancellation, AVL units may status themselves RTQ. Any units not status RTQ after cancellation will receive a cancellation via radio.

**Continuing Resources**

When the IC designates a certain number or type of resources to continue in to scene, all responding resources will **WAIT** until the ECC has voiced out the resources to continue to status themselves via AVL. Resources **SHALL NOT** status themselves AIQ via AVL when cancelling while enroute from an incident as it will clear resource completely from the incident in CAD.

**Medic Unit Committed**

Incident Commanders shall notify the ECC on the command frequency as soon as possible when an El Dorado County JPA Medic Unit is committed to transport and its destination.

**Resources Available at Scene / Released from Incident**

Incident Commanders shall release resources on the appropriate tactical channel; the resources will notify the ECC on the command frequency as soon as they are available. Resources available at scene shall monitor the dispatch frequency. Available resources may be redirected to new incident or a move-up/cover assignment on the dispatch frequency. The last resource to clear an incident shall advise ECC via radio transmission and use the RTQ or AOS function if equipped with an AVL

(resources should not use the AOR function when clearing an incident, see Attachment E).

**Operational Summary**

Resources not assigned to incidents will scan the dispatch frequency, as priority, and the appropriate command frequency. This will facilitate a method of contacting other resources on command while minimizing the impact on the dispatch frequency. It is important that resources are responsive to traffic on the radio to minimize the impact to the frequency.

**Contacting the ECC**

When contacting the ECC by radio; verbalize your **FULL** resource identifier, frequency, and tone at the beginning of your transmission. All radio transmissions to the ECC will start with Camino.

**References**

- CAL FIRE Policy Handbook 8100 – Command and Control
- El Dorado County EMSA Policies and Procedures
- El Dorado County JPA Policies and Procedures
- CAL FIRE Policy Handbook 7700 – Emergency Incident Management

## Attachment A

The following are frequency allocations in El Dorado or Amador Counties (within the scope of this Radio Operating Plan).

| DISPATCH FREQUENCIES | XAM | XED |
|---|---|---|
| CAL FIRE - AEU LOCAL | 151.1900 RX / 159.2250 TX | |
| ENF - FOREST NET | 171.5250 RX / 162.7500 TX | |
| TMU - TAHOE BASIN | 172.3750 RX / 164.9625 TX | |
| | | |
| **COMMAND FREQUENCIES** | **XAM** | **XED** |
| CAL FIRE - COMMAND | 154.7625 RX / 159.1800 TX | 155.9025 RX / 159.2775 TX |
| CDF COMMAND 1 | 151.3550 RX / 159.3000 TX | |
| CDF COMMAND 2 | 151.2650 RX / 159.3300 TX | |
| ENF - FOREST NET | 171.5250 RX / 162.7500 TX | |
| TMU - TAHOE BASIN | 172.3750 RX / 164.9625 TX | |
| | | |
| **TACTICAL FREQUENCIES** | **XAM** | **XED** |
| INCIDENT ASSIGNED | CDF TAC 2 - 151.1600 | CDF TAC 9 - 151.3850 |
| | CDF TAC 8 - 151.3700 | CDF TAC 8 - 151.3700 |
| | CDF TAC 9 - 151.3850 | CDF TAC 2 - 151.1600 |
| | VFIRE 22 - 154.2650 | VFIRE 25 - 154.2875 |
| | VFIRE 23 - 154.2950 | VFIRE 26 - 154.3025 |
| | VFIRE 26 - 154.3025 | VFIRE 23 - 154.2950 |
| | VFIRE 25 - 154.2875 | VFIRE 22 - 154.2650 |
| **ASSIGNED SECONDARY** | **VFIRE 24 - 154.2725** | |
| **INTEROPERABILITY** | **CALCORD 156.0750** | |
| NON-INCIDENT (Training) | XAM TAC - 154.2500 | XED TAC EAST - 154.4300 |
| | | XED TAC WEST - 154.9950 |
| CDF AIR TO GROUND | A/G 3 – 159.3675 | |
| **USFS TACTICAL FREQUENCIES** | **RANGER DISTRICT** | **FREQUENCY** |
| ENF | Georgetown | R5 TAC 6 – 168.2375 |
| | Pacific | R5 TAC 7 – 167.9625 |
| | Placerville | R5 TAC 5 - 167.1125 |
| | Amador | R5 TAC 4 – 168.5500 |
| | Forest Wide (Non-Incident) | ENF TAC – 164.8250 |
| TMU | South Shore El Dorado | VFIRE 22 – 154.2650 |
| | North Shore Placer | VFIRE 23 – 154.2950 |
| | East Shore Nevada | VFIRE 26 – 154.3025 |
| CALCORD | 156.0750 T6 | |
| USFS AIR TO GROUND | A/G 14 - 167.5000 | A/G 59 - 169.1125 |

Incidents within the scope of this document and outside of El Dorado or Amador Counties shall have the command channel assigned and announced at the time of dispatch.

## Attachment B

## CAMINO ECC FREQUENCY REPEATER LOCATIONS

### Tone Locations - AEU Local Net

151.1900 RX / 159.2250 TX Note: PL Protection 146.2

Tone 1 – Danaher – Mt Danaher Rd. – Camino
Tone 2 – Zion – Mt Zion Lookout Rd. – Pine Grove
Tone 3 – Hotchkiss – Hotchkiss Hill Rd. – Georgetown
Tone 4 – Union – Sly Park & Park Creek Rd. – Pollock Pines
Tone 5 – Pilot Peak – Lookout Rd. – Pilot Hill / Cool
Tone 6 – Ben Bolt – Latrobe Road – Latrobe / South El Dorado Hills.
Tone 7 – Sac Hill – Sacramento St. – Placerville
Tone 8 – Ione – Hwy 104 – Ione
Tone 9 – Leek Springs – Up Country Hwy 50/Hwy 88
Tone 11 – El Dorado Hills – Western El Dorado County
Tone 16 – South Lake Tahoe

### El Dorado Command

155.9025 Rx / 159.2775 TX Note: PL Protection 186.2

Tone 1 – Alder Ridge – Kyburz
Tone 3 – Bald Mountain – Georgetown
Tone 4 – Big Hill – Crystal Basin
Tone 5 – Pilot Peak – Pilot Hill
Tone 6 – Sliger Mine – Georgetown/Confluence
Tone 7 – Leek Springs – Up Country Hwy 50/Hwy 88
Tone 9 – Hotchkiss– Hotchkiss Hill Rd. - Georgetown
Tone 10 – Sac Hill – Sacramento St. - Placerville
Tone 11 – Union – Sly Park & Park Creek Rd. - Pollock Pines
Tone 12 – Pine Hill – Cameron Park / Rescue
Tone 13 – Ben Bolt – Latrobe / South El Dorado Hills
Tone 14 – Willow School – Somerset / Grizzly Flat Tone 15 – Log Town

**Amador Command**

154.7625 Rx / 159.1800 Tx Note: PL Protection 123.0

Tone 10 – Leek Springs – Up Country Hwy 50/Hwy 88
Tone 11 – Zion – Pine Grove
Tone 12 – Pardee - Jackson Valley
Tone 14 – CAL FIRE Training Center – Ione and surrounding areas

**ENF Command - Forest Net**

171.5250 Rx / 162.7500 Tx

Tone 1 – Alder Ridge
Tone 2 – Leek Springs Hill
Tone 3 – Bald Mountain
Tone 4 – Big Hill
Tone 5 – Pine Hill
Tone 6 – Echo Summit
Tone 7 - Mount Reba
Tone 8 – Bunker Hill
Tone 9 – Hawkins Peak
Tone 10 – Walker Ridge
Tone 11 – Sourdough Hill

**TMU-Tahoe Basin**

172.3750 Rx / 164.9625 Tx

Tone 1 – Snow Valley
Tone 2 – East Peak
Tone 3 – Scout Peak

**TMU- Basin Admin**

171.5750 Rx / 165.4125 Tx

Tone 1 – Snow Valley
Tone 2 – East Peak

**South Lake Tahoe City Dispatch**

153.9500 Rx / 154.4450 Tx

Tone 9 – Angora Peak

**Lake Valley Net**

Echo - Tone 4 – 154.3400 Rx / 153.8900 Tx
Angora -Tone 9 – Angora Peak – 155.3625 Rx / 159.0825 Tx

**HTF**

**Hawkins**

173.7750 Rx/ 165.7500 Tx

Tone 3 – Hawkins Peak

**ALPINE SO**

153.8000 Rx/ 154.10000 Tx

Tone 15 – Hawkins Peak

**Continuous Tone Control Selection System (CTCSS)**

CTCSS encoding provides continuous sub-audible tone to access mobile relays (repeaters) and provide access to receive tone-protected radios.

Tone 1 ..... 110.9
Tone 2 ..... 123.0
Tone 3 ..... 131.8
Tone 4 ..... 136.5
Tone 5 ..... 146.2
Tone 6 ..... 156.7
Tone 7 ..... 167.9
Tone 8 ..... 103.5
Tone 9……100.0
Tone 10……..107.2
Tone 11……..114.8
Tone 12……..127.3
Tone 13……..141.3
Tone 14……..151.4
Tone 15……..162.2
Tone 16……..192.8

Tone 17 ..... 67.0
Tone 18 ..... 71.9
Tone 19 ..... 74.4
Tone 20 ..... 77.0
Tone 21 ..... 79.7
Tone 22 ..... 82.5
Tone 23 ..... 85.4
Tone 24 ..... 88.5
Tone 25 …… 91.5
Tone 26 …… 94.8
Tone 27 …… 97.4
Tone 28 ……118.8
Tone 29 ……173.8
Tone 30 ……179.9
Tone 31 ……186.2
Tone 32 ……203.5

## Attachment C

## Clear Text

The following are commonly used clear text terminology and phrases used by CICC:

| | | |
|---|---|---|
| Affirmative | Dispatch Frequency | Person Down |
| Air Ambulance | Disregard last message | Possible Suicide |
| All Clear | Emergency Traffic | Reduce the Assignment |
| At Scene | Emergency Traffic Only | Repeat |
| Automatic Aid | En Route | Report on Conditions |
| Available | Extrication | Return to _____ |
| Available at Scene | Fire Contained | Respond or Responding |
| Available in Quarters | Fire Out on Arrival | Respond PD/Respond SO |
| Available in Residence | Fire Reported Out | Resume Normal Traffic |
| Available in Response Area | Fire Controlled | Routine Traffic |
| Burning Operations | Helispot Manager | Stand-by |
| Call _____ by Phone | In Service | Stop Transmitting |
| Can Handle | In Quarters | Structure Fire |
| Cancel | Loud and Clear | Tactical Frequency |
| Check for Extension | Medic | Uncovered |
| Command Frequency | Mutual Aid | Unreadable |
| Copy | Negative | Upgrade the Assignment |
| Coroner Case (1144) | No Sign of Extension | Vegetation Fire |
| Delayed Response | Out of Service | Weather |
| | | What is your location? |

## Approved Abbreviations for "Clear Text"

| | |
|---|---|
| **ALOC** | Altered Level of Consciousness |
| **DPA** | Direct Protection Area |
| **HBD** | Has Been Drinking |
| **ETOH** | Ethanol Alcohol (Intoxicated) |
| **FRA** | Federal Responsibility Area |
| **LRA** | Local Response Area |
| **MCI** | Multi-Casualty Incident |

| | |
|---|---|
| **PD** | Police Department |
| **SO** | Sheriff's Office |
| **SRA** | State Response Area |
| **TC** | Traffic Collision |
| **UTL** | Unable to Locate |
| **1144** | Confirmed Coroner's Case |

The following are commonly used radio identifiers of Fire resources or overhead used in the Incident Command System (ICS), which is adopted statewide:

| | | | |
|---|---|---|---|
| Air Attack | Decon | Lead Plane | Staging |
| Air Ambulance | Division | Logistics | Strike Team |
| Air Unit | Dozer | Medic | Supply |
| Ambulance | Dozer Tender | Operations | Support |
| Battalion | Engines | Patrol | Squad |
| Branch | Group | Plans | Tanker |
| Captain | Finance | Prevention | Task Force |
| Chief | Hazmat | Recon | Training |
| Copter | Helitack | Repair | Transport |
| Crew | Helitender | Rescue | Truck |
| ECC | IC | Safety | |

The following is the phonetic alphabet adopted for Fire Service use:

| | | | | |
|---|---|---|---|---|
| A-Alpha | G-Golf | M-Mike | S-Sierra | Y-Yankee |
| B-Bravo | H-Hotel | N-November | T-Tango | Z-Zulu |
| C-Charlie | I-India | O-Oscar | U-Uniform | |
| D-Delta | J-Juliet | P-Papa | V-Victor | |
| E-Echo | K-Kilo | Q-Quebec | W-Whiskey | |
| F-Foxtrot | L-Lima | R-Romeo | X-X-Ray | |

## Attachment D

### SRA Incidents South Lake Tahoe

**East Division Radio operating procedures**

When resources are operating within the East Division of the Amador- El Dorado Unit, they shall monitor the following frequencies:

SLT Dispatch

LV Angora

TMU Basin

Alpine SO

HTF Forest Net

**While operating in the South Lake Tahoe area of the Tahoe Basin**

All non- wildland fire incidents will be dispatched by South Lake Tahoe Dispatch, call sign *"Dispatch"*, on SLT Tone 9. Resources will confirm response to *Dispatch* on Command Channel LV Angora Tone 9. Resources will then notify Camino ECC, on TMU, to advise they are responding to a new incident, providing the incident type, and reported location.

Routine traffic, such as movement throughout, or leaving the basin, shall be communicated to *Dispatch* on Angora. Ensure *Dispatch* is made aware any time resources will not be in quarters available.

Wildland fires (other than LRA) will be dispatched on TMU by the Camino ECC. ALL incident radio communications shall be conducted on the command and tactical frequencies assigned by Camino ECC. **See attachment A for Frequencies.**

**While operating in Alpine County:**

All non-wildland fire incidents will be communicated on Alpine SO, call sign *"Douglas".*

Wildland fires in Alpine County will be dispatched by the Humbolt- Toiyabe N.F. call sign *"Minden"*. HTF Forest Net may be utilized as both dispatch and command frequency. Minden shall remain the single ordering point, regardless of DPA determination.

**Attachment E**
**AVL**

## Definitions

**Automatic Vehicle Location (AVL)**

A device installed in a vehicle which captures the vehicle's real-time GPS location and transmits this information via wireless connectivity to Altaris CAD.

The AVL system that CAL FIRE uses connects to the AVL server via a cellular network (ETH). State resources use a secondary low-earth satellite (Starlink).

When no wireless connectivity is present, no AVL information is captured. The real-time location information is visually displayed for the dispatcher and, when available, is the primary methodology used by the CAD system to offer response recommendations to the dispatcher.

**Tablet Command**

A cloud-based incident management and command platform designed for fire, EMS, and emergency response agencies. It gives incident commanders real-time situational awareness by combining personnel accountability, unit tracking, pre-incident plans, maps, and tactical worksheets into a single, easy-to-use application accessible from tablets, computers, and mobile devices.

**Cradle Point**

A ruggedized networking solution that creates a secure, reliable **Wi-Fi bubble** by intelligently combining **Verizon and AT&T cellular networks** with **low-Earth orbit satellite connectivity (such as Starlink)**. It automatically manages and prioritizes multiple connections to deliver seamless internet access, ensuring continuous connectivity for voice, data, and applications, even in remote, mobile, or disaster-affected environments where traditional networks may be unavailable or unreliable.

## AVL Functions

ACK

- Units may use to acknowledge the receipt of a call (optional)
  - The ACK status is not a responding status and a resource in ACK will be checked back

RESP

- Use when responding to an incident

AT SCN

- Use when arriving at scene of an incident.
- For units responding to an incident with AVL, **AT SCN** may be used, but if an IC designator has been assigned, the first arriving resource shall announce via radio followed by report on conditions.
- A report on conditions shall be done via radio when required.

IAO

- To use when in the area of, but not at scene of an incident
- It is not necessary use the IAO status prior to arriving at scene for every call
- A good example of the proper use of this status would be a unit searching for the source of smoke on a smoke check incident.

STG

- To be used when the ECC advises that staging is required for the purposes of responder safety. The ECC will then advise the units via radio when they are clear to enter the call
- Resources should not use this status when they are staging for any other reason

RTQ

- Use this status when clearing an incident and returning to quarters. **Do not use AOR or AOP when clearing an incident.**

AOS

- Use when available at scene. This status will still display the resource on the call in CAD but will make the resource available for a new dispatch.

AOR

- To be used when a resource is traveling out of the station. **DO NOT USE**
- **AOR WHEN RETURNING FROM AN INCIDENT.** If AOR is used in place of RTQ when leaving an incident, the resource disappears from the call in CAD in the “Active Resource” screen.
- If the ECC has assigned the resource to an incident or event, pushing the AVAIL status will clear the resource off the event. If the last resource attached to the event self clears, the event will close in CAD. This can
- cause documentation problems for the ECC. The last resource to clear an incident shall advise ECC via radio transmission and use the RTQ function.

AIQ

- Use when in quarters at the unit's home station
- Schedule B units should use AIQ when assigned by the ECC to cover another station.

CLR

- Clear with information. This is an advanced function that should not be used without prior training. This gives the user the option to set a disposition for the call prior to changing status.

SEND MSG

- The message feature on the AVL should be used to communicate routine information to the ECC or other resources.
- Messaging should not be used to communicate a status change that will immediately affect the availability of the resource.
  - For example, a resource should communicate a delayed response or an out of service status via radio transmission and not AVL messaging.
- Messaging shall not be used to place additional resource requests or to transmit a report on conditions.
- Any urgent information should be transmitted via radio to ensure that the ECC receives the information in a timely manner, and so other affected resources may hear the transmission.

## Examples of Proper AVL usage on Calls

**Example 1: Medical Aid**

**Step 1:** ECC will dispatch closest appropriate resources.

**Step 2:** Resources use the RESP function on the AVL

- Call information will be provided as it is entered into the call, either automatically via EMD software, or manually by the dispatcher.

**Step 3:** Resources arriving at scene use the AT SCN function.

- AT SCN may be used, unless an IC designator has been assigned the first arriving resource shall announce via radio followed by report on conditions.

**Step 4:** Resources advise the ECC via radio of commitment status of the medic unit.

- The medic unit may use the transport function on the AVL if:

- Using the AVL, it is not necessary to provide destination, arrival, and mileage via radio.
- Not using AVL, medic unit advises ECC when transporting, arriving at destination, and mileage upon arrival.
- Once the medic unit arrives at Marshall Hospital, they will be considered available after 10 minutes, unless Camino is advised otherwise.

- The engine attached to the medical aid uses the RTQ function, then the AIQ function as outlined above.

**Step 5:** Medic unit uses the RTQ function when returning from medical facility.

- Medic units clearing Marshall Hospital shall advise the ECC via radio when available.
- Medic units shall advise the ECC via radio when entering the county upon returning from an out-of-country destination.
- Medic units shall advise the ECC via radio when going in their zone.

**Step 6:** Medic unit uses AIQ or AOR function when back in their home response area.

**Example 2: Cover Assignment**

**Step 1:** ECC will dispatch a medic unit to cover a station to maintain system status.

**Step 2:** Medic unit will use the **RESP** function when enroute to the cover location.

**Step 3:** Medic unit will use the **AT SCN** function when arriving at the cover location.

- The medic unit may use the **IAO** function if they are available from the posting location but not in quarters.

**NOTE:** Local government resources should not use the **AOR** or **AIQ** functions when assigned to a cover incident as these will clear the resource in CAD to their home assigned station and cause accountability issues. Cal Fire resources are to use **AIQ** for station cover assignments.

**Step 4:** ECC advises the medic unit to clear for quarters via dispatch frequency and places the medic unit in CEN status in CAD.

**Step 5:** Medic unit uses the RTQ function when returning, then the AIQ function when in quarters.

# CAL FIRE

## Amador - El Dorado Unit Contact List

| UNIT STAFF | | | | | |
|---|---|---|---|---|---|
| **NAME** | **POSITION** | **RADIO ID** | **OFFICE/EXT** | **CELLULAR** | **FAX** |
| **EXECUTIVE** | | | | | |
| David Wood | Unit Chief | C2700 | | (530) 708-2700 | (530) 647-5276 |
| Dusty Martin | Deputy Chief - Operations | C2701 | | (530) 708-2708 | (530) 647-5276 |
| Jon Reis | Deputy Chief - Administration | D2702 | | (530) 708-2702 | (530) 647-5276 |
| Mike Boyce | Division Chief - South Division | D2703 | (209) 296-7591 | (530) 708-5011 | (209) 296-7855 |
| Jeff Loveless | Division Chief - North Division | D2704 | (530) 333-4385 | (530) 708-2704 | (530) 333-1746 |
| Megan Scheeline | Forester II - Resource Management | D2705 | | (530) 708-2705 | (530) 647-5276 |
| Jed Gaines | Division Chief - East Division | D2706 | (530) 573-2321 | (530) 708-2706 | — |
| Jeff Reyes | Division Chief - Central Division | D2707 | | (530) 524-5623 | |
| Kalan Richards | Division Cheif - West Division | D2708 | | (530) 708-7438 | |
| Jeff Hoag | Division Chief - Comm. Risk Reduc. | D2709 | | (530) 708-2707 | — |
| **BATTALION CHIEFS** | | | | | |
| Bret Swearengin | Administraton | B2702 | | (530)-957-9001 | |
| Josh Agustin | Pine Grove Camp | B2703 | (209) 296-7591 | (530) 708-2703 | — |
| Tom Silva | Growlersburg Camp | B2704 | (530) 333-4385 | (530) 957-7900 | |
| Shawn Schmidt | Emergency Command Center | B2709 | (530) 647-5215 | (530) 708-2709 | (530) 647-5283 |
| Cody Martinsen | Emergency Command Center | B2719 | (530) 647-5215 | (530) 708-2719 | — |
| Nick Pimlott | Training | B2710 | | (530) 708-2710 | — |
| Josh Vickers | Battalion 1 | B2711 | (530) 622-3858 | (530) 708-2711 | (530) 622-4385 |
| Derek Evans | Battalion 2 | B2712 | (530) 333-4551 | (530) 708-2712 | (530) 333-4512 |
| Erik Hostetter | Battalion 3 | B2713 | (209) 296-4435 | (530) 708-2713 | (209) 296-4460 |
| Blake Cottrell | Battalion 4 | B2714 | | (530) 708-2714 | |
| Victor Acosta | Battalion 5 - Cameron Park FD | B2715 | (530) 672-7336 | (530) 957-1079 | |
| Nate McCarthy | Battalion 6 | B2716 | (530) 573-2321 | (530) 708-2716 | — |
| Daniel Garnin | Tahoe Fire Center CCC | B2706 | (530) 573-2321 | (530) 721-9515 | |
| Doug Grandbois | Tahoe Fire Center CCC | B2726 | (530) 573-2321 | (530) 721-9758 | — |
| Mark Abeloe | Ponderosa Fire Center | B2707 | — | (530) 748-8150 | — |
| Peter Bymers | Ponderosa Fire Center | B2717 | — | (530) 708-2985 | — |
| Erik Fiedler | Prevention / Law Enforcement | B2720 | — | (530) 708-2720 | |
| Austin Palmiere | McClellan Air Tanker Base | B2718 | (916) 426-1681 | (530) 708-2718 | — |
| Bryan Pooley | Prevention / Resilency | B2725 | (530) 644-2345 | (530) 721-9748 | — |
| Eric Bither | Prevention / VMP | B2727 | | (530) 708-2727 | |
| **STAFF POSITIONS** | | | | | |
| Jeff Michel | FC - Prevention North Division | P2722 | — | (530) 708-2722 | (209) 267-0616 |
| Derrick Alvestal | FC - Prevention North Division | P2723 | | (530) 708-2723 | |
| Jordan Murphy | FC - Prevention South Division | P2724 | | (530) 708-2724 | |
| Greg Schwegler | FC - Pre Fire Engineering | A2725 | (530) 644-2345 | (530) 957-5977 | — |
| Wendy Oaks | Public Information Officer | PIO2728 | (530) 644-2345 | (530) 708-2728 | (530) 647-5201 |
| Vacant | FC - Training | T2726 | — | (530) 957-6123 | — |
| Vacant | FC - Training | T2727 | — | (530) 957-6387 | — |
| Joel McGaffee | FC - Training | T2728 | | (530) 957-1079 | |
| Candace Cook | Analyst 1 - Training | | | (530) 957-2300 | |

| RESOURCE MANAGEMENT & WILDFIRE RESILIENCY | | | | | |
|---|---|---|---|---|---|
| Patrick McDaniel | Forester I - VMP | F2790 | (530) 647-5288 | (530) 708-2790 | (530) 647-5276 |
| Edwin Simpson | Forester I - S. Division Forest Practice | F2791 | (209) 267-5229 | (530) 708-2791 | |
| Alex Stone | Forester I - N. Division Forest Practice | F2792 | (530) 647-5204 | (530) 708-2792 | |
| Erin Duprey | Environmental Scientist | F2793 | (530) 647-5293 | (530) 919-7424 | — |
| Laura Spellman | Research Data Specialist | | | (530-708-2769 | |

| | | | | | |
|---|---|---|---|---|---|
| Vacant | Forestry Technician | | — | (530) 708-2189 | — |
| Dawn Magdelano | Forestry Technician | | | (530) 708-2322 | |
| Defensible Space Inspectors | Forestry Aides | | — | (530) 708-2793 | — |
| | | | | | |
| **MOBILE EQUIPMENT** | | | | | |
| Jason Warden | Fleet Equipment Manager | R2730 | (530) 622-9640 | (530) 708-2730 | (530) 622-4385 |
| Austin Warden | Mechanic - El Dorado Shop | R2731 | (530) 622-9640 | (530) 708-2731 | (530) 622-4385 |
| Garrett Gaston | Mechanic - El Dorado Shop | R2732 | (530) 333-4385 | (530) 708-2732 | (530) 333-1746 |
| Mark Leonard | Mechanic - Pine Grove Camp | R2733 | (209) 296-7591 | (530) 708-2733 | (209) 296-7855 |
| Shane Bardwell | Mechanic - Ponderosa | R2734 | (530) 622-9640 | (530) 708-2734 | (209) 267-0616 |
| Connor Stewart | Mechanic - Tahoe CCC | R2736 | — | (530)708-2736 | — |
| CJ Turner | Mechanic - Sutter Hill Shop | R2737 | (530) 622-9640 | (530) 957-5790 | |
| | | | | | |
| **SUPPORT** | | | | | |
| Rich Martin | Logisitics Officer | S2710A | — | (530) 957-6710 | — |
| Richard Westerfeld | Logisitics Officer | S2710B | — | (530) 497-4921 | — |
| Nick Ferrari | Logisitics Officer | S2710C | | (530) 957-2611 | |
| Ian Fox | Direct Construction Supervisor 1 | | | (530) 957-9822 | |
| Willie Eggen | Supervising Cook - PND | | | (530) 957-5681 | |
| Bill Irwin | Unit IT Coordinator | IT811 | | (916) 823-2643 | |
| Jimmie Smotherman | DGS Radio Technician | DC605 | (530) 644-2655 | (916) 721-2525 | (530) 647-5276 |

## UNIT FACILITIES

| STATION # / NAME | ADDRESS | CITY | ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| **Battalion 1** | | | | | |
| Camino HQ | 2840 Mt. Danaher Rd. | Camino | 95709 | (530) 644-2345 | (530) 647-5276 |
| 20-Camino | 2840 Mt. Danaher Rd. | Camino | 95709 | (530) 647-5227 | (530) 647-5276 |
| 43-El Dorado | 5660 Motherlode Dr. | Placerville | 95667 | (530) 622-3858 | (530) 622-4385 |
| 43-El Dorado Shop | 5660 Motherlode Dr. | Placerville | 95667 | (530) 622-9640 | (530) 622-4385 |
| | | | | | |
| **Battalion 2** | | | | | |
| 50-Garden Valley | 5061 Marshall Rd. | Garden Valley | 95633 | (530) 333-4551 | (530) 333-4512 |
| 70-Pilot Hill | 4731 Pedro Hill Rd. | Pilot Hill | 95664 | (530) 885-5812 | (530) 333-2306 |
| Pilot Peak Lookout | 1 Pilot Peak Rd. | Pilot Hill | 95664 | — | — |
| | | | | | |
| **Battalion 3** | | | | | |
| 10-Dew Drop | 29300 Dew Drop Cuttoff Rd. | Pioneer | 95666 | (209) 295-7735 | (209) 295-7724 |
| 80-Pine Grove | 19597 HY 88 | Pine Grove | 95665 | (209) 296-4435 | (209) 296-4460 |
| Mt Zion Lookout | Mount Zion Rd. | Pine Grove | 95665 | (209) 296-4436 | — |
| | | | | | |
| **Battalion 4** | | | | | |
| 30-River Pines | 15035 Shenandoah Rd. | River Pines | 95675 | (209) 245-6412 | (209) 245-4618 |
| 60-Sutter Hill | 11600 HY 49 | Sutter Creek | 95685 | (209) 267-5215 | (209) 267-0616 |
| 60-Sutter Hill Shop | 11600 HY 49 | Sutter Creek | 95685 | (209) 267-5231 | (209) 267-0616 |
| | | | | | |
| **Battalion 5-Cameron Park FD** | | | | | |
| 88-Cameron Park FD | 2961 Alhambra Dr. | Cameron Park | 95682 | (530) 672-7350 | (530) 672-2248 |
| 89-Cameron Park FD | 3200 Country Club Dr. | Cameron Park | 95682 | (530) 677-6190 | (530) 672-7352 |
| | | | | | |
| **Battalion 6** | | | | | |
| 5-South Lake Tahoe | 1009 Boulder Mountain Ct. | Meyers | 96150 | (530) 577-5749 | — |
| Tahoe Meyers Fire Center | 3141 U.S. Hwy 50 #B | South Lake Tahoe | 96150 | | |
| | | | | | |
| **Battalion 7** | | | | | |
| Ponderosa Fire Center | 3421 Palmer Drive | Cameron Park | 95682 | | |
| Training Bureau | 3435 Robin Lane | Cameron Park | 95682 | | |

| Battalion 8 | | | | | |
|---|---|---|---|---|---|
| McClellan ATB | 5741 Price Ave. | McClellan | 95652 | (916)426-1680 | (916)426-1683 |

| Conservation Camps | | | | | |
|---|---|---|---|---|---|
| Growlersburg Camp 33 | 5440 Longview Ln. | Georgetown | 95634 | (530) 333-4385 | (530) 333-1746 |
| Pine Grove Camp 12 | 13630 Aqueduct Rd. | Pine Grove | 95665 | (209) 296-7591 | (209) 296-7855 |

| SERVICE CENTER | | | | | |
|---|---|---|---|---|---|
| Unit Service Center | 2350 Carson Rd | Camino | 95667 | | |

# CAL FIRE

## Amador - El Dorado Unit Contact List

| APPARATUS | | | | | |
|---|---|---|---|---|---|
| **RADIO ID** | **LOCATION** | **CELL** | **EQUIPMENT** | **ICS TYPE** | **MODEL** |
| **Battalion 1** | | | | | |
| E2751 | 43 - El Dorado | N/A | Engine | 3 | 34 |
| E2771 | 43 - El Dorado | N/A | Engine | 3 | 14 |
| TD 2741 | 43 - El Dorado | N/A | Dozer | 2 | JD 750K |
| T2741 | 43 - El Dorado | N/A | Dozer Tender | N/A | N/A |
| E2761 | 20 - Camino | N/A | Engine | 3 | 34 |
| E2781 | 20 - Camino | N/A | Engine | 3 | 34 |
| E2789 - Reserve | 20 - Camino | N/A | Engine | 3 | 14 |
| **Battalion 2** | | | | | |
| E2762 | 50 - Garden Valley | N/A | Engine | 3 | 14 |
| E2752 | 50 - Garden Valley | N/A | Engine | 3 | 34 |
| E2772 | 70 - Pilot Hill | N/A | Engine | 3 | 34 |
| E2782 | 70 - Pilot Hill | N/A | Engine | 3 | 35 |
| E2759 - Reserve | 50-Garden Valley | N/A | Engine | 3 | 15 |
| **Battalion 3** | | | | | |
| E2763 | 10 - Dew Drop | N/A | Engine | 3 | 34 |
| E2753 | 80 - Pine Grove | N/A | Engine | 3 | 34 |
| E2783 | 80 - Pine Grove | N/A | Engine | 3 | 15 |
| **Battalion 4** | | | | | |
| E2754 | 60 - Sutter Hill | N/A | Engine | 3 | 34 |
| E2774 | 60 - Sutter Hill | N/A | Engine | 3 | 34 |
| D2744 | 60 - Sutter Hill | N/A | Dozer D5-M | 2 | D6-M |
| DT2744 | 60 - Sutter Hill | N/A | Dozer Tender | | na |
| E2764 | 30 - River Pines | N/A | Engine | 3 | 34 |
| E2779 - Reserve | 60 - Sutter Hill | na | Engine | 3 | 34 |
| | | | | | |
| **Battalion 5-Cameron Park FD** | | | | | |
| E89 | 89 - Cameron Park | (530) 313-8626 | Medic Engine | 1 | Smeal |
| E289 | 89 - Cameron Park | (530) 919-4599 | Medic Engine | 1 | Smeal |
| E389 | 89 - Cameron Park | N/A | Engine | 3 | 14 |
| E88 | 88 - Cameron Park | (530) 3133429 | Medic Engine | 1 | Smeal |
| E288 | 88 - Cameron Park | (530) 313-3430 | Engine | 3 | 34 |
| **Battalion 6** | | | | | |
| E2756 | 5 - South Lake Tahoe | N/A | Engine | 3 | 34 |
| | | | | | |
| **Battalion 7** | | | | | |
| PND 1 | Ponderosa Fire Center | | ECT | | |
| PND 2 | Ponderosa Fire Center | | ECT | | |
| PND 3 | Ponderosa Fire Center | | ECT | | |
| PND 4 | Ponderosa Fire Center | | ECT | | |
| PND 5 | Ponderosa Fire Center | | ECT | | |
| PND 6 | Ponderosa Fire Center | | ECT | | |
| PND 7 | Ponderosa Fire Center | | ECT | | |
| | | | | | |
| | | | | | |
| | | | | | |
| **Growlersburg Camp** | | | | | |
| GRB 1 | Growlersburg Camp | na | ECT | 1 | Braun |
| GRB 2 | Growlersburg Camp | na | ECT | 1 | Braun |
| GRB 3 | Growlersburg Camp | na | ECT | 1 | Braun |
| GRB 4 | Growlersburg Camp | na | ECT | 1 | Braun |
| GRB 5 | Growlersburg Camp | na | ECT | 1 | Braun |
| GRB 6 | Growlersburg Camp | na | ECT Reserve | 1 | Braun |
| **Pine Grove Camp** | | | | | |
| PGV 1 | Pine Grove Camp | na | ECT | 1 | Braun |
| PGV 2 | Pine Grove Camp | na | ECT | 1 | Braun |
| PGV 3 | Pine Grove Camp | na | ECT | 1 | Braun |
| PGV 4 | Pine Grove Camp | na | ECT | 1 | Braun |
| PGV 5 | Pine Grove Camp | na | ECT | 1 | Braun |
| PGV 6 | Pine Grove Camp | na | ECT Reserve | 1 | Braun |

**Cal OES# 6143-2019**
**CAL FIRE# 7CA004953**
**USFS# 20-FI-11052012-147**
**NPS# P20AC00506**
**BLM# BLM CFPA CA915-2004**
**FWS# FF0803000-D-J001**
**BIA# A20ACPRO01**

# AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES

**Between**

**STATE OF CALIFORNIA, GOVERNOR'S OFFICE OF EMERGENCY SERVICES;**
**STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION;**
**USDA FOREST SERVICE, PACIFIC SOUTHWEST REGION;**
**USDI BUREAU OF LAND MANAGEMENT, CALIFORNIA STATE OFFICE,**
**INTERIOR REGIONS 8 and 10;**
**USDI NATIONAL PARK SERVICE, INTERIOR REGIONS 8, 9, 10, and 12;**
**USDI FISH AND WILDLIFE SERVICE, PACIFIC SOUTHWEST REGION;**
**and USDI BUREAU OF INDIAN AFFAIRS, PACIFIC REGION**

**THIS AGREEMENT** made and entered into on last date signed by and between the State of California, Governor's Office of Emergency Services, hereinafter referred to as **Cal OES**; the State of California, Department of Forestry and Fire Protection, hereinafter referred to as **CAL FIRE**; the USDA Forest Service (USFS), Pacific Southwest Region; the USDI Bureau of Land Management (BLM), California State Office, Interior Regions 8 and 10; the USDI National Park Service (NPS), Interior Regions 8, 9, 10, and 12; USDI Fish and Wildlife Service (FWS), Pacific Southwest Region, and USDI Bureau of Indian Affairs (BIA), Pacific Region, hereinafter referred to as the **Federal Fire Agencies**; all parties hereinafter referred to as **Cal OES, CAL FIRE, and the Federal Fire Agencies**, under the provisions of the Reciprocal Fire Protection Act, 42 USC 1856 and 1856a, the Disaster Relief Act of 1974, PL 93-288, as amended, and The Federal Land Policy and Management Act of 1996, (PL 94-579, Sec, 307(b)).

## NAME

This Agreement shall be entitled "Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies", hereinafter referred to as the **California Fire Assistance Agreement**, **CFAA,** or the **Agreement.**

## RECITALS

1. The Federal Fire Agencies are responsible for providing a level of wildland fire protection for federal lands, as designated by Congressional action and Federal policy; and

2. CAL FIRE is responsible for providing a level of wildland fire protection for State Responsibility Area lands, as designated by the State Board of Forestry and Fire Protection; and

3. For efficiency and effectiveness, CAL FIRE and the Federal Fire Agencies may exchange wildland fire protection area responsibilities with the understanding that Local Responsibility Area lands are not part of this Agreement or included in the exchange; and

4. Cal OES is responsible to provide for systematic mobilization, organization, and operation of necessary fire and rescue resources through the California Fire and Rescue Mutual Aid System in mitigating the effects of disasters and to ensure that the responding agencies understand and comply with the terms and conditions of the Agreement applicable to their response; and

5. Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies, at times of severe wildfire conditions and other emergencies, often have a need for emergency apparatus and/or personnel to provide fire protection or perform other tasks during control actions; and

6. Cal OES, through the California Fire and Rescue Mutual Aid System, has such emergency apparatus and personnel, which may be available in the spirit of cooperation for dispatch and use; and

7. It is desirable that Cal OES, CAL FIRE, and the Federal Fire Agencies establish and enter into an Agreement for the prudent use of such emergency apparatus and personnel; and

8. Cal OES, CAL FIRE, and the Federal Fire Agencies will generally use the Agreement for engines, water tenders, bulldozers, hand crews, and overhead to address incidents once local agreement resources are exhausted, or where a local agreement is not in place; and

9. Cal OES may use the Agreement to mobilize all-hazard resources when warranted by its authority; and

10. Cal OES and the Federal Fire Agencies will use the Agreement to order the appropriate aviation resources when a mobilization cannot be executed through a local agreement; and

11. The Agreement may be used to reimburse rostered California Interagency Incident Management Team members (CIIMT); and

12. Cal OES, CAL FIRE, and the Federal Fire Agencies shall use this Agreement for reimbursing local government agencies for the use of their resources. Annual operating plans may be utilized at the local level to facilitate administrative and operational issues; and

13. When this Agreement is exercised to obtain Cal OES resources and/or resources through the California Fire and Rescue Mutual Aid System, those resources will be reimbursed pursuant to this Agreement; and

14. When ordering local agency apparatus and personnel in Recital 5 of this Agreement from other local agencies through the California Fire and Rescue Mutual Aid System, a local agency may utilize this Agreement as the fiscal authority for reimbursing other local agencies; and

15. Responsibility for determining the basis for requesting assistance through this Agreement rests with the Incident Commander or through the Emergency Command Center. The Incident Commander is responsible for all assignments and tactical decisions for resources obtained through this Agreement.

**16. Agreement Committee**

16.1 **California Fire Assistance Agreement Committee.** A California Fire Assistance Agreement Committee (the 'Committee') shall be formed by Cal OES for the purpose of negotiating the terms of the CFAA, and for maintenance of the Agreement. For the purposes of coordination, Cal OES Fire and Rescue Division's State Fire and Rescue Chief, or the Chief's designee, shall serve as the Chairperson.

16.2 **Composition of the Committee.** The Committee shall consist of representatives from Cal OES, CAL FIRE, the Federal Fire Agencies, and three advisory representatives from local government agencies in California: one from Northern California, one from Southern California, and one representing volunteer fire departments. The local government agency representatives shall be appointed by the Chairperson of the State of California Fire and Rescue Advisory Committee/FIRESCOPE, Board of Directors.

16.3 **Committee Meetings.** The Committee will meet quarterly via conference call, video conferencing, or in person.

16.4 **Rate Letter.** The Committee will meet at a minimum once a year (January) to establish the Base Administrative Rate, Personnel Base Rates, and Equipment Rates to become effective upon publication of the "Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies Rate Letter" (Rate Letter) each year. These rates will be published annually by the Cal OES Fire and Rescue Division in the Rate Letter.

The Committee will review the Salary Rates and Administrative Rates on file with Cal OES Fire and Rescue Division, as well as negotiate procedural changes. The Salary Rates and Administrative Rates are subject to change throughout the year due to labor negotiations, cost of living increases, etc.

After the annual or emergency exhibit review by the Committee, Cal OES will publish rates, formulas, and methodologies in the Rate Letter. Rates will become effective on the date(s) provided in the Rate Letter. In addition, Cal OES will provide a copy of the Rate Letter directly to each signatory agency's point of contact.

16.5 **Changes to Equipment Rates.** Cal OES will monitor and track the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates. If a change in schedule occurs after the publication of the most recent Rate Letter, the Committee will conduct a meeting to formally discuss the new rates and determine if they are valid for a revised Rate Letter publication. Cal OES will forward the revised rates to the signatory agencies for a two-week review. Once the review process is complete, and the rates are approved by the Committee, Cal OES will publish a revised Rate Letter to the California Fire and Rescue Mutual Aid System Agencies.

16.6 **Meetings to Renegotiate the Agreement.** It is recommended the Committee schedule meetings to begin no later than fifteen (15) months before the expiration date of the CFAA for the purpose of renegotiation, as well as produce the final document for signatures no later than six (6) months before the expiration date of the Agreement.

The Committee will meet as necessary to make adjustments or changes to the Agreement.

**THEREFORE, it is agreed as follows:**

## TERMS AND CONDITIONS

**CFAA Exhibits and Amendments to Exhibits**

17. The parties agree the Committee will, by no later than March 30th of each year, recommend amendments to the incorporated exhibits. The parties agree to cooperate in good faith to consider and agree to any amendments by April 15th of each year.

A party requesting to amend the exhibit(s) to the CFAA after March 30th will notify Cal OES. The Committee will meet as soon as practicable to discuss the request and make any recommendation to the parties regarding the requested amendment. The Committee will notify the parties of any recommended amendments, and if agreeable to the parties, the parties will amend the exhibit(s) to reflect the changes no later than fifteen (15) days after the Committee's recommendation.

Subject to the requirements in Recital 18, the parties acknowledge that amendments may be required under emergency circumstances, and that the parties may make any required amendments using any reasonable means of negotiating and agreeing to amendments under emergency circumstances.

The Committee will provide recommended amendments in two formats:

1. A copy of the proposed amended exhibit(s) reflecting additions, and proposed deletions in track changes or similar format so that additions are displayed in underline and deletions are displayed with strikethrough.

2. A copy of the proposed amended exhibit(s) without track changes or similar format, which will represent the final version of the amended exhibit(s) if the parties agree to the changes.

**Incorporation of Exhibits and Amended Exhibits**

18. All exhibits to the CFAA are incorporated into the CFAA. Amendments to exhibit(s) will be made by addendum to the CFAA. The addendum will be signed by each party and will include a list of exhibit(s) and revision date of the exhibit(s), a statement that the parties agree to adopt the changes reflected in the proposed amended exhibit(s) attached to the addendum, and an effective date. The addendum will also include, as attachments to the addendum, the proposed amended exhibit(s) in track changes or similar format.

    Amendments to exhibit(s) will be adopted upon all parties signing the addendum and immediately incorporated into the CFAA. The exhibit(s) to the CFAA will thereafter be updated to reflect any changes effectuated by the approved addendum.

**Requests for and Release of Emergency Apparatus and Personnel**

19. Under this Agreement, Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies may request emergency apparatus and personnel from the California Fire and Rescue Mutual Aid System. Resources ordered pursuant to this Agreement will be processed through the California Fire and Rescue Mutual Aid System. Cal OES will fill these orders by following the procedures set forth in the California Fire Service and Rescue Emergency Mutual Aid Plan.

20. Cal OES, CAL FIRE, and the Federal Fire Agencies will use the current resource order form of record for all requests. Cal OES, CAL FIRE, and the Federal Fire Agencies shall not be responsible for any emergency apparatus and personnel not confirmed by their respective order and request number(s). Cal OES, CAL FIRE, and the Federal Fire Agencies are responsible for documenting within the request that the resources are being ordered under this Agreement.

21. Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies' release or reassignment of emergency apparatus used pursuant to this Agreement will be coordinated through the on-scene Cal OES Fire and Rescue Chief Officer, the local jurisdiction agency representative, or their authorized representative. The Cal OES Chief Officer, or representative, will ensure the inspection and inventory of such emergency apparatus prior to the release to its home base in accordance with incident-established inspection and demobilization procedures.

**Protective Clothing and Equipment**

22. It shall be the responsibility of the jurisdiction sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by the most current version of the rules found in California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et seq.

**Emergency Apparatus**

23. Emergency apparatus shall meet minimum FIRESCOPE ICS type standards, when applicable.

**Communications Capabilities**

24. **Operational Equipment and Operational Personnel.** It shall be the responsibility of the jurisdiction sending resources to ensure adequate communications capability. Adequate communications capability is identified and defined in the Statewide FIRESCOPE Frequency Plan.

**Reimbursement Procedures**

25. Provisions and procedures for reimbursement by Cal OES, CAL FIRE, and the Federal Fire Agencies for fire and emergency assistance are defined in Exhibit "A", Reimbursement Policy and Procedures. CAL FIRE and the Federal Fire Agencies will provide Cal OES Fire and Rescue Division with current billing addresses. Reimbursement for personnel on Cal OES-owned emergency apparatus shall be to local jurisdictions that provide such personnel by the apparatus assignee agreement with Cal OES.

26. It is the intent of Cal OES, CAL FIRE, and the Federal Fire Agencies to establish, enhance or replace a system that supports emerging technology related to the processing of salary surveys, invoices, and other pertinent documents.

**Reimbursement for Emergency Apparatus Loss or Damage**

27. Cal OES, CAL FIRE, and the Federal Fire Agencies will reimburse California Fire and Rescue Mutual Aid System Agencies providing resources through the California Fire and Rescue Mutual Aid System for the cost of emergency apparatus or equipment loss or damage where the loss or damage is determined to be directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while traveling from the home unit to the incident or from the incident to the home unit and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator, shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

    Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section to ensure proper documentation and investigation.

**Limitation of Liability**

28. Each party waives claims against every other party pursuant to the requirements of United States Code, title 42, section 1856a, subdivision (a), which provides: "Each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection. Each such agreement shall include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may provide for the reimbursement of any party for all, or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party."

    The parties agree the waivers provided in this provision do not apply to any reimbursement provisions pursuant to the terms and conditions of the CFAA, including invoice reimbursement disputes and reimbursement for emergency apparatus loss or damage pursuant to Recital 27 of the CFAA.

**Third Party Tort Claims**

29. Nothing in this Agreement shall be deemed to create an employee/employer relationship between the parties. All third-party claims against the parties shall be adjudicated pursuant to the applicable tort claims acts and should be referred to the agency or agencies whose employees were involved in the incident. Agency points of contact for third-party claims are as follows:

| | |
|---|---|
| State of California claims: | Victim Compensation and Government Claims Board<br>630 "K" Street<br>Sacramento, CA 95814 |
| U.S. Forest Service claims: | U.S. Forest Service<br>Albuquerque Service Center Claims Management<br>101B Sun Ave. NE<br>Albuquerque, NM 87109 |
| National Park Service claims: | National Park Service<br>Fire Management Office<br>333 Bush St., Suite 500<br>San Francisco, CA 94104 |

| | |
|---|---|
| Bureau of Land Management claims: | Bureau of Land Management<br>Fire and Aviation Office<br>2800 Cottage Way, Room W-1623<br>Sacramento, CA 95825 |
| Fish and Wildlife Service claims: | Fish and Wildlife Service<br>Pacific Southwest Region<br>2800 Cottage Way, Room W-1834<br>Sacramento, CA 95825 |
| Bureau of Indian Affairs claims: | Bureau of Indian Affairs<br>Branch of Fire and Aviation Management<br>2800 Cottage Way, Room W-2820<br>Sacramento, CA 95825 |

**Reimbursement Dispute Resolution**

30. Paying entities shall provide written notice of reimbursement denials to the CFAA Chairperson, or their designee, within thirty (30) business days of receipt of the invoice. The CFAA Chairperson, or their designee, shall notify the local agency of the denial within ten (10) business days. All parties shall work with the CFAA Chairperson, or their designee, to attempt to informally resolve reimbursement disputes in good faith. If the dispute cannot be resolved, the local agency shall have thirty (30) business days from the date of the notice of denial to provide a written appeal to the CFAA Chairperson, or their designee. The CFAA chairperson, or their designee, will evaluate the appeal and make a determination regarding whether to present the appeal to the Committee within thirty (30) business days.

    The written appeal shall include all facts and documentation supporting the disputing party's position and dollar amount claimed, the reason for denial by the signatory agency, and the provision(s) of the Agreement the local agency believes supports their position in the dispute. The Committee shall review the appeal and make a recommendation to the paying entity within thirty (30) business days of receiving the appeal. The CFAA Chairperson, or their designee, shall provide written notice of the paying entities determination to all parties.

**Other Disputes**

31. The parties acknowledge that disputes may arise in the interpretation or application of the provisions of the CFAA.

    The parties agree to cooperate in good faith to resolve disputes informally. If a dispute is not resolved informally, a party may submit a written notice of dispute to the CFAA Chairperson, or their designee, and the responding party's designated contact. The written notice must include:

1. An explanation of the reasons for the dispute, including relevant facts; and

2. Citation to the relevant provision(s) of the Agreement; and

3. Copies of supporting documents, if any; and

4. The desired outcome or remedy sought from the responding party.

The Committee will meet with the parties within thirty (30) business days of the date the responding party receives the dispute from the CFAA Chairperson, or their designee, at which time the responding party will have the opportunity to present counter arguments. The Committee will provide a written response to both parties within thirty (30) business days of the date upon which the meeting is held. The written response will either grant the requested remedy or outcome or deny part or all of the requested outcome.

Performance under this Agreement shall continue during each phase of this dispute resolution process.

**Examination and Audit**

32. California Fire and Rescue Mutual Aid System Agencies and Cal OES shall be subject to examination and audit for five (5) years after the final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

All source documentation related to rates and methodologies must be kept for five (5) years after the final payment and will be made available upon request of an examination or audit.

**Appropriated Fund Limitation**

33. Nothing herein shall be interpreted as obligating any parties herein to expend funds, or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

**Officials Not To Benefit**

34. No member of, or Delegate to, Congress or Resident Commission shall be admitted to any share or part of this Agreement or to any benefit to arise therefore, unless it is made with a corporation for its general benefit.

**Civil Rights and Nondiscrimination**

35. All activities pursuant to this Agreement shall be in compliance with all Federal laws and regulations relating to nondiscrimination. These include, but are not limited to: Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.).

**Previous Agreements Cancelled**

36. This Agreement supersedes the Agreement entered into on January 1, 2015, and as extended January 1, 2020 through April 30, 2020 (Cal OES# 6051-4, CAL FIRE# 7CA0264, USFS# 15-FI-11052012-107, NPS# P14AC01610, BLM# BAA151002, FWS# FFF300008-15-002, BIA# A15ACPRO01 between the State of California, Governor's Office of Emergency Services; State of California, Department of Forestry and Fire Protection; USDA Forest Service, Pacific Southwest Region; USDI Bureau of Land Management, California State Office; USDI National Park Service, Interior Regions 8, 9, 10, and 12; USDI Fish and Wildlife Service, Pacific Southwest Region; and USDI Bureau of Indian Affairs, Pacific Region.

**Amendments**

37. The Agreement may only be amended by written mutual consent of the parties hereto.

**Effective Date and Termination**

38. The parties herein agree to honor the terms and conditions commencing on the date of the last signature and is effective through December 31, 2024. The expiration date is the final date for completion of all work activities under this Agreement. Any party may withdraw from the Agreement upon thirty (30) day written notice to all other parties.

**Delegations of Authority**

39. Each party may provide Cal OES a delegation of authority, signed by the party, that designates each person authorized to act on the party's behalf. The designation will include the effective date, name, title, contact information, and scope of delegated authority to act on behalf of the party. Unless otherwise stated in the delegation of authority, a person designated by a party has the same authority as a principal of a party, including the power to enter into contracts on behalf of the party and to bind the party.

    The parties authorize Cal OES to make any necessary updates to the contact information in the CFAA to reflect current delegations of authority, and that such nonmaterial changes to the CFAA are authorized without amendment.

**Multiple Signature Pages**

40. The parties agree to accept multiple signature pages.

**Electronic Signatures and Counterparts**

41. Parties may submit executed documents electronically, and electronically delivered signatures of the parties are deemed to constitute duplicate originals. The CFAA and any amendments may be executed in two or more counterparts, each of which will be an original and all of which will constitute a part of the CFAA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

DIRECTOR
STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF
EMERGENCY SERVICES

By: Mark S. Ghilarducci
Director

Date: APRIL 29 2020

DIRECTOR
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND
FIRE PROTECTION

By: Thomas W. Porter
Director

Date: 4/29/2020

REGIONAL FORESTER
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION

By: Randy Moore
Regional Forester

Date: 4/29/20

CALIFORNIA STATE DIRECTOR
USDI BUREAU OF LAND
MANAGEMENT
CALIFORNIA STATE OFFICE

KAREN MOURITSEN Digitally signed by KAREN MOURITSEN Date: 2020.04.29 11:56:00 -07'00'

By: Karen E. Mouritsen
California State Director

Date: _____

DEPUTY REGIONAL DIRECTOR
USDI NATIONAL PARK SERVICE
INTERIOR REGIONS 8, 9, 10, and 12

RANDOLPH LAVASSEUR Digitally signed by RANDOLPH LAVASSEUR Date: 2020.04.29 10:41:00 -07'00'

By: Randolph Lavasseur
Deputy Regional Director

Date: 04.29.2020

REGIONAL DIRECTOR
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

AMY DUTSCHKE Digitally signed by AMY DUTSCHKE Date: 2020.04.30 14:55:24 -07'00'

By: Amy Dutschke
Regional Director

Date: _____

**REGIONAL DIRECTOR**
**USDI FISH AND WILDLIFE**
**SERVICE**
**PACIFIC SOUTHWEST REGION**

**By: Paul Souza**
**Regional Director**

**Date:** 4-29-20

REVIEW:
The authority and format of this instrument has been reviewed and approved for signature by the following individuals:

CONTRACTING OFFICER
USDI BUREAU OF LAND MANAGEMENT
CALIFORNIA STATE OFFICE

TRACI THALER
Digitally signed by TRACI THALER
Date: 2020.04.28 08:40:24 -07'00'
By: Traci D. Thaler
Contracting Officer

Date: April 28, 2020

CONTRACTING OFFICER
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

JODI ZACHARY
Digitally signed by JODI ZACHARY
Date: 2020.04.30 14:59:46 -07'00'
By: Jodi Zachary
Contracting Officer

Date: 4/30/2020

CONTRACTING OFFICER
USDI NATIONAL PARK SERVICE

LILETTE BALTODANO
Digitally signed by LILETTE BALTODANO
Date: 2020.04.28 10:33:07 -07'00'
By: Lilette J. Baltodano
Contracting Officer

Date: 4/28/2020

CONTRACTING OFFICER
USDI FISH AND WILDLIFE SERVICE
PACIFIC SOUTHWEST REGION

4/29/20
By: Frank Lee
Contracting Officer

Date:

# EXHIBIT "A"
# REIMBURSEMENT POLICY AND PROCEDURES

## GENERAL

A-1 It is the intent of the signatories to the CFAA to reimburse California Fire and Rescue Mutual Aid System Agencies, including accrued financial liability for the cost of assisting the State of California and the Federal Fire Agencies. The rates, methodologies, and formulas in the Agreement are intended to provide for such costs. The reimbursement shall be consistent with the California Fire and Rescue Mutual Aid System Agency's normal internal business practices and any existing Memorandum of Understanding (MOU)/Memorandum of Agreement (MOA), Governing Body Resolution (GBR), or equivalent, which supports those business practices.

A-2 The California Fire and Rescue Mutual Aid System Agencies shall use the following procedures to secure reimbursement for the provision of personnel and local government-owned emergency apparatus. Terms established in this section shall be made binding upon California Fire and Rescue Mutual Aid System Agencies by Cal OES and shall not be subject to interpretation or rejection by the jurisdiction providing assistance. See Clause A-39 for procedures for Federal Fire Departments, Department of Defense (DOD) Fire Departments, and Tribal Fire Departments.

A-3 California Fire and Rescue Mutual Aid System Agencies that provide their personnel and equipment to the State of California or the Federal Fire Agencies through the California Fire and Rescue Mutual Aid System and this Agreement, do so on a voluntary basis, and accept the following provisions for reimbursement.

A-4 It is understood and agreed that a California Fire and Rescue Mutual Aid System Agency providing personnel or California Fire and Rescue Mutual Aid System Agency-owned emergency apparatus shall obtain reimbursement for such response by billing the ordering entity (either the State of California or Federal Fire Agency) through the Cal OES invoicing process in accordance with this Exhibit.

A-5 Reimbursement for personnel and emergency apparatus will begin after the 12th hour. There shall be no reimbursement for responses of 12 hours duration or less for personnel and emergency apparatus with the exception of the Department of Interior (DOI) fire agencies (BLM, NPS, FWS, and BIA). DOI reimbursement for personnel and emergency apparatus will begin after the 4th hour. If the duration of the response exceeds 12 hours (4 hours for DOI) and local agencies have an existing MOU/MOA, GBR, or equivalent that indicates compensation for all hours worked, reimbursement for personnel and emergency apparatus shall cover the entire time of commitment, beginning at the time of initial dispatch from home base to the time of return to home base (portal-to-portal). If local agencies do not have an existing MOU/MOA, GBR, or equivalent that

indicates compensation for all hours worked, local agencies will be reimbursed for actual hours worked. Should personnel or emergency apparatus be requested for assignment to a Mobilization Center for standby duty, the reimbursement period shall begin with the time of initial dispatch of said personnel or emergency apparatus from its home base. Additionally, as the 12-hour period (4 hours for DOI) stated above is cumulative, responding personnel and/or emergency apparatus shall only be subject to one 12-hour period (4 hours for DOI) from the original time of dispatch, regardless of the number of re-assignments that may occur prior to returning to their home base.

A-6 In some cases, on a single incident, the State of California and the Federal Fire Agencies may need to convert resources that were ordered under statewide Master Mutual Aid (MMA) to reimburse resources under the California Fire Assistance Agreement. In these cases, MMA resources will be released by the responsible agency and reordered by the State of California and/or the Federal Fire Agencies through the CFAA. For resources that have been on the same incident for more than 12 hours (4 hours for DOI), reimbursement will begin at the time the order, under the California Fire Assistance Agreement, was initiated. Resources that have been on the same incident under MMA for 12 hours (4 hours for DOI) or less will have their time applied to the California Fire Assistance Agreement 12-hour (4 hours for DOI) minimum. After the 12 hours (4 hours for DOI) are completed, reimbursement will begin at the time the order, under the California Fire Assistance Agreement, was initiated. The 12-hour (4 hours for DOI) period shall be subject to annual review and monitoring by the California Fire Assistance Agreement Committee.

Local government agency bulldozers and local government agency hand crews will be reimbursed after 2 hours, these resources will be reimbursed from the time of dispatch after the 2nd hour.

Hand crew makeup will consist of a minimum of 10 and a maximum of 25 crew members including one qualified crew boss. Vehicle module composition will not exceed 5.

Cal OES and the Federal Fire Agencies will reimburse aviation resources from the time of dispatch.

A-7 Invoices will include an Administrative Rate as negotiated by the Committee. The Administrative Rate will be added to the total of the personnel, fire apparatus, support equipment, aircraft, and other approved reimbursements for local government. The de minimis Administrative Rate is set annually by the Committee per the Rate Letter published at the time of dispatch, unless the California Fire and Rescue Mutual Aid System Agency submits an agency-specific Administrative Rate in accordance with the Instructions for Completing Administrative Rate Calculations. Cal OES will issue these instructions annually along with the salary survey instructions. California Fire and Rescue Mutual Aid System Agencies that develop an Administrative Rate must review and update their rate by July 1st of each year.

## REIMBURSEMENT - PERSONNEL

A-8 The Committee will establish a standard reimbursement formula for local agency personnel with Base Rates applicable to all jurisdictions. The default reimbursement will be at the Base Rate for actual hours worked on the incident. Agencies can be reimbursed at a rate that is higher than the Base Rate, and/or for more than actual hours worked (up to 24 hours per day), as follows:

A-8.1 Any agency seeking reimbursement for its personnel should utilize the Mutual Aid Reimbursement System (MARS) to complete and sign the required annual salary survey and must file it with the Cal OES Fire and Rescue Division. The Authorized Representative will provide certification through signature under penalty of perjury that the personnel wages are accurate and correct for each requested position.

A-8.2 Any agency seeking reimbursement for its personnel for more than actual hours worked on the incident (portal-to-portal) must file an MOU/MOA, GBR, or equivalent with Cal OES Fire and Rescue Division. The MOU/MOA, GBR, or equivalent shall indicate how personnel will be compensated. Personnel must be physically present on the incident in order to receive portal-to-portal compensation, unless documented and approved by the paying agency.

A-9 The above required documentation for rates and hours shall be based on actual costs to the responding agency, and not contingent upon reimbursement from the State of California or Federal Fire Agencies at a rate that exceeds what the agency will pay its personnel. Reimbursements will be based on the salary survey and any applicable MOU/MOA, GBR, or equivalent that is on file at the time of the initial dispatch.

Any MOU/MOA, GBR, or equivalent is reviewed by Cal OES and the Committee upon request. Local government will be formally notified of the determination.

A-10 These formulas and rates of payment shall constitute full reimbursement for direct costs, including backfill to local jurisdictions relative to personnel provided. Liability for workers' compensation claims and/or payment of unemployment benefits shall remain the responsibility of the responding local, state, federal, and tribal agencies that directly employ the personnel. All calculations shall be subject to audit by the State of California or the Federal Fire Agencies in accordance with Recital 32, Examination and Audit.

A-10.1 California Fire and Rescue Mutual Aid System Agencies will be required, upon request, to provide Cal OES supporting documentation used to establish rates and method of pay. Cal OES will request yearly samples from selected agencies for review by Cal OES and the Committee. Upon request, the California Fire and Rescue Mutual Aid System Agencies will have thirty (30) calendar days to provide Cal OES with required information. This process does not supersede the Examination and Audit process as outlined in this Agreement.

A-11 Reimbursement for the total hours worked shall be calculated up to the next quarter hour when total hours are fractional.

A-12 Reimbursement shall be made only for such personnel that have been specifically requested or approved by the State of California or the Federal Fire Agencies. Any personnel not given an order and request number shall be considered a voluntary contribution from the responding agency and not subject to reimbursement.

**Formula for Personnel Reimbursement Using Base Rates**

A-13 California Fire and Rescue Mutual Aid System Agencies will submit a salary survey to be reimbursed at the established Engine Company Base Rate for personnel responding on emergency apparatus or as overhead personnel at or below the Strike Team/Task Force Leader Trainee level. Strike Team/Task Force/Unit Leader level or above personnel will be reimbursed at the established Overhead Base Rate.

A-14 California Fire and Rescue Mutual Aid System Agencies that have not submitted a salary survey for rates above the established Base Rates will submit a salary survey to be reimbursed using one of the following formulas:

**The formula for the total personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) is:**
$(B \times H^1 \times 1.5)$ = Total Personnel Reimbursement

**The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) is:**
$(B \times H^2 \times 1.5)$ = Total Personnel Reimbursement

B = Base Rate
$H^1$ = All Hours (portal-to-portal)
$H^2$ = Actual Hours Worked

Cal OES will apply the 1.5 multiplier in the formula at invoicing which represents an hourly rate, and is intended to cover all costs associated with straight time and overtime hours.

The Established Base Rate (**B**) is based on the average of the CAL FIRE Fire Captain or Fire Apparatus Engineer base rates and the USDA Forest Service emergency hire rates for these positions applied to a 168-hour week, with 40 hours at straight time and 128 hours at overtime. The total amount is then divided by 168 hours resulting in a blended rate.

**Formula for Establishing the Base Rates**

The following base rate formulas include an overtime component.

**Base Rate formula for Engine Company Personnel and Overhead at or below Strike Team/Task Force Leader Trainee**
(AD-F + CAL FIRE Fire Apparatus Engineer base rate) / 2 = Combined Rate,
((Combined Rate x 40 Hours Straight Time) + (Combined Rate x 128 Hours Overtime)) / 168 = Overtime Base Rate x .6667 = Straight Time Base Rate

**Base Rate formula for Overhead at or above Strike Team Leader/Task Force Leader**
(AD-H + CAL FIRE Fire Captain base rate) / 2 = Combined Rate,
((Combined Rate x 40 Hours Straight Time) + (Combined Rate x 128 Hours Overtime)) / 168 = Overtime Base Rate x .6667 = Straight Time Base Rate

**Definitions for abbreviations used in Base Rate Formula**

AD - Administratively Determined Pay Plan for Emergency Workers. Pay rates for emergency (casual) employees of the Federal Fire Agencies.
AD F - The classification for Engine Boss.
AD H - The classification for Strike Team Leader.
CAL FIRE base Fire Captain and Fire Apparatus Engineer salary rates are converted to hourly rates.

**Formula for Suppression Personnel Reimbursement Using Salary Rates**

A-15 The California Fire and Rescue Mutual Aid System Agencies may submit a salary survey with the agency's established Salary Rates to Cal OES Fire and Rescue Division for any personnel dispatched to an incident. The personnel who are dispatched to an incident will be classified and reimbursed as described in Clauses A-15.1 through A-15.3. The submission of Salary Rates shall be on file with Cal OES Fire and Rescue Division prior to the time of personnel dispatch.

A-15.1 California Fire and Rescue Mutual Aid System Agencies that have submitted Salary Rates to Cal OES Fire and Rescue Division at or below the Battalion Chief level shall be reimbursed using one of the following formulas:

**The formula for the total personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) is:**
($S \times H^1 \times 1.5$) = Total Personnel Reimbursement

**The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) is:**
($S \times H^2 \times 1.5$) = Total Personnel Reimbursement

S = Salary Rate
$H^1$ = All Hours (portal-to-portal)
$H^2$ = Actual Hours Worked

The Salary Rate (S) is the average hourly rate of all personnel in the specific rank (e.g., Captain, Engineer, Firefighter) within each individual jurisdiction.

Cal OES will apply the 1.5 multiplier in the formula at invoicing which represents an hourly rate, and is intended to cover all costs associated with straight time and overtime hours.

A-15.2 California Fire and Rescue Mutual Aid System Agencies that have submitted Salary Rates to Cal OES Fire and Rescue Division above the Battalion Chief level shall be reimbursed using one of the following formulas:

**The formula for the total personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) is:**
$S \times H^1$ = Total Personnel Reimbursement

**The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) is:**
$S \times H^2$ = Total Personnel Reimbursement

S = Salary Rate
$H^1$ = All Hours (portal-to-portal)
$H^2$ = Actual Hours Worked

A-15.3 If personnel above the Battalion Chief level have an MOU/MOA, GBR, or equivalent that indicates they are to be paid above straight time, the reimbursement will be calculated using one of the following formulas. The MOU/MOA, GBR, or equivalent is subject to the provisions in Clause A-9 and must not be contingent on this Agreement or executed on the sole basis that there is reimbursement from Cal OES, CAL FIRE, or the Federal Fire Agencies.

**The formula for the total personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) and MOU/MOA, GBR, or equivalent for above straight time is:**
($S \times H^1 \times 1.5$) = Total Personnel Reimbursement

**The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) and with an MOU/MOA, GBR, or equivalent for above straight time is:**
($S \times H^2 \times 1.5$) = Total Personnel Reimbursement

S = Salary Rate
$H^1$ = All Hours (portal-to-portal)
$H^2$ = Actual Hours Worked

Cal OES will apply the 1.5 multiplier in the formula at invoicing which represents an hourly rate and is intended to cover all costs associated with straight time and overtime hours.

**Formula for Non-Suppression Personnel Reimbursement Using Salary Rates**

A-16 California Fire and Rescue Mutual Aid System Agencies that have submitted Salary Rates to Cal OES Fire and Rescue Division for Non-Suppression Personnel shall be reimbursed using one of the following formulas:

**The formula for the total personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) is:**
($S \times H^1 \times 1.5$) = Total Personnel Reimbursement

**The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) is:**
($S \times H^2 \times 1.5$) = Total Personnel Reimbursement

S = Salary Rate
$H^1$ = All Hours (portal-to-portal)
$H^2$ = Actual Hours Worked

The Salary Rate (S) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Heavy Equipment Mechanic, and Inspector) within each individual jurisdiction.

Cal OES will apply the 1.5 multiplier in the formula at invoicing which represents an hourly rate, and is intended to cover all costs associated with straight time and overtime hours.

**California Interagency Incident Management Team (CIIMT) Participation**

A-17 Personnel responding under this Agreement, including those who apply for participation on a Federal California Interagency Incident Management Team (CIIMT), must be employed with a federal, state, or local agency in a full time, seasonal, part-time, or retired-annuitant position for a purpose other than participation on a CIIMT. The California Wildland Fire Coordinating Group

(CWCG) coordinates the application and selection process for IMT rosters and may request proof of employment documentation as part of that process. Applicants who do not meet the criteria can apply under the casual hiring authority as outlined in the Standards for Interagency Incident Business Management.

**Engine Company and Tactical Water Tender Staffing**

A-18 Engine company staffing shall not be less than three (3) or a reimbursable maximum of four (4). The State of California or the Federal Fire Agencies will reimburse based on the actual classifications responding, not to exceed one (1) Company Officer, one (1) Apparatus Operator, and one (1) or two (2) Firefighters. Tactical water tender staffing shall be reimbursed based upon the actual classifications responding, not to exceed two (2) Apparatus Operators or one (1) Company Officer and one (1) Firefighter. Personnel filling engine company or tactical water tender positions shall be certified at the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or the California Incident Command Certification System (CICCS).

Due to the short-term staffing crisis caused by multiple factors including COVID, exceptions to staffing will be on a case-by-case basis and approved by the ordering incident, documented in the resource ordering system of record, or documented on a General Message Form ICS-213 by the Incident Commander (IC), Finance Section Chief (FSC), Incident Business Advisor (IBA), or Agency Administrator (AA).

**Strike Team/Task Force Leader Trainee**

A-19 The State of California or the Federal Fire Agencies shall provide reimbursement for personnel requested by the State of California or the Federal Fire Agencies to coordinate (Strike Team/Task Force Leaders) or otherwise support the California Fire and Rescue Mutual Aid System resources, or Cal OES-owned emergency apparatus used on incidents. A strike team/task force may, at the discretion of the local jurisdiction, include a Strike Team/Task Force Leader Trainee as a reimbursable member of the unit. The trainee will be covered under a strike team/task force order and request number and will be identified on a separate *Emergency Activity Record* (OES F-42), unless the trainee is from the same California Fire and Rescue Mutual Aid System Agency as the Strike Team/Task Force Leader. The Strike Team/Task Force Leader Trainee shall travel with the strike team/task force in a vehicle from the existing strike team/task force and will not be reimbursed for the use of a second vehicle. The trainee may provide the vehicle for the assignment, but no more than one vehicle will be reimbursed. Personnel filling Strike Team/Task Force Leader Trainee positions shall be certified at the Strike Team/Task Force Leader Trainee level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or CICCS.

A-20 All trainees are required to check in with the Training Specialist at the incident when one is present. Trainees will follow the qualification process in place at the incident.

**Overhead Personnel**

A-21 Personnel responding to a State of California or Federal Fire Agency's request for overhead positions shall meet the training and experience requirements established for the ICS position to be filled (Reference: NWCG 310-1 Sub System Guide or CICCS).

**Transfer/Reassignment to Other Operational Area/Incident**

A-22 California Fire and Rescue Mutual Aid System emergency apparatus and personnel requested through this Agreement may not be reassigned without the responding agency's approval. The host State of California or Federal Fire Agency shall secure approval for such reassignment through the California Fire and Rescue Mutual Aid System.

**Cal OES Support**

A-23 Cal OES Fire Agency Representatives assigned to major incidents may need to have a Cal OES Support/Communications Unit to facilitate coordinating the mutual aid resources assigned to the incident. Local government agency personnel assigned to this resource shall be limited to and reimbursed at a maximum of two (2) persons.

A-24 The State of California or the Federal Fire Agencies shall reimburse the local government agency for the use of one agency support equipment. Reimbursement shall be calculated on a daily basis for such equipment at the rate established by the Committee for the approved type or category of vehicle used.

## REIMBURSEMENT – EMERGENCY APPARATUS

A-25 The formulas and rates of payment for emergency apparatus shall be considered as covering all reimbursement related to the use of such vehicles except as provided in the Reimbursement for Emergency Apparatus Loss or Damage section in the recitals of this Agreement, Recital 27.

A-26 Reimbursement for emergency apparatus refurbishment and rehab may be approved by the Incident Command, up to a maximum of 2 hours, as appropriate.

**California Fire and Rescue Mutual Aid System Agency Emergency Apparatus**

A-27 Engines and tactical water tenders shall be reimbursed in accordance with the current FEMA Schedule of Equipment Rates established in the annual Rate Letter. Engine and tactical water tender rates are based on a 16-hour maximum allowable charge, per 24-hour period.

Reimbursement of other emergency response equipment shall be in accordance with 44 CFR 206.228 allowable costs.

A-28 California Fire and Rescue Mutual Aid System Agencies shall assume operational costs, including necessary motor fuels and lubricants used in its emergency apparatus while responding from their home base and returning to their home base from the State of California or Federal Fire Agency incident. It shall be the responsibility of the responding agency to provide the necessary means of payment for such costs.

A-29 Once at the incident and until released or reassigned, the State of California or the Federal Fire Agencies will provide for motor fuel and lubricants, normal servicing costs, and minor repairs incidental to operation of emergency apparatus including California Fire and Rescue Mutual Aid System Agency support equipment. Minor repair is defined as any repair necessary to keep the equipment in operation on the incident, which requires not more than two (2) hours (labor time only) for one mechanic for any one job, exclusive of obtaining parts.

**Support Equipment, Privately-Owned Vehicles, and Rental Vehicles**

A-30 The State of California or the Federal Fire Agencies shall reimburse California Fire and Rescue Mutual Aid System Agencies for use of agency support equipment and private vehicles provided in conjunction with requested personnel. Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment at the rate established by the Committee for the type or category of vehicle used. Privately-owned vehicle rates will be reimbursed on a per mile basis according to the current Internal Revenue Service (IRS) standard rate published in the Rate Letter for business miles.

A-31 Reimbursement for mileage or other transportation to and from rental agency will be allowed.

A-32 The use and reimbursement of rental vehicles, mileage, or other transportation requires authorization either at the time of the initial request in the resource ordering system of record or documented by written approval at the incident. Rental vehicles from an airport are discouraged, and the use of compact cars is encouraged. Rental vehicles and the fuel expense while responding to, during, or returning from a State of California or Federal Fire Agency incident will be reimbursed for the actual costs incurred by the California Fire and Rescue Mutual Aid System Agencies. The process to obtain reimbursement for rental vehicle expenses is outlined in Exhibit “H”.

**Aircraft**

A-33 Aircraft will be reimbursed based on rates submitted annually on the salary survey to Cal OES. The process to obtain reimbursement for aviation resource expenses is outlined in Exhibit “E”.

**Other Equipment Rates**

A-34 All equipment in this exhibit will be reimbursed using the FEMA Schedule of Equipment Rates. If a FEMA equipment rate is not identified for the type of equipment being used, a rate may be developed using the FEMA Equipment Rate Formula in Exhibit "F".

## REIMBURSEMENT – TRAVEL EXPENSES

A-35 California Fire and Rescue Mutual Aid System Agencies seeking reimbursement for travel expenses such as fuel, food/meals, per diem, or lodging responding to, during, or returning from a State of California or Federal Fire Agency incident will be at the per diem and lodging rates specified in Exhibits "H" and "G".

Travel arrangements and reimbursement, including travel for relieving personnel and backfill, will only be made from the Fire Department/Agency location or residence, whichever is closest to the incident or reporting location (such as staging).

## REIMBURSEMENT – PERSONNEL ROTATION

A-36 When California Fire and Rescue Mutual Aid System Agency personnel are committed to extended assignments under this Agreement, there may be a need to rotate and replace personnel. Personnel under this Agreement are expected to be available a minimum of seven (7) days (elapsed time) excluding travel before needing replacement, regardless of the number of assignments from original dispatch.

A-37 Expenses that are reimbursable are limited to personnel costs and transportation costs. Reimbursement for personnel will be in accordance with general personnel reimbursement provisions of this Agreement. Specific personnel rotation procedures are outlined in Exhibit "C".

## INCIDENT OFF-SHIFT REST AND SLEEPING ACCOMODATIONS

A-38 The responsible State of California or Federal Fire Agency will provide, when practical, sanitary, shaded, and/or climatically maintained accommodations for off-shift sleeping, rest, and recuperation for local jurisdiction resources confined to the incident base. If the incident command finds it operationally feasible (e.g., strike team remains available) to place local jurisdiction resources in a commercial sleeping accommodation, it may be provided.

## REIMBURSEMENT – STATE OF CALIFORNIA, FEDERAL, DOD, AND TRIBAL FIRE DEPARTMENTS

A-39 State Agency Fire Departments, Federal Fire Departments, DOD Fire Departments, and Tribal Fire Departments may respond through the California Fire and Rescue Mutual Aid System.

Tribal Fire Departments that have a compacted or contracted wildland fire program with BIA will respond through the federal dispatching system and not through the California Fire and Rescue Mutual Aid System.

Reimbursement of Federal Fire Departments, DOD, and Tribal Fire Departments that respond to CAL FIRE, local government, and Cal OES incidents will be in accordance with the Agreement reimbursement provisions.

Reimbursement of Federal Fire Departments, DOD, and Tribal Fire Departments that respond to Federal Fire Agency fires are governed by other federal agreements. In these cases, Cal OES will not produce or process reimbursement invoices for Federal Fire Departments and DOD. Federal Fire Departments and DOD Fire Departments ordered through other agreements will invoice the supported Federal Fire Agency directly in accordance with existing federal and local agreements.

Reimbursement of Tribal Fire Departments that respond to a Federal Fire Agencies order and request through this Agreement and have a current Cooperative Agreement with BIA will be in accordance with the CFAA reimbursement provisions. Cal OES will generate an invoice based on the federal order and request. Once the Tribal Fire Department reviews, signs and returns the invoice to Cal OES, Cal OES will process to BIA for payment.

Federal Fire Agencies will not reimburse Federal Fire Departments and DOD under this Agreement.

## REQUESTING REIMBURSEMENT

A-40 The Mutual Aid Reimbursement System (MARS) provides a web-based application that will be managed by Cal OES and utilized by all fire agencies that respond under the California Mutual Aid System. The intent of the program is to make reimbursement under this Agreement housed under one platform that is easily accessible to Cal OES, the paying entities, and the local government agencies. All pertinent documents should be submitted through MARS. For further instruction on how to use MARS, visit the Cal OES webpage.

A-41 California Fire and Rescue Mutual Aid System Agencies will prepare an OES F-42 and supporting documentation at the incident, which is the basis for reimbursement due and invoice preparation. A web-based application to complete these electronic forms is provided by Cal OES Fire and Rescue Division. The OES F-42 must be signed by a responsible officer of the jurisdiction seeking reimbursement and by the State of California or Federal Fire Agency Incident Command to verify that the resources requested on the OES F-42 were authorized by the ordering agency and is the initial step for invoice processing. The completed OES F-42 is forwarded to Cal OES Fire and Rescue Division Headquarters for processing. **The OES F-42 should be reviewed and/or submitted to the Cal OES Fire Agency Representative at the incident, if assigned. The OES F-42 should be SUBMITTED DIRECTLY TO THE CAL OES FIRE AND RESCUE DIVISION BY THE CALIFORNIA FIRE AND RESCUE MUTUAL AID**

**SYSTEM AGENCY AT THE TIME OF RELEASE FROM THE INCIDENT. IF NOT SUBMITTED AT THE INCIDENT THROUGH MARS, THE OES F-42 MUST BE SUBMITTED WITHIN THIRTY (30) CALENDAR DAYS OF RELEASE FROM THE INCIDENT OR PAYMENT WILL BE DELAYED.**

A-42 Within sixty (60) calendar days of receipt of the OES F-42, Cal OES Fire and Rescue Division will process the OES F-42 data into an invoice(s) (F-142) and return to the California Fire and Rescue Mutual Aid System Agency for verification of billing amounts and signature. **THERE WILL BE A DELAY IN PAYMENT FOR INVOICES (F-142) NOT RETURNED TO CAL OES FIRE AND RESCUE DIVISION WITHIN THIRTY (30) CALENDAR DAYS OF RECEIPT FOR VERIFICATION OF BILLING AMOUNTS AND SIGNATURE.**

A-43 Upon return receipt and verification of the invoice (F-142) by the California Fire and Rescue Mutual Aid System Agency, the Cal OES Fire and Rescue Division will forward the CFAA Reimbursement Invoice (OES F-142) to the appropriate State of California or Federal Fire Agency within thirty (30) calendar days, along with a copy of the OES F-42 as the source document. Inquiries from the State of California and Federal Fire Agencies regarding amounts billed will first be addressed to Cal OES Fire and Rescue Division as soon as possible, as the first step in a joint resolution process.

A-44 The State of California or Federal Fire Agency will remit payment to the California Fire and Rescue Mutual Aid System Agency within sixty (60) calendar days of receipt of the OES F-142 from Cal OES.

A-45 In the event that CAL FIRE or a Federal Fire Agency identifies a discrepancy with an OES F-142, Cal OES will provide the California Fire and Rescue Mutual Aid System Agency a new invoice with the corrected invoice amount and the reason for the change. Cal OES has thirty (30) calendar days to make the change and provide a corrected invoice to the California Fire and Rescue Mutual Aid System Agency and either CAL FIRE or the appropriate Federal Fire Agency.

A-46 CAL FIRE and the Federal Fire Agencies will provide copies of payment schedules to Cal OES every thirty (30) days for invoices paid to the California Fire and Rescue Mutual Aid System Agencies. Cal OES Fire and Rescue Division will reconcile the payment schedules against outstanding OES F-142(s) on a monthly basis.

A-47 Cal OES will form and chair working groups with membership from the Committee to develop methodologies to streamline the reimbursement process.

The State of California and Federal Fire Agencies will work on procedures to improve reimbursement efficiencies and timelines. These activities will be documented and shared with the California Fire and Rescue Mutual Aid System Agencies.

A-48 The Terms and Conditions and Exhibits in this Agreement may necessitate new methods of reporting and invoicing. All proposed changes to this Agreement, or associated business processes shall be approved by the State of California and Federal Fire Agencies that are parties to this Agreement.

A-49 Reimbursement for emergency apparatus and personnel shall be made directly to the California Fire and Rescue Mutual Aid Agency providing the resource, and **NOT** to individuals.

A-50 The OES F-42 shall be used as the basis for personnel and equipment calculations. The resource order form of record shall not be used for reimbursing personnel and equipment costs.

**Federal Fire Agency Electronic Fund Transfer**

A-51 Federal Fire Agencies require the following for reimbursement to California Fire and Rescue Mutual Aid System Agencies:

1. Taxpayer Identification Number (TIN). This number is applied for and issued by the Internal Revenue Service (IRS). Contact the IRS at www.irs.gov or (800) 772-1213.

2. Electronic Funds Transfer (EFT). The cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested, and payments received by check by certifying in writing that one of the following situations apply:

    a. The payment recipient does not have an account at a financial institution.

    b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.

    c. The payment recipient has a physical or mental disability, or a geographic language or literacy barrier.

    In order to receive EFT payments, the recipient/cooperator shall register in the System for Award Management (SAM).

3. Unique Entity Identifier (UEI). The cooperator shall obtain a Unique Entity Identifier (UEI). This is a requirement for registering in SAM. The UEI replaces the DUNS number but does not replace existing numbers, such as Employer Identification Number (EIN), the Tax Identification Number (TIN), and State Application Identifier (SAI) numbers that are required by statute, Executive Order, or regulation. You may obtain a free UEI number via the web at

SAM.gov. You can locate additional information regarding the UEI change, which is universal for all federal agencies through Planned UEI Updates | GRANTS.GOV and SAM.gov | Entity Registrations. For assistance, call (866) 606-8220 or visit https://www.fsd.gov/gsafsd_sp.

4. System for Award Management (SAM) Registration Requirement. The cooperator shall maintain current information in SAM until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of the Agreement, *SAM* means the federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM internet site (currently at www.sam.gov). For assistance, contact the SAM Assistance Center at (866) 606-8220.

# EXHIBIT "B"
# ICS Type 1 through 7 ENGINE, ICS TACTICAL WATER TENDER, PERSONAL PROTECTIVE EQUIPMENT, & TRAINING STANDARDS FOR FIRE AND EMERGENCY ASSISTANCE

B-1 The purpose of this Exhibit is to identify the minimum standards that California Fire and Rescue Mutual Aid System Agencies should follow with regard to their use of Type 1 through 7 engines, tactical water tenders, Personal Protective Equipment (PPE), and training standards for mutual aid and/or CFAA-reimbursable responses.

B-2 The State of California and the Federal Fire Agencies Type 3 through 7 engines and tactical water tenders have a number of features that enhance their capability to operate on narrow, steep or unimproved roads and to allow the efficient application of water or other agents. The minimum features of the engines are:

1. Short wheelbase
2. High ground clearance
3. High angle of approach and departure
4. Lower Gross Vehicle Weight (GVW) than Type 1 or 2 engine
5. Unit number on roof

B-3 The main fire pump and water tank shall meet minimum capabilities for the FIRESCOPE ICS Type engine or tactical water tender as designated in the current edition of the ICS Field Operations Guide ICS-420-1. The pump, as mounted, shall be capable of drafting water from a water source located 10 feet vertical distance below the pump through the required suction hose.

For Type 3 through 7 engines:

1. 1.5-inch hose will be configured to facilitate progressive hose deployment providing for a l00 foot lateral of 1-inch hose every 200 feet of 1.5-inch trunk line once the fire's edge is encountered.
2. All hose utilized must meet or exceed USDA Specification. 1-inch hoses and nozzles will have NPSH threads; 1-inch hose with NH threads shall be provided with a sufficient number of NPSH adapters. 1.5-inch hoses and nozzles will have NH threads.

| RESOURCE | RADIO CALL | COMPONENTS | TYPES 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|---|
| Engine Company | Engine Telesquirt* | Pump minimum flow GPM | 1,000 | 500 | 150 | 50 | 50 | 50 | 10 |
| | | Tank minimum capacity (gal) | 300 | 300 | 500 | 750 | 400 | 150 | 50 |
| | | At rated pressure (psi) | 150 | 150 | 250 | 100 | 100 | 100 | 100 |
| | | Hose 2.5” | 1,200 | 1,000 | N/A | N/A | N/A | N/A | N/A |
| | | Hose 1.5” | 500 | 500 | 1,000 | 300 | 300 | 300 | N/A |
| | | Hose 1” | N/A | N/A | 500 | 300 | 300 | 300 | 200 |
| | | Ladder per NFPA 1901 | Yes | Yes | N/A | N/A | N/A | N/A | N/A |
| | | Master Stream 500 Min. GPM | Yes | N/A | N/A | N/A | N/A | N/A | N/A |
| | | Pump and Roll | N/A | N/A | Yes | Yes | Yes | Yes | Yes |
| | | Maximum GVWR (lbs.) | N/A | N/A | N/A | N/A | 26,000 | 19,500 | 14,000 |
| | | Personnel minimum | 4(#) | 3 | 3 | 3(@) | 3(@) | 3(@) | 3(@) |

*Engine with elevated stream capability, specify when requested

(#) 3 or 4-person staffing is acceptable for purposes of reimbursement.

(@) Differs from NWCG Guidelines. Per CFAA A-18 and FIRESCOPE BOD direction January 2020.

N/A = Not Applicable
NFPA =National Fire Protection Association
GVWR = Gross Vehicle Weight Rating

Notes:

1. All types shall meet federal, state and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
2. Type 3 engines and tactical water tenders shall be equipped with a foam proportioner system.
3. All water tenders and engine types 3 through 6 shall be able to prime and pump water from a 10-foot lift.
4. See A-18 for staffing levels.

| RESOURCE | RADIO CALL | COMPONENTS | TYPES 1 | 2 | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Tactical Water Tender | Water Tender | Pump minimum flow GPM | 250 | 250 | | | | | |
| | | Tank minimum capacity (gal) | 2,000 | 1,000 | | | | | |
| | | At rated pressure (psi) | 150 | 150 | | | | | |
| | | Pump and Roll | Yes | Yes | | | | | |
| | | Personnel minimum | 2 | 2 | | | | | |

Notes:

1. All types shall meet federal, state and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
2. Type 3 engines and tactical water tenders shall be equipped with a foam proportioner system.
3. All water tenders and engine types 3 through 6 shall be able to prime and pump water from a 10-foot lift.

Common Additional Needs – Request as Needed:

- All Wheel Drive (Includes four-wheel drive).
- High Pressure Pump (250 psi at one half flow of Type). NFPA 1901 compliant Type 1 and 2 engines will produce one half of rated flow at 250 psi. Type 3 engines are already required to produce rated flow (150 GPM) at 250 psi. If Type 4 through 6 are ordered as high pressure it is recommended that they be required to produce rated flow at 250 psi (50 GPM).
- Foam proportioner.
- Compressed Air Foam System (CAFS) 40 cfm minimum.
- Additional personnel.

**Personal Protective Equipment (PPE)**

B-4 Each employee responding to or engaged in fire suppression activities will use the appropriate safety clothing and equipment. Each agency is responsible for seeing that Cal OSHA standards for safety clothing and equipment are provided and used for wildland firefighting. Wildland fire suppression safety clothing and equipment includes:

1. Head protection meeting the requirements of CCR, Title 8, Section 3410
2. Eye and face protection meeting the requirements of CCR, Title 8, Sections 3382 and 3404
3. Ear and neck protection meeting the requirements of CCR, Title 8, Sections 3405 and 3410(c)
4. Body protection meeting the requirements of CCR, Title 8, Section 3406(c)
5. Gloves, meeting the requirements of CCR, Title 8, Section 3410
6. Foot protection meeting the requirements of CCR, Title 8, Section 3408
7. Wildland fire shelter meeting Forest Service specification 5100-606
8. Recommended disposable filtering face piece respiratory protection

**Training**

B-5 The State of California and Federal Fire Agencies have the expectation that when a local jurisdiction resource arrives at an incident it can perform all of the missions that would be expected of the State of California and Federal Fire Agencies' resource.

B-6 All responding personnel shall be in compliance with the current NWCG 310-1 Sub System Guide or CICCS. Training topics include but are not limited to:

| | |
|---|---|
| Wildland Strategy and Tactics | Backfiring/Firing-out |
| Wildland Fire Behavior | Handline Construction |
| Wildland Hose Lays | Structure Triage |
| Wildland Fire Safety | Structure Defense Preparation |
| Fireground Communications | Fire Weather |

## EXHIBIT "C"
## REIMBURSEMENT FOR PERSONNEL ROTATION

Clauses A-36 and A-37 authorize the reimbursement of personnel and transportation costs incurred to replace California Fire and Rescue Mutual Aid System Agency personnel committed to extended assignments under this Agreement. Personnel under this Agreement are to be available a minimum of seven (7) days excluding travel (portal-to-portal) before needing replacement, regardless of the number of assignments. This exhibit lists the procedures necessary for a local jurisdiction to follow before reimbursement for their costs will be processed for rotation of their personnel. These procedures only apply when the emergency apparatus remains assigned to the incident, but the personnel are rotated. The procedures are:

C-1 The Incident Commander (IC) or Mobilization (MOB) center manager to which the resources are assigned must approve the personnel rotation and method of transportation. Such approval should not be denied without substantial cause (e.g., imminent planned release (24 – 36 hours) of the resources) or a negotiated extension through the Cal OES Fire Agency Representative. The personnel rotation and transportation plan must be coordinated through the incident, the ordering point, agency representative, and/or the overhead responsible for the personnel to be rotated.

C-2 The approved personnel rotation will be documented in:

C-2.1 **The approved automated resource ordering system of record.** The resource order will be annotated in the documentation section by the incident indicating the date and time of personnel rotation approval. Subsequently the home unit/filling command center will add documentation to include the following information:

C-2.1.1 Method/Mode, date and time of transportation.

C-2.1.2 An ICS General Message Form-213/Rotation Job Aid Template designed specifically for personnel rotation must be signed by the IC or MOB center manager approving the rotation. This form shall be attached to the respective OES F-42 associated with the rotation vehicle and overlapping time of personnel.

C-2.2 **OES F-42**

C-2.2.1 Box 12 of the OES F-42 will document any personnel rotation with the date and time of the rotation for all individuals whether or not the personnel rotation will be reimbursed.

C-2.2.2 **ONLY** when a fire agency is requesting reimbursement for an approved personnel rotation that includes transportation cost will it be required to document the rotation in an OES F-

42 (Select Approved Personnel Rotation, include Support Vehicle Information and Incoming and Outgoing Dates and Times).

C-2.2.3 OES F-142(s) will identify personnel involved in any rotation and will itemize the costs of transportation for personnel rotations with support documentation.

C-2.3 **ICS-214 Unit Log**

C-2.3.1 Details of personnel rotation need to be documented (Unit Logs to be retained on file by individual fire agency).

If both the emergency apparatus and the personnel need replacement, the resources will be released, and a new resource will be ordered.

## EXHIBIT "D"
## COMMUNICATIONS CAPABILITIES

D-1 It shall be the responsibility of the agency sending mutual aid resources to ensure that those resources have adequate communications capabilities. Adequate communications capability is defined as VHF Highband radios with a minimum of 240 channels and pre-programmed with the most current FIRESCOPE STATEWIDE FREQUENCY CHANNEL PLAN. Effective January 1, 2024, radios will be required to have a minimum capacity of 400 channels with a recommended minimum of 500 channels.

D-2 Emergency apparatus used for mutual aid will have a mobile VHF Highband radio (powered by the emergency apparatus battery and connected to an external antenna) and a minimum of one portable VHF Highband radio. The VHF Highband portable radio should be capable of being operated by alkaline batteries.

D-3 Strike Team/Task Force Leaders: In addition to the communications capability required for emergency apparatus, line personnel are encouraged to respond with a conventional 800 MHz radio pre-programmed with the 800 MHz mutual aid channels as identified in FIRESCOPE STATEWIDE FREQUENCY CHANNEL PLAN.

D-4 For Narrowband Radios: On January 1, 2013, all public safety and business industrial land mobile radio systems operating in the 150-512 MHz radio bands must cease operating using 25 kHz efficiency technology and begin operating using at least 12.5 kHz efficiency technology. This deadline is the result of an FCC effort that began almost two decades ago to ensure more efficient use of the spectrum and greater spectrum access for public safety and non-public safety users. Migration to 12.5 kHz efficiency technology (once referred to as Refarming, but now referred to as Narrowbanding) will allow the creation of additional channel capacity within the same radio spectrum and support more users.

D-5 After January 1, 2013, licensees not operating at 12.5 kHz efficiency will be in violation of the Commission's rules and could be subject to FCC enforcement action, which may include admonishment, monetary fines, or loss of license. Agencies shall ensure that local radio channels are not utilized outside of the agency's licensed area of operation.

D-6 Agencies should provide a minimum of 4 hours of annual basic radio training for Division Supervisors, Strike Team Leaders, and single resource leader positions.

## EXHIBIT "E"
## AIRCRAFT (excludes CAL FIRE)

E-1 In accordance with clause A-6, Cal OES and the Federal Fire Agencies will reimburse aviation resources from the time of dispatch. Aviation resources are not limited to wildland fire and hoist rescue.

E-2 The standard aircraft configuration for water dropping could include but not be limited to:

1. Helicopter with crew
2. Fuel tender
3. Helitender if a helibase is not established
4. Support vehicle as chase rig for crew if needed
5. Water tender or engine to fill tanks for night flying helicopter

***All other aircraft configurations will be determined by the type of assignment***

E-3 Aircraft equipment will be reimbursed based upon Hobbs meter hours (flight hours) or minimum daily hours. Except for the pilot, personnel will be reimbursed based upon time assigned to the incident in accordance with A-8.2.

E-4 Local government agencies will develop aviation equipment rates in accordance with their own internal business practices. However, the pilot rate will be included in the equipment rate and will be calculated in accordance with the paragraph below. All rates should be submitted to Cal OES prior to dispatch; however, associated rates and documents not on file shall be submitted before reimbursement is made. Federal Excess Property (FEP) equipment should be identified separately excluding any purchase or replacement costs for the aircraft rate. For further information regarding FEP equipment exclusion, refer to 2 CFR 200 Subpart E (Section 200.436).

E-5 The pilot rate will be included in the local government agency equipment rate. As an exception to the general rule for salary calculations, this methodology will be in lieu of backfill costs. The calculation for the pilot rate will include the annual salary and benefit costs for all agency pilots divided by total flight hours for all agency aircraft. All other aviation salary rates will be calculated in accordance with the standard CFAA methodology and submitted via the salary survey.

E-6 For each day, local government agencies will receive the greater of the minimum daily hours or Hobbs meter (flight) time for aircraft equipment reimbursement unless the time assigned for the day is less than the minimum daily hours. If for the day, the time assigned to the incident is less than the minimum daily hours the local government agency will only receive equipment reimbursement based upon the time assigned to the incident for that day.

Reimbursement for minimum daily hours is dependent upon the type of order and request. Minimum daily hours for Cal OES approved prepositions are based upon a 24-hour period beginning at the time of initial dispatch. Minimum daily hours for Federal Fire Agency requests are based upon a calendar day.

| ICS Type Helicopter | Minimum Daily Hours |
|---|---|
| I, II, III | 4 |

## EXHIBIT "F"
## FEMA EQUIPMENT RATE FORMULA

**Hourly Rate = Depreciation + Overhead + Overhaul Labor + Overhaul Parts + Field Labor + Field Parts + Fuel + Lube + Tires**

Where:
**Depreciation =** (Acquisition Cost – Salvage Value) / Economic Life
General, Acquisition Cost = (1 – [Discount % / 100]) * (List Price + Sales Tax + Freight Cost)

**Hourly Overhead** = Overhead / 2,112 hours
Where Overhead represents annual equipment overhead costs resulting directly from equipment ownership, the costs include such things as normal risk insurance, storage and security, inspection, and licenses. Profit, project overhead, and general overhead costs are not included in this number. 2,112 hours is an annual equipment ownership baseline.

**Overhaul Labor** = (Annual Overhaul Labor Hours * Mechanic's Wage) / 2,112

**Overhaul Parts** = Annual Overhaul Parts Cost / 2,112

**Field Labor** = (Annual Field Repair Labor Hours * Mechanic's Wage) / Average Annual Use Hours

**Field Parts** = (Annual Field Repair Parts Cost + Miscellaneous Supply Parts Cost) / Average Annual Use Hours

**Fuel** = Average Annual Fuel Cost / Average Annual Use Hours **or**
**Fuel** = Hourly Fuel Consumption Rate * Unit Cost of Fuel

**Lube** = Annual Lube Cost / Average Annual Use Hours

**Tires** = Tire Cost / Tire Life

## EXHIBIT "G"
## REIMBURSEMENT POLICY AND PROCEDURES FOR OUTSIDE THE STATE OF CALIFORNIA ASSIGNMENTS

This Exhibit applies to Cal OES and the Federal Fire Agency requests.

G-1 The California Fire and Rescue Mutual Aid System Agencies shall use the following procedures to secure reimbursement for the provision of personnel and local government-owned emergency apparatus ordered for use on Federal incidents outside the State of California.

G-2 Reimbursement of personnel, emergency apparatus, and support equipment will be consistent with Exhibit "A" Reimbursement Policy and Procedures including the following:

1. Travel costs for lodging, per diem, and rental vehicles for personnel shall be reimbursed at the travel rates specified in Exhibit "H".

2. California Fire and Rescue Mutual Aid System Agencies may seek approval for the reimbursement of operational costs, including necessary motor fuels and lubricants used in its emergency apparatus while responding from their home base and returning to their home base from the State of California or Federal Fire Agency incident.

3. Reimbursement for Cal OES-owned communications equipment (e.g., cell and satellite phones or air and phone credit cards) will be at the total actual cost to the State of California.

4. Reimbursement invoices for Cal OES personnel, travel, and equipment will be on an actual cost basis, supported by accounting records, payroll records, and/or activity cards. Invoices for Cal OES resources should be submitted no later than 5 months after the end of the incident.

5. Invoices for Cal OES resources will include an administrative rate as determined by the State of California under Title 2 in the Code of Federal Regulations (2 CFR), Subtitle A, Chapter II, part 200.

6. Length of assignments for resources responding to incidents outside the State of California will be consistent with the appropriate Federal Fire Agency's policy. Conditions in Clauses A-36 and A-37 of Exhibit "A" concerning minimum of seven (7) days (elapsed time), excluding travel, will not apply to resources responding to requests outside the State of California. Federal Fire Agency policy on the length of an assignment outside the state is defined as the time period (days) between the first full operational period at the first incident or reporting location on the original resource order and commencement of return travel to the home unit. Standard assignment length is fourteen (14) days, exclusive of travel from and to home unit.

Time spent in staging and preposition status counts toward the 14-day limit, regardless of pay status, for all personnel, including Incident Management Teams.

***Any exceptions to this Exhibit need prior approval by USDA Forest Service Region 5 Fire and Aviation Management Director and/or Deputy Director***

# EXHIBIT "H"
# IN-STATE TRAVEL AND INCIDENT RELATED EXPENSES

H-1 The purpose of this exhibit is to identify allowable costs and the process for submitting such costs for in-state travel and incident related expenses. This exhibit primarily pertains to costs associated with fuel, food/meals, per diem, vehicle, and lodging costs as stated in Clauses A-35 and A-37 of Exhibit "A", as well as attributable incident expenses such as loss or damage to local agency emergency apparatus or support equipment identified in Recital 27 of this Agreement.

H-2 In some cases, miscellaneous expenses outside of the above mentioned may be approved if the incident finds that the expense(s) is also attributable to the incident.

1. In order for local agencies to be eligible for reimbursement of expenses related to this exhibit for incident related expenses, the approval MUST be formally documented in writing by the approving State of California or Federal Fire Agency responsible for the incident by using a General Message Form ICS-213 and/or provide the associated S# validating the expense(s) on both the General Message Form ICS-213 and the OES F-42. The USDA Forest Service will determine if a General Message ICS-213 or an S# is required (this will also be documented in the resource order).

2. In order for local agencies to be eligible for reimbursement of expenses related to this exhibit for all other expenses such as loss or damage, the approval MUST be formally documented in writing by the approving State of California or Federal Fire Agency responsible for the incident by using a General Message Form ICS-213 AND provide the associated S# validating the expense(s) on both the General Message Form ICS-213 and the OES F-42.

In both cases, when the General Message Form ICS-213 is used, it must be signed by one of these four positions: Incident Commander, Finance Section Chief, Incident Business Advisor, or Agency Administrator.

NOTE: S#'s and approved General Message Form ICS-213's should ONLY be issued when the incident cannot accommodate the expense in need, and all other options to provide the expense(s) have been exhausted.

H-3 Approved out of pocket expense(s) must accompany the OES F-42 along with the formal approval on the General Message Form ICS-213 documenting the S#, the itemized receipt(s), and the Expense Claim Reimbursement Log (OES F-142A). Receipts for meals and incidentals are not required. All required receipts must be provided and legible in date order. When local agencies are seeking reimbursement for expenses incurred on behalf of personnel from an agency other than their own, a manifest is required.

Meals and incidentals will be reimbursed using the average GSA rate for the State of California and published in the Rate Letter. Meals and incidentals not provided by the incident on the first and last days of travel while responding from home base and returning to home base are reimbursable without approval. While assigned to an incident, excluding first and last travel days, meals not provided by the incident will be reimbursable if documented and approved by an IC, FSC, IBA, or AA.

All agencies seeking reimbursement must attempt to obtain lodging at best available rates. Actual lodging costs will be reimbursed up to a ceiling of 150% of the average GSA rate for the State of California and published in the Rate Letter. Anything above the ceiling must be approved by an IC, FSC, IBA, or AA.

***For unconventional lodging, the ceiling includes all fees, including service and cleaning fees, but excludes taxes***

**Rental Vehicles**

H-4 This section of Exhibit "H" is to identify both allowable and non-allowable expenses when renting a vehicle. Items listed adhere to the state rental agreement.

Items listed below are NOT allowable expenses:

1. Personal accident insurance, personal effects coverage, or other optional coverage
2. No pre-payment of fuel or refueling
3. No payment of extension costs or late return
4. Airport rentals are discouraged
5. Airport parking fees
6. GPS unit
7. Satellite radio services (e.g. Sirius XM)
8. Roadside service
9. Damage attributable to the incident may be local government agency responsibility

Items listed below are REQUIRED to secure reimbursement:

1. Vehicle returned with a full tank
2. Final invoice
3. Use of compact vehicle recommended
4. Vehicle determination will be based on your incident position
5. At time of rental, you may need to make remarks on your contract that this vehicle is going to an incident base camp and may be driven off pavement
6. If your agency provides a travel/expense card, rental and fuel must be paid by agency card

***All other considerations must have prior approval from the incident***

Rental vehicle reimbursement will be the State of California short term program rental contract rates as the maximum allowable charge. Based upon approval, allowable class types are in the table below:

https://www.dgs.ca.gov/OFAM/Travel/Resources/Page-Content/Resources-List-Folder/Car-Rental-Resources

| Car Class | Class Type | Sample Vehicle |
|---|---|---|
| CCAR | Compact | Nissan Versa |
| ICAR | Mid-Size/Intermediate | Hyundai Elantra |
| SCAR | Standard | Buick Verano |
| FCAR | Full Size | Nissan Altima |
| SCAH | Hybrid Electric Vehicle | Toyota Prius |
| Plug-In Hybrid/Zero Emission Vehicle ICAE | Plug-In Hybrid/Zero Emission Vehicle | |
| CFAR | Compact SUV | Jeep Renegade |
| SFAR | Medium SUV | Hyundai Santa Fe |
| PPAR | Pick Up Truck | Ram 1500 |
| OQAR | 3/4-Ton/ 1-Ton Pick Up Truck | Chevy Silverado |
| MVAR | Mini Van | Dodge Grand Caravan |
| FVAR | Large Van | Ford Transit Wagon |
| JKAR | Mini-Cargo Van | Ram Promaster City |
| BCUT | 15’ Cutaway Box Van w/ramp | Transit Connect |
| DBOX | 16’ Box Truck | |
| FBOX | 24’ Box Truck | |
| GBOX | 26’ Box Truck | |
| DSTK | 14’ Stake Bed | |
| FSTK | 24’ Stake Bed | |

When renting a vehicle beyond four (4) days, assigned personnel will utilize the weekly rate through the seventh (7) day. Any days thereafter that do not constitute a week (seven (7) days) will be considered a daily rate.

Included in State of California Program Rates – Short-Term:

1. Unlimited mileage, Collision Damage Waiver (CDW).
2. $300,000 Supplemental Liability Protection (SLP).
3. Drop Charges: There will be no drop charges for any vehicles that are picked up and returned at an alternative Rental Branch location within the US with the exception of New York.
4. CDW for Business Rentals: Rates include full CDW (Collision Damage Waiver) with no deductible. CDW will cover any physical damage to the vehicle that may occur during a rental and is subject to the terms and limitations set forth in Enterprise's standard rental contract.
5. SLP for Business Rentals: Rates include SLP (Supplemental Liability Protection). SLP will cover up to $300,000 in liability claims that may occur during a rental, as the result of an accident, and is subject to the terms and limitations set forth in Enterprise's standard rental contract.

Damage Waiver Exclusion – Off-road use:

1. Operation of any vehicle that was not properly designed for the intended use
2. Excessive vehicle wear and tear, due to off-road operation, that may include:
    a. Tire punctures or missing chunks of tread
    b. Impact damage (body panels or undercarriage) defined as follows:
        i. Scratches larger than 2" or multiple scratches per panel penetrating the paint
        ii. Dents larger than 2" or multiple dents per panel
        iii. Impact to undercarriage that will require repair in order to maintain the drivability of the vehicle
        iv. Rips in upholstery, missing or broken interior components
3. Soot, smoke, or stain damage requiring professional cleaning

There are several options available to your agency and/or personnel for payment under the State of California Contract:

1. Direct bill account set up by your agency
2. Agency corporate credit card
3. Agencies can use account number XZCPFIR, and renters can choose to use their own payment method

Rental vehicles authorized on the resource order do not need additional incident approval. The cost of the rental vehicle, if incurred by the local agency, and the fuel purchased to operate the rental vehicle must be submitted on the OES F-142A with receipts attached. Rental vehicles that are not authorized on the resource order must receive the formal written approval from the incident as identified on page H-1 of this Exhibit.

**Documentation Requirements for Reimbursement of Expenses**

H-5 Check List:

- ☐ *General Message Form* (ICS-213) signed by the Incident Commander, Finance Section Chief, Incident Business Advisor, or Agency Administrator
- ☐ S# documented on forms ICS-213 and OES F-42
- ☐ Completed OES F-42
- ☐ Completed and signed OES F-142A with expense documented in date order
- ☐ Receipt(s) in date order
- ☐ If renting a vehicle, must submit final invoice

For loss or damage reimbursement to a local agency emergency apparatus or support equipment, additional documentation also required:

- ☐ Investigation/incident report
- ☐ Photo

## EXHIBIT "I"
## DEFINITIONS

I-1 **ACCRUAL ACCOUNTING** is a method whereby revenue or expenses are recorded when a transaction occurs rather than when a payment is received or made.

I-2 **ACTUAL HOURS** shall mean on shift time which includes a specific start and end time and is recorded as clock hours. On shift time includes actual work, ordered standby and compensable travel. Individuals are required to report to their designated work site as scheduled, ready, and willing to perform work safely.

I-3 **ADMINISTRATIVE RATE** is generally equal to the ratio between the total indirect expenses and some direct cost base and may be applied by the billing agency as determined by the CFAA Committee.

I-4 **AGENCY REPRESENTATIVE** shall mean the ICS position that serves as the point of contact for an assisting or cooperating agency that has been delegated authority to make decisions on matters affecting that agency's participation at the incident and reports to the Liaison Officer.

I-5 **AIRCRAFT** shall mean any firefighting fixed or rotary-winged aircraft (including Unmanned Aerial Vehicles) owned by Local, State, or Federal Fire Agencies. Also referred to as aviation resources.

I-6 **ANNUAL OPERATING PLAN** shall mean a plan developed at the State, geographic, or local levels for the implementation of administrative or operational practices or concerns.

I-7 **ASSISTANCE BY HIRE** shall mean fire suppression resources needed to fill the incident order that are to be paid for by the protecting agency.

I-8 **BASE RATE** shall mean the de minimis rate developed by the Committee.

I-9 **BULLDOZER** shall mean any tracked vehicle with a front mounted blade used for exposing mineral soil.

I-10 **BUREAU OF INDIAN AFFAIRS** shall mean the federal bureau under the Department of the Interior charged with the responsibility to provide wildland fire protection and suppression for trust lands of federally recognized Native American Tribes.

I-11 **CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES** shall mean agencies, departments, or institutions to which Cal OES has, through agreement, assigned Cal OES-owned emergency apparatus; or who provide locally owned resources under provisions

of the California Fire and Rescue Mutual Aid System. These agencies may also be referenced as, however, not be limited to, "local government agency" or "local agency".

I-12 **CALIFORNIA MOBILIZATION GUIDE** shall mean the interagency procedures for requesting, documenting, and sending resources to incidents within the State of California.

I-13 **CALIFORNIA WILDLAND COORDINATING GROUP** shall mean the executive level interagency committee made up of representatives from the USDA Forest Service, California Department of Forestry and Fire Protection, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Service, Association of Contract Counties, and the California Governor's Office of Emergency Services.

I-14 **COMPENSATE** shall mean to give money in return for something such as work or payment for something lost or damaged.

I-15 **DEMOBILIZATION CENTER/FACILITY** shall mean the location or facility established at or near an incident for the processing of emergency apparatus and personnel prior to release to its home base.

I-16 **DEPARTMENT OF DEFENSE FIRE DEPARTMENT** shall mean any organization managed by the Department of Defense for preventing and putting out fires principally on military installations.

I-17 **EMERGENCY ACTIVITY RECORD (OES F-42)** shall mean the personnel and equipment time record required for reimbursement through the CFAA. Referred to as OES F-42.

I-18 **EMERGENCY APPARATUS** shall mean any emergency response equipment or apparatus provided through the California Fire and Rescue Mutual Aid System.

I-19 **EMERGENCY PERSONNEL** shall mean any personnel responding on or with emergency apparatus and requested overhead personnel.

I-20 **FEDERAL FIRE AGENCIES** shall mean the USDA Forest Service, Pacific Southwest Region; the USDI Bureau of Land Management, California Office, Regions 8 and 10; the USDI National Park Service, Interior Regions 8, 9, 10, and 12; USDI Fish and Wildlife Service, Pacific Southwest Region; and USDI Bureau of Indian Affairs, Pacific Region.

I-21 **FEDERALLY RECOGNIZED TRIBE** shall mean an American Indian or Alaska Native tribal entity that is recognized as having a government-to-government relationship with the United States, with the responsibilities, powers, limitations, and obligations attached to that designation, and is eligible for funding and services from the Bureau of Indian Affairs.

I-22 **GOVERNING BODY RESOLUTION (GBR)** shall mean a formal declaration of the governing body concerning a certain subject which it either cannot or does not wish to control by ordinance.

I-23 **HAND CREW** shall mean a number of individuals that have been organized and trained and are supervised principally for operational assignments on an incident.

I-24 **HOME UNIT** shall mean the geographical location an individual is normally assigned to work. Also referred to as home base.

I-25 **INCIDENT** shall mean an occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

I-26 **INCIDENT COMMAND SYSTEM (ICS)** shall mean a standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

I-27 **INCIDENT COMMANDER** shall mean the ICS position responsible for overall management of the incident and reports to the agency administrator for the agency having incident jurisdiction. This position may have one or more deputies assigned from the same agency or from an assisting agency(s).

I-28 **INCIDENT MANAGEMENT TEAM (IMT)** shall mean the incident commander and appropriate command and general staff assigned to an incident.

I-29 **INTERAGENCY** shall mean involvement of two or more agencies to an agreement.

I-30 **LOCAL AGENCY** shall mean any city, city and county, county, or special district.

I-31 **LOCAL AGREEMENT** shall mean a pre-defined area agreement that includes that portion of the geographical jurisdictions of both the local reciprocal agreement signatories on which they have historically, frequently, and continuously cooperated in initial and extended attack.

I-32 **LOCAL JURISDICTION** shall mean any political subdivision of government.

I-33 **MOBILIZATION CENTER** shall mean an off-incident location at which emergency apparatus and personnel are temporarily located pending assignment, release, or reassignment.

I-34 **MOU/MOA** shall mean a Memorandum of Understanding or Memorandum of Agreement, which is a formal business document used to outline an agreement made between two separate entities, groups, or individuals.

I-35 **MUTUAL AID** shall mean an agreement in which two or more parties agree to furnish resources and facilities and to render services to each party of the agreement to prevent and combat any type of disaster or emergency.

I-36 **MUTUAL AID REIMBURSEMENT SYSTEM** shall mean the web-based application for the electronic submission and processing of pertinent reimbursement documentation.

I-37 **NON-SUPPRESSION PERSONNEL** shall mean personnel who occupy a civilian position within a fire agency.

I-38 **POLITICAL SUBDIVISION** shall mean any city, city and county, county, district, or other local governmental agency or public agency authorized by law.

I-39 **PORTAL-TO-PORTAL** shall mean the time of initial dispatch from home base to the time of return to home base.

I-40 **REIMBURSEMENT** shall mean to pay someone/agency an amount equal to an amount that agency has spent or where the agency has accrued a financial liability.

I-41 **SALARY RATES** shall mean the sum of the hourly rates for each personnel in a classification including workers' compensation and unemployment insurance divided by the number of employees in that classification. The hourly rate should not include overtime. Benefit pay, specialty pay, and/or incentive pay should also be excluded unless the pay is directly tied to each hour of overtime worked.

I-42 **SALARY SURVEY** refers to the form used to establish rates for reimbursement filed with Cal OES Fire and Rescue Division.

I-43 **STAGING AREA** shall mean the location where emergency apparatus and personnel are assigned to an incident for deployment on a three-minute availability status.

I-44 **STRUCTURAL FIRE PROTECTION** shall mean fire suppression within a structure.

I-45 **STRUCTURE DEFENSE** shall mean the protection of homes or other structures from wildland fire before the fire reaches the structure; exterior fire protection measures.

I-46 **SUPPRESSION PERSONNEL** shall mean personnel who routinely respond to emergencies.

I-47 **TRIBAL FIRE DEPARTMENT** shall mean a federally-recognized tribe with suppression and/or all-risk response capabilities.

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

## Meeting Date: August 11, 2026

**Title:** Approval of Professional Services Agreement with Core Tree Care, LLC in the amount of $192,660.00 for the "City of South Lake Tahoe Cole Property Hazardous Fuels Reduction and Forest Health" Project

**Location:** 3025 PIONEER TRL, APN 025051022 and 1501 AL TAHOE BLVD, APN 025051028

**Responsible Staff Member:** Jay Manning, Division Chief (530) 318-7855

**Background:** The City of South Lake Tahoe is committed to protecting life, property, and the environment from the effects of a catastrophic wildfire. The City's objective is to work closely with experts in resource management to plan, implement, and support fuel reduction and forest restoration projects. By preparing for the threat of a catastrophic wildfire, the city looks to create a Fire Adapted Community (FAC) as described in the Lake Tahoe Community Wildfire Protection Plan (CWPP). In support of this objective, the city pursued and received funding through the Tahoe Regional Planning Agency (TRPA) with funding from the United States Forest Service (USFS) to support fuel reduction efforts within the city of South Lake Tahoe to conduct Hazardous Fuels Reduction work on 50.7 treatable acres.

**Issue and Discussion:** The city desires to enter an agreement with a competitively selected contractor, Core Tree Care, Inc., not exceeding $192,660.00 to provide hazardous fuels reduction and forest health work on the Cole Family Property project. Services will include mechanized cut-to-length / forwarding system supported by qualified sawyers for sensitive-area hand work, using a 'touch it once' material-flow method: material is cut, gathered, and forwarded in a controlled direction toward designated landings rather than handled repeatedly, reducing redundant equipment movement, limiting soil disturbance, and keeping all processing at landings. The project area, located within the City of South Lake Tahoe and consists of 50.7 treatable acres, as shown in the attached treatment area map.

Responsible South Shore Fuels Program staff will perform all planning and permitting acquisition with the Registered Professional Forester from the Tahoe Resource Conservation District (TRCD) and serve as project management to the project. Each unit has specific operational plans, specifications, and treatment prescriptions, as outlined in a Vegetation Management Plan included in the RFP and agreement. All timber operations shall comply with the CA Forest Practice Rules and 14 CCR 1038.3, Forest Fire Prevention Exemption.

The RFP-solicitation process was compliant and per City policies and federal funding award terms and regulations. An RFP was posted on Planet Bids on May 21, 2026. Six proposals were received on July 2, 2026, and reviewed by a panel of five evaluators comprised of staff from the South Lake Tahoe Fire Department, Lake Valley Fire Protection District, the Finance Department, A forestry technician from the TRCD and a Registered Professional Forester from the TRCD working under a

MOU with the city for this project. Proposals were reviewed for responsiveness and evaluated on proposal content requirements based on weighted points criteria. Core Tree Care, Inc. scored the highest points and was ranked #1. Upon approval of the contract award, Core Tree Care, LLC can commence services immediately upon receiving the permits and approvals to proceed by our Registered Professional Forester for the project and further fuel reduction efforts in the City of South Lake Tahoe.

**Financial Implications:** Available funds for this contract are currently appropriated in the budget through previously awarded TRPA MOU grant funding in the amount of $248,156.38 for the "City of South Lake Tahoe Cole Property Hazardous Fuels Reduction and Forest Health" Project. Funds are available within account number 215 02270 42025 for Contractual Services. The City will follow all federal regulations, OMB circulars, and TRPA MOU grant terms and conditions to ensure the highest degree of compliance for full reimbursement of expenses for this project.

**Environmental Considerations:** The Forest Practice Act's regulatory scheme has been certified for exemption from CEQA's requirements for preparation of an Environmental Impact Report. A Timber Harvest Plan in Title 14 of the California Code of Regulations is functionally equivalent to an Environmental Impact Report under the California Environmental Quality Act under Public Resources Code section 21080.5. Because the subject area is within a Fire Hazard Severity Zone Map, it is subject to the forest fire prevention exemption in California Code of Regulations, Title 14, section 1038.3, from the requirement to prepare a Timber Harvest Plan. This exemption is being submitted to Cal Fire for review and approval. The project will require a Tahoe Basin Tree Removal Permit or be conducted under a valid TRPA Memorandum of Understanding under Section 1038.3(n). No work will begin until all environmental permitting is complete.

**Policy Implications:** Approval of this contract will allow the City to meet the goals of fuel reduction and vegetation management within the community through our project planning as part of the Community Wildfire Protection Plan (CWPP).

**A CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 11th day of August 2026 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Core Tree Care, LLC**("Consultant").

## RECITALS

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

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

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

## AGREEMENT

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

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

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 3 years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$192,660.00** 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. Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

Pursuant to the provisions of California Labor Code Section 1773.2, Consultant is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Agreement, are on file in the City's office. Consultant agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Pursuant to the provisions of California Labor Code Section 1813, Consultant or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the respective Consultant or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

5. 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.

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

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

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

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

9. Consultant's Books and Records.

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

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

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

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

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

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

11. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and

represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

a. Will not serve in a staff capacity and will conduct research and arrive at conclusions with respect to their 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. 18700.3(a)].

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

13. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out their 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.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. If Consultant will be physically present in the City of South Lake Tahoe to perform some or all of the services, Consultant shall maintain a City of South Lake Tahoe business license at all times services are

performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

15. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

16. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their 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.

v. Cyber Liability Coverage. Consultant shall maintain 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 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.

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

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

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

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

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

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

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

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

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

been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

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

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

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

If to Consultant: Core Tree Care, LLC
11762 De Palma Rd.
Corona, CA 92883

Provide a copy to: Same as above

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

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

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

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

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

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race, religion, reproductive health decision making, sex/gender, or sexual orientation. 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.

24. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

. The dangers of drug abuse in the workplace;
i. The person's or organization's policy of maintaining a drug-free workplace;

iii. Any available counseling, rehabilitation and employee assistance program; and
v. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who performs grant activities under this Agreement:

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

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

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

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

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

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

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

30. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications,

including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By_____

City Manager

Date _____

CONSULTANT:

By _____

John Hernandez, Owner/President

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____

City Attorney

Date _____

ATTEST:

By_____

City Clerk

Date _____

**Attachments:**

**Exhibit A** – Scope of Services
**Exhibit B** – Compensation Schedule / Timeline
**Exhibit C** - Anti-Lobbying Certification
**Exhibit D** – Tahoe Regional Planning Agency (TRPA) Executed Grant Agreement
**Exhibit E** – Vegetation Management Plan

**EXHIBIT A**

## SCOPE OF SERVICES

Core Tree Care recognizes this is not a mass clearing project: it is a precision wildland-urban interface forestry operation requiring restraint, strong field oversight, and protection of meadow systems, riparian vegetation, flagged leave trees, and neighborhood aesthetics. Core Tree Care will self-perform all cutting, processing, forwarding, hauling, and site rehabilitation using company-owned equipment and employees. Our general approach is a mechanized cut-to-length / forwarding system supported by qualified sawyers for sensitive-area hand work, using a 'touch it once' material-flow method: material is cut, gathered, and forwarded in a controlled direction toward designated landings rather than handled repeatedly, reducing redundant equipment movement, limiting soil disturbance, and keeping all processing at landings.

### Prescription Adherence

Treatment will follow each unit prescription exactly as written in the Vegetation Management Plan:

- Unit 1: Meadow Edge and Jeffrey Pine Forest (34.3 ac): Removal of purple-marked lodgepole pine and encroaching conifers at meadow edges and thin-from-below in Jeffrey pine stands, retaining dominant/co-dominant Jeffrey pine and all pink-flagged leave trees. Equipment will be excluded from meadow-adjacent and wet areas; those trees will be hand felled and winched/forwarded from the dry side.
- Unit 2: Lodgepole Pine Thicket (7.5 ac): Removal of all lodgepole pine within the flagged thicket boundary except the retained corridor flagged in yellow/white. Final corridor alignment will be confirmed in the field with the landowner and RPF before cutting begins.
- Unit 3: Neighborhood Edge (8.9 ac): Removal of purple-marked poor-form and unhealthy trees within ~150 feet of the property boundary while protecting the retained overstory and maintaining a park-like appearance. Directional felling away from structures, fences, and property lines.
- Universal standards: only marked trees removed; tree stumps ≤ 6 inches; brush stumps ≤ 4 inches; no broadcast chipping; all material forwarded to designated landings for off-site utilization; boundary and leave-tree flagging preserved and respected.

### Equipment Systems & Ground Protection (Pads)

A central feature of our approach is the use of portable equipment pads (interlocking timber/composite mats) to limit ground disturbance and ensure compliance with the <10 psi loaded ground-pressure specification and TRPA soil protection requirements:

- SENNEBOGEN 718E tracked tree-care handler with interchangeable processing and masticating heads performs felling, processing, and mastication of brush and small stems. The machine is operated as a low-impact handling and forwarding platform, not a high-disturbance clearing machine. The 718E's long-reach boom (up to ~43 ft) allows it to reach into treatment areas while remaining stationed on mats or existing

access routes, dramatically reducing the machine footprint and ground disturbance within units.

- Equipment pads will be leapfrogged ahead of the machine along pre-planned forwarding corridors, so tracks bear on mats, not native soil, in sensitive areas, meadow edges, and any location where duff preservation is a concern. Pads will also floor all landings and staging areas.
- Vermeer HG6800TX tracked horizontal grinder (950 hp, whole-tree infeed) stationed on matted landings processes non-merchantable tops, limbs, and small stems directly into walking-floor trailers, consistent with the no-broadcast-chipping requirement, since all processing occurs at landings into containers for off-site delivery. The grinder operates only on matted landings and existing access routes, never on native soil within treatment units, so the <10 psi in-unit ground pressure specification is unaffected.
- Grapple trucks and walking-floor chip trailers stage on existing roads and matted landings only (Pioneer Trail, Matheson Drive, and approved access points) for removal of logs and chips.
- Slash mats of limbs/tops will supplement pads on forwarding corridors where approved by the RPF, further distributing loads and protecting the duff layer.
- Operations will occur only when soil moisture conditions prevent rutting and compaction, per the VMP BMPs; the on-site supervisor will verify conditions daily with the RPF or designee.

### Material Removal & Utilization Plan

Ownership of harvested and chipped material vests in Core Tree Care, and 100% of removed material will be delivered to utilization facilities; nothing will be burned or left on site:

| Material | Destination Facility | Logistics |
|---|---|---|
| Merchantable sawlogs | Sierra Pacific Industries, Lincoln Sawmill, Lincoln, CA (Hwy 65). Log procurement contact: Dirk, SPI Lincoln procurement forester, (916) 434-2318 | Self-loading grapple/log trucks; ~100-mile haul via US-50/Hwy 65, the same corridor as chip deliveries, enabling combined haul logistics. Contingency: Tahoe Forest Products, Carson City, NV, (775) 710-3636 (~25-mile haul), which is expected to resume log intake in spring 2027; log deliveries will shift there when available to shorten haul cycles |

| | | |
|---|---|---|
| Biomass: tops, limbs, brush, non-merchantable stems (chips) | Rio Bravo Rocklin biomass cogeneration facility, 3100 Thunder Valley Ct., Lincoln, CA 95648. Plant contact: Scott, (916) 521-1604 (plant main line: (916) 645-3383) | Vermeer HG6800TX grinds directly into walking-floor trailers at matted landings; ~100-mile haul via US-50/Hwy 65; contingency facility: Loyalton biomass plant (Sierra Valley Enterprises), Loyalton, CA, pending its operating status |

All treatment-generated material will be commercially utilized, with sawlogs delivered to Sierra Pacific Industries (Lincoln, CA) as sawmill roundwood and all remaining biomass delivered to Rio Bravo Rocklin (Lincoln, CA) as biomass fuel. Any change in material disposition after award will be requested in writing for prior approval by the Lead Agency and RPF. Core Tree Care will complete the Timber Tax Harvest Report and Timber Tax Return (CDTFA) for all harvested timber, maintain load tickets and facility receipts for every delivery, and provide documentation to the City and RPF upon request.

**Environmental & Resource Protection / Rehabilitation Plan**

- Soil & erosion: operate only under dry or approved soil-moisture conditions; equipment pads and slash mats on all sensitive ground; preserve duff layer; scatter slash on disturbed soils; install water breaks/rolling dips on any disturbed corridors; erosion control installed before forecast storm events and prior to shutdown (per VMP Winter Operations requirements). Site erosion hazard is low–moderate and terrain is generally flat; no steep-slope mechanical operation is anticipated. If any localized steeper ground is encountered, it will be hand treated.

- Stream Environment Zone / Bijou Creek, equipment operating within flagged SEZ boundaries will be limited to low-ground-pressure equipment under 10 psi fully loaded, supplemented by our equipment pads, and operated to minimize soil disturbance, rutting, compaction, and impacts to hydrologic function. Riparian vegetation (aspen, alder, willow) will be retained per the VMP, and hand felling with winching/forwarding will be used where conditions or the RPF warrant. SEZ boundaries will be confirmed using the City-provided COLE SEZ map/KMZ and field flagging prior to entry.

- Biological resources: Core Tree Care will retain and pay for a qualified biologist to conduct all required pre-treatment nesting-bird and sensitive-species surveys for any work performed between February 1 and August 31, per RFP, at no additional cost to the City, with all survey reports forwarded to the RPF and the City-assigned project manager; compliance with the Migratory Bird Treaty Act and TRPA limited operating periods; immediate work stoppage and RPF/biologist notification if active nests, dens, or roosts are found.

- Cultural resources: crews briefed on flagged archaeological site buffers; 30-foot work stoppage and qualified archaeologist assessment for any inadvertent discovery; County Coroner/NAHC protocol followed for any human remains, per the VMP.

- Rehabilitation: at completion of each unit: landing surfaces decompacted and recontoured as directed, deck/landing areas rehabilitated with no more than 3 inches of chip from on-site material, pads removed, the majority of temporary slash mat material recovered and forwarded to landings for processing, slash scattered on disturbed soil, remaining flagging removed at RPF direction, and access points restored. Roads used by project equipment will be swept clean at the end of each workday; dust control uses water and operational measures only, with no chemical dust suppressants.

- Erosion control completion: unless otherwise approved in writing by the RPF, all erosion prevention and control work associated with our operations will be completed within fifteen (15) calendar days following completion of forwarding, hauling, or equipment operations in each affected area.

- Noxious weed prevention: all off-road logging, forestry, and construction equipment will be cleaned and visually inspected before initial entry into the Contract Area and before each subsequent move-in, removing soil, plant parts, seeds, and debris; equipment is available for RPF inspection prior to commencing operations.

- Equipment servicing & spill prevention: servicing, fueling, and maintenance conducted away from SEZs and sensitive resources with oil-absorbing mats/drip pans beneath stationary equipment; any spill immediately contained and cleaned with prompt RPF notification; all contaminated soil, waste oil, filters, and service waste removed and properly disposed.

- Residual tree protection: retention trees will not be cut, pushed over, or used as rub trees; operations will avoid bark damage, broken tops/limbs, root-zone compaction, and mechanical scarring, and any damage to residual trees will be reported to the RPF for corrective-action determination.

**Safety & Compliance (29 CFR 1910.266 OSHA Logging Standard)**

- Written safety program compliant with 29 CFR 1910.266 and Cal/OSHA: daily tailboard briefings covering felling plans, two-tree-length separation, escape routes, and communication signals.

- PPE: hard hats, eye/face protection, hearing protection, cut-resistant leg protection for all chainsaw work, high-visibility clothing, and appropriate footwear for all personnel.

- Work areas: controlled access with signage on Pioneer Trail/Matheson Drive interfaces; no personnel within two tree lengths of active felling; designated no-work zones near occupied areas.

- Equipment safety: daily documented inspections; ROPS/FOPS cabs; fire extinguishers and spark arrestors on all machines; fire tools, spill kits, and water tender with 300 feet of hose on site during fire season, with jobsite patrol after operations cease.

- First aid: minimum two first-aid/CPR-certified personnel per crew; trauma kits at each active work area; emergency action plan with GPS rally points, nearest trauma center (Barton Memorial Hospital, ~2 miles), and satellite communication backup.

- Supervision: at least one English-fluent foreman on site during all active operations; crews are bilingual (English/Spanish) for effective communication.

- Daily quality control: the on-site foreman verifies daily that only designated trees are removed, leave trees and retained corridors are protected, stump heights comply, no broadcast chipping occurs, material is forwarded to designated landings, equipment is not causing rutting, fire prevention equipment is staged, and work areas are left clean. Each unit receives an internal compliance review before being presented to the RPF/City for inspection and acceptance.

- Labor compliance: prevailing wages paid per DIR determinations; certified payroll submitted through the DIR eCPR system; DIR registration PWCR 1000056601.

**EXHIBIT B**

## SCHEDULE OF CHARGES AND TIMELINE

### BUDGET

| Project Unit | Treatment Type | Quantity | Unit | Price Per Unit | Total Cost ($) |
|---|---|---|---|---|---|
| **Unit 1** | Hand crews and/or low-ground-pressure mechanized equipment (<10 psi loaded); thin-from-below, meadow edge treatment, forwarding and off-site utilization | 34.3 | Acres | **$3,800.00** | **$130,340.00** |
| **Unit 2** | Hand crews and/or low-ground-pressure mechanized equipment (<10 psi loaded); lodgepole thicket removal with retained corridor, forwarding and off-site utilization | 7.5 | Acres | **$3,800.00** | **$28,500.00** |
| **Unit 3** | Hand crews and/or low-ground-pressure mechanized equipment (<10 psi loaded); neighborhood edge treatment, forwarding and off-site utilization | 8.9 | Acres | **$3,800.00** | **$33,820.00** |
| **TOTAL** | **Not-to-Exceed price, all units** | **50.7** | **Acres** | **$3,800.00** | **$192,660.00** |

### TIMELINE

Work is sequenced to establish landings and haul routes first, then move systematically through the units while weather and soil conditions allow mechanical operation:

| Milestone | Activity | Target Timeframe |
|---|---|---|
| Contract & mobilization | PSA execution, insurance certificates, DIR/eCPR setup, pre-work conference with City, RPF walk-through, delivery agreements confirmed with Tahoe Forest Products and Rio Bravo Rocklin | August 2026 (within 30 days of award) |
| Site preparation | Landing/staging layout with RPF approval, pad placement, signage | Mid–late August 2026 (post 8/15) |

| | | |
|---|---|---|
| | and traffic control on Pioneer Trail access, wildlife survey confirmation | |
| Unit 3 treatment | Neighborhood edge (8.9 ac) completed first for immediate community defensibility benefit; highest-visibility work done early with careful public interface | Sept 2026 |
| Unit 2 treatment | Lodgepole thicket (7.5 ac) removal with corridor retention | Sept–Oct 2026 |
| Unit 1 treatment | Meadow edge & Jeffrey pine thinning (34.3 ac); driest ground worked first, meadow-adjacent areas timed for optimal soil conditions | Oct 2026; carryover to 2027 season (post 8/15/2027) as needed |
| Hauling & utilization | Continuous log and chip removal concurrent with treatment; no long-term decking on site | Throughout operations |
| Rehab & winterization | Landing rehab, slash scattering on disturbed soils, water breaks, pad removal, erosion control before Oct 15 shutdown (or approved winter ops) | Oct 15, 2026 / 2027 |
| Final completion | Final RPF/City inspection and acceptance of all 50.7 acres | No later than Fall 2028 |

Daily production is estimated at 1.5–2.5 acres for the mechanized system (prescription-dependent), with hand-felling in sensitive areas performed by the crew's qualified sawyers, supporting completion of Units 2 and 3 and a substantial portion of Unit 1 within the 2026 operating window (August 15 – October 15). Should conditions curtail the 2026 season, the balance will be completed in 2027.

**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:

John Hernandez, Owner/President

Core Tree Care, LLC

By:_____

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

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

**RECITALS**

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

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

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

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

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

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

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

the terms of this MOU.

**NOW THEREFORE, IT IS THEREFORE MUTUALLY AGREED:**

**A. Project Officials and Notice**

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

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

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

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

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

**B. Plans and General Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

## C. Reporting Requirements

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

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

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

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

## D. Invoicing Requirements (please use the invoicing template provided by TRPA)

Each invoice must include, at a minimum:

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

## E. Project – Specific Requirements

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

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

## F. Project Records

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

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

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

## G. Entire Agreement and Amendment.

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

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

| | |
|---|---|
| Exhibit A | SCOPE OF WORK AND SCHEDULE |
| Exhibit B | INVOICING AND BUDGET DETAIL |
| Exhibit C | GENERAL TERMS AND CONDITIONS |
| Exhibit D | PARTICIPATING AGREEMENT |

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

**CITY OF SOUTH LAKE TAHOE**

By: Cody Bass (Mar 16, 2026 10:51:24 CDT)
Name: Cody Bass
Title: Mayor
Date: 03/16/2026

Approved as to Form:

By: Heather Stroud (Mar 12, 2026 15:40:04 PDT)
Heather Stroud, City Attorney

ATTEST:

By: Susan Blankenship (Mar 12, 2026 11:47:43 PDT)
Susan Blankenship, City Clerk

**Tahoe Regional Planning Agency (TRPA)**

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

Approved as to Form:

By: _____
TRPA Legal Counsel

# Exhibit A SCOPE OF WORK AND SCHEDULE

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

A. General Deliverables and Compliance Requirements

B. Schedule of Work to be Performed by the City

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

## Project Implementer

City of South Lake Tahoe

## Project Title

Cole Property - Hazardous Fuels Reduction Project

## EIP Project Number

02.01.01.0157

## Project Description

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

## Goals & EIP Performance Measures

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

1. Enhancing Forest Health

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

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

2. Reducing Wildfire Risk

- Fuel Reduction: Removing excess vegetation such as dead trees and dry brush that can act as fuel, reducing the intensity and spread of potential wildfires.
- Restoring Natural Fire Regimes: Utilizing prescribed fire to mimic natural fire cycles, which helps maintain diverse plant and animal communities that depend on periodic low-intensity burns.

3. Protecting the Community

- Community Protection: Implementing fuel reduction treatments around communities, roads, and critical infrastructure to reduce wildfire threats and enhance public safety.
- Creating Defensible Space: Establishing strategically designed buffer zones to reduce the likelihood of fire spreading into or out of developed areas.
- Public Awareness and Education: Engaging and educating local communities on the importance of forest management, defensible space, and fire preparedness to foster a shared responsibility for fire resilience.

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

## Schedule

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

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

## Project Approach

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

### Project Timeline

1. Project Initiation – Purpose and Objectives

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

2. Drafting of the Vegetation Management Plan

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

3. Internal Review and Revisions of Treatment Prescription

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

4. RFP Development

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

6. Environmental Compliance and Permitting

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

7. Project Implementation

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

8. Monitoring and Reporting

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

## Important Notes

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

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

## Contingency Plan

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

Exhibit B INVOICING AND BUDGET DETAIL

## A. INVOICING AND PAYMENTS

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

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

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

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

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

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

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

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

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

6. Each invoice must include, at a minimum:

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

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

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

## B. BUDGET CONTINGENCY CLAUSE

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

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

C. PROJECT BUDGET

Total Approved Budget: $248,156.38

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

**Task 1: Hazardous Fuels Reduction**

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

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

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

| Total Taks 3 | | $ - |
|---|---|---|

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

| Task 5: ADD A TASK | | |
|---|---|---|
| | Description Services/Work | Budget |
| Salaries/Labor ADD Job Title | | |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| Total Salaries/Labor | | $ - |
| Supplies/Materials | | |
| | | $ - |
| | | $ - |
| | | $ - |
| Total Supplies /Materials | | $ - |
| Travel | | |
| | | $ - |
| | | $ - |
| Total Travel | | $ - |
| Equipment (please see not on equipment) | | |
| | | $ - |
| | | $ - |
| Total Equipment | | $ - |
| Other (include any subcontractors) | | |
| | | $ - |
| | | $ - |
| Total Other | | $ - |
| Indirect Costs | | |
| | | $ - |

| | | |
|---|---|---|
| Total Indirect Costs | | $ - |
| Total Task 5 | | $ - |

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

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

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

# MATCH WORKSHEET

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

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

## Exhibit C GENERAL TERMS AND CONDITIONS

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

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

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

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

5. TERMINATION

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

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

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

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

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

b. Prior to terminating the MOU under this provision, TRPA shall provide the City at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The City may appeal the termination decision in accordance with the instructions listed in paragraph 13: DISPUTES.

6. INDEPENDENT CONTRACTOR: The City, and the agents and employees of the City, in the performance of this MOU, shall act in an independent capacity and not as officers or employees or agents of TRPA.

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

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

8. CONFLICTS OF INTEREST:

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

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

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

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

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

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

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

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

13. ENVIRONMENTAL COMPLIANCE

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

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

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

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

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

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

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

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

19. INSURANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

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

22. NOTICE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

therefrom, either directly or indirectly.

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

FS Agreement No. 25-PA-11051900-007

Cooperator Agreement No. _____

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

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

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

Title: Environmental Improvement Program Projects

**I. PURPOSE:**

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

## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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

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

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

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

## III. TRPA SHALL:

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

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

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

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

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

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

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

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

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

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

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

Each invoice must include, at a minimum:

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

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

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

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

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

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

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

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

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

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

**Principal Cooperator Contacts:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. STANDARDS FOR FINANCIAL MANAGEMENT.

**1. Financial Reporting**

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

**2. Accounting Records**

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

**3. Internal Control**

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

**4. Source Documentation**

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

**5. Advance Payments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Performance reports must contain information on the following:

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

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

- Additional pertinent information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***"This institution is an equal opportunity provider."***

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

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

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

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

4. Withhold further awards for the program, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

August 29, 2025

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

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

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

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

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

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

Burden Statement

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

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

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

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

**U.S. Forest Service**

**OMB 0596-0217**
**FS-1500-17B**

Attachment: A

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

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

**Agreements Financial Plan (Short Form)**

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

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

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

## WORKSHEET FOR

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

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

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

**Salaries/Labor**

**Standard Calculation**

| Job Description | | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|
| Fuels Manager | | $500.00 | 20.00 | | $10,000.00 |
| Forest Health Manager | | $700.00 | 20.00 | | $14,000.00 |
| Hydrologist/Project Manager | | $500.00 | 20.00 | | $10,000.00 |
| Aquatic Biologist | | $500.00 | 20.00 | | $10,000.00 |

**Non-Standard Calculation**

| | |
|---|---|
| **Total Salaries/Labor** | **$44,000.00** |

**Travel**

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
|---|---|---|---|---|---|

**Non-Standard Calculation**

| | |
|---|---|
| **Total Travel** | **$0.00** |

**Equipment**

**Standard Calculation**

| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
|---|---|---|---|---|---|

**Non-Standard Calculation**

| | |
|---|---|
| **Total Equipment** | **$0.00** |

| **Supplies/Materials** | | | | |
|---|---|---|---|---|
| **Standard Calculation** | | | | |
| Supplies/Materials | | # of Items | Cost/Item | Total |

| |
|---|
| **Non-Standard Calculation** |

| | |
|---|---|
| **Total Supplies/Materials** | **$0.00** |

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

| |
|---|
| **Non-Standard Calculation** |

| | |
|---|---|
| **Total Printing** | **$0.00** |

| **Other Expenses** | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Item | | # of Units | Cost/Unit | | Total |

| |
|---|
| **Non-Standard Calculation** |

| | |
|---|---|
| **Total Other** | **$0.00** |

| | |
|---|---|
| **Subtotal Direct Costs** | $44,000.00 |

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

| | |
|---|---|
| **TOTAL COST** | **$50,600.00** |

# WORKSHEET FOR

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

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

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

**Salaries/Labor**

**Standard Calculation**

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

**Non-Standard Calculation**

| | |
|---|---|
| **Total Salaries/Labor** | **$322,021.33** |

**Travel**

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | Total |
|---|---|---|---|---|

**Non-Standard Calculation**

| | |
|---|---|
| **Total Travel** | **$0.00** |

**Equipment**

**Standard Calculation**

| Piece of Equipment | # of Units | Cost/Day | # of Days | Total |
|---|---|---|---|---|

**Non-Standard Calculation**

| | |
|---|---|
| **Total Equipment** | **$0.00** |

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

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

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

| **Subtotal Direct Costs** | $3,479,721.04 |
|---|---|

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

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

# WORKSHEET FOR

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

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

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

**Salaries/Labor**

**Standard Calculation**

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

**Non-Standard Calculation**

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

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

**Travel**

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
|---|---|---|---|---|---|

**Non-Standard Calculation**

| | | | | | |
|---|---|---|---|---|---|
| **Total Travel** | | | | | **$0.00** |

**Equipment**

**Standard Calculation**

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

| Non-Standard Calculation | | | | |
|---|---|---|---|---|
| **Total Equipment** | | | | **$9,750.00** |

| Supplies/Materials | | | | |
|---|---|---|---|---|
| **Standard Calculation** | | | | |
| Supplies/Materials | | # of Items | Cost/Item | Total |

| Non-Standard Calculation | | | | |
|---|---|---|---|---|
| **Total Supplies/Materials** | | | | **$0.00** |

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

| Other Expenses | | | | | |
|---|---|---|---|---|---|
| **Standard Calculation** | | | | | |
| Item | | # of Units | Cost/Unit | | Total |
| CHIPS Crew Development and Training | | 2.00 | $20,000.00 | | $40,000.00 |
| CHIPS Training Materials & Supplies | | 2.00 | $1,750.00 | | $3,500.00 |
| **Non-Standard Calculation** | | | | | |
| **Total Other** | | | | | **$43,500.00** |

| **Subtotal Direct Costs** | $87,250.00 |
|---|---|

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

| **TOTAL COST** | **$100,337.50** |
|---|---|

# WORKSHEET FOR

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

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

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

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

| **Non-Standard Calculation** |
|---|

| **Total Salaries/Labor** | **$0.00** |
|---|---|

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

| **Non-Standard Calculation** |
|---|

| **Total Travel** | **$0.00** |
|---|---|

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

| Non-Standard Calculation | |
|---|---|
| **Total Equipment** | **$0.00** |

**Supplies/Materials**

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

| Non-Standard Calculation | |
|---|---|
| **Total Supplies/Materials** | **$0.00** |

**Printing**

| Standard Calculation | | | | | |
|---|---|---|---|---|---|
| Paper Material | | # of Units | Cost/Unit | | Total |

| Non-Standard Calculation | |
|---|---|
| **Total Printing** | **$0.00** |

**Other Expenses**

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

| Non-Standard Calculation | |
|---|---|
| **Total Other** | **$378,279.00** |

| **Subtotal Direct Costs** | $378,279.00 |
|---|---|

| **TOTAL COST** | **$378,279.00** |
|---|---|

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

**Forest Health Projects:**

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

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

**Watersheds and Water Quality Projects:**

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

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

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

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

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

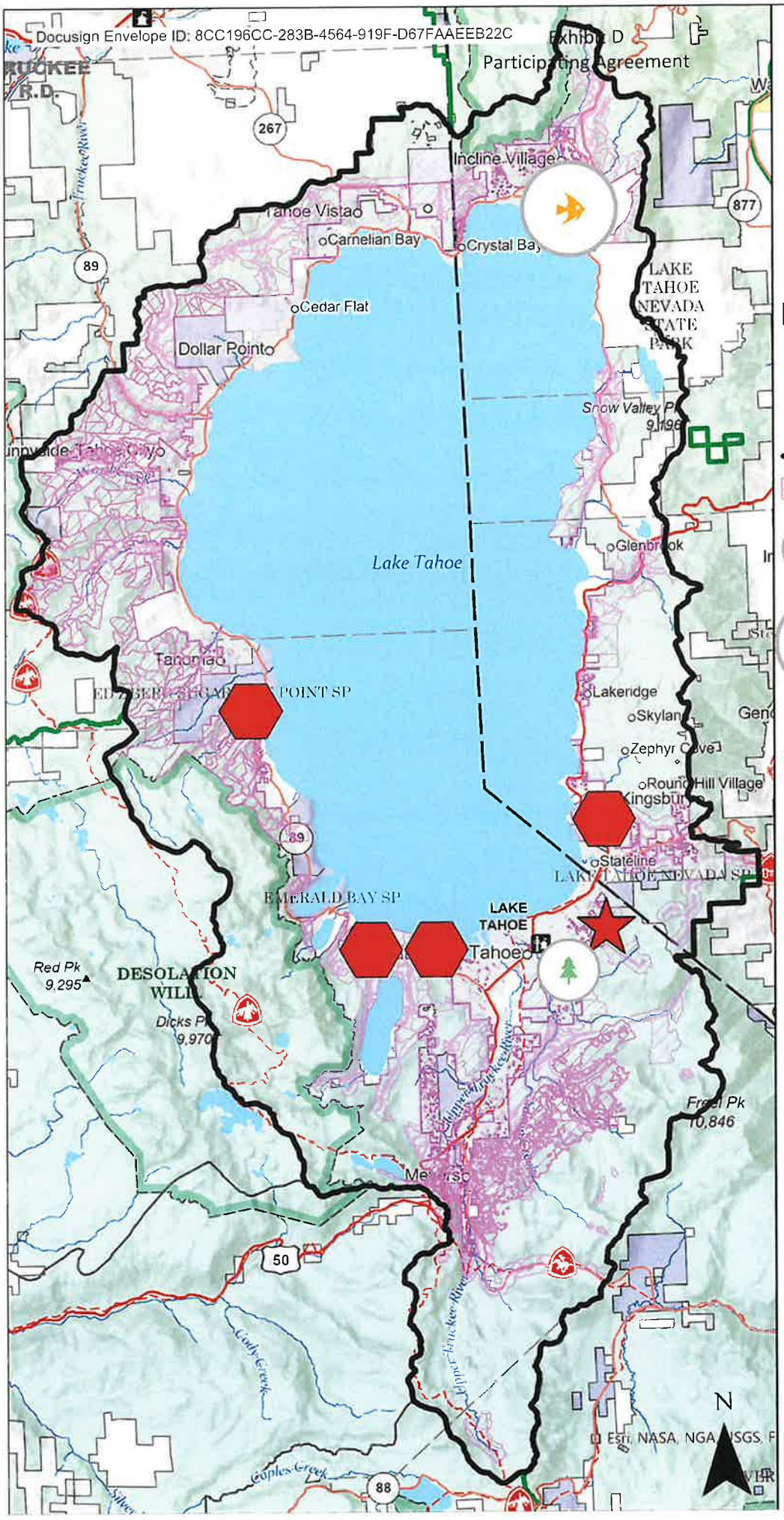
Federal Nexus: The federal nexus of this project is that the runoff from USFS land travels down the roads included in this project (Wildwood Avenue, Regina Road, Needle Peak Road, and Ski Run Boulevard) and carries sediment down into Bijou Park Creek. This project will provide opportunities to capture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

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



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

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




- Project Area - Lake Tahoe Basin
- CHIPs Project Area
- Cole Property Project
- Lower Rosewood Creek Project
- Aquatic Invasive Species Project
- Needle Peak Restoration Project

Tahoe Beaches Project - Where NFS lands contact Lake Tahoe

# C-057-2026 TRPA MOU

Final Audit Report 2026-03-16

| | |
|---|---|
| Created: | 2026-03-12 |
| By: | Michelle Davis (medavis@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA0O2Y7MsccpobHQ-zvq4cfMLsGxmZ9LEV |

## "C-057-2026 TRPA MOU" History

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Signer cbass@cityofslt.gov entered name at signing as Cody Bass
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Agreement completed.

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# Cole Property Hazardous Fuels Reduction and Forest Health Project

**Prepared by:** David Murray RPF # 3229

**Date:** 12/16/2025

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**Acres:** 74.9 total, ~50 treatable

**Treatment Type:** thin from below, cut to length (CTL) harvesting

**Start Date:** Fall 2026

**End Date:** Fall 2028

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## Project Location:

Township 12 North, Range 18 East, approximate center of project; 119.9586188°W, 38.9259297°N

APN(s): 025-051-022, 025-051-028

The project location is within the city limits of South Lake Tahoe, CA. The project is adjacent to USFS land and is located along Pioneer Trail and a small portion of the project area is along Matheson Drive and Al Tahoe Blvd.

## Agency Contacts

| Name | Title | Organization | Role in Project | Contact Information |
|---|---|---|---|---|
| Jay Manning | Division Chief/Wildfire Fuels | South Tahoe Fire and Rescue | Lead Agency / Contract Oversight | jmanning@cityofslt.gov / 530.318.7855 |
| Martin Goldberg | Battalion Chief/Fuels Management Officer | Lake Valley Fire Protection District | Lead Agency / Contract Oversight | goldberg@lakevalleyfire.org / 530.577.3737 |
| David Murray, RPF #3226 | Forestry Program Manager | Tahoe Resource Conservation District | Project Oversight / RPF of Record | dmurray@tahoercd.org / 530.543.1501 x113 |

## Introduction

The Cole Unit Hazardous Fuels Reduction Project is located within the city limits of South Lake Tahoe and adjacent to U.S. Forest Service land. The project is designed to reduce hazardous fuels, improve forest structure, and increase wildfire resilience within the wildland–urban interface. Treatments will include thin-from-below operations and cut-to-length harvesting to reduce fuel continuity, improve stand vigor, and enhance defensibility near developed areas.

## Project Goals

- Improve overall forest health and increase resilience to wildfire, drought, insects, and disease
- Protect life and property
- Enhance defensible space and improve strategic wildfire suppression opportunities

## Forest, Soil, and Topography

The project boundary encloses 74.9 acres of land. The slope is primarily flat, with minimal variation, with no significant slope direction (aspect). The project is bisected by the ephemeral Bijou Creek along the northeastern project area. According to the USDA Tahoe Basin Soil Survey the predominant soil types within the project boundaries are Jabu coarse sandy loam, Christopher-Gefo complex, Marla loamy coarse sand, and Tahoe mucky silt loam. The erosion hazard rating for the project area is low to moderate.

The overstory is characterized by Jeffery and lodgepole pine.

Understory vegetation includes minimal shrub component of greenleaf manzanita (*Arctostaphylos patula*), sage (*Artemisia sp.*), whitethorn (*Ceanothus cordulatus*), and occasional bitterbrush (*Purshia tridentata*), with mass amounts of regenerative growth of lodgepole pine (*Pinus contorta)* and Jeffrey pine (*Pinus jeffreyi*), reaching the stem exclusion phase. Willow (*Salix spp.*) and alder (*Alnus incana*) are apparent in the wetter areas.

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## Project Delineation

Exterior Boundaries: flagged with checkered white and black flagging, digital maps will be provided

Boundary Corners / Bends: Flagged with double checkered white and black flagging

Required Leave Tree: pink "do not cut" flagging

## Treatment Prescriptions

There are three units within the overall project area. Each unit has a separate prescription that is outlined as follows. These units are tailored to vegetation type, site conditions, and management objectives. This approach ensures precise implementation of project objectives, consistency with silvicultural intent, and compliance with applicable regulatory requirements.

## Unit 1. Meadow Edge and Jeffrey Pine Forest (34.3 acres)

**Objectives:**
Limit conifer encroachment into meadow systems to maintain meadow function and reduce ladder fuels and competition to support larger, fire-resistant trees.

**Description**
Remove lodgepole pine and other encroaching conifers within and immediately adjacent to meadow edges where they contribute to fuel continuity or alter meadow function. Conifer seed sources along meadow margins will be reduced to limit future encroachment.

Thin Jeffrey pine-dominated stands from below by removing suppressed and intermediate trees and reducing localized density. Emphasize retention of dominant and co-dominant Jeffrey pine and other well-formed, fire-adapted trees.

Retain select lodgepole pine or white fir where needed to maintain species diversity and habitat value, provided fuel reduction objectives are met.

**Methods**

- Trees designated for removal will be marked with purple paint at breast height and at the stump. Only marked trees will be removed.
- Treatment may occur using hand crews and/or low-ground-pressure mechanized equipment (<10 psi loaded).
- Equipment use near meadow-adjacent or wetter areas will be limited to prevent rutting and soil disturbance.
- All material will be forwarded to designated landing for off-site disposal.
- No broadcast chipping will occur.
- Tree stump height will not exceed six inches (6”).
- Brush stump height will not exceed four inches (4”).

## Unit 2. Lodgepole Pine Thicket Prescription (7.5 acres)

**Objective:**
Reduce competition-related stress, and crown-fire potential within dense lodgepole pine stands while retaining functional wildlife connectivity and visual screening.

**Description**
Dense lodgepole pine stands in stem-exclusion phase will be substantially reduced to improve spacing and reduce crown-fire potential. A continuous retained corridor will be flagged in the field to provide wildlife cover, connectivity, and visual screening.

**Methods**

- Thicket boundary and retained corridor will be flagged with yellow and white striped flagging.
- Final corridor alignment will be confirmed during implementation with the landowner and RPF.
- Remove all lodgepole pine within the designated thicket boundary, except for the retained corridor.
- Treatment may occur using hand crews and/or low-ground-pressure mechanized equipment (<10 psi loaded).
- All material will be forwarded to designated landing for off-site disposal.
- No broadcast chipping will occur.
- Tree stump height will not exceed six inches (6”).
- Brush stump height will not exceed four inches (4”).

## Unit 3. Neighborhood Edge Prescription (8.9 acres)

**Objective:**
Improve wildfire defensibility along community edge while maintaining a park-like appearance, privacy, and overstory canopy.

**Description**
Remove the majority of the poor-formed, unhealthy trees within approximately 150 feet of the property boundary. Healthy overstory trees will be retained.

**Methods**

- Trees designated for removal will be marked with purple paint at breast height and at the stump. Only marked trees will be removed.

- Treatment may occur using hand crews and/or low-ground-pressure mechanized equipment (<10 psi loaded).
- All material will be forwarded to designated landings for off-site disposal
- No broadcast chipping will occur.
- Tree stump height will not exceed six inches (6”).
- Brush stump height will not exceed four inches (4”).

## Best Management Practices (BMPs)

- Operate only when soil moisture conditions will prevent rutting and compaction.
- Retain riparian vegetation (e.g., aspen, alder, willow)
- Preserve the duff layer to the greatest extent practicable
- Scatter slash on disturbed soils to reduce erosion potential

## Wildlife Surveys and Sensitive Species Protection

Pre-treatment wildlife surveys will be conducted as appropriate based on implementation timing, site conditions, and the potential presence of nesting birds or other sensitive wildlife species. Where suitable habitat is present, focused surveys must be completed by a qualified biologist prior to the start of work. If active nests, dens, roosts, or other sensitive wildlife features are identified, species-specific avoidance measures, buffers, and applicable TRPA limited operating periods shall be implemented until a qualified biologist determines that disturbance is no longer likely to occur. Project activities, including tree felling, yarding, and equipment operations, shall be conducted in compliance with the Migratory Bird Treaty Act and other applicable biological resource protection requirements.

## Archaeology

The project area has been previously surveyed for prehistoric and historic cultural resources. Documented sites will be flagged and protected with appropriate buffers prior to treatment. With implementation of avoidance measures and onsite monitoring as needed, project activities are not expected to impact known cultural resources.

INADVERTENT DISCOVERIES

Cultural Resources

Regardless of the findings for the Project, it is possible to inadvertently uncover cultural resources during ground-disturbing Project activities. If cultural resources are inadvertently discovered during Project activities, work should be halted within 30 feet

of the find and a qualified archaeologist (i.e., an archaeologist that meets the qualifications at 36 CFR Part 61) should be retained (see above) to assess its potential significance. Construction activities may continue in other areas but may not resume in the area of the find until the significance of the find is assessed and it is appropriately treated. If the find is not significant no additional cultural resources investigations are necessary and Project work may resume in the area of the find. If the find is determined significant, additional cultural resources investigations, such as data recovery excavation, may be warranted and would be determined in consultation with the California Tahoe Conservancy, affiliated tribal organizations, and any other relevant regulatory agencies or interested parties, as appropriate.

Human Remains

The discovery of human remains is unlikely, but a possibility during Project ground disturbing activities. The State of California Health and Safety Code Section 7050.5 addresses the inadvertent discovery of human remains. This code section states that the County Coroner must be immediately notified of the discovery of any human remains and no further disturbance may occur near the discovery until the County Coroner has made a determination of origin and disposition of the remains pursuant to PRC Section5097.98. If the human remains are determined to be of Native American origin, the coroner will notify the NAHC, which will determine and notify a Most Likely Descendent (MLD). The MLD must complete an inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

## Permitting and Regulatory Compliance

This project is a hazardous fuels reduction and forest health project implemented in coordination with local fire protection agencies under existing interagency agreements. All work shall comply with the following permitting requirements.

CEQA

The project qualifies for a CEQA Class 4 Categorical Exemption (CCR §15304) for minor alterations to land involving fuel management activities conducted to reduce fire hazard and improve forest health.

Tahoe Regional Planning Agency (TRPA)

The project is consistent with TRPA-approved hazardous fuels reduction programs implemented in coordination with local fire protection districts. Forestry activities will be conducted in a manner consistent with TRPA Code requirements, adopted best

management practices, and interagency agreements applicable to hazardous fuels projects.

Cal Fire

The project will be implemented under a Cal Fire Forest Fire Prevention Exemption (14 CCR §1038.3).
The primary purpose of the project is hazardous fuels reduction and forest health improvement. Any removal of merchantable forest products is incidental to these objectives and necessary to achieve treatment goals. The project does not constitute a commercial timber operation.

Water Quality

The project qualifies for coverage under the Lahontan Regional Water Quality Control Board's Waiver of Waste Discharge Requirements for Timber Harvest and Vegetation Management Activities, as applicable. Best management practices will be implemented to protect soil and water resources.

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## Implementation

Scheduling
Work will occur post August 15th, through October 15, 2026 season dependent on weather and soil conditions. After October 15th, operations may continue with approval from appropriate regulatory agencies. A Winter Operations Plan and winter operations BMPs shall be in place.

Oversight and Monitoring
The RPF or designee will periodically monitor implementation to ensure compliance with the prescription, BMPs, and permit requirements. Field adjustments may be made by the RPF as necessary to protect resources and achieve treatment objectives.

Documentation

Contractors, Tahoe RCD, and project proponents will track acres treated and any deviations from the prescription. Any deviations from the prescription must be approved by the RPF. Tahoe RCD will maintain project records and permitting documents and provide documentation as required.

Contingency Planning

Flexible scheduling will be used to accommodate weather and staffing

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## WINTER OPERATIONS

Winter operations shall be limited to periods when snow, frozen ground, and site conditions are adequate to protect soils and prevent erosion, rutting, compaction, and sediment delivery. Over-snow operations may occur only where snow depth is sufficient to prevent disturbance of underlying soils, as confirmed by site-specific observations. Erosion control measures shall be installed on skid trails, equipment routes, and tractor roads prior to forecast storm events and before shutdown periods. No heavy equipment shall operate within Stream Environment Zones (SEZ), or unstable areas except where expressly allowed under applicable requirements and where site conditions will prevent adverse effects to soil, vegetation, or water quality. On high erosion hazard lands, tree removal during winter conditions shall be limited to over-snow operations with no soil disturbance, hand carry, or use of existing roads.

# PROPOSAL

## Cole Property Hazardous Fuels Reduction and Forest Health Project

**RFP # 2026-07-02**

**Submitted to:**

City of South Lake Tahoe

Attn: Jay Manning, Division Chief

Submitted via PlanetBids

**Submitted by:**

Core Tree Care, Inc.

11762 De Palma Rd., Suite 1C, Corona, CA 92883

(951) 471-8333

CSLB #1019983 | LTO-A #A011833 | DIR PWCR #1000056601

July 2, 2026

# A. Cover Letter

July 2, 2026

Jay Manning, Division Chief
South Tahoe Fire and Rescue / City of South Lake Tahoe
1901 Lisa Maloff Way, South Lake Tahoe, CA 96150

**SUBJECT: Proposal Submission for RFP # 2026-07-02 – Cole Property Hazardous Fuels Reduction and Forest Health Project**

Dear Chief Manning and Selection Committee,

Core Tree Care, Inc. is pleased to submit this proposal in response to the City of South Lake Tahoe's Request for Proposals for hazardous fuels reduction services on the Cole Family Property at 3025 Pioneer Trail. We confirm our commitment to safely, compliantly, and cost-effectively complete thin-from-below and cut-to-length treatment across the approximately 50.7 treatable acres in Units 1–3, in full conformance with the Vegetation Management Plan, the CAL FIRE Forest Fire Prevention Exemption (14 CCR §1038.3), and TRPA Agreement #C-057-2026.

Our approach pairs low-ground-pressure tracked equipment operating from portable equipment pads with full utilization of all removed material: merchantable sawlogs will be delivered to the Sierra Pacific Industries sawmill in Lincoln, CA, and all remaining biomass will be processed and delivered to the Rio Bravo Rocklin cogeneration facility, also in Lincoln, CA, allowing highly efficient combined haul logistics. Core Tree Care accepts ownership of harvested and chipped material and will complete the required Timber Tax Harvest Report and Timber Tax Return.

**Firm identification and contact information:**

- Firm: Core Tree Care, Inc., 11762 De Palma Rd., Suite 1C, Corona, CA 92883 | (951) 471-8333
- Contact person during proposal evaluation: Fabian Saucedo, Operations Supervisor, 11762 De Palma Rd., Suite 1C, Corona, CA 92883, direct line (951) 716-1983
- This proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.

We acknowledge the prevailing wage requirements of California Labor Code §§1770–1780, the insurance requirements of the City's standard Professional Services Agreement, and receipt of all RFP attachments and addenda.

Sincerely,

John Hernandez

John Hernandez, Owner/President (authorized to bind the firm)
Core Tree Care, Inc.
Federal Tax ID (EIN): 81-3805726
DIR Registration (PWCR): 1000056601

# B. Technical Approach & Methodology

## B.1 Executive Summary

Core Tree Care, Inc. is a California-based vegetation management company with extensive experience in wildfire fuel reduction, utility corridor maintenance, disaster response, and forestry services throughout California. Founded in 2016, we manage over $110,000,000 in annual utility vegetation management contracts with Pacific Gas & Electric and have successfully completed hazardous fuels reduction, hazard tree, and FEMA-funded disaster recovery projects for utilities, counties, and municipalities across California and the Southeast.

We understand this project requires thin-from-below and cut-to-length (CTL) treatment of approximately 50.7 treatable acres across three prescription units on the Cole Family Property, with all activity governed by the Vegetation Management Plan prepared by David Murray, RPF #3226, the CAL FIRE Forest Fire Prevention Exemption (14 CCR §1038.3), TRPA Code requirements under Agreement #C-057-2026, and the Lahontan Regional Water Quality Control Board timber harvest waiver. We recognize the sensitivity of operating in the Tahoe Basin: work is limited to marked trees only, no broadcast chipping is permitted, all material must be forwarded to designated landings and removed to utilization facilities, and equipment must operate at less than 10 psi loaded ground pressure. Our operational plan below is built around those constraints.

### B.1.1 Company Profile

| Item | Detail |
|---|---|
| **Number of employees / capacity** | 350+ employees statewide, with dedicated Tree Work and Disaster Response divisions; fleet of 800+ vehicles and specialized forestry equipment. Capacity to fully staff this project without impacting other commitments. |
| **Years in business** | 10 years (founded 2016). |
| **Employees dedicated to this project** | 6: one on-site Project Manager, three equipment operators, one Safety Officer, and one spotter/groundperson. Operators are cross-qualified for hand-felling and haul truck operation, and additional crews are available from our 350+ person workforce if acceleration is requested. |
| **Licensed Timber Operator** | LTO Type A, License #A011833, valid 1/1/2025 – 12/31/2026 (renewal will be maintained through project completion in 2028). CSLB #1019983 (B, D49, C49). |
| **Subcontractor** | None for treatment operations. Core Tree Care will self-perform all cutting, processing, hauling, and rehabilitation work with company-owned equipment and employees. A qualified biological consultant will be independently retained and paid by Core Tree Care solely for required nesting-bird and sensitive-species compliance surveys (per Q&A Set 1, Item 1.2). Project oversight and RPF-of-record services are provided by the City and Tahoe RCD (David Murray, RPF #3226) per the Vegetation Management Plan. |

## B.2 Scope of Work

Core Tree Care recognizes this is not a mass clearing project: it is a precision wildland-urban interface forestry operation requiring restraint, strong field oversight, and protection of meadow systems,

riparian vegetation, flagged leave trees, and neighborhood aesthetics. Core Tree Care will self-perform all cutting, processing, forwarding, hauling, and site rehabilitation using company-owned equipment and employees. Our general approach is a mechanized cut-to-length / forwarding system supported by qualified sawyers for sensitive-area hand work, using a 'touch it once' material-flow method: material is cut, gathered, and forwarded in a controlled direction toward designated landings rather than handled repeatedly, reducing redundant equipment movement, limiting soil disturbance, and keeping all processing at landings.

### B.2.1 Prescription Adherence

Treatment will follow each unit prescription exactly as written in the Vegetation Management Plan:

- Unit 1: Meadow Edge and Jeffrey Pine Forest (34.3 ac): Removal of purple-marked lodgepole pine and encroaching conifers at meadow edges and thin-from-below in Jeffrey pine stands, retaining dominant/co-dominant Jeffrey pine and all pink-flagged leave trees. Equipment will be excluded from meadow-adjacent and wet areas; those trees will be hand felled and winched/forwarded from the dry side.
- Unit 2: Lodgepole Pine Thicket (7.5 ac): Removal of all lodgepole pine within the flagged thicket boundary except the retained corridor flagged in yellow/white. Final corridor alignment will be confirmed in the field with the landowner and RPF before cutting begins.
- Unit 3: Neighborhood Edge (8.9 ac): Removal of purple-marked poor-form and unhealthy trees within ~150 feet of the property boundary while protecting the retained overstory and maintaining a park-like appearance. Directional felling away from structures, fences, and property lines.
- Universal standards: only marked trees removed; tree stumps ≤ 6 inches; brush stumps ≤ 4 inches; no broadcast chipping; all material forwarded to designated landings for off-site utilization; boundary and leave-tree flagging preserved and respected.

### B.2.2 Equipment Systems & Ground Protection (Pads)

A central feature of our approach is the use of portable equipment pads (interlocking timber/composite mats) to limit ground disturbance and ensure compliance with the <10 psi loaded ground-pressure specification and TRPA soil protection requirements:

- SENNEBOGEN 718E tracked tree-care handler with interchangeable processing and masticating heads performs felling, processing, and mastication of brush and small stems. The machine is operated as a low-impact handling and forwarding platform, not a high-disturbance clearing machine. The 718E's long-reach boom (up to ~43 ft) allows it to reach into treatment areas while remaining stationed on mats or existing access routes, dramatically reducing the machine footprint and ground disturbance within units.
- Equipment pads will be leapfrogged ahead of the machine along pre-planned forwarding corridors, so tracks bear on mats, not native soil, in sensitive areas, meadow edges, and any location where duff preservation is a concern. Pads will also floor all landings and staging areas.
- Vermeer HG6800TX tracked horizontal grinder (950 hp, whole-tree infeed) stationed on matted landings processes non-merchantable tops, limbs, and small stems directly into walking-floor trailers, consistent with the no-broadcast-chipping requirement, since all processing occurs at landings into containers for off-site delivery. The grinder operates only on matted landings and

existing access routes, never on native soil within treatment units, so the <10 psi in-unit ground pressure specification is unaffected.

- Grapple trucks and walking-floor chip trailers stage on existing roads and matted landings only (Pioneer Trail, Matheson Drive, and approved access points) for removal of logs and chips.
- Slash mats of limbs/tops will supplement pads on forwarding corridors where approved by the RPF, further distributing loads and protecting the duff layer.
- Operations will occur only when soil moisture conditions prevent rutting and compaction, per the VMP BMPs; the on-site supervisor will verify conditions daily with the RPF or designee.

### B.2.3 Sequence, Logistics & Timeline

Work is sequenced to establish landings and haul routes first, then move systematically through the units while weather and soil conditions allow mechanical operation:

| Milestone | Activity | Target Timeframe |
|---|---|---|
| Contract & mobilization | PSA execution, insurance certificates, DIR/eCPR setup, pre-work conference with City, RPF walk-through, delivery agreements confirmed with Tahoe Forest Products and Rio Bravo Rocklin | August 2026 (within 30 days of award) |
| Site preparation | Landing/staging layout with RPF approval, pad placement, signage and traffic control on Pioneer Trail access, wildlife survey confirmation | Mid–late August 2026 (post 8/15) |
| Unit 3 treatment | Neighborhood edge (8.9 ac) completed first for immediate community defensibility benefit; highest-visibility work done early with careful public interface | Sept 2026 |
| Unit 2 treatment | Lodgepole thicket (7.5 ac) removal with corridor retention | Sept–Oct 2026 |
| Unit 1 treatment | Meadow edge & Jeffrey pine thinning (34.3 ac); driest ground worked first, meadow-adjacent areas timed for optimal soil conditions | Oct 2026; carryover to 2027 season (post 8/15/2027) as needed |
| Hauling & utilization | Continuous log and chip removal concurrent with treatment; no long-term decking on site | Throughout operations |
| Rehab & winterization | Landing rehab, slash scattering on disturbed soils, waterbreaks, pad removal, erosion control before Oct 15 shutdown (or approved winter ops) | Oct 15, 2026 / 2027 |
| Final completion | Final RPF/City inspection and acceptance of all 50.7 acres | No later than Fall 2028 |

Daily production is estimated at 1.5–2.5 acres for the mechanized system (prescription-dependent), with hand-felling in sensitive areas performed by the crew's qualified sawyers, supporting completion of Units 2 and 3 and a substantial portion of Unit 1 within the 2026 operating window (August 15 – October 15). Should conditions curtail the 2026 season, the balance will be completed early in the 2027

window, well ahead of the Fall 2028 completion date. If continued operations past October 15 are advantageous, we will submit a Winter Operations Plan with winter BMPs for agency approval as provided in the VMP.

## B.2.4 Material Removal & Utilization Plan

Ownership of harvested and chipped material vests in Core Tree Care, and 100% of removed material will be delivered to utilization facilities; nothing will be burned or left on site:

| Material | Destination Facility | Logistics |
|---|---|---|
| Merchantable sawlogs | Sierra Pacific Industries, Lincoln Sawmill, Lincoln, CA (Hwy 65). Log procurement contact: Dirk, SPI Lincoln procurement forester, (916) 434-2318 | Self-loading grapple/log trucks; ~100-mile haul via US-50/Hwy 65, the same corridor as chip deliveries, enabling combined haul logistics. Contingency: Tahoe Forest Products, Carson City, NV, (775) 710-3636 (~25-mile haul), which is expected to resume log intake in spring 2027; log deliveries will shift there when available to shorten haul cycles |
| Biomass: tops, limbs, brush, non-merchantable stems (chips) | Rio Bravo Rocklin biomass cogeneration facility, 3100 Thunder Valley Ct., Lincoln, CA 95648. Plant contact: Scott, (916) 521-1604 (plant main line: (916) 645-3383) | Vermeer HG6800TX grinds directly into walking-floor trailers at matted landings; ~100-mile haul via US-50/Hwy 65; contingency facility: Loyalton biomass plant (Sierra Valley Enterprises), Loyalton, CA, pending its operating status |

This section constitutes our material disposition and commercial-use disclosure per Q&A 1.13: all treatment-generated material will be commercially utilized, with sawlogs delivered to Sierra Pacific Industries (Lincoln, CA) as sawmill roundwood and all remaining biomass delivered to Rio Bravo Rocklin (Lincoln, CA) as biomass fuel. Any change in material disposition after award will be requested in writing for prior approval by the Lead Agency and RPF. Core Tree Care will complete the Timber Tax Harvest Report and Timber Tax Return (CDTFA) for all harvested timber (Q&A 1.4), maintain load tickets and facility receipts for every delivery, and provide documentation to the City and RPF upon request.

## B.2.5 Environmental & Resource Protection / Rehabilitation Plan

- Soil & erosion: operate only under dry or approved soil-moisture conditions; equipment pads and slash mats on all sensitive ground; preserve duff layer; scatter slash on disturbed soils; install waterbreaks/rolling dips on any disturbed corridors; erosion control installed before forecast storm events and prior to shutdown (per VMP Winter Operations requirements). Site erosion hazard is low–moderate and terrain is generally flat; no steep-slope mechanical operation is anticipated. If any localized steeper ground is encountered, it will be hand treated.
- Stream Environment Zone / Bijou Creek: per Q&A 1.10, equipment operating within flagged SEZ boundaries will be limited to low-ground-pressure equipment under 10 psi fully loaded, supplemented by our equipment pads, and operated to minimize soil disturbance, rutting, compaction, and impacts to hydrologic function. Riparian vegetation (aspen, alder, willow) will be retained per the VMP, and hand felling with winching/forwarding will be used where conditions or

the RPF warrant. SEZ boundaries will be confirmed using the City-provided COLE SEZ map/KMZ and field flagging prior to entry.

- Biological resources: Core Tree Care will retain and pay for a qualified biologist to conduct all required pre-treatment nesting-bird and sensitive-species surveys for any work performed between February 1 and August 31, per RFP Q&A Set 1 (Item 1.2), at no additional cost to the City, with all survey reports forwarded to the RPF and the City-assigned project manager; compliance with the Migratory Bird Treaty Act and TRPA limited operating periods; immediate work stoppage and RPF/biologist notification if active nests, dens, or roosts are found.
- Cultural resources: crews briefed on flagged archaeological site buffers; 30-foot work stoppage and qualified archaeologist assessment for any inadvertent discovery; County Coroner/NAHC protocol followed for any human remains, per the VMP.
- Rehabilitation: at completion of each unit: landing surfaces decompacted and recontoured as directed, deck/landing areas rehabilitated with no more than 3 inches of chip from on-site material (Q&A 1.3), pads removed, the majority of temporary slash mat material recovered and forwarded to landings for processing (Q&A 1.9), slash scattered on disturbed soil, remaining flagging removed at RPF direction, and access points restored. Roads used by project equipment will be swept clean at the end of each workday; dust control uses water and operational measures only, with no chemical dust suppressants (Q&A 1.12).
- Erosion control completion: unless otherwise approved in writing by the RPF, all erosion prevention and control work associated with our operations will be completed within fifteen (15) calendar days following completion of forwarding, hauling, or equipment operations in each affected area (Q&A 1.7).
- Noxious weed prevention: all off-road logging, forestry, and construction equipment will be cleaned and visually inspected before initial entry into the Contract Area and before each subsequent move-in, removing soil, plant parts, seeds, and debris (Q&A 1.8); equipment is available for RPF inspection prior to commencing operations.
- Equipment servicing & spill prevention: servicing, fueling, and maintenance conducted away from SEZs and sensitive resources with oil-absorbing mats/drip pans beneath stationary equipment; any spill immediately contained and cleaned with prompt RPF notification; all contaminated soil, waste oil, filters, and service waste removed and properly disposed (Q&A 1.6).
- Residual tree protection: retention trees will not be cut, pushed over, or used as rub trees; operations will avoid bark damage, broken tops/limbs, root-zone compaction, and mechanical scarring, and any damage to residual trees will be reported to the RPF for corrective-action determination (Q&A 1.5).

## B.2.6 Safety & Compliance (29 CFR 1910.266 OSHA Logging Standard)

- Written safety program compliant with 29 CFR 1910.266 and Cal/OSHA: daily tailboard briefings covering felling plans, two-tree-length separation, escape routes, and communication signals.
- PPE: hard hats, eye/face protection, hearing protection, cut-resistant leg protection for all chainsaw work, high-visibility clothing, and appropriate footwear for all personnel.
- Work areas: controlled access with signage on Pioneer Trail/Matheson Drive interfaces; no personnel within two tree lengths of active felling; designated no-work zones near occupied areas.

- Equipment safety: daily documented inspections; ROPS/FOPS cabs; fire extinguishers and spark arrestors on all machines; fire tools, spill kits, and water tender with 300 feet of hose on site during fire season, with jobsite patrol after operations cease.
- First aid: minimum two first-aid/CPR-certified personnel per crew; trauma kits at each active work area; emergency action plan with GPS rally points, nearest trauma center (Barton Memorial Hospital, ~2 miles), and satellite communication backup.
- Supervision: at least one English-fluent foreman on site during all active operations; crews are bilingual (English/Spanish) for effective communication.
- Daily quality control: the on-site foreman verifies daily that only designated trees are removed, leave trees and retained corridors are protected, stump heights comply, no broadcast chipping occurs, material is forwarded to designated landings, equipment is not causing rutting, fire prevention equipment is staged, and work areas are left clean. Each unit receives an internal compliance review before being presented to the RPF/City for inspection and acceptance.
- Labor compliance: prevailing wages paid per DIR determinations; certified payroll submitted through the DIR eCPR system; DIR registration PWCR 1000056601.

## C. Cost Effectiveness & Project Budget

Core Tree Care proposes the following pricing, itemized per the RFP cost table. The total all-inclusive maximum price contains all direct and indirect costs, including labor at prevailing wage rates, equipment, mobilization, equipment pads, hauling and delivery to utilization facilities, qualified biologist surveys (per Q&A Set 1, Item 1.2), timber tax reporting, erosion control and rehabilitation, and all out-of-pocket expenses. A single uniform rate of $3,800.00 per acre applies to all three units, reflecting offset value of delivered sawlogs and biomass. The resulting not-to-exceed total of $192,660.00 is more than 22% below the Cole Project funding allocation of $248,156.38 identified in Exhibit D of TRPA Agreement #C-057-2026.

| Project Unit | Treatment Type | Quantity | Unit | Price Per Unit | Total Cost ($) |
|---|---|---|---|---|---|
| **Unit 1** | Hand crews and/or low-ground-pressure mechanized equipment (<10 psi loaded); thin-from-below, meadow edge treatment, forwarding and off-site utilization | 34.3 | Acres | **$3,800.00** | **$130,340.00** |
| **Unit 2** | Hand crews and/or low-ground-pressure mechanized equipment (<10 psi loaded); lodgepole thicket removal with retained corridor, forwarding and off-site utilization | 7.5 | Acres | **$3,800.00** | **$28,500.00** |
| **Unit 3** | Hand crews and/or low-ground-pressure mechanized equipment (<10 psi loaded); neighborhood edge treatment, forwarding and off-site utilization | 8.9 | Acres | **$3,800.00** | **$33,820.00** |
| **TOTAL** | **Not-to-Exceed price, all units** | **50.7** | **Acres** | **$3,800.00** | **$192,660.00** |

Payment will be based on achievement of deliverables (acres treated and accepted by the RPF/City), invoiced monthly with supporting documentation including load tickets and certified payroll.

# D. Equipment & Resource Availability

## D.1 Adequacy of Equipment

Core Tree Care owns and operates a fleet of 800+ vehicles and specialized forestry machines, including 4 SENNEBOGEN tree-care handlers, 9 grapple trucks, 8 walking-floor chip trailers, 150+ chippers, and 26 water tenders. The following company-owned equipment is dedicated to this project (photos provided in Attachments):

| Equipment | Unit ID / VIN or SN | Role & Specifications |
|---|---|---|
| SENNEBOGEN 718E tracked tree-care handler (primary) | SEN-1002 / SN 718.0.2250 | Purpose-built tracked tree-care handler with telescoping boom (~43 ft reach) and interchangeable processing/grapple-saw and masticating heads. Operates from equipment pads and existing routes; long reach allows in-unit treatment with minimal machine travel and ground disturbance. Spark arrestor, fire extinguisher, ROPS/FOPS cab. |
| SENNEBOGEN 718E (backup) | SEN-1001 / SN 718.0.2074 (additional units SEN-1003, SEN-1004 available) | Identical backup capacity ensures no schedule loss from mechanical downtime. |
| Vermeer HG6800TX tracked horizontal grinder (primary processor) | HG-1001 / 2025 Vermeer HG6800TX / VIN 1VRK4904AR1001129 | Company-owned 950 hp tracked horizontal grinder with whole-tree infeed, stationed on matted landings and existing access routes only; grinds tops, limbs, and non-merchantable stems directly into walking-floor trailers for biomass delivery. Thrown-object restraint, spark arrestor, and fire suppression equipped. |
| Morbark M15R track chipper (backup processor) | TC-1002 / 2019 Morbark M15R / VIN 4S8SZ1604JW025942 | Company-owned tracked whole-tree chipper providing backup processing capacity at landings; ensures no schedule loss if the primary grinder is down. Additional processing depth available from our Albach Diamant 2000 self-propelled chipper and 149-unit chipper fleet. Spark arrestor and fire extinguisher equipped. |
| Bandit BTC-150 track mulcher/masticator | MLU-1001 / Bandit BTC-150 / SN 525481 | Low-ground-pressure tracked forestry masticator for brush treatment and small-stem mastication at RPF-approved sites only, complementing the SENNEBOGEN masticating head. Suitable for slopes up to 55%; spark arrestor, 10 lb ABC fire extinguisher, and on-board fire suppression system. |
| Grapple trucks (3 dedicated) | G-1029 / 2025 Kenworth T880 / 1NKZLP0X6SJ153725; G-1024 / 2021 Freightliner / 3ALHG3DVXMDMZ6156; G-1025 / 2023 Freightliner / | Kenworth T880 and Freightliner grapple trucks for log forwarding support and removal of material from landings to the sawmill (photo in Appendix A). |

| Equipment | Unit ID / VIN or SN | Role & Specifications |
|---|---|---|
| | 1FVHG3DV7PHUA1109 (6 additional units in fleet) | |
| Walking-floor chip trailers (2) | T-1200 / 1T92S4822RBO72250; T-1204 / IT9254824RB072251 (with HH-series semi tractors) | 2024 TTC 48-ft walking-floor trailers for chip transport to Rio Bravo Rocklin. |
| Equipment pads / ground protection | Company-owned mat inventory | Interlocking timber/composite equipment mats deployed under tracked equipment, on forwarding corridors in sensitive areas, and at all landings to limit ground disturbance and maintain <10 psi effective loaded ground pressure. |
| Water tender | WT-1004 / 2020 Multiquip / VIN 4GNBM1221LB056822 (backup: WT-1005 / VIN 4GNBM1227LB056839) | 500-gallon water trailer with fire pump and 300 feet of 1.5" hose on site during fire season operations, per PRC fire tool requirements. 24 additional water tenders in fleet. |
| Chipper (hand-crew support) | CH-1031 / 1VRY151ZXJ1006846 (Vermeer BC1800XL) | 18" drum chipper supporting hand-felling and cleanup work at landings only (no broadcast chipping). |
| Support trucks (4x4 crew cab, 2 dedicated) | PT-1062 / 2023 Chevrolet Silverado 1500 / VIN 3GCPACED6PG185802; PT-2007 / 2023 Chevrolet Silverado 1500 / VIN 3GCUDAED4PG108327 | Crew transport, fire tools per PRC (shovels, McLeods, Pulaskis, backpack pumps), trauma/first-aid kits, communications. |

## D.2 Staffing Capacity

The proposed single integrated crew (6 personnel: Project Manager, three equipment operators, Safety Officer, and spotter) matches the project's scale and the compressed Tahoe Basin operating windows. Key personnel have decades of combined experience on projects of similar and larger size, scope, and nature:

| Team Member / Role | Project Responsibility | Qualifications & Experience |
|---|---|---|
| John Hernandez, Owner/President | Executive oversight; authorized representative | Founded Core Tree Care in 2016; manages $110M+/yr in PG&E vegetation management; former VP Operations, Tree Elements, Inc. |
| Michael Wasgatt, General Manager | Contract management and client coordination | ISA Certified Arborist, FEMA ICS certified; former COO, Maximus Tree Works; PM for $164M SCE Hazardous |

| Team Member / Role | Project Responsibility | Qualifications & Experience |
|---|---|---|
| | | Tree Program and $17.4M San Diego County Fuels Reduction (Phillips & Jordan). |
| Manoj Prasad, Operations Manager / On-Site Project Manager | Daily on-site supervision, RPF coordination, production and compliance reporting | 18+ years vegetation management; Line Clearance Qualified; ACRT Arborist Program. |
| Jose Ramirez, Safety Manager | 29 CFR 1910.266 program, site safety audits, tailboards | OSHA 30-Hour; TCIA EHAP; Certified Tree Care Safety Professional #3811; ISA Certified Arborist WE-14393A. |
| Christopher Bivins, Lead Foreman / SENNEBOGEN Operator | Daily crew leadership; SENNEBOGEN 718E felling, processing, and forwarding operations | 6,000+ hours operating SENNEBOGEN 718 machines and 6+ years on excavators; Foreman/Operator with Core Tree Care (disaster recovery, 2024 to present) and previously Asplundh Brush Control (2018–2024), operating the 718 with saw-grapple attachment and mulching-head equipment on transmission clearing and land-clearing projects. Resume included in Attachments. |
| Jeff Offutt, Senior Operations Lead / Grinder Operations & Landing Manager | Vermeer HG6800TX operation and oversight, landing organization, load-out and hauling coordination | 20+ years in utility line clearance, heavy tree service, and disaster response; expert operator of horizontal/tub grinders, excavators, loaders, and grapple trucks; led Hurricane Helene recovery operations and ROW clearance on the Carr, Bootleg, and Camp Fires; licensed contractor since 2011; with Core Tree Care since 2018. Resume included in Attachments. |
| Equipment Operator (assigned at mobilization) | Grapple truck operation, forwarding support, haul coordination, and hand-felling in sensitive areas | Assigned from our Special Projects Division; minimum 5 years forestry equipment and Class A driving experience; qualified sawyer. Name and resume submitted to the City for approval prior to mobilization. |
| Safety Officer (assigned at mobilization) | Daily tailboards, 29 CFR 1910.266 compliance, fire watch, first aid response | Assigned from Jose Ramirez's safety department; first-aid/CPR certified; OSHA 10/30 trained. Name and resume submitted to the City for approval prior to mobilization. |
| Spotter / Groundperson (assigned at mobilization) | Equipment spotting, boundary and leave-tree verification, public interface control, landing support | Experienced groundperson; first-aid/CPR certified; bilingual (English/Spanish). Name submitted to the City prior to mobilization. |

Expected daily production: mechanized system 1.5–2.5 acres/day (prescription-dependent); hauling capacity 6–8 log loads and 3–4 chip loads per day as processing dictates. Hand-felling in meadow-adjacent, wet, or otherwise sensitive areas is performed by the crew's qualified sawyers with the spotter

supporting. One crew is proposed; our 350+ person workforce provides deep surge capacity if acceleration is requested.

Contingency plan: every key role has a qualified alternate. If any key personnel become unavailable, replacements of equal or greater qualification will be drawn from our Northern California operations (PG&E North Bay and East Bay divisions) and submitted to the City for approval before assuming duties. Backup SENNEBOGEN units (SEN-1001/1003/1004), 6 additional grapple trucks, and 150+ chippers stand behind the dedicated equipment.

# E. Experience & Past Performance

## E.1 Relevant Project History (past 8 years)

### Project 1: Hurricane Helene Disaster Recovery, FEMA-Funded (with AshBritt, Inc.)

- Vegetation debris removal and grinding across a FEMA-declared disaster area: 1.25 million cubic yards of material removed and 920,000 cubic yards ground, with full FEMA documentation and load-ticket accountability.
- Contract value: $135,000,000 with AshBritt, Inc. | Dates: 2024 to present.
- Demonstrates large-scale grinding, trucking, and material utilization logistics directly comparable to the forwarding, chipping, and off-site delivery requirements of this project.

### Project 2: PG&E Utility Vegetation Management Program (Contractor ID C15602)

- Ongoing utility corridor vegetation management throughout Northern California (North Bay and East Bay Divisions); annual value $110,000,000+ per year; active contractor since 2018 (Contractor ID C15602).
- Continuous large-scale tree removal, chipping, hauling, and biomass utilization under strict environmental, avian, and safety compliance regimes.

### Project 3: County of San Diego Fire Safety and Fuels Reduction Program

- County-wide hazardous fuels reduction and fire safety projects; contract value $17,417,878.59, managed by our General Manager Michael Wasgatt (at Phillips & Jordan).
- Multi-jurisdictional WUI fuels treatment with erosion control, sensitive-species protection, and community interface comparable to the Cole Property neighborhood edge treatment.

## E.2 Client References

| Reference | Contact |
|---|---|
| Hurricane Helene Disaster Recovery, FEMA-Funded ($135M, 2024 to present) | Christine Demidio, AshBritt Inc., (954) 557-6741 |
| PG&E Vegetation Management, North Bay Division ($60M/yr, 2021 to present; Contractor ID C15602) | Tony Walls, PG&E Vegetation Program Manager, (707) 293-8313 |
| PG&E Vegetation Management, East Bay Division ($50M/yr, 2023 to present; Contractor ID C15602) | Brian Biancardi, PG&E, (510) 602-9057 |

## Insurance

Core Tree Care maintains: Commercial General Liability $1,000,000 per occurrence / $2,000,000 aggregate; Workers' Compensation (statutory) with $1,000,000 Employer's Liability; Automobile Liability $1,000,000 combined single limit; and Umbrella/Excess Liability $2,000,000 per occurrence and aggregate. Together these policies provide layered liability protection of up to $3,000,000 per occurrence, exceeding the City's minimum requirements. Additional limits can be procured upon award if desired by the City. Upon award we will provide certificates naming the City of South Lake Tahoe as additional insured, with all endorsements, waivers of subrogation, and Professional Liability and Cyber Liability coverage required by the City's standard Professional Services Agreement, within the required timeframe. Proof of insurance is included in the Attachments.

## Acknowledgments

- Attendance at the mandatory pre-proposal meeting on June 4, 2026 (Matheson Drive Forest Service access gate).
- Receipt and review of the RFP and Attachments 1–4, including the Vegetation Management Plan, Treatment Area Map, TRPA Agreement #C-057-2026, and the City's standard Professional Services Agreement, which we are prepared to execute.
- Receipt and review of Question & Answer Set 1 (15 questions, released June 16, 2026) and all addenda issued through PlanetBids; the requirements stated therein are incorporated into this proposal and its pricing.
- This proposal remains valid for not less than 120 calendar days from the submittal date.
- Core Tree Care will comply with California prevailing wage law and all certified payroll (eCPR) reporting requirements.

## Attachments

- California Contractors State License Board Certificate (#1019983)
- Licensed Timber Operator Certificate (LTO Type A #A011833)
- Certificate of Insurance
- DIR Registration Certificate (PWCR 1000056601, valid through 6/30/2027)
- Management and Key Personnel Resumes (including C. Bivins, Lead Foreman/SENNEBOGEN Operator, and J. Offutt, Senior Operations Lead/Grinder Operations)
- Equipment Photographs (Appendix A, following page)

# Appendix A: Equipment Photographs



*SENNEBOGEN 718E tracked tree-care handler performing selective removal and processing*




*Masticating head attachment for the SENNEBOGEN 718E, enabling reach-in treatment with minimal ground disturbance*



*Kenworth T880 grapple truck (G-1029) for log and material removal*




*Bandit BTC-150 low-ground-pressure tracked masticator (MLU-1001)*




*Bandit BTC-150 mulching head, used for brush and small-stem mastication where directed by the RPF*

STATE OF CALIFORNIA

# CONTRACTORS STATE LICENSE BOARD

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

## CORE TREE CARE INC

## License Number 1019983

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

B - GENERAL BUILDING
D49 - TREE SERVICE
C49 - TREE AND PALM

Witness my hand and seal this day,

July 11, 2025

**Issued October 28, 2016**

Miguel Galarza, Board Chair

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

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 143868

AUDIT NO: 811530

License Number: **A011833**

Date of Issuance: 1/1/2025

License Valid Period: 1/1/2025-12/31/2026

STATE OF CALIFORNIA

THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

# TIMBER OPERATOR LICENSE

CORE TREE CARE INC
11762 DE PALMA ROAD SUITE 1C
CORONA, CA 92883

This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300491

RM-61 (10/98)

(SEE REVERSE SIDE)

**A011833**

License Number: 1/1/2025

Date of Issuance: 1/1/2025-12/31/2026

License Valid Period:

DUPLICATE

CORE TREE CARE INC
11762 DE PALMA ROAD SUITE 1C
CORONA, CA 92883

STATE OF CALIFORNIA

THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE

This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300491

RM-61 (10/98)

(SEE REVERSE SIDE)

This timber operator license, or a copy or it, to engage in timber operations in accordance with law, rules and regulations shall be available for inspection at the site of all active timber oeprations.

This timber operator license is subject to future legislation, is not trnasferable, and is subject to suspension or revocation in compliance with applicable law.

Any change of address must be reported within 15 days to the Director, California Department of Forestry and Fire Protection, Timber Operator Licensing, P.O. Box 944246, Sacramento, CA 94244-2460

All licensees are required to be knowledgeable of, and to comply with the Forest Practice Act, district forest practice rules, related regulations adopted by the Board of Forestry, applicable timber harvesting plan and approved amendments and to comply with other forest and fire laws and regulations to protect the forest lands of California from damage and destruction.

Timber operations shall not be conducted until a written timber harvesting plan prepared by a registered professional forester becomes effective pursuant to Article 7, Chapter 8, Division 4 of the Public Resources Code and Article 4, Title 14, Calif. Adm. Code, unless exempted from said provisions by law or regulations.

This timber operator license, or a copy or it, to engage in timber operations in accordance with law, rules and regulations shall be available for inspection at the site of all active timber oeprations.

This timber operator license is subject to future legislation, is not trnasferable, and is subject to suspension or revocation in compliance with applicable law.

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Timber operations shall not be conducted until a written timber harvesting plan prepared by a registered professional forester becomes effective pursuant to Article 7, Chapter 8, Division 4 of the Public Resources Code and Article 4, Title 14, Calif. Adm. Code, unless exempted from said provisions by law or regulations.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2026

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

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

**PRODUCER**
Marsh & McLennan Agency LLC
Marsh & McLennan Ins. Agency LLC
1 Polaris Way #300
Aliso Viejo CA 92656

License#: 0H18131

**CONTACT NAME:** Shelby Abundez
**PHONE (A/C, No, Ext):** 949-601-1227 **FAX (A/C, No):**
**E-MAIL ADDRESS:** OCCerts@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : ACE American Insurance Company | 22667 |
| INSURER B : Landmark American Insurance Company | 33138 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
CORETREECA
CORE TREE CARE LLC
11762 DE PALMA ROAD, SUITE 1C
Corona CA 92883

**COVERAGES** **CERTIFICATE NUMBER:** 158999645 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | HDOG49374859 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Deductible | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ $0 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | ISAH08890742 | 1/1/2026 | 1/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Deductible | $ 1,000,000<br>$<br>$<br>$<br>$ $0 |
| B | **UMBRELLA LIAB** X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | LHA612481 | 4/24/2026 | 1/1/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WLRC72804260 | 1/1/2026 | 1/1/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**CERTIFICATE HOLDER**

Proof of Insurance

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
Shelby Morales

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1000056601 - CORE TREE CARE, INC,

# Customer Account Lookup

PWCR

1000056601

Contractor Status

DIR Approved

CSLB

1019983

Business Phone

(951) 471-8333

Ext

Registration Start Date

2026-06-30

Legal Entity Name

CORE TREE CARE, INC,

Doing Business As (DBA)

Core Tree Care, LLC

Business Structure

Corporation

President

John Hernandez

Email

dusti@coretreecare.com

Registration End Date

2027-06-30

Crafts

Tree Trimmer (High Voltage Line Clearance) Tree Maintenance (Laborer) Traffic Control/Lane Closure (Laborer)

## Address

Mailing Address

11762 DE PALMA ROAD STE 1C

Mailing Address - City

CORONA

Mailing Address - State

CA

Mailing Address - Zip

92883

Mailing Address - Country

United States of America

Physical Address

11762 DE PALMA ROAD STE 1C

Physical Address - City

CORONA

Physical Address - State

CA

Physical Address - Zip

92883

Physical Address - Country

United States of America

## Related Lists

Registration Dates (2)

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

dir.ca.gov

Copyright 2026 State of California

# John Hernandez

Owner/President

## Work Experience:

2016 – Present – Core Tree Care, Inc

*Owner/President*

Responsible for guiding the strategic direction of the organization in day-to-day operations. Works with all departments and provides strategic information and guidance to assist in developing goals, plans, and procedures. Oversees key business processes, the departmental structure, management practices, communications, and the development and deployment of staff and employees. Works closely with all the other personnel on all organizational marketing and communications initiatives. Responsible for planning and developing short- and long-term strategies which are both strategic and tactical in nature to accomplish organizational goals.

- PG&E – North Bay & East Bay Divisions - $110,000,000+ per year
- APS – Northeast & South Regions and Transmission Work - $5,000,000 per year

2023 – Present – Western Traffic Control

P*resident*

Manages the operations and revenue generation of the company and ensure its continual growth. Responsible for maximizing the company's operating performance and achieving its financial goals. Responsible for business development and customer-facing strategic discussions and new business opportunities that align with the company's strategic plan. Leads and manages employees ensuring ongoing communication, performance management, and ensures development. Monitors business initiatives and pipeline for new business. Maintains awareness of competitors, expansion opportunities, customers, markets, and new industry developments and standards.

- PG&E - $25,000,000 per year

Tree Elements, Inc

*Vice President of Operations*

Responsible for strategic business development, operations management, marketing, and sales. Manage multiple projects simultaneously from execution to completion. Supervised all Sales, Estimating, and Project Management team members to ensure all clients' expectations were met.

- SCE Bark Beetle Project
- San Diego County Hazardous Tree Removal Projects
- San Bernardino County Fuels Reduction and Fire Safety Projects

# Chris Hernandez

Vice President

## Work Experience:

2016 – Present – Core Tree Care, Inc

*Vice President of Operations*

Plans and directs all Division operations, formulating methods to improve efficiency, reduce costs, and informing the public about utility tree trimming. Directs the work, assigns responsibilities, sets general procedures and policies, devises cost control methods, and establishes practices and work standards. Assists management in the implementation of the Core Tree Care safety program. Instructs and confers with subordinates on regulations, methods, procedures, problems, safety, and special projects and conducts site visits to monitor and assess the execution of the CTC Safety Program. Responsible for strict adherence to safety requirements for the protection of the public and employees (e.g.; Crew Safety Sheet, International Society of Arboriculture (ISA), Personal Protective Equipment (PPE) and California Occupational Safety and Health Act [Cal/OSHA]).

- PG&E – North Bay & East Bay Divisions - $110,000,000+ per year
- APS – Northeast & South Regions and Transmission Work - $5,000,000 per year

2023 – Present – Western Traffic Control

*Vice President*

Operates within the overall strategic direction set forth by the company, and provides leadership and direction to guide the financial, operational, and service performance. Identifies ways to increase revenue and decrease costs, analyze financial reports, and prepare operating budgets. Oversees the implementation of quality assurance and quality control processes to enable reliable and safe services, in compliance with local, state, and federal regulations. Actively engages and participates with customers to develop and maintain support for company's goals and objectives. Leads, guides, directs, and evaluates the work of employees and managers.

- PG&E - $25,000,000 per year

Fresno Unified School District

*Grounds Maintenance Worker IV*

Performed skilled heavy tree trimming and/or tree removal; Trimmed, shape and prune a wide variety of trees; climbed trees using hooks, ropes, cables, and aerial lifts.

Great Scott Tree Service

*Working Foreman*

Supervised and performed tree trimming and preservation work throughout Orange, Los Angeles, and Riverside counties. Assured that the maintenance, pruning, trimming, transplanting, and felling of trees were executed properly. Responsible for the efficient performance of assignments requiring knowledge of tree surgery practices and procedures

# Michael Wasgatt

General Manager

## Work Experience:

2024 – Present – Core Tree Care

*General Manager*

Responsible for the Management and Administration of contracts for multiple utility clients. Manages staff and coordinates with contract owners to ensure timely and efficient completion of work. Works with company executives, directors, general foreman, safety and administrative personnel to maintain compliance with project schedules and deliverables, as well as industry and company standards, and manages contract timing, production, invoicing and project closeout.

- PG&E – North Bay & East Bay Divisions - $110,000,000+ per year
- APS – Northeast & South Regions and Transmission Work - $5,000,000 per year

2022 – 2024 – Maximus Tree Works

*Chief Operating Officer/Director of Business Development*

Responsible for Contract Management and Administration of Utility Vegetation Management Projects, including the project administration, progress tracking, resource allocation, billing and invoicing, as well as coordinating with contract owner's representatives and project administrators. Also responsible for proposal development and submittal to various utilities including: PG&E, SCE, APS, FPL, Duke Power and PacifiCorp.

- PG&E North County North Division - $27,000,000 per year
- APS Vegetation Management - $1,200,000 per year

Phillips & Jordan, Inc

Project Manager

Management of vegetation management, hazardous tree removal and civil construction projects from bidding to contract closeout. Tracked daily progress, maintained budget and scheduling and served as a liaison between Superintendents, Foremen, Subcontractors and Project Owners.

- Southern California Edison Hazardous Tree Removal Program: $164,000,000
- County of San Diego Fire Safety and Fuels Reduction Program: $17,417,878.59
- Arizona Public Service Vegetation Management: $8,942,540
- Western Area Power Authority Vegetation Management: $6,000,000
- Tucson Electric Power Vegetation Management: $2,108,321
- San Bernardino County Hazardous Tree Removal Program (24 Projects): $2,415,677
- US Forest Service Southern California Fuel Reduction (7 Task Orders): $1,406,158.75

## Certifications & Training:

- National Institute of Governmental Purchasing-Contract Administration
- Certificate in Project Management- George Washington University/ESI International
- Responsible Managing Employee -California Contractor's License
  - Classifications: A: General Engineering; D-49-Tree Service; HAZ Certification
- Electrical Hazard Awareness Training
- 30-Hour OSHA Hazard Recognition Training for the Construction Industry
- Emergency Management Institute FEMA Incident Command System 100, 200, 700 & 800
- International Society of Arboriculture -Certified Arborist: WE-11580A (Exp)

# Manoj Prasad

Operations Manager

## Work Experience:

2024 – Present – Core Tree Care, Inc

*Operations Manager*

Oversees utility vegetation management and line clearance work in multiple locations, elevations, and terrains while maintaining a productive and safe work environment according to utility, ANSI, OSHA and company rules and regulations. Works closely with client representatives and utility vegetation management inspectors in oversite of crews conducting tree work near electric facilities. Operations include climbing, aerial bucket trucks, cranes, chain saws, pole saws, loaders, chippers, stump grinders, spraying and other equipment and tools. Monitors crews to ensure they are operating safely, following OSHA and ANSI Standards, client policies, Cal-Fire rules and regulations and Core Tree Care Policies.

2017 – 2024 – Mario's Tree Service

*President*

Lead the company operations, strategic planning and client relations. Managed contracts with PG&E, Southern California Edison and Los Angeles Department of Water & Power.

- PG&E – $150,000,000
- SCE – $20,000,000
- LADWP – $10,000,000

2007 – 2017 – Trees, Inc

*Area Superintendent/Manager*

Directed crews to ensure quality, compliance and safety. Ensured customer satisfaction by providing a high level of care and maintenance. Maintained a safe worksite, monitored equipment and performed routine maintenance to prevent malfunctions or damage.

## Certifications & Training:

• Line Clearance Qualified
• ACRT Arborist Program

# Marcos Rodriguez

Operations Manager

## Work Experience:

2022 – Present – Core Tree Care

*Operations Manager*

Managed $100,000,000+ in annual work for PG&E, coordinating more than 200 crews to ensure that all work is completed according to the contact specifications, PG&E and ANSI Standards. Communicates directly with VPMs and SVPMs on daily basis and works with Core Executive, Data Management Specialist, Safety and General Foremen to ensure work is completed correctly and timely. Coordinates crews for optimal and efficient completion of the work and relocates crews/resources as needed. Responsible for hiring and skills assessments.

- PG&E – Managed as many as 500 QLCA

2016 – 2022 – Mowbray's Tree Service

*Regional Manager*

Managed hundreds of line clearance arborists throughout the state of Oregon for PacifiCorp and California for PG&E. Managed communications between the utility, management and crews. Organized work crews and scheduling to adhere to the contract need and completion timelines. Handled strategic planning, creating and executing daily work plans. Tracked work and set production goals. Ensured that work was completed according to ANSI pruning standards

- PG&E – Managed over 1,000 QLCA
- PacifiCorp – Managed over 100 QLCA

2007 – 2016 – Mario's Tree Service

*General Foreman*

Managed a team of 14 line clearance arborists including supervision and training. Responsible for safety meetings, strategic planning, creating and executing work plans daily. Communicated with customers to resolve issues and upholding ANSI pruning standards. Responsible for safety and quality control audits.

## Certifications

- Certified Arborist
- Certified Tree Worker Evaluator

# Jose Ramirez

Safety Manager

## Work Experience:

2023 – Present – Core Tree Care, Inc
Safety Manager
Oversees and manages Core Tree Care's safety department and field safety performance for utility line clearance projects. Facilitates and coordinates training, field observations, and safety documentation of field personnel in accordance with Core Tree Care's Health and Safety Program, Cal OSHA Title 8 regulations, ANSI Z133 Standards, and utility policies and procedures. Coordinates onboarding and training for new hires. Reviews auditing and trending information to prepare and coordinate safety training and field safety observation efforts. Coordinates and conducts bi-weekly safety meetings with internal and subcontractor safety trainers and safety monitors. Conducts jobsite visits to ensure compliance with the Core Tree Care Health and Safety Program. Develops policies and training to meet compliance with company, OSHA, ANSI, and utility standards and regulations. Creates and coordinates bilingual safety tailboards and training related to incidents, near misses, good catches, and deficiencies in safe work practices. Provides resources for technical assistance and advice to field personnel as needed. Leads investigations related to incidents, conducts root cause analysis, implements corrective actions, and presents data to internal, utility, and OSHA leadership and safety teams.

2018—2024 – Mowbray's Tree Service
Regional Safety Manager
Oversaw 15-350 employees and participated in line clearance projects with several different utilities including Pacific Gas & Electric (PG&E), Bear Valley (BVS), Sacramento Municipal Utilities District (SMUD), Southern California Edison (SCE), and Liberty Utilities. Implemented and organized quality control methods for our field operations that ensure accountability across our field employees' scope of work and safety practices. Instilled, encouraged, and reinforced safety culture through training and educational empowerment. Coordinated and conducted training for compliance, safety deficiencies, and knowledge/skill growth to improve the overall safety and well-being of the organization.

## Certifications & Training:

- OSHA 30-Hour
- TCIA EHAP and Crew Leader
- Certified Tree Care Safety Professional: #3811
- OSHA 30 General Industry Certification Card# 20-900520518
- First Aid, CPR, AED Instructor ID# 3556704
- ISA Certified Arborist: WE-14393A
- Contractor's License RME C-31

# Raymundo Reyes

Quality Control Manager

## Work Experience:

2022 – Present – Core Tree Care

*Quality Control Manager*

Manages audits for the company crews and subcontractor's in the East Bay, Napa, and Marin regions. Supervises multiple auditors, to ensure that audit results comply with quality standards. Spearheaded the implementation of Audit Software, streamlining audit processes. Handles damage claims, checkouts, and ensures corrections for failed audits are remedied within a five-day window. Leads daily briefings with auditors to identify trends and ensure compliance with ANSI specifications. Manages Samsara GPS tools for tracking and reporting.

2022 – *Vegetation Management Inspector*

Collected and input data on various species for seasonal and yearly trims/removals. Managed inspections for ANSI specifications and safety compliance. Efficiently used OneVM PG&E software and Field Maps to ensure accurate vegetation data documentation.

– *Tree Crew Groundsman*

Operated bucket trucks, chainsaws, and wood chippers for tree removal and trimming. Set up safe work zones, cones, and collected brush after work completion. Used the Collector App to locate tree work and document project completion.

## Certifications

- EPA Certification
- Bilingual

# Christopher Bivins

Heavy Equipment Operator | Foreman

Ironwoodtree.co@yahoo.com | 48260 Menter Dr | Chesterfield, MI 48047 | 941-580-0453

## Professional Summary

Dedicated Heavy Equipment Operator with strong teamwork and communication skills, experienced in storm disaster cleanup, land clearing, and construction projects. Skilled in operating a wide range of machinery with a strong commitment to safety, efficiency, and meeting project deadlines. Willing to take on new challenges, adapt quickly, and continuously improve technical expertise.

## Core Skills

- Excavation & Earthmoving
- Heavy Equipment Operation (Dozers, Excavators, Bulldozers, Sennebogen, etc.)
- Maintenance & Safety Protocols
- Inspections & Loading
- Tree & Brush Removal
- Problem-Solving & Communication

## Professional Experience

### Heavy Equipment Operator / Foreman

Core Tree Care | Traveling (NC, TX) Dec 2024 – Present

- Performed storm disaster cleanup across multiple states, operating a wide range of heavy equipment.
- Experienced with Sennebogen, bulldozers, and excavators, primarily operating a 718 Sennebogen and 336 Excavators.
- Cleared waterways, loaded material into highway/off-road trucks, and performed land grading.
- Accumulated 6,000+ hours of experience in Sennebogen operations and 6+ years with excavators.

### Heavy Equipment Operator / Foreman

Asplundh Brush Control | Traveling (US) May 2018 – Dec 2024

- Performed large-scale tree removal and new construction support for power transmission/distribution projects.

- Operated 718 Sennebogen with saw grapple attachment, excavators with tree shear, and Barko equipment with mulching head.
- Supported crews with safe and efficient loading, land clearing, and grading operations.

• Led and managed my own crew on projects, coordinating work, maintaining safety standards, and ensuring jobs were completed efficiently.

## Education

Mio AuSable Schools | Mio, Michigan

# Jeff Offutt

**Senior Operations & Project Manager | Licensed Contractor | Heavy Equipment Specialist**

Bullhead City, AZ | c/o Core Tree Care, Inc., (951) 471-8333

## Professional Summary

Highly accomplished Senior Operations & Project Manager and Licensed Contractor with over 20 years of dedicated experience in utility line clearance, heavy tree service, and disaster response. Exceptional dual-threat capability combining high-level project logistics with extensive, hands-on mastery of heavy specialized machinery. Proven track record directing multi-million dollar emergency storm recovery, wildfire mitigation, and civil infrastructure projects across the United States while maintaining an uncompromised safety culture.

## Core Competencies

- Heavy Equipment Operation: expert operation and field oversight of horizontal/tub grinders, excavators, wheel loaders, grapple trucks, and cranes.
- Emergency & Disaster Response: wildfire mitigation, hurricane recovery, and rapid-mobilization storm clearance.
- Project & Operations Management: national logistics, crew dispatch, budget oversight, and contract compliance.
- Utility Line Clearance: right-of-way execution and high-hazard tree removal near high-voltage distribution lines.
- Regulatory Compliance: strict adherence to DOT, OSHA, and specialized utility safety standards.

## Professional Experience

**Senior Project Manager, Emergency Storm & Disaster Response** | Core Tree Care | National Travel | 2024 – Present

- Directs nationwide emergency operations and rapid mobilization for catastrophic weather events, including large-scale Hurricane Helene recovery efforts.
- Utilizes deep machinery background to optimize fleet deployment, ensure correct equipment matching for hazardous terrain, and enforce stringent equipment safety protocols.
- Serves as primary point of contact for Department of Transportation representatives and major utility entities, ensuring seamless field execution and regulatory compliance.

**Subcontractor / Operations Lead** | Core Tree Care | National Travel | 2018 – 2024

- Personally operated and managed crews utilizing heavy specialized equipment, including tub grinders, horizontal grinders, excavators, wheel loaders, cranes, and grapple trucks, to accelerate high-volume debris clearing.
- Spearheaded critical right-of-way clearance and emergency tree removal during historic incidents, including the Carr Fire (Northern California), Bootleg Fire, and the Camp Fire (Paradise, CA).
- Managed extensive bark beetle mitigation and grid reliability initiatives directly supporting Southern California Edison and Pacific Gas & Electric.

**Owner / Licensed Contractor** | WC Tree Service Inc. | Bullhead City, AZ | 2011 – Present

- Founded, built, and operated a successful commercial tree service enterprise, maintaining active contractor licensing.
- Procured, maintained, and operated a comprehensive fleet of heavy equipment, including high-capacity grinders, loaders, and specialized utility support vehicles.
- Managed end-to-end business operations, safety program implementation, and competitive contract bidding.

## Licenses & Industry Timeline

- Licensed Contractor (issued 2011).
- Active in tree care and utility line clearance industry since 2005.

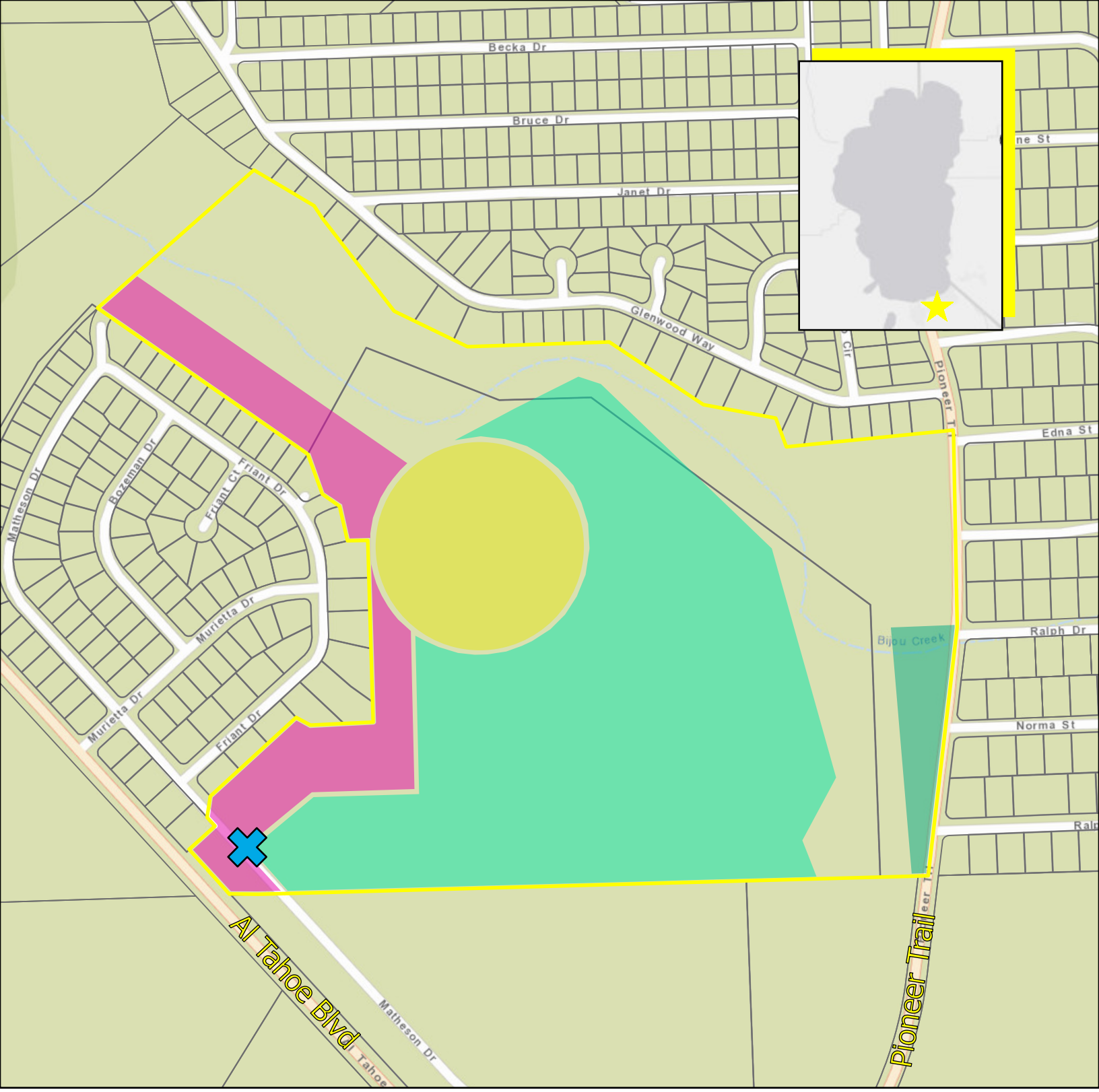
| Vendor/Proposer | Evaluator #1 | Evaluator #2 | Evaluator #3 | Evaluator #4 | Evaluator #5 | TOTAL | RANKING |
|---|---|---|---|---|---|---|---|
| Arbor Pros | 83 | 65 | 64 | 70 | 62 | 344 | 4 |
| Armstrong Tree Service | 76 | 51 | 53 | 64 | 54 | 298 | 6 |
| Burnbot | 84 | 71 | 76 | 78 | 90 | 399 | 2 |
| Core Tree Care | 88 | 86 | 95 | 98 | 100 | 467 | 1 |
| Mountain Enterprises | 81 | 65 | 81 | 87 | 72 | 386 | 3 |
| Tier One Terrain | 85 | 57 | 67 | 70 | 58 | 337 | 5 |
| | | | | | | | |
| | LM | DM | MO | JM | MG | | |

**INSTRUCTIONS:**

1. Vendor/Proposer Name: Fill in company name from each RFP/BID received
2. Evaluator #1: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
3. Evaluator #2: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
4. Evaluator #3: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
5. Evaluator #4 (if necessary): insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
6. Total Score: This is the total combined score from all evaluators for each Vendor/Proposer
7. Ranking: Rank each Vendor/Proposer based on total number of points, highest to lowest. Rank numerically, 1 as the highest
8. Comments: note any comments relevant to the scores, or comments the DH should consider for final determination
9. #1 Ranking typically is the Highest number of points and would be the recommended vendor to the Department Head
10. Department Head makes the recommenation for Award based on ranking, comments, and recommedation

| COMMENTS |
| --- |
| Decriptive, Professional, Parts do not align with the prescription and the environmental considerations are minimal/nonspecific, but they want to forward material out which is ideal. Missing referenced Appendix. Primarily utility experience and no Tahoe experience. Exceeds overall budget. Red Paint? |
| Unconvincing of project workload, has B Lic, Missing a lot of specific information and very little environmental or safety considerations included. They want to skid material which is not preferred given landowner. Small crew and no CTL equipment. Is the only local vendor. Small-scale experience but Tahoe familiarity Unsure if they can handle amount of material. no timeline. Local but not equiped to complete task based on SOW. |
| Clear on Description, Piling is not included in the original plan but their rationale for proposing it makes sense. Good detail but want to skid material which is not preffered given landowner. Adequate crew but no CTL equipment. Good related experience and familiar with Tahoe |
| Detailed, Thorough and detailed approach and they want to forward the material which is ideal. All parts addressed. Lots of proper equipment and more than enough personel. No Tahoe experience. Lowest bid for project. |
| Detailed, Vague but overall addresses the plan. They want to forward material which is ideal. Lots of proper equipment and more than enough personel. Some Tahoe experience |
| Detailed, Nonspecific and includes skidding which is not preferred given landowner. No CTL equipment. Some Tahoe familiarity and good related experience |
| |
| |






# Cole Property Hazardous Fuels Project

- unit 1, meadow edge & Jeffrey pine forest 34.3 ac.
- unit 2, lodgepole thicket 7.5 ac.
- unit 3, neighborhood edge 8.9 ac.
- ownership boundary 74.9 ac.
- No Treatment 24 ac.
- project landing

prepared by D. Murray, RPF #3226
Tahoe RCD 2/25/2026

N

0 0.13 0.25 0.5 Miles

265

**RIGHT OF ENTRY AGREEMENT**

This Right of Entry Agreement ("RIGHT OF ENTRY") is entered into this 12th day of February, 2026 by and between the City of South Lake Tahoe (CITY) and Frances Cole (OWNER).

RECITALS

A. WHEREAS, OWNER's property is located at 3025 PIONEER TRL, APN 025051022 and 1501 AL TAHOE BLVD, APN 025051028 (the "PROPERTY").

B. WHEREAS, CITY and OWNER desire for CITY to provide OWNER support to assist OWNER in reducing the community fire hazard and creating defensible space on OWNER's PROPERTY.

C. WHEREAS, CITY desires to obtain OWNER's permission to enter onto the PROPERTY, on a temporary basis, for purposes of reducing the community fire hazard and creating defensible space.

D. WHEREAS, the Parties wish to enter into this RIGHT OF ENTRY Agreement whereby OWNER will allow CITY to enter the Property, on a temporary basis, for the purposes of reducing the community fire hazard and creating defensible space, through the activities more particularly described below (the "PROJECT").

NOW, THEREFORE, the CITY and OWNER do hereby agree as follows:

AGREEMENT

1. Right of Entry. The OWNER hereby grants to CITY and its agents and employees, the temporary right to enter onto the PROPERTY for the purpose of reducing the community fire hazard and creating defensible space. At all times during completion of the PROJECT, the CITY will be able to access the PROPERTY, unless otherwise specified in writing by OWNER. The OWNER certifies that they are the PROPERTY OWNER or authorized agent of the PROPERTY OWNER and the OWNER has the authority to execute this RIGHT OF ENTRY.

2. Project. The PROJECT for which the RIGHT OF ENTRY is granted includes defensible space inspections and vegetation management activities on OWNER's PROPERTY.

3. Payment. In consideration for granting this RIGHT OF ENTRY, the CITY will conduct defensible space inspections and vegetation management activities on OWNER's PROPERTY at no cost to OWNER.

4. Term. The term of this RIGHT OF ENTRY shall automatically terminate on May 1 2030 or upon earlier completion of the PROJECT. The term may be extended by

written notice to CITY. This RIGHT OF ENTRY is subordinate to all prior or future rights and obligations of the OWNER in the PROPERTY, except that the OWNER shall grant no rights inconsistent with the reasonable exercise by CITY of its rights under this RIGHT OF ENTRY.

5. Liens. CITY shall not permit to be placed against the PROPERTY, or any part thereof, any design professionals', mechanics', materialmen's contractors' or subcontractors' liens with regard to CITY's actions upon the PROPERTY.

6. Indemnification and Release. OWNER hereby agrees to indemnify, defend, assume all liability for, release and hold harmless the CITY, its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, in relation to the PROJECT work authorized by this RIGHT OF ENTRY. This paragraph shall not extend to any willful misconduct of the CITY.

7. Compliance with Laws/Permits. CITY shall, in all activities undertaken pursuant to this RIGHT OF ENTRY, comply and cause its agents and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, CITY, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities CITY desires to conduct or has conducted pursuant to this RIGHT OF ENTRY.

8. Restoration of the Property. Upon the termination of this RIGHT OF ENTRY, CITY shall, at its own cost and expense, restore the PROPERTY to the reasonable satisfaction of OWNER.

9. Counterparts. This RIGHT OF ENTRY may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. Notices. Any notices required to be given shall be in writing and shall be deemed given: (a) on the date of delivery when personally delivered, or delivered by overnight courier; or (b) three (3) days after deposit when sent certified mail return receipt requested, postage or courier charges prepaid, and addressed to the party for whom intended at such party's address herein specified, or as otherwise hereafter specified by either party:

*If to City:*
City of South Lake Tahoe
South Lake Tahoe Fire Rescue
2101 Lake Tahoe Blvd
South Lake Tahoe, CA 96150
Attn.: Jay Manning, Division Chief

*If to Owner:*

Frances Cole
3025 Pioneer Trail
South Lake Tahoe, CA 96150

11. This RIGHT OF ENTRY constitutes the entire agreement between the parties. It may not be modified or amended except in a writing signed by both parties. The rights and obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

12. This RIGHT OF ENTRY shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

13. This RIGHT OF ENTRY and all issues arising hereunder shall be governed by and construed in accordance with the laws of the State of California and any action brought relating to this RIGHT OF ENTRY shall be held exclusively in the Superior Court in the County of El Dorado, South Lake Tahoe Division.

14. The undersigned represent that they are duly authorized to legally bind their respective Parties to the terms of this RIGHT OF ENTRY.

**IN WITNESS WHEREOF,** the Parties hereto have executed this RIGHT OF ENTRY on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: _____
~~Joe Irwin~~, ~~Interim~~ City Manager
~~Joe Irwin~~
Hilary Roverud

OWNER

By: _____

Print: Frances Cole

APPROVED AS TO FORM

By: _____
Heather Stroud, City Attorney

Attest:
Susan Blankenship, City Clerk
City of South Lake Tahoe

# CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

**STAFF CONTACT INFORMATION**

- NAME: JAY MANNING
- DEPARTMENT: FIRE
- PHONE: 530 307-3953
- DATE OF SUBMITTAL: 2/12/2026

**CONTRACT/ AGREEMENT INFO.**

- NAME: ROE COLE PROPERTY
- CONTRACTOR/CONSULTANT:
- START: 2/12/26 END: 5/1/2030 OPTION TO RENEW: ☐
- AMOUNT OF CONTRACT: $ 0

**BUDGET INFORMATION**

ACCOUNT NO.:
BUDGET AVAILABLE:
FUNDING VERIFIED:
GRANT FUNDING? Source_____ Federal? Yes ☐ No ☐

**Type of Contract**

Professional Services Agreement ☐ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐

Brief Description: RIGHT OF ENTRY AGREEMENT FOR COLE PROPERTY HAZARDOUS FUELS REDUCTION PROJECT

**Does this contract involve the following:** construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility?
Yes ☐ No ☒ If **yes**, forward to Public Works for review
***(Public Works Director authorization required)***

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☒ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

| Reviewing Authority | Signature | Date Signed |
|---|---|---|
| Department Head | [signature] | 2/12/26 |
| Public Works Director *(where applicable)* | | |
| Dev. Services Director *(where applicable)* | | |
| Finance Director | [signature] | 2/24/26 |
| City Attorney | [signature] | 2/25/26 |
| City Manager | [signature] | 2/25/26 |
| City Clerk | [signature] | 2/24/2024 |

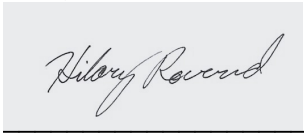
**City Council Meeting Date** ***(over $60K or where applicable)***: _____

Rev . 08 2024

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**5

**Agenda Item:** Professional Services Agreement with Core Tree Care, Inc. for the Cole Property Hazardous Fuels Reduction and Forest Health Project

**Executive Summary:** The City of South Lake Tahoe is committed to protecting life, property, and the environment from the effects of a catastrophic wildfire. The Cityâ€™s objective is to work closely with experts in resource management to plan, implement, and support fuel reduction and forest restoration projects. By preparing for the threat of a catastrophic wildfire, the city looks to create a Fire Adapted Community (FAC) as described in the Lake Tahoe Community Wildfire Protection Plan (CWPP). In support of this objective, the city pursued and received funding through the Tahoe Regional Planning Agency (TRPA) with funding from the United States Forest Service (USFS) to support fuel reduction efforts within the city of South Lake Tahoe to conduct Hazardous Fuels Reduction work on 50.7 treatable acres.

**Requested Action / Suggested Motions:** Pass a Motion approving a Professional Services Agreement with Core Tree Care, Inc. in the amount of $192,660.00 for the “City of South Lake Tahoe Cole Property Hazardous Fuels Reduction and Forest Health” Project.

**Responsible Staff Member:** Jay Manning, Division Chief

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Atttorney

**Attachments:**

01-Staff Report-Fuels Reduction
02-Core Tree Care Agreement
03-Exhibit D to Agreement Grant Agreement with TRPA
04-Exhibit E to Agreement Vegetation Management Plan
05_Core Tree Care Cole Proposal.pdf
06_Valuation_Scoresheet_TRPA-USFS_Cole_Property_Fuels_Reduction_Project.xlsx
07_ColeWorkUnits Map.pdf
08_C-051-2026 Frances Cole Right of Entry Agreement.pdf

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**6

**Agenda Item:** Implementation Funding and Approval of an Agreement with California Tahoe Conservancy (CTC) in the amount of $2,200,007.50 for South Tahoe Fuel Hazard Reduction.

**Executive Summary:** The California Tahoe Conservancy has awarded the City of South Lake Tahoe a $2,200,007.50 contract to facilitate hazardous fuels reduction services on City, County and school district owned properties within the south shore. These projects are located within the south shore directly helping to reduce fuels and planning future fuels reduction projects. As a recipient, the City Fire Department will provide fuels reduction services with the Fire Departmentâ€™s South Shore Fuels Crews to include tree removal, brush removal, chipping, mastication, burn pile construction and pile burning. The CTC agreement details the departmentâ€™s deliverables to assist. The current agreement will provide a funding source to bill back staff and equipment time for project implementation. Project funding will be available thru December 31, 2028 to complete the 213.3 acres.

**Requested Action / Suggested Motions:** Pass a Resolution accepting Implementation Funding and authorizing the Mayor to execute an Agreement with California Tahoe Conservancy (CTC) in the amount of $2,200,007.50 for South Tahoe Fuel Hazard Reduction to treat 213.3 acres of City, County and School District owned land further helping to protect our community and infrastructure.

**Responsible Staff Member:** Jay Manning, Division Chief

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff_Report_CTC_Agreement_South_Tahoe_Fuel_Hazard_Reduction.docx
02-Resolution_CTC_Funding_South_Tahoe_Fuel_Hazard_Reduction.docx
03-Agreement with California Tahoe Conservancy for Fuel Reduction
04-C-008-2026 EDC and Lake Valley Fire Right of Entry Agreement.pdf
05-191-2024 LVFPD CSLT LTUSD MOU.pdf

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

## Meeting Date: August 11, 2026

**Title:** Acceptance of Implementation Funding and Approval of an Agreement with California Tahoe Conservancy (CTC) in the amount of $2,200,007.50 for South Tahoe Fuel Hazard Reduction.

**Location:** County Owned vacant lots and Government Plaza, Lake Tahoe Unified School District properties, and city owned properties at Government Plaza and Bijou Park.

**Responsible Staff Members:** Jay Manning, Division Chief

**Background:** South Shore agencies have been working closely together for the past couple of years to build capacity for fuels reduction projects within the south shore division of the TFFT within the Tahoe Basin. The California Tahoe Conservancy and Lake Valley Fire Protection District entered into an agreement to provide capacity planning for fuels reduction work on the south shore as part of the Tahoe Fire and Fuels Team South Shore Division. The South Lake Tahoe Fire Department as a partner was selected as a sub recipient to assist with implementing projects and furthering capacity of fuels reductions projects within the south shore. Adding Implementation Funding will increase the South Shore Fuels program capacity to service 213.3 acres of City, County and School District owned land further helping to protect our community and infrastructure.

**Issue and Discussion:** The California Tahoe Conservancy has awarded the City of South Lake Tahoe a $2,200,007.50 contract to facilitate hazardous fuels reduction services on City, County and school district owned properties within the south shore. These projects are located within the south shore directly helping to reduce fuels and planning future fuels reduction projects. As a recipient, the City Fire Department will provide fuels reduction services with the Fire Department's South Shore Fuels Crews to include tree removal, brush removal, chipping, mastication, burn pile construction and pile burning. The CTC agreement details the department's deliverables to assist. The current agreement will provide a funding source to bill back staff and equipment time for project implementation. Project funding will be available thru December 31, 2028 to complete the 213.3 acres.

**Financial Implications:** The contract awarded will be in the amount of $2,200,007.50 to facilitate hazardous fuels reduction services on City, County and school district owned properties within the south shore, performed by the City Fire Department Fuels program staff and equipment.

Upon approval, funds should be appropriated into the Fiscal Year 2025-2026 budget as follows:

Revenue: 215-02230-33212 CTC - General Forestry Services agreement $2,200,007.50

Expense: 215-02230-41020 Temp Employees $1,007,000.50

215-02230-42025 Contract Services $65,000
215-02230-50001 Transfer out (for indirect costs and equipment charges) $1,043,007
215-02230-50025 Transfer out to Disaster Preparedness/Fuels Reduction (South Lake Tahoe Management Services) $85,000

The Funding/Reimbursement Agreement with the CTC requires certain compliance with applicable law and funding requirements.

**Environmental Considerations:** The California Environmental Quality Act (CEQA), the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, and rules and regulations of the Lahontan Regional Water Quality Control Board (LRWQCB) will regulate all timber, brush, and slash treatments of this scope of work and are hereby made a part of the terms in the same manner as if said rules, ordinances, and regulations were set forth at length in this scope of work. The Contractor shall adhere to all rules, ordinances, or regulations, which are in effect during the term of this agreement, and any amendments, to the extent required by law.

**Policy Implications:** Adhere to the FINANCIAL MANAGEMENT GRANT FUNDING AND COMPLIANCE POLICY

3.1 APPROVAL PROCESS
Upon Grant approval the Department will receive a grant award letter from the funding agency detailing the measures necessary to accept the award. The city should also receive a finalized grant award contract which will become a binding agreement. The grant contract and **all compliance measures** should be reviewed by the Grants Manager, Project Manager, and the Department Director. Grant Manager reviews the grant contract to ensure ability to maintain compliance, and the Director will ensure the department's capability to comply with the contract and will make the appropriate recommendation to City Manager and City Council.

# Resolution 2026-XXX

**Adopted by the City of South Lake Tahoe**
**City Council**
**August 11, 2026**

## Authorizing Implementation Funding and Approval of an Agreement with California Tahoe Conservancy (CTC) in the amount of $2,200,007.50 for South Tahoe Fuel Hazard Reduction.

**BACKGROUND**

A. The City of South Lake Tahoe and the California Tahoe Conservancy (CTC) are members of the South Shore Division of the Tahoe Fire and Fuels Team (TFFT).

B. South shore agencies have been working closely together for the past couple of years to build capacity for fuels reduction projects within the south shore division of the TFFT within the Tahoe Basin.

C. The South Lake Tahoe Fire Department and the California Tahoe Conservancy have an interest in furthering fuels reduction project capacity within south shore of Lake Tahoe.

D. The City of South Lake Tahoe and the California Tahoe Conservancy desire to cooperate in the implementation of Hazardous Fuels Services for fuels reduction projects that have been identified and planned as part of the 2025 Community Wildfire Protection Plan.

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

1. Authorizes the Mayor to sign the agreement with the California Tahoe Conservancy in the amount up to $2,200,007.50 valid through March 1, 2029.
2. Certifies that the City of South Lake Tahoe has or will have sufficient funds to operate and maintain the project.
3. Certifies that if approved, funds under the jurisdiction of The City of South Lake Tahoe are available to begin the project.
4. Certifies that said applicant will expend funds in accordance with the Agreement between the California Tahoe Conservancy and the City of South Lake Tahoe for Hazardous Fuels Reduction Services.
5. Appoints City Manager or a designee to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.
6. Authorize the Finance Director to appropriate the funds into the Fiscal Year 2025-2026 Budget and authorize the subsequent roll-forward of any remaining funds into the Fiscal Year 2026-2027, 2027-2028 and 2028--2029 budgets, as follows:

Revenue:
215-02230-33212 CTC - General Forestry Services agreement $2,200,007.50
Expense:

| | |
|---|---|
| 215-02230-41020 Temp Employees | $1,007,000.50 |
| 215-02230-42025 Contract Services | $65,000 |
| 215-02230-50001 Transfer out (for indirect cost and equipment charges) | $1,043,007 |
| 215-02230-50025 Transfer out (for CSLT Management Services) | $85,000 |

Adopted by the City of South Lake Tahoe City Council on August 11, 2026 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

STATE OF CALIFORNIA
# AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| CTA25008L | |

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

| 1. CONTRACTOR'S NAME | | 2. FEDERAL I.D. NUMBER |
|---|---|---|
| City of South Lake Tahoe | | 94-1610868 |
| 3. AGENCY TRANSMITTING AGREEMENT | 4. DIVISION, BUREAU, OR OTHER UNIT | 5. AGENCY BILLING CODE |
| California Tahoe Conservancy | | 010320 |
| 6a. CONTRACT ANALYST NAME | 6b. EMAIL | 6c. PHONE NUMBER |
| Aga Kuligowski | procurement@tahoe.ca.gov | (530) 318-6229 |

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☑ No ☐ Yes *(If Yes, enter prior Contractor Name and Agreement Number)*
PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES
City of South Lake Tahoe (CSLT) will facilitate fuel hazard reduction treatments and wildfire prevention on local government property in South Lake Tahoe. CSLT will implement these high priority project treatments on 213.3 acres in the wildland urban interface of the Tahoe Basin.

9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*
Fuel hazard reduction activities will reduce the quantity and continuity of fuels, vertically and horizontally, to meet or complement defensible space standards required by developed parcels. Specific CSLT vegetation management objectives for the Tahoe Fire and Fuels Team (TFFT) South Shore Fuels Division include; Lake Tahoe Unified School District (LTUSD), El Dorado County (EDC) and City of South Lake Tahoe owned parcels.

10. PAYMENT TERMS *(More than one may apply)*
☐ Monthly Flat Rate ☑ Quarterly ☐ One-Time Payment ☐ Progress Payment
☑ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed
☐ Reimbursement / Revenue _____ or _____ %
☐ Other *(Explain)*

11. PROJECTED EXPENDITURES

| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|---|---|---|---|---|---|
| Prop 4 | *3125-101-6093-2024-5324200-2340* | 2025 | 4 | 2024 | $2,200,007.50 |
| | | | | | |
| | | | | | |
| | | | | | |

OBJECT CODE
3125-101-6093-2024-5324200-2340-3125-32500CTA25008L-1-31253025-EIP

**AGREEMENT TOTAL** **$2,200,007.50**

*OPTIONAL USE*

AMOUNT ENCUMBERED BY THIS DOCUMENT
$2,200,007.50

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$0.00

*I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.*

TOTAL AMOUNT ENCUMBERED TO DATE
$2,200,007.50

| ACCOUNTING OFFICER'S SIGNATURE | ACCOUNTING OFFICER'S NAME *(Print or Type)* | DATE SIGNED |
|---|---|---|
| | Matt Whalen, Budget Officer | |

STATE OF CALIFORNIA
# AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| CTA25008L | |

12. AGREEMENT

| AGREEMENT | TERM FROM | TERM THROUGH | TOTAL COST OF THIS TRANSACTION | BID, SOLE SOURCE, EXEMPT |
|---|---|---|---|---|
| Original | 08/01/2026 | 12/31/2028 | $2,200,007.50 | EXEMPT |
| Amendment 1 | | | | |
| Amendment 2 | | | | |
| Amendment 3 | | | | |
| | | **TOTAL** | $2,200,007.50 | |

13. BIDDING METHOD USED
- ☐ Request for Proposal (RFP) *(Attach justification if secondary method is used)*
- ☐ Use of Master Service Agreement
- ☐ Invitation for Bid (IFB)
- ☑ Exempt from Bidding *(Give authority for exempt status)*
- ☐ Sole Source Contract *(Attach STD. 821)*
- ☐ Other *(Explain)* Proposition 4

*Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
Based on application received and current market rates for such services, we determined that the price is fair and reasonable

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*
- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
- ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
- ☑ Not Applicable (Interagency / Public Works / Other LA Grant )

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION
- ☐ *By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

| AUTHORIZED SIGNATURE | SIGNER'S NAME *(Print or Type)* | DATE SIGNED |
|---|---|---|
| | Aga Kuligowski, Procurement Analyst | |

18. FOR AGREEMENTS IN EXCESS OF $5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☑ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☐ Yes ☑ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☐ None on file ☐ No ☐ Yes ☑ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
- A. Contractor Certification Clauses: ☐ No ☐ Yes ☑ N/A
- B. STD 204 Vendor Data Record: ☐ No ☑ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED ☐ No ☐ Yes ☑ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
☑ No ☐ Yes
SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) ☑ No *(Explain below)* ☐ Yes _____ % of Agreement
Local Assistance Grant

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? ☑ No ☐ Yes *(If Yes, provide justification below)*

STATE OF CALIFORNIA
**AGREEMENT SUMMARY**
STD 215 (Rev. 04/2020)

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| **CTA25008L** | |

*I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.*

| SIGNATURE | NAME/TITLE *(Print or Type)* | DATE SIGNED |
|---|---|---|
| | Jane Freeman, Deputy Director | |

STATE OF CALIFORNIA
**AGREEMENT SUMMARY**
STD 215 (Rev. 04/2020)

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| CTA25008L | |

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A Local Assistance Grant

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

| SIGNATURE | NAME/TITLE*(Print or Type)* | DATE SIGNED |
|---|---|---|
| | Aga Kuligowski, Procurement Analyst | |

| PHONE NUMBER | STREET ADDRESS | | |
|---|---|---|---|
| (530) 318-6229 | 1061 Third Street | | |
| EMAIL | CITY | STATE | ZIP |
| procurement@tahoe.ca.gov | South Lake Tahoe | CA | 96150 |

**SCO ID:** 3125-CTA25008L

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|---|---|
| CTA25008L | TAH-3125 |

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Tahoe Conservancy

CONTRACTOR NAME
City of South Lake Tahoe

2. The term of this Agreement is:

START DATE
August 1, 2026

THROUGH END DATE
December 31, 2028

3. The maximum amount of this Agreement is:
$ 2,200,007.50 Two Million Two Hundred Thousand Seven Dollars and Fifty Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| | Exhibits | Title | Pages |
|---|---|---|---|
| | | Grant Agreement | 19 |
| | Exhibit A | Scope of Work, Budget and Schedule | 6 |
| | Exhibit B | Request for Disbursement Template | 2 |
| + - | Exhibit C | Reporting and Data Requirements | 2 |

*Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*
*These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources*

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.*

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of South Lake Tahoe

| CONTRACTOR BUSINESS ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 1901 Lisa Maloff Way | South Lake Tahoe | CA | 96150 |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| Cody Bass | Mayor |

| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
|---|---|
| | |

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME
California Tahoe Conservancy

| CONTRACTING AGENCY ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 1061 Third Street | South Lake Tahoe | CA | 96150 |

| PRINTED NAME OF PERSON SIGNING | TITLE |
|---|---|
| Jane Freeman | Deputy Director |

| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED |
|---|---|
| | |

| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) |
|---|---|
| | Local Assistance Grant |

**CALIFORNIA TAHOE CONSERVANCY**

**GRANT AGREEMENT**

**GRANTEE**:

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

## 1. Purpose

The purpose of this grant is to fund the South Tahoe Division Fuel Hazard Reduction Implementation (Project). The City of South Lake Tahoe (Grantee) hereby accepts this grant from the California Tahoe Conservancy (Conservancy) pursuant to the terms and conditions of this Grant Agreement (Agreement). Accordingly, Grantee and the Conservancy (the parties) agree as follows:

## 2. Legal Basis of Grant Award

Pursuant to board resolution 24-04-07 and Government Code sections 66907.10, 66907.9, 66907.7, and 66906.8, the Conservancy is authorized to enter into this Agreement and to make the award in the amount set forth below to Grantee, for the purposes set forth herein.

## 3. Grant Award

A. Grant. In accordance with the terms and conditions of this Agreement, the Conservancy shall provide Grantee with a maximum of two million two hundred thousand seven dollars and fifty cents ($2,200,007.50) for the purposes of carrying out the tasks described in the Scope of Work and pursuant to the Budget and Schedule, as are set forth with **Exhibit A**.

B. Key Deadlines.
   i. The term of this Agreement (Term) shall begin on **August 01, 2026 (Effective Date)**, or upon the date fully executed by both parties, whichever is later.
   ii. The Grantee shall complete the Project as described in **Exhibit A** by **December 31, 2028 (Project End Date)**. The Project End Date is the last date on which Grantee can claim a request for disbursement for the Project, other than a request for disbursement for the preparation of the final report by the date listed below.
   iii. The Grantee shall submit the final report and final request for disbursement on or before **March 01, 2029**.
   iv. Unless otherwise specified in this Agreement, the Term of this Agreement shall end upon the Conservancy's issuance of a close-out letter of acceptance (Letter of Acceptance) of the Project**.**

## 4. Exhibits

The following exhibits are attached to this Agreement: Scope of Work, Budget and Schedule (**Exhibit A**); Request for Disbursement Form (**Exhibit B**); and Reporting and Data Requirements (**Exhibit C**). In the event of any inconsistency between or among the main body of this Agreement and the Exhibits mentioned herein, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the body of this Agreement; (2) Exhibit A; (3) Exhibit B, and (4) Exhibit C.

**5. Scope of Work and Schedule**

A. The Scope of Work contained in **Exhibit A** describes the tasks and deliverables funded by this Agreement. The Scope of Work may be modified upon Grantee's submission of a modified Scope of Work and the Conservancy's written approval. The Grantee shall at all times exercise responsibility over the Project.

B. Grantee shall complete all tasks and submit all deliverables in accordance with the deadlines set forth in the grant schedule in **Exhibit A**.
If the Grantee is not able to meet the grant schedule described in **Exhibit A** and requires additional time, a written request must be submitted to the Grant Coordinator no less than ninety (90) days prior to the Project End Date. Approval of a time extension is at the discretion of the Conservancy and may require approval by additional State agencies and/or the State Legislature.

**6. Grant Coordinator(s)**

Jason Pollard, (or such other person(s) as the Executive Director may designate), is designated the Conservancy's Grant Coordinator for this grant. The Grantee's officer with responsibility for administering this Agreement is Jay Manning, Grantee's Project Lead, or their designee. Contact information for the Project Lead or designee is listed below:

| Name of Project Lead | Affiliation & Title | Contact Information |
|---|---|---|
| Jason Pollard | Conservancy, Forest Management Coordinator | (530) 307-9845 |
| Jay Manning | City of South Lake Tahoe, SLTFR Division Chief | (530) 307-3953 |

**7. Payment Process and Required Documentation**

A. Reallocation of Funds Among Budget Tasks
   i. Budget changes that modify the dollar amount allocated to a task or line item in the original Budget by reallocating funds from another task(s), and that do not alter the Scope of Work, are generally permitted.
      a) If the cumulative change (increase or decrease) is less than ten percent (10%), the Grantee must provide written notice of the change

prior to submitting the applicable request for disbursement, identifying both the task(s) being increased and those being decreased. The Grantee should also document the change in the applicable progress report.

b) For any cumulative change (increase or decrease) of ten percent (10%) or more to a task or line item from the original Budget, the Grantee must submit a written request to the Grant Coordinator that includes a reasonable justification for the reallocation of funds. The Grantee shall not proceed without written approval of the change by the Conservancy. Any such request for reallocation must be submitted no later than thirty (30) days prior to the submission of a request for disbursement that would require such reallocation.

ii. Any change to the Budget not meeting the above conditions, including the addition of new line items, shall require an amendment to this Agreement.

B. Requests for Disbursement and Payment.

i. The Conservancy agrees to disburse funds to Grantee for eligible costs incurred on a reimbursement basis, upon Grantee's submission of Requests for Disbursement.

ii. Grantee shall submit requests for disbursement using the form contained in **Exhibit B**. The Conservancy may modify the Request for Disbursement Form by providing written notice to the Grantee.

iii. Requests for disbursement shall be submitted not more frequently than monthly, but not less than semi-annually, in arrears to: accounts.payable@tahoe.ca.gov.

iv. Each request for disbursement **must** include: (a) an itemized list of all expenditures according to the Budget categories within the time period covered by the request for disbursement; (b) supporting documentation that clearly identifies the expenditures in relation to the Budget categories (i.e., receipts, time sheets, copies of checks, invoices); (c) any other source documents from contractors hired to complete any portion of the Scope of Work; (d) a written description demonstrating completion of the portion of the Scope of Work for which funds are requested; and (e) if applicable, the match amount for the current request for disbursement period only.

v. Any request for disbursement that is submitted without the required itemization and documentation will not be authorized for payment. If a request for disbursement is incomplete, inadequate, or inaccurate, the Conservancy will dispute the request and hold all or a portion of the payment until all required information is received or corrected. Any penalties imposed on Grantee by a contractor, or any other consequence because of delays in payment or other breach of an agreement between Grantee and any third party, are Grantee's responsibility and are not reimbursable under this Agreement.

vi. Disbursements of grant funds shall be made incrementally as satisfactory progress is made on separate components of the Scope of Work, as determined by the Conservancy.

C. Budget Contingency Clause. If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Conservancy shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Conservancy shall have the option to either cancel this Agreement with no liability occurring to the Conservancy, or offer an agreement amendment to Grantee to reflect the reduced amount.

D. Prompt Payment Clause. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**8. Progress Reports and Final Report**

A. The Grantee shall submit progress reports and a final report consistent with the Scope of Work contained in **Exhibit A** and the Reporting and Data Requirements in **Exhibit C**. Progress reports and the final report help to ensure that the Agreement requirements are met. Reporting is required even if no grant-related activities occurred during the reporting period.

B. The final report shall be submitted in conjunction with the final request for disbursement, on or before the deadline stated in **Section 3.B.**

**9. Project Completion and Final Payment**

A. Grantee shall submit all of the following by the deadline for submission of the final report and final request for disbursement, as stated in **Section 3.B**.:
   i. The final report and any remaining deliverables, as specified in **Exhibit A**;
   ii. A final request for disbursement with the form clearly marked as "Final," with all required supporting documentation;
   iii. A final equipement inventory, if applicable;
   iv. Any other documentation or submittals required by **Exhibit A**, in the format requested by the Conservancy, including all electronic data collected and created under this Agreement.

B. Following the receipt of above, Conservancy staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.

C. Upon determination by the Conservancy that Grantee has satisfactorily completed the Scope of Work, and upon receipt and approval of the items listed in subsection A above, the Conservancy shall disburse to the Grantee the remaining unpaid amount of the grant. The Conservancy reserves the right to conduct technical review of interim or final grant deliverables prior to making any disbursement or final payment.

D. Following the Conservancy's approval of the Project, the Conservancy will issue a close-out Letter of Acceptance of the Project. The Project shall be deemed fiscally complete as of the date of that letter.

**10. Eligible and Ineligible Costs**

A. The Grantee's use of the Grant funds is limited to those expenditures that are necessary to implement the Scope of Work and that are in accordance with the Budget and Schedule (**Exhibit A**). All costs must be consistent with the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.

B. The following costs are **ineligible** for use of grant funds under this Agreement:
   i. All costs incurred before the Effective Date or after the Project End Date (other than the Final report)
   ii. Food or beverages for meetings, workshops, or trainings (does not include eligible per diem meals)
   iii. Publicity and marketing expenses not necessary to implement the Scope of Work, such as promotional items (e.g., key chains, tote bags, or other items known colloquially as "S.W.A.G.") or advertising designed solely to promote the Grantee
   iv. Lobbying or fundraising
   v. Travel not expressly identified in the Budget
   vi. Equipment purchases that are not identified in the Budget or approved by the Grant Coordinator prior to purchase
   vii. Ongoing project site operations and maintenance
   viii. Eminent domain actions
   ix. Property acquisition costs in excess of fair market value

C. If Grantee seeks to recover indirect costs, those costs must be included as a line item in the Budget. Indirect costs are the non-Project specific costs of doing business (for example, rent, computers, telephones, office supplies, internet access, copy machines, electricity). Any cost that is billed as a direct cost may not be included in indirect cost rates. Grantee is accepting the de minimis indirect cost rate specified in Part 200 of Title 2 of the Code of Federal Regulations as provided by Public Resources Code 90133 (b).

**11. Travel Reimbursement**

Travel-related expenses may not exceed the State travel reimbursement rates in effect during the term of this Agreement (see the Department of Human Resources (CalHR) Travel Reimbursements website at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx). The Conservancy will only reimburse Grantee for actual expenses incurred that are directly related to the performance of this Agreement. No travel outside the State of California shall be reimbursed unless approved in writing in advance by the

Conservancy. Grantee shall ensure that travel costs are identified in the Budget and are tied to tasks and deliverables in the Scope of Work.

**12. Equipment Purchases and Disposition**

A. Equipment purchases must be identified in the Budget or approved in advance by the Grant Coordinator to be eligible for reimbursement. Unless otherwise approved by the Conservancy, equipment purchased or built with Agreement funds shall only be used for work performed under this Agreement.

B. Grantee shall maintain an itemized inventory of non-expendable equipment purchased or built with Agreement funds. The inventory shall include all items with a normal life expectancy of one year or more and a current estimated fair market value of $5,000.00 or more per item, as well as sensitive items costing less than $5,000 that are prone to theft or misuse. For each item Grantee shall specify: the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify the equipment. The inventory shall be submitted to the Conservancy upon request.

C. A final inventory shall be submitted to the Conservancy with the final request for disbursement. Within 60 calendar days of receipt, the Conservancy shall provide Grantee with a list of the items on the inventory that the Conservancy will take title to. The Conservancy shall bear the cost of delivery from Grantee of such items. The disposition of all other items shall be as approved by the Conservancy. The Conservancy may, at its discretion, authorize Grantee's continued use of items for work to be performed under a different agreement.

**13. Contractors and Third Parties**

Grantee agrees to use licensed professionals qualified and licensed in the State of California, to perform services under this Agreement where such services are called for, including legal, engineering, architectural and environmental sciences services.

**14. Acknowledgment and Signage**

Grantee agrees that it will acknowledge the Conservancy's support whenever work funded in whole or in part by this Agreement is publicized in any news media, brochures, articles, seminars, reports, or other type of promotional material. In addition, Grantee will include on any such materials an acknowledgment substantially as follows: "The work upon which this publication is based was funded in whole or in part through the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 a grant awarded by the California Tahoe Conservancy."

Grantee shall to the extent practicable include signage informing the public that the project received funding from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.

Reasonable costs associated with creation and installation of the sign and communications about the Project are eligible expenses and should be included in the Project budget.

**15. California Conservation Corps**

Grantee agrees to utilize California Conservation Corps (CCC) crews where feasible, consistent with the approved Final Plans. If Grantee determines that CCC services can be used in the implementation of this Agreement, Grantee shall work with the CCC to develop a scope of work and shall provide the Conservancy a copy of any executed agreement.

**16. Project Plans and Specifications**

Grantee will conduct operations consistent with the Vegetation Management Plans as submitted in the grant proposal by Lake Valley Fire Protection District. The county owned unimproved parcels will be treated in accordance with "County of El Dorado Agreement for Services #8356, Vegetation Management Plan for County-Owned Unimproved Parcels and the Hazardous Vegetation Reduction Project in South Lake Tahoe, California" dated October 9, 2024. The Lake Tahoe Unified School District, Government Plaza and Bijou Community Park parcels will be treated in accordance with the "South Shore Division Vegetation Management Plan" dated June 9, 2026.

Grantee will notify the Grant Coordinator prior to authorization of any change to the approved plans and specifications. Grantee must obtain written approval from the Conservancy's Executive Director if the change would alter the original function or intent of the approved plans and specifications.

**17. Rights to Material, Information, and Data Created Under the Grant**

A. Grantee shall provide the Conservancy with copies of all data, plans, meeting notes, GIS layers, modeling, specifications, photographs, audio and video productions, films, recordings, reports, findings, and recommendations prepared under this Agreement and all reports developed in accordance with the Reporting and Data Requirements (**Exhibit C**).
B. All material, data, information, and written, graphic, or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this Agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, for or on behalf of the State or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark, or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive, and irrevocable license to use, reproduce, and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party,

through the Conservancy, to use, reproduce, publish, create derivative works, display, or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

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

**18. Accessibility**

Documents prepared for publication on California State agency websites must comply with Level AA success criteria found in Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium (Gov. Code, §§ 11546.7., 7405 and 11135). Visit the California Department of Rehabilitation website for more details: https://www.dor.ca.gov/Home/AB434.

All deliverable documents must be submitted in Adobe PDF format, with a copy of a successful accessibility check report from Adobe Acrobat Pro CC. In addition, all original source documents (MS Office, Adobe Creative Cloud, etc.) must be delivered. For documents originating in Word, the original MS Word document in DOCX format must be provided, using the most recent version of MS Word, with a copy of a successful accessibility check report from Microsoft Word.

**19. Termination/Failure to Perform**

A. Prior to the Project End Date, either party may terminate or suspend this Agreement for any reason by providing the other party with sixty (60) days' written notice. Following notice of termination by either party, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Scope of Work, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party. Grantee agrees to immediately stop all work and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancellable obligations incurred by Grantee in the performance of this Agreement until the date of the notice of termination, not to exceed the undisbursed balance of funding authorized in this Agreement.

B. If Grantee fails to complete the Scope of Work or fails to fulfill another material term or obligation of this Agreement, Grantee shall be liable for immediate repayment all amounts disbursed by the Conservancy hereunder. The Conservancy may, in its sole discretion, consider extenuating circumstances and waive such repayment, in whole or in part. If the Executive Director does not approve such waiver, if appropriate, the matter may be referred to the Conservancy's governing board for its decision.

C. This section shall not limit any legal or equitable remedies which either party may

have for breach of this Agreement.

**20. Indemnification**

A. General. The Grantee shall indemnify, defend, and hold harmless the Conservancy, and its officers, employees, and agents ("Conservancy Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising out of the Grantee's performance of its obligations under this agreement or out of the operations conducted by Grantee, including the Conservancy's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the Conservancy.

B. Duty To Defend. If the Conservancy is named a party in any judicial, administrative, or other proceeding arising out of or in connection a matter for which the Grantee is obligated to indemnify the Conservancy under this Provision of this Agreement, then the Conservancy will have the option at any time to either (a) tender its defense to Grantee, in which case the Grantee will provide qualified attorneys, consultants, and other appropriate professionals to represent the Conservancy's interests at Grantee's expense, or (b) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Grantee will be responsible for and shall pay reasonable fees and expenses of such attorneys, consultants, and appropriate professionals. If the Conservancy elects option (b) above, the Grantee shall be afforded a reasonable opportunity to participate in the defense and attend the legal proceedings at its own expense. However the Conservancy shall have sole control of the defense. In the event of a dispute regarding Grantee's obligation under this provision, Grantee shall pay all costs and expenses that may be incurred by the Conservancy (including, without limitation attorneys' fees) unless the Conservancy has been found to have engage in sole negligence or willful misconduct by a court of competent jurisdiction.

**21. Insurance**

A. Types and Amounts of Coverage. If Grantee is a governmental agency, it may provide evidence of self-insurance to satisfy the requirements of this section. If Grantee is not a governmental agency or is ubable to provide evidence of self-insurance, then it shall maintain insurance, as applicable, in the following amounts and coverages (with a current AM Best's Rating of no less than A:VII for Professional Liability Insurance and A:V for all other types of insurance):
   i. General Liability Insurance in an amount of not less than $2,000,000 per occurance for bodily injury, personal injury, and property damage. If Comercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the acitivites under this Agreement, or the general aggregate limit shall be twice the required occurrence limit.
   ii. Automobile Liability Insurance in an amount of $1,000,000 per acident for

bodily injury and property damage.

iii. Workers Compensation Insurance in an amount of not less than $1,000,000 in accordance with the statutory requirements of the State of California (California Labor Code section 3700 et seq.).

B. Endorsements. Grantee (and any contractors hired to perform work under this Agreement) shall include the Conservancy and the State of California, its officers, agents, and employees as additional named insured in all insurance policies, but only with respect to work performed under this Agreement. Each Comprehensive or Commercial General Liability shall be endorsed with the following specific language:

> "The City of South Lake Tahoe and the State of California, the California Tahoe Conservancy, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
>
> The insurance provided by the City of South Lake Tahoe, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by the City of South Lake Tahoe and no insurance held or owned by the California Tahoe Conservancy shall be called upon to contribute to a loss by Grantee. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the California Tahoe Conservancy."

C. Evidence of Insurance. Grantee shall submit proof of insurance referencing this Agreement number to the Conservancy electronically within thirty (30) days of signing this Agreement. Grantee shall notify the Conservancy in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance or to maintain the insurance required by this section shall constitute a material breach and may result in termination of this Agreement.

D. Insurance for Contractors. If Grantee will use a contractor or consultant to complete any portion of this Agreement, Grantee shall include all such contractors or consultants as insureds under its policies or shall require each contractor or consultant to provide and maintain coverage consistent with the requirements of this section. In the event the contractor or consultant is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project or a portion thereof absent such provision in the insurance.

E. Grantee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**22. Records Retention**

A. The Grantee shall keep separate and complete financial records relating to this Agreement, including evidence sufficient to reflect the receipt, deposit, and disbursement of all funds related to the Project. All supporting documentation shall be maintained in such detail so as to provide an audit trail, if necessary, to permit tracing all transactions to accounting records and financial reports/ billings.

B. All Grantee records relevant to the Project must be preserved a minimum of three (3) years after the final payment of the Agreement or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the State of California.

C. Grantee shall ensure the following supporting documentation is separated and maintained:
   - All accounting records of receipt, deposit, and disbursement, all canceled checks, and related documents and records.
   - All books, records, documents, contracts, and other evidence sufficient to accurately reflect the amount, receipt, and disposition of all grant funds.
   - All source documents supporting accounting transactions, including the general ledger and subsidiary ledgers.
   - Copies of all awards, applications, and required financial narrative reports.
   - All personnel and payroll records, including the time and attendance reports for all individuals, whether employed on a full-time or part-time basis.
   - All time reports for consultants and contractors.
   - All records and receipts for all grant-reimbursed costs, including any indirect cost's cost allocation plan and the indirect costs supporting records and receipts.

**23. Audit Requirements**

A. The Conservancy may review, obtain, and copy all records required to be obtained by this Agreement and all other records relating to Grantee's performance under this Agreement. Grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the Grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation, for the purpose of determining compliance with this Agreement and any applicable laws and regulations.

B. At any time, the Conservancy may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

C. This Agreement, the project, and records required to be maintained by this Agreement are subject to examination and audit by the State of California, including but not limited to the Secretary of the California Natural Resources Agency, the Department of Finance, and the State Auditor during the records retention period specified above.

**24. Approvals**

All actions and approvals required to be taken by the Conservancy under this Agreement may be taken by the Executive Director or a designee.

All actions and approvals required to be taken by the Grantee under this Agreement may be taken by the Grantee's Project Lead as named above or their designee.

**25. Grantee's Authority**

Grantee represents and warrants that it possesses the legal authority to apply for and receive the grant funds, and that where appropriate, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body.

**26. Compliance with Applicable Laws**

Grantee certifies that it will comply with all applicable federal, state, and local laws, ordinances, regulations, and permits, and shall secure and maintain any permits required by authorities having jurisdiction over the Project. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Agreement.

**27. Independent Status of Grantee and Conservancy**

The Grantee, its agent(s) and employee(s), and the Conservancy, its agent(s) and employee(s), in the performance of this Agreement, shall each act in an independent capacity and not as directors or employees or agents of the respective parties.

**28. Nondiscrimination**

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov.

Code §12990 *et seq.*) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall also include this nondiscrimination provision in all subcontracts to perform work under this Agreement.

**29. Conflicts of Interest**

Grantee represents and warrants that it is familiar with state and federal conflict of interest laws, including but not limited to Government Code Sections 1090 and 81700 et seq., and Public Contract Code Sections 10365.5, 10410, and 10411. Grantee certifies that does not know of any facts which would constitute a violation of said laws. Grantee further certifies that its officers and employees shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Grantee shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Failure to comply with conflict of interest laws, including business and financial disclosure requirements, may result in the Agreement being declared void or other legal action.

**30. Drug-Free Workplace**

Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code section 8350 *et seq.*) and provides a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying the actions that will be taken against employees for violations;

B. Establishing a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations;

C. Submitting to the Conservancy a drug-free workplace certification California State Form STD-21 (available at: https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf); and

D. Requiring that each employee engaged in the performance of the Agreement to comply with the certification.

**31. Time of the Essence**

Time is of the essence as to the date upon which Grantee has agreed to complete the Scope of Work. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified date.

**32. Entire Agreement and Amendments**

This Agreement, including the attached exhibits, constitutes the entire Agreement between the parties relating to the Scope of Work. Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Conservancy and Grantee.

Should an amendment become necessary, a written request must be submitted to the Conservancy's Grant Coordinator no later than ninety (90) days prior to the Project End Date of this Agreement. The approval of an amendment is at the sole discretion of the Conservancy and may require additional authorization from the Conservancy's governing board.

**33. Assignability**

This Agreement is not assignable by Grantee, either in whole or in part, without written approval from the Conservancy.

**34. Severability**

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other shall be thereby affected or impaired.

**35. Survival of Terms**

The following provisions survive the expiration, termination or cancellation of this Agreement: Acknowledgement and Signage; Rights to Material, Information and Data Created Under the Grant; Liability; Records Retention; and Audit Requirements.

**36. Waiver**

None of the provisions of this Agreement will be considered waived by the Conservancy, and no breach is excused or consented to by the Conservancy, unless such waiver or consent is in

writing. Any waiver by either party of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**37. Russian Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

**EXHIBIT A**

**Scope of Work, Budget and Schedule**

**Grantee:** City of South Lake Tahoe

**Project Title:** South Tahoe Division Fuel Hazard Reduction Implementation

**Timeframe:** August 1, 2026- December 31, 2028

## PROJECT SCOPE / DESCRIPTION

City of South Lake Tahoe (CSLT) will facilitate fuel hazard reduction treatments and wildfire prevention on local government property in South Lake Tahoe. CSLT will implement these high priority project treatments on 213.3 acres in the wildland urban interface of the Tahoe Basin, applicable Asessor Parcel Number (APN) list (Attachment 1) and map (Attachment 2) attached.

Fuel hazard reduction activities will reduce the quantity and continuity of fuels, vertically and horizontally, to complement defensible space standards for developed parcels. Specific CSLT vegetation management objectives for the Tahoe Fire and Fuels Team (TFFT) South Shore Fuels Division include; Lake Tahoe Unified School District (LTUSD), El Dorado County (EDC) and City of South Lake Tahoe owned parcels.

All the properties considered for fuel hazard reduction treatments under this grant are high priority for forest health and fuels reduction treatment (Tier 1, Tier 2 or along evacuation routes), as identified in the Lake Tahoe Basin Community Wildfire Protection Plan (CWPP). LTUSD properties are also identified as temporary refuge areas (TRAs) and considered high priority. These treatments will improve forest health and reduce the threat of catastrophic wildfire, protecting life and property of the residents and visitors to South Lake Tahoe.

CSLT ensured all permitting and environmental compliance, including California Environmental Quality Act (CEQA), were completed during the planning phase. CEQA Notices of Exemption (NOE) have been completed and filed with the CA State Clearinghouse, under State Clearinghouse # 2024100920 and 2025080295. All fuel reduction activities will comply with strict environmental protections including Tahoe Regional Planning Agency (TRPA) Code of Ordinances, Lahontan Regional Water Quality Control Board Timber Waiver, and seasonal restrictions that safeguard water quality and wildlife habitat.

**PROJECT TASKS AND SCHEDULE**

| Detailed Project Tasks | Approximate Schedule |
|---|---|
| **Task 1 – Project Management**<br><br>1. Work Plan Development:<br>a. Prepare a detailed implementation schedule and treatment plans in collaboration with project partners.<br>2. Partner Coordination:<br>a. Facilitate regular communication with partners and stakeholders to ensure alignment and timely execution.<br>3. Contract Administration:<br>a. Manage procurement processes, review contractor qualifications, and monitor performance.<br>b. Maintain per acre cost estimates of $8,500/acre or less and ensure budget adherence across all subcontracted work.<br>4. Reporting & Documentation:<br>a. Submit semi-annual progress reports, maintain a record of activities, and prepare a "final" progress report.<br>5. Compliance Assurance:<br>a. Ensure adherence to CEQA requirements, Conservancy grant conditions, and all applicable local, state and federal regulations. | August 2026-December 2028 |
| **Task 2 – Fuels Reduction Implementation**<br><br>CSLT will execute fuels reduction treatments across 213.3 acres of priority parcels. Activities include:<br><br>1. Pre-Treatment Biological Surveys:<br>a. Pre-implementation nesting bird surveys during nesting season (May 1-August 15)<br>2. Contracted Treatments:<br>a. Implement hand thinning, chipping, and pile burning as appropriate, following the approved Vegetation Management Plans across the following sites:<br>i. LTUSD Sites: 40.5 acres across five school properties<br>ii. EDC Sites: 35.3 acres including unimproved lots and government center<br>iii. CSLT Sites: 137.5 acres including Bijou Park and ball fields | August 2026-December 2028 |
| **Project End Date** | December 31, 2028 |

**PROJECT DELIVERABLES**

| PROJECT-SPECIFIC DELIVERABLES | | |
|---|---|---|
| **Task** | **Item** | **Due Date** |
| **1** | 1. Timesheets for direct labor<br>2. Copies of all executed sub-agreements related to this grant agreement<br>3. Copies of invoices from subcontractors to CSLT<br>4. Draft and Final versions of the work plan<br>5. Semi-annual Progress Reports and Final Report<br>6. Quarterly Requests for Disbursement | Throughout life of grant |
| **2** | 1. Pictures of the treatment sites before and after work has been completed with APN # listed<br>2. Semi-annual reports to show all APN # that have been treated in that quarter and the type of treatment completed and dated | Throughout life of grant |
| **GENERAL DELIVERABLES** | | |
| **Item** | | **Date Due** |
| Semi-annual Progress Reports<br>*(with request for disbursement)* | | • Feb 1, 2027<br>• Aug 1, 2027<br>• Feb 1, 2028<br>• Aug1, 2028 |
| Final Report<br>*(with final request for disbursement)* | | March 1, 2029 |

**PROJECT BUDGET**

| Task | Description | Funding Amount |
|---|---|---|
| **1** | **Project Management**<br>• **CSLT Management Services** | **$85,000** |
| **2** | **Project Implementation**<br>• **Biological Surveys**<br>• **Fuel Reduction Implementation** | **$1,828,050.00** |
| | **Indirect Costs (15%)** | **$286,957.50** |
| | **GRAND TOTAL** | **$2,200,007.50** |

**Exhibit A, Attachment 1- South Tahoe Division Fuel Hazard Reduction APN List**

| APN | OWNERSHIP | SITE ADDRESS | GIS ACRES | Treatable Acres | Site Name |
|---|---|---|---|---|---|
| 018-281-07 | ELDORADO COUNTY | 2063 CASCADE RD | 0.65 | 0.65 | Unincorporated Lots |
| 025-342-13 | ELDORADO COUNTY | 1359 CHINQUAPIN DR | 0.17 | 0.17 | Unincorporated Lots |
| 025-354-02 | ELDORADO COUNTY | 1401 CHINQUAPIN DR | 0.17 | 0.17 | Unincorporated Lots |
| 025-271-10 | ELDORADO COUNTY | 1480 ORMSBY DR | 0.28 | 0.28 | Unincorporated Lots |
| 025-342-07 | ELDORADO COUNTY | 1335CHINQUAPIN DR | 0.25 | 0.25 | Unincorporated Lots |
| 025-354-03 | ELDORADO COUNTY | 1407 CHINQUAPIN DR | 0.24 | 0.24 | Unincorporated Lots |
| 025-271-51 | ELDORADO COUNTY | 1462 ORMSBY DR | 0.28 | 0.28 | Unincorporated Lots |
| 025-451-22 | ELDORADO COUNTY | NO SITE ADDRESS | 0.05 | 0.05 | Unincorporated Lots |
| 025-451-23 | ELDORADO COUNTY | NO SITE ADDRESS | 0.83 | 0.83 | Unincorporated Lots |
| 025-271-27 | ELDORADO COUNTY | 1612 BLACKBART CT | 0.37 | 0.37 | Unincorporated Lots |
| 025-421-09 | ELDORADO COUNTY | 1685 BLACKBART CT | 0.33 | 0.33 | Unincorporated Lots |
| 025-520-14 | ELDORADO COUNTY | NO SITE ADDRESS | 0.19 | 0.19 | Unincorporated Lots |
| 025-442-21 | ELDORADO COUNTY | NO SITE ADDRESS | 0.68 | 0.68 | Unincorporated Lots |
| 025-442-10 | ELDORADO COUNTY | NO SITE ADDRESS | 0.64 | 0.64 | Unincorporated Lots |
| 025-601-02 | ELDORADO COUNTY | 2365 DEL NORTE ST | 0.74 | 0.74 | Unincorporated Lots |
| 025-301-18 | ELDORADO COUNTY | NO SITE ADDRESS | 0.16 | 0.16 | Unincorporated Lots |
| 025-443-15 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 025-442-04 | ELDORADO COUNTY | NO SITE ADDRESS | 0.51 | 0.51 | Unincorporated Lots |
| 033-552-12 | ELDORADO COUNTY | NO SITE ADDRESS | 0.32 | 0.32 | Unincorporated Lots |
| 033-552-13 | ELDORADO COUNTY | NO SITE ADDRESS | 0.32 | 0.32 | Unincorporated Lots |
| 033-272-17 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-251-13 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-272-01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.34 | 0.34 | Unincorporated Lots |
| 033-251-17 | ELDORADO COUNTY | NO SITE ADDRESS | 0.34 | 0.34 | Unincorporated Lots |
| 033-251-21 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-276-05 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-251-14 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-272-16 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-251-23 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-252--01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-272-12 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-251-11 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-251-25 | ELDORADO COUNTY | NO SITE ADDRESS | 0.34 | 0.34 | Unincorporated Lots |
| 033-253-04 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-253-02 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-253-05 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-253-03 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-542-17 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-542-01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-541-08 | ELDORADO COUNTY | NO SITE ADDRESS | 0.29 | 0.29 | Unincorporated Lots |
| 033-542-16 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-542-02 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-542-11 | ELDORADO COUNTY | NO SITE ADDRESS | 0.87 | 0.87 | Unincorporated Lots |
| 033-542-10 | ELDORADO COUNTY | NO SITE ADDRESS | 0.88 | 0.88 | Unincorporated Lots |
| 033-542-12 | ELDORADO COUNTY | NO SITE ADDRESS | 1.01 | 1.01 | Unincorporated Lots |
| 033-524-02 | ELDORADO COUNTY | NO SITE ADDRESS | 0.87 | 0.87 | Unincorporated Lots |
| 033-481-31 | ELDORADO COUNTY | NO SITE ADDRESS | 0.28 | 0.28 | Unincorporated Lots |
| 033-251-20 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-253-01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.28 | 0.28 | Unincorporated Lots |
| 033-644-11 | ELDORADO COUNTY | NO SITE ADDRESS | 0.14 | 0.14 | Unincorporated Lots |
| 033-644-10 | ELDORADO COUNTY | 1470 PIONEER TRL | 0.48 | 0.48 | Unincorporated Lots |
| 033-191-06 | ELDORADO COUNTY | 1374 BOCA RATON DR | 1.16 | 1.16 | Unincorporated Lots |
| 034-020-06 | ELDORADO COUNTY | NO SITE ADDRESS | 0.9 | 0.9 | Unincorporated Lots |
| 034-452-08 | ELDORADO COUNTY | NO SITE ADDRESS | 0.44 | 0.44 | Unincorporated Lots |
| 034-452-10 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 034-452-11 | ELDORADO COUNTY | NO SITE ADDRESS | 0.26 | 0.26 | Unincorporated Lots |
| 034-622-07 | ELDORADO COUNTY | 621 W SAN BERNARDINO AVE | 1.04 | 1.04 | Unincorporated Lots |
| 034-623-03 | ELDORADO COUNTY | 630 W SAN BERNARDINO AVE | 0.33 | 0.33 | Unincorporated Lots |
| 034-623-02 | ELDORADO COUNTY | 620 W SAN BERNARDINO AVE | 0.33 | 0.33 | Unincorporated Lots |
| 034-623-06 | ELDORADO COUNTY | 660 W SAN BERNARDINO AVE | 0.42 | 0.42 | Unincorporated Lots |
| 034-391-07 | ELDORADO COUNTY | NO SITE ADDRESS | 1.12 | 1.12 | Unincorporated Lots |
| 034-081-04 | ELDORADO COUNTY | 1932 CELIO LN | 0.26 | 0.26 | Unincorporated Lots |
| 034-084-11 | ELDORADO COUNTY | 1911 MOHICAN DR | 0.4 | 0.4 | Unincorporated Lots |
| 034-132-07 | ELDORADO COUNTY | NO SITE ADDRESS | 0.26 | 0.26 | Unincorporated Lots |
| 034-181-01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 035-286-11 | ELDORADO COUNTY | 786 NAHANE DR | 0.15 | 0.15 | Unincorporated Lots |

| | | | | | |
|---|---|---|---|---|---|
| 036-582-13 | ELDORADO COUNTY | 3131 EGRETWA | 3.83 | 3.83 | Unincorporated Lots |
| 033-691-05 | ELDORADO COUNTY | 975 WASHOAN BL VD | 0.31 | 0.31 | Unincorporated Lots |
| | | | | | |
| 250-100-23 | ELDORADO COUNTY | 1360 JOHNSON BLVD | 4.02 | 2 | GOVT PLAZA |
| 250-100-60 | ELDORADO COUNTY | 1041 AL TAHOE BLVD | 1.96 | 1.5 | GOVT PLAZA |
| 250-100-61 | ELDORADO COUNTY | NO SITE ADDRESS | 4 | 2 | GOVT PLAZA |
| | | | | | |
| 250-100-21 | CITY OF SOUTH LAKE TAHOE | 1352 JOHNSON BLVD | 5.82 | 2.5 | GOVT PLAZA |
| 250-100-19 | CITY OF SOUTH LAKE TAHOE | NO SITE ADDRESS | 0.69 | 0.5 | GOVT PLAZA |
| | | | | | |
| 250-100-51 | CITY OF SOUTH LAKE TAHOE | 1201 AL TAHOE BLVD | 21.62 | | BIJOU PARK |
| 250-410-09 | CITY OF SOUTH LAKE TAHOE | 1301 AL TAHOE BLVD | 16.05 | | BIJOU PARK |
| 250-510-15 | CITY OF SOUTH LAKE TAHOE | NO SITE ADDRESS | 16.25 | | BIJOU PARK |
| 253-600-13 | CITY OF SOUTH LAKE TAHOE | NO SITE ADDRESS | 22 | | BIJOU PARK |
| 250-100-37 | CITY OF SOUTH LAKE TAHOE | NO SITE ADDRESS | 43.73 | 119 | BIJOU PARK |
| 254-050-09 | CITY OF SOUTH LAKE TAHOE | NO SITE ADDRESS | 0.26 | | BIJOU PARK |
| 254-050-08 | CITY OF SOUTH LAKE TAHOE | NO SITE ADDRESS | 0.23 | | BIJOU PARK |
| 271-800-14 | CITY OF SOUTH LAKE TAHOE | 3464 FAIRWAY AVE | 21.03 | | BIJOU PARK |
| 273-440-33 | CITY OF SOUTH LAKE TAHOE | 1170 FAIRWAY AVE | 0.12 | | BIJOU PARK |
| 250-510-29 | CITY OF SOUTH LAKE TAHOE | NO SITE ADDRESS | 15.77 | | BIJOU PARK |
| 250-410-20 | CITY OF SOUTH LAKE TAHOE | NO SITE ADDRESS | 16.59 | 14 | BIJOU PARK |
| 250-410-21 | CITY OF SOUTH LAKE TAHOE | NO SITE ADDRESS | 1.86 | 1.5 | BIJOU PARK |
| | | | | | |
| 250-100-65 | LAKE TAHOE UNIFIED SCHOOL DIS | 1066 LYONS AVE | 50.39 | 20 | MIDDLE SCHOOL |
| | | | | | |
| 252-500-04 | LAKE TAHOE UNIFIED SCHOOL DIS | 3501 SPRUCE AVE | 4.99 | 1 | BIJOU SCHOOL |
| 252-500-03 | LAKE TAHOE UNIFIED SCHOOL DIS | 3501 SPRUCE AVE UNIT A | 4.99 | 1 | BIJOU SCHOOL |
| | | | | | |
| 257-810-01 | LAKE TAHOE UNIFIED SCHOOL DIS | 1709 REMINGTON TRL | 9.06 | 4.5 | SIERRA HOUSE |
| 257-230-02 | LAKE TAHOE UNIFIED SCHOOL DIS | 1701 REMINGTON TRL | 0.26 | 0 | SIERRA HOUSE |
| 257-230-01 | LAKE TAHOE UNIFIED SCHOOL DIS | NO SITE ADDRESS | 0.25 | 0 | SIERRA HOUSE |
| | | | | | |
| 237-000-08 | LAKE TAHOE UNIFIED SCHOOL DIS | 943 TAHOE ISLAND DR | 11.94 | 8 | TAHOE VALLEY |
| 236-710-04 | LAKE TAHOE UNIFIED SCHOOL DIS | 943 TAHOE ISLAND DR | 0.17 | 0 | TAHOE VALLEY |
| 236-710-09 | LAKE TAHOE UNIFIED SCHOOL DIS | 917 TAHOE ISLAND DR | 0.17 | 0 | TAHOE VALLEY |
| | | | | | |
| 340-300-04 | LAKE TAHOE UNIFIED SCHOOL DIS | NO SITE ADDRESS | 12.71 | 6 | MEYERS |
| 343-720-20 | LAKE TAHOE UNIFIED SCHOOL DIS | NO SITE ADDRESS | 0.26 | 0 | MEYERS |
| | | | | | |
| | | | 316.99 | 213.3 | |

# Exhibit A- Attachment 2
# South Tahoe Division Fuel Hazard Reduction Map

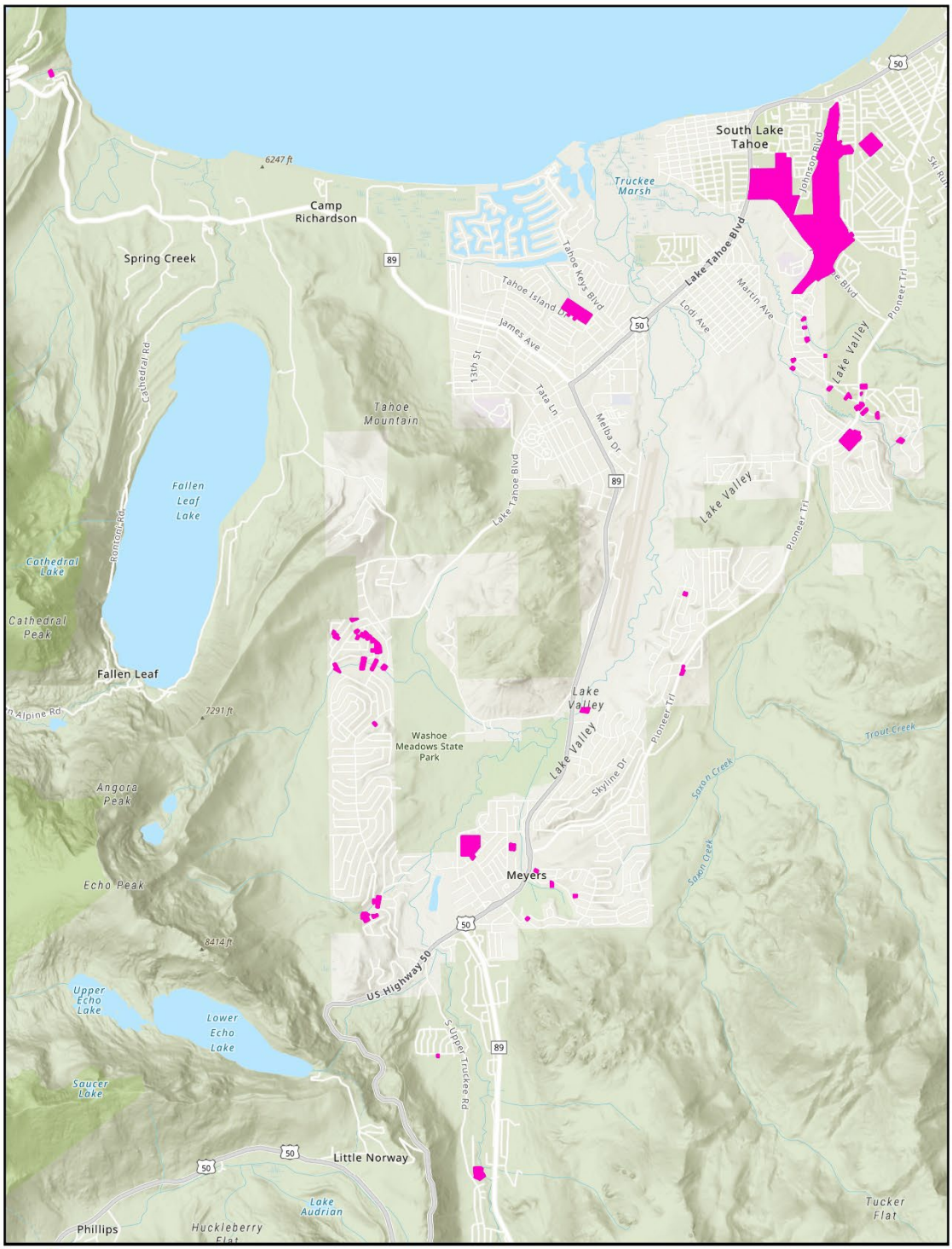


**EXHIBIT B**
**Request for Disbursement**

# CALIFORNIA TAHOE CONSERVANCY
# GRANT PROGRAM INVOICE

(Reference Instructions on following page - Failure to follow instructions may result in non-payment of invoice)
**THIS OFFICIAL INVOICE FORMAT MAY NOT BE MODIFIED**

**From:**

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

**To:**

**Accounts Payable**
**California Tahoe Conservancy**
1061 Third Street
South Lake Tahoe, CA 96150
accounts.payable@tahoe.ca.gov

CTC Grant Agreement No: **CTA25008L**
**Tahoe Resource Conservation District**
**Aquatic Invasive Plant Surveillance and Control**

① Grantee Invoice No.: _____

② Billing Period: _____

_____

③ Submittal Date: _____

| | GRANT FUNDS ONLY | | | | | |
|---|---|---|---|---|---|---|
| **Line Items** | **Grant Allotment** (per line item of N/A) | ④ **Previous Expenditures to Date** (From previous invoice) | ⑤ **Current Expenditures** Grant Funds Only | ⑥ **Total Expenditures to Date** (4 + 5 = 6) | **% of Line Item Budget Spent to Date** (6 ÷ Grant Allotment = %) | **Notes** |
| **Project Management** | $85,000.00 | $0.00 | $0.00 | $0.00 | 0.00% | - |
| **Project Implenemtation** | $1,828,050.00 | | | | | |
| | | $0.00 | $0.00 | $0.00 | #DIV/0! | |
| | | $0.00 | $0.00 | $0.00 | #DIV/0! | |
| | | $0.00 | $0.00 | $0.00 | #DIV/0! | |
| | | $0.00 | $0.00 | $0.00 | 0.00% | - |
| **Indirect Costs (15%)** | $286,957.50 | $0.00 | $0.00 | $0.00 | 0.00% | *(calculated only on the first $50,000 of the subcontractor) |
| **TOTALS** | **$2,200,007.50** | $0.00 | **$0.00** | $0.00 | 0.00% | - |

**FOR CTC STAFF**
CTC Initials/Date _____

**FOR DGS-CFS STAFF**
Date Received from DWQ _____
Date to Accounting _____

⑧ **Total Amount Due This Invoice**

⑨ ☐ **Final Invoice**

| CTC Date Stamp | DGS-CFS Date Stamp |
|---|---|
| | |
| | |
| | |

**GRANTEE SIGNATURE**

_____ _____

⑩ **Grantee Project Director or Designated Representative** **Date**

By signing this invoice I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knowledge and belief, is accurate. I certify that any and all fees due to the California Tahoe Conservancy have been paid. I am aware that there are significant penalties for submitting false or misleading information.

**FOR STATE USE ONLY**

_____ _____

⑪ **Grant Manager** **Date**

I certify this invoice, to the best of my knowledge and belief, is accurate and complete and I approve this invoice payment.

Rev. 2-11-14

## Instructions for Grant Program Invoice

Information pertaining to this Grant program Invoice template is located in Exhibit B of the executed Grant Agreement.

### FOR STATE USE ONLY

**Line Item**: Line Item listed per Exhibit B - Line Item Budget

**Grant Allotment:** Amounts allotted to Line Item Budget per Exhibit B of Grant Agreement.

**% of Line Item Budget spent to date:** Calculation of total expenditures divided by Grant Allotment. Shouldn't exceed 100%

### TO BE COMPLETED BY GRANTEE/PROJECT DIRECTOR

① **Grant Invoice Number:** Assign a sequential invoice number, for example: 1, 2, 3.

② **Billing Period:** Enter Billing Period of work performed. Example for quarterly billing: Jan 1, 2015 to Mar 31, 2015. Example for monthly billing: Jan 1, 2015 to Jan 31, 2015.

③ **Date:** Enter the Date invoice is submitted.

④ **Previous Expenditures to Date:** From the last invoice, enter line item amounts from "**Total Expenditures to Date."** If first invoice, enter zero (0).

⑤ **Current Expenditures** (Grant Funds Only): Enter the current grant fund charges for this billing period.

⑥ **Total Expenditures to Date:** This is calculated by adding the Previous Expenditures and Current Expenditures.

⑦ **If Applicable:** Match Amount For This Invoice: COMPLETE ONLY IF MATCH IS INCLUDED IN THE GRANT AGREEMENT BUDGET. Enter the match dollars applied to this invoice billing period.

⑧ **Total Amount Due This Invoice:** The amount due is the Total Current Expenditures.

⑨ **Final Invoice:** Check this box for final invoice only.

⑩ **Grantee Program Director or Designated Representative:** Original signature and date (in ink).

### FOR STATE USE ONLY

⑪ **Grant Manager:** Original signature and date (in ink).

**EXHIBIT C**

**Reporting and Data Requirements**

## 1. PROGRESS REPORTS

Progress reports shall include the following information:

a. Project Name **South Tahoe Division Fuel Hazard Reduction Implementation**, CTA# **25008L**;
b. Date Submitted, Reporting Period, Prepared by;
c. Invoice Number;
d. Summary of work completed during reporting period;
e. Discussion of any challenges or opportunities encountered in accomplishing the Scope of Work;
f. Schedule Assessment (describe extent to which grant is on track with the schedule of deliverables);
g. A narrative financial report comparing costs to date and the approved Scope of Work and budget. This report should state whether or not the Scope of Work is progressing within the approved budget, including an explanation of any potential deviations;
h. Draft products, reports, interim findings, or other relevant data or materials produced, including a statement of task or milestones and a report of the status on each, and including as applicable, any public and agency meetings and the results of such meetings;
i. Copies of any other relevant materials produced under the terms of the agreement; and
j. Production Summary Table:

| Product | Scheduled delivery date | Actual delivery date | Amount expended this period | Total amt. expended to date | % of total budget expended to date | Percent of task complete | Status |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

## 2. FINAL REPORT

The Final Report shall include the following information:

a. Project Name: **South Tahoe Division Fuel Hazard Reduction Implementation**, CTA# **25008L**;
b. Date Submitted, Prepared by;
c. Brief summary of the objectives of the Scope of Work and how these objectives were accomplished;
d. Findings, conclusions, data or recommendations for follow-up or ongoing activities;
e. Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.);
f. Statement, if applicable, of future intent of public and/or private support to maintain or further develop the improvements described in the Scope of Work, including proposed submittal dates for future funding;
g. Copies of all news articles and any other media coverage, as well as all promotional and

educational materials produced as a result of this agreement; and

h. The work products identified in the Scope of Work, including data associated with the project and summaries of any public and agency meetings conducted.

### 3. SPATIAL AND LOCATION DATA FOR PROPOSITION 4-FUNDED PROJECTS

Upon request by the Conservancy, Grantee shall provide the Conservancy with up-to-date Project location and spatial information to report through the Resources Agency Project and Tracking System (RAPTR), including:

- County
- Latitude & Longitude
- Senate District
- Assembly District
- Shapefile/Spatial Data

If the Project is a property acquisition or conservation easement Project, Grantee shall, at the Conservancy's expense, provide spatial data to the California Protected Areas Database and/or the California Conservation Easement Database. The Conservancy may grant an exception to this requirement to protect sensitive tribal data or other sensitive information.

### 4. ANNUAL EIP REPORTING

Grantee shall submit its project to the Environmental Improvement Program (EIP) tracker at https://eip.laketahoeinfo.org/ within three months of the Effective Date of the Agreement. Grantee shall consult with the Tahoe Regional Planning Agency (TRPA) on EIP reporting, tracking, and performance requirements and complete reporting requirements (as applicable).

### 5. DATA REPORTING FORMATS

Grantee shall submit all data required by the Agreement in one or more of the following formats, as applicable:

**Tabular Data:** Excel Spreadsheets, Access databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.

**Spatial Data:** ESRI-usable format, meaning the data must have special reference (coordinate system-geographic or projected, and a special extent) and include metadata, at minimum in accordance with this Exhibit. Grantee acknowledges that the Conservancy will enter spatial data into the State's Biogeographic Information and Observation System (BIOS), where applicable. BIOS is designed to enable the management, visualization, and analysis of biogeographic data collected by the California Department of Fish and Wildlife (CDFW) and its partner organizations.

### 6. METADATA STANDARD

If geospatial datasets are required to be submitted as part of the Agreement, Grantee shall ensure that such datasets include metadata that meets the CDFW Minimum Metadata Standards (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=108504&inline) or the Federal Geographic Data Committee Standard.

# RIGHT OF ENTRY AGREEMENT FOR COMMUNITY FIRE HAZARD REDUCTION PROJECT BETWEEN LAKE VALLEY FIRE PROTECTION DISTRICT, CITY OF SOUTH LAKE TAHOE, AND COUNTY OF EL DORADO

This AGREEMENT is entered into on the date finally signed by the Parties ("Effective Date) between the Lake Valley Fire Protection District, a fire prevention district ("Lake Valley"), the City of South Lake Tahoe ("City"), a local agency, and the County of El Dorado ("County"), a political subdivision of the State of California, also be referred to collectively as "Parties".

## RECITALS

**WHEREAS,** Lake Valley is implementing a community fire hazard reduction and defensible space project to reduce fuels, increase forest health, and improve wildfire resilience within its jurisdiction; and

**WHEREAS,** County owns 71 parcels within Lake Valley's jurisdiction and desires fire hazard reduction treatment of the parcels ("Project"). For purposes of this Agreement, the term "Project" refers solely to activities on the County owned parcels; and

**WHEREAS,** Lake Valley, via an agreement with City, seeks to treat the County owned parcels to improve their fire resiliency; and

**WHEREAS,** Lake Valley and City have expertise and experience in implementing fire hazard treatment in the Lake Tahoe Basin; and

**NOW THEREFORE**, in consideration of the foregoing recitals and the promises, covenants, and conditions the Parties agree to the following for the purpose of implementing the Project.

## FIRE HAZARD REDUCTION PROJECT RIGHT OF ENTRY

1. **Right of Entry.** County grants Lake Valley Fire and City permission to enter onto the Property for the term of the Agreement, for purposes of carrying out the Project as described herein.

2. **Project Scope.**
    a. **Location**. The Project encompasses the 71 County-owned parcels (Property) in Lake Valley's jurisdiction (see Exhibit A – Parcel List).
    b. **Vegetation**. The vegetation in the area is a mixed-conifer tree stand primarily consisting of Jefferey pine, lodgepole pine, white fir, and incense cedar. There are areas with high concentrations of montane chaparral species such as manzanita, whitethorn, huckleberry oak, and tobacco brush.
    c. **Activities.** Lake Valley and/or City crews will use chainsaws/hand tools to remove intermediate and suppressed conifer species and flammable brush species to reduce the vertical and horizontal continuity of fuels. The resulting slash will be chipped and removed from the Property or broadcast back on the ground to less than 6 inches depth. There may be limited areas where hand piling for future burning is used to dispose of slash based on topography and access. Activities on County parcels will also be subject to the following conditions:

i. No vegetation larger than 14 inches in diameter at breast height may be removed.
ii. Trees larger than 14 inches in diameter at breast height (DBH) may be removed on a case-by-case basis with prior consent from the County.
iii. Lake Valley and City shall comply with all applicable laws.
iv. All reasonable precautions will be exercised to avoid damage and protect persons and/or property.
v. Access to the Property shall be between the hours of 6:00 AM – 8:30 PM.
vi. The Project activities shall not unduly prevent access to the Property and will not interfere with County activities or operations on the Property. The County will provide at minimum 48 hours' notice to Lake Valley and City if any activities or operations are anticipated on the Property.

**3. Limitations.**

a. This Agreement does not create an obligation for Lake Valley/City to implement the Project. Execution of the Project is in the sole control and discretion of Lake Valley and City who retain sole oversight over any contractor implementing the Project. All work will be implemented with best professional standards.
b. No activities beyond the Project, as described above, are permitted on County parcels without advanced written authorization from the County.
c. This Agreement does not exempt Lake Valley and City from being required to obtain any other necessary permits to perform the Project, including any obligation under the California Environmental Quality Act (CEQA).

**4. Condition of the Property.**

a. The County will ensure that there is no undue interference with the Project by the public or other entities.
b. Lake Valley and City will implement best practices to ensure a safe working site and will leave the Property in good condition with as minimal erosion potential as reasonably feasible. Upon completion of the Project, Lake Valley and City further agree to reasonably repair any damage or destruction to roads, fences, or other property structures which Lake Valley or City respectively negligently caused by implementation of the Project. Lake Valley and City shall not seek to recover from County the costs of any remediation or damages to the Property incurred due to actions taken pursuant to this Agreement.

**5. Liability and Indemnity.**

a. To the extent allowable by law, Lake Valley and City shall defend, indemnify, and hold County harmless against any and all claims, actions, demands, liability, judgments, awards, fines, penalties, losses, damages, and any expenses whatsoever, including environmental, attorneys' fees, and court costs (hereinafter collectively referred to as "claims"), which arise out of or result from Lake Valley and City's respective negligent actions while implementing the Project, including during use of the Property by Lake Valley and City, respectively, or each respective Parties' invitees, or the public during active Project implementation, except for claims arising from the sole negligence or willful acts of the County, its officers and

employees, or as expressly prescribed by statute. This provision shall not survive the termination or expiration of this Agreement.

b. To the extent allowable by law, the County shall defend, indemnify, and hold the Lake Valley and City harmless against any and all claims, actions, demands, liability, judgments, awards, fines, penalties, losses, damages, and any expenses whatsoever, including environmental, attorneys' fees, and court costs (hereinafter collectively referred to as "claims"), which arise out of or result from the County's negligent actions while implementing the Project, except for claims arising from the sole negligence or willful acts of Lake Valley or County, its officers and employees, or as expressly prescribed by statute. This provision shall not survive the termination or expiration of this Agreement.

6. **Notices.** Any notice required hereunder shall be provided as follows:

   a. For Lake Valley Fire Protection District:
   Lake Valley Fire Protection District
   2211 Keetak St
   South Lake Tahoe, CA 96150
   Attn: Martin Goldberg
   goldberg@lakevalleyfire.org

   b. For City of South Lake Tahoe
   South Lake Tahoe Fire Rescue
   2101 Lake Tahoe Blvd
   South Lake Tahoe, CA 96150
   Attn.: Jay Manning
   jmanning@cityofslt.gov

   c. For the County:
   Brendan Ferry
   Chief Deputy Director
   (530) 573-7905
   brendan.ferry@edcgov.us

7. **Insurance.** All Parties shall maintain comprehensive general liability insurance and property insurance or a self-insurance program including both. The minimum limits are $1,000,000 per occurrence/$2,000,000 aggregate. Lake Valley and City shall require any contractor(s) to name the County as an Additional Insured, a waiver of subrogation along with primary and non-contributory endorsement.

8. **Term.** The Agreement shall begin on the Effective Date and terminate upon completion of the Project, not to exceed November 30, 2027, unless revoked by the County with written notice to the Lake Valley/City prior to implementation of the Project. Should the Project not move forward this Agreement is void.

9. **Extension and Amendment.** This Agreement constitutes the entire agreement between the parties. This Agreement may be extended or amended as necessary by mutual

consent of the Parties by execution of a written amendment signed and dated by all Parties. The rights and obligations hereunder may not be transferred or assigned without the prior written consent of the parties hereto.

10. **No Funding Obligation.** This Agreement does not create a funding obligation for any of the Parties.

11. **Right of Lake Valley and City to Control the Project Area.** Lake Valley and City shall have the right to take reasonable actions to control County owned parcels included in the Project during active Project implementation. Such actions may include, but are not limited to, establishing a closed area to protect both workers and the public, and posting warning signs and physical barriers around the perimeter to alert residents, visitors, and motorists of the ongoing operations.

12. **Choice of Law and Venue.** This Agreement and all issues arising hereunder shall be governed by and construed in accordance with the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Court in the County of El Dorado, South Lake Tahoe Division.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Authorized to Legally Bind.** The undersigned represent that they are duly authorized to legally bind their respective Parties to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date indicated below.

Lake Valley Fire Protection District:

Date

County of El Dorado

12/2/25

Date

City of South Lake Tahoe:

1/29/2026

Date

Attest:

Susan Blankenship, City Clerk
City of South Lake Tahoe

**Exhibit A – Parcel List**

## CTC Implementation Grant APN List

| APN | OWNERSHIP | SITE ADDRESS | GIS ACRES | Treatable Acres | Site Name |
|---|---|---|---|---|---|
| | | | | | |
| 018-281-07 | ELDORADO COUNTY | 2063 CASCADE RD | 0.65 | 0.65 | Unincorporated Lots |
| 025-342-13 | ELDORADO COUNTY | 1359 CHINQUAPIN DR | 0.17 | 0.17 | Unincorporated Lots |
| 025-354-02 | ELDORADO COUNTY | 1401 CHINQUAPIN DR | 0.17 | 0.17 | Unincorporated Lots |
| 025-271-10 | ELDORADO COUNTY | 1480 ORMSBY DR | 0.28 | 0.28 | Unincorporated Lots |
| 025-342-07 | ELDORADO COUNTY | 1335CHINQUAPIN DR | 0.25 | 0.25 | Unincorporated Lots |
| 025-354-03 | ELDORADO COUNTY | 1407 CHINQUAPIN DR | 0.24 | 0.24 | Unincorporated Lots |
| 025-271-51 | ELDORADO COUNTY | 1462 ORMSBY DR | 0.28 | 0.28 | Unincorporated Lots |
| 025-451-22 | ELDORADO COUNTY | NO SITE ADDRESS | 0.05 | 0.05 | Unincorporated Lots |
| 025-451-23 | ELDORADO COUNTY | NO SITE ADDRESS | 0.83 | 0.83 | Unincorporated Lots |
| 025-271-27 | ELDORADO COUNTY | 1612 BLACKBART CT | 0.37 | 0.37 | Unincorporated Lots |
| 025-421-09 | ELDORADO COUNTY | 1685 BLACKBART CT | 0.33 | 0.33 | Unincorporated Lots |
| 025-520-14 | ELDORADO COUNTY | NO SITE ADDRESS | 0.19 | 0.19 | Unincorporated Lots |
| 025-442-21 | ELDORADO COUNTY | NO SITE ADDRESS | 0.68 | 0.68 | Unincorporated Lots |
| 025-442-10 | ELDORADO COUNTY | NO SITE ADDRESS | 0.64 | 0.64 | Unincorporated Lots |
| 025-601-02 | ELDORADO COUNTY | 2365 DEL NORTE ST | 0.74 | 0.74 | Unincorporated Lots |
| 025-301-18 | ELDORADO COUNTY | NO SITE ADDRESS | 0.16 | 0.16 | Unincorporated Lots |
| 025-443-15 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 025-442-04 | ELDORADO COUNTY | NO SITE ADDRESS | 0.51 | 0.51 | Unincorporated Lots |
| 033-552-12 | ELDORADO COUNTY | NO SITE ADDRESS | 0.32 | 0.32 | Unincorporated Lots |
| 033-552-13 | ELDORADO COUNTY | NO SITE ADDRESS | 0.32 | 0.32 | Unincorporated Lots |
| 033-272-17 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-251-13 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-272-01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.34 | 0.34 | Unincorporated Lots |
| 033-251-17 | ELDORADO COUNTY | NO SITE ADDRESS | 0.34 | 0.34 | Unincorporated Lots |
| 033-251-21 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-276-05 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-251-14 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-272-16 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-251-23 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-252--01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-272-12 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-251-11 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-251-25 | ELDORADO COUNTY | NO SITE ADDRESS | 0.34 | 0.34 | Unincorporated Lots |
| 033-253-04 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-253-02 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-253-05 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 033-253-03 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-542-17 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-542-01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-541-08 | ELDORADO COUNTY | NO SITE ADDRESS | 0.29 | 0.29 | Unincorporated Lots |
| 033-542-16 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-542-02 | ELDORADO COUNTY | NO SITE ADDRESS | 0.23 | 0.23 | Unincorporated Lots |
| 033-542-11 | ELDORADO COUNTY | NO SITE ADDRESS | 0.87 | 0.87 | Unincorporated Lots |
| 033-542-10 | ELDORADO COUNTY | NO SITE ADDRESS | 0.88 | 0.88 | Unincorporated Lots |
| 033-542-12 | ELDORADO COUNTY | NO SITE ADDRESS | 1.01 | 1.01 | Unincorporated Lots |
| 033-524-02 | ELDORADO COUNTY | NO SITE ADDRESS | 0.87 | 0.87 | Unincorporated Lots |

| | | | | | |
|---|---|---|---|---|---|
| 033-481-31 | ELDORADO COUNTY | NO SITE ADDRESS | 0.28 | 0.28 | Unincorporated Lots |
| 033-251-20 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 033-253-01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.28 | 0.28 | Unincorporated Lots |
| 033-644-11 | ELDORADO COUNTY | NO SITE ADDRESS | 0.14 | 0.14 | Unincorporated Lots |
| 033-644-10 | ELDORADO COUNTY | 1470 PIONEER TRL | 0.48 | 0.48 | Unincorporated Lots |
| 033-191-06 | ELDORADO COUNTY | 1374 BOCA RATON DR | 1.16 | 1.16 | Unincorporated Lots |
| 034-020-06 | ELDORADO COUNTY | NO SITE ADDRESS | 0.9 | 0.9 | Unincorporated Lots |
| 034-452-08 | ELDORADO COUNTY | NO SITE ADDRESS | 0.44 | 0.44 | Unincorporated Lots |
| 034-452-10 | ELDORADO COUNTY | NO SITE ADDRESS | 0.25 | 0.25 | Unincorporated Lots |
| 034-452-11 | ELDORADO COUNTY | NO SITE ADDRESS | 0.26 | 0.26 | Unincorporated Lots |
| 034-622-07 | ELDORADO COUNTY | 621 W SAN BERNARDINO AVE | 1.04 | 1.04 | Unincorporated Lots |
| 034-623-03 | ELDORADO COUNTY | 630 W SAN BERNARDINO AVE | 0.33 | 0.33 | Unincorporated Lots |
| 034-623-02 | ELDORADO COUNTY | 620 W SAN BERNARDINO AVE | 0.33 | 0.33 | Unincorporated Lots |
| 034-623-06 | ELDORADO COUNTY | 660 W SAN BERNARDINO AVE | 0.42 | 0.42 | Unincorporated Lots |
| 034-391-07 | ELDORADO COUNTY | NO SITE ADDRESS | 1.12 | 1.12 | Unincorporated Lots |
| 034-081-04 | ELDORADO COUNTY | 1932 CELIO LN | 0.26 | 0.26 | Unincorporated Lots |
| 034-084-11 | ELDORADO COUNTY | 1911 MOHICAN DR | 0.4 | 0.4 | Unincorporated Lots |
| 034-132-07 | ELDORADO COUNTY | NO SITE ADDRESS | 0.26 | 0.26 | Unincorporated Lots |
| 034-181-01 | ELDORADO COUNTY | NO SITE ADDRESS | 0.24 | 0.24 | Unincorporated Lots |
| 035-286-11 | ELDORADO COUNTY | 786 NAHANE DR | 0.15 | 0.15 | Unincorporated Lots |
| 036-582-13 | ELDORADO COUNTY | 3131 EGRETWA | 3.83 | 3.83 | Unincorporated Lots |
| 033-691-05 | ELDORADO COUNTY | 975 WASHOAN BL VD | 0.31 | 0.31 | Unincorporated Lots |
| | | | | | |
| 250-100-23 | ELDORADO COUNTY | 1360 JOHNSON BLVD | 4.02 | 2 | GOVT PLAZA |
| 250-100-60 | ELDORADO COUNTY | 1041 AL TAHOE BLVD | 1.96 | 1.5 | GOVT PLAZA |
| 250-100-61 | ELDORADO COUNTY | NO SITE ADDRESS | 4 | 2 | GOVT PLAZA |
| | | | | | |

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH LAKE TAHOE, THE LAKE VALLEY FIRE PROTECTION DISTRICT, AND THE LAKE TAHOE UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is entered into this 08/13/2024 _____ between the City of South Lake Tahoe (hereinafter "CSLT"), a municipal corporation located in the County of El Dorado, California, the Lake Valley Fire Protection District (hereinafter "LVFPD"), a multi-county special district operating under the authority of the Fire Protection District Law of 1987, within the State of California, and the Lake Tahoe Unified School District (hereinafter "LTUSD").

Recitals:

A. WHEREAS, CSLT has statutory authority to provide for the protection of life and property within its jurisdiction. Because of the urban/forest interface, wild-land fires remain one of the greatest threats to the residents of CSLT. Hazardous fuel reduction on local, private, state and federal land within CSLT is paramount to reducing the threat of catastrophic wildfire. CSLT's South Lake Tahoe Fire Rescue (SLTFR) manages the threat of wildfire through fuel reduction and prescribed fire.

B. WHEREAS, the LVFPD has statutory authority to provide for the protection of life and property within its jurisdiction. Because of the urban/forest interface, wild-land fires remain one of the greatest threats to the residents of the LVFPD. Hazardous fuel reduction on local, private, state and federal land within the LVFPD is paramount in terms of reducing the threat of another catastrophic wildfire like the Caldor Fire. The LVFPD manages the threat of wildfire through fuel reduction and prescribed fire.

C. WHEREAS, the LTUSD has statutory authority to develop and maintain Comprehensive School Safety Plans (CSSPs) designed to address campus risks, prepare for emergencies, and create a safe, secure learning environment for students and school personnel. Because of the urban/forest interface, wild-land fires are a threat to students and school personnel on LTUSD property. Hazardous fuel reduction on LTUSD property is paramount in terms of reducing the threat.

D. WHEREAS, CSLT, the LVFPD, and LTUSD desire to cooperate to eliminate the mutual threat of a catastrophic wildfire. In an effort to accomplish this goal, CSLT, the LVFPD, and LTUSD desire to enter into this MOU in order to streamline the process. Furthermore, CSLT, the LVFPD, and LTUSD desire to work together to perform fuel reduction work on LTUSD property.

E. WHEREAS, CSLT and the LVFPD have received and have access to state and federal funding to treat hazardous fuels within their jurisdiction.

F. WHEREAS, the LTUSD desires to have said funding and services provided to treat hazardous fuels on LTUSD property at no cost to LTUSD.

G. WHEREAS, the LTUSD wishes to authorize CSLT and LVFPD to act on its behalf to secure funding and reduce the threat of wildfires on LTUSD property.

11. Indemnity. CSLT, and LVFPD each hereby agree to and shall defend, indemnify and hold harmless LTUSD, 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 CSLT or LVFPD's own respective negligent performance of this MOU or own respective breach of obligations contained in this MOU, except for any such claims arising out of the sole negligence or willful misconduct of LTUSD, its boards, officers, agents, employees or volunteers.

12. Right of Entry. The LTUSD hereby grants to CSLT, LVFPD, and its agents and employees the temporary nonexclusive right to enter onto LTUSD property for the limited purpose of fuel reduction project development and implementation. CSLT and LVFPD shall provide at least seven (7) days' advance notice to LTUSD staff of anticipated access under this MOU, identifying the dates, times, areas of access, the persons that will be accessing the project area, and the project activities that will be conducted, for the purpose of coordinating access and avoiding or minimizing disruption to LTUSD activities. At all times LTUSD will be able to access any project area.

a. It is expressly understood that this right of entry does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other interest in LTUSD property to CSLT /LVFPD. This right of entry is not exclusive and LTUSD specifically reserves the right to grant other rights of entry within the vicinity of the LTUSD property. This is an access agreement, not an easement agreement. Therefore, it shall not be recorded.

13. Fingerprinting. The Fingerprinting/Criminal Background Investigation Certification, attached hereto as Exhibit A and incorporated herein by this reference, must be completed by CSLT and LVFPD and returned to LTUSD prior to performing any portion of any project. CSLT and LVFPD's respective Fingerprinting/Criminal Background Investigation(s) completed at hire for employees performing supervisory actions under this MOU and which showed such employees not been convicted of a violent or serious felony shall be deemed to satisfy the requirements set forth by Paragraph 13 and Exhibit A of this MOU.

14. Restoration of Property. Upon the termination or revocation of this MOU, CSLT and LVFPD shall, at its own cost and expense, restore any disturbed property to the reasonable satisfaction of the LTUSD. In case CSLT or LVFPD shall fail to restore the disturbed property to satisfactory condition within ten (10) business days after the effective date of the termination, the LTUSD may proceed with such work at the expense of CSLT and LVFPD.

15. Continuing Liability. No termination of this MOU shall release CSLT or LVFPD from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this MOU and restoration of the property to its prior condition.

16. CSLT and LVFPD's Books and Records.

a. CSLT and LVFPD shall maintain all documents and records which demonstrate performance under this MOU for a minimum period of three (3)

21. Insurance. CSLT /LVFPD, at its own cost and expense, shall procure and maintain, for the duration of this MOU, the following insurance policies.

a. Workers Compensation Coverage. CSLT /LVFPD shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California.

b. Commercial General Liability Coverage. CSLT /LVFPD 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 LTUSD. 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 MOU or the general aggregate limit shall be at least twice the required occurrence limit.

c. Automobile Liability Coverage. CSLT /LVFPD shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CSLT/LVFPD arising out of or in connection with the work to be performed under this MOU, 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.

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

- LTUSD, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under CSLT /LVFPD's General Liability and Automobile Liability policies with respect to liability arising out of this MOU and/or work performed by or on behalf of CSLT /LVFPD, including materials, parts or equipment furnished in connection with such work or operations.
- This policy shall be considered primary insurance as respects LTUSD, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by LTUSD, including any self-insured retention LTUSD may have, shall be considered excess insurance only and shall not contribute with it.
- 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 CSLT /LVFPD.
- The insurer waives all rights of subrogation against LTUSD except for CSLT /LVFPD's Employers' Liability policy, its elected or appointed officers, officials, employees or agents.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to LTUSD, its elected or appointed officers, officials, employees, agents or volunteers.
- No policies of insurance carried by CSLT /LVFPD shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to LTUSD by Certified Mail.

e. Deductibles and Self-Insured Retentions. CSLT /LVFPD shall be responsible for all deductibles in all of CSLT /LVFPD's insurance policies. The amount of

In witness whereof, the parties have entered into this Memorandum of Understanding.

Date: Lake Tahoe Unified School District

By: Todd Cutler
Superintendent

Date: Lake Valley Fire Protection District

By: Chad Stephen
Fire Chief

Date: City of South Lake Tahoe

Signed in Counterpart

By: Joeseph D. Irvin
City Manager

**Exhibit A**

**CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION**

Right of Entry Agreement between the Lake Tahoe Unified School District ("District"), City of South Lake Tahoe ("Contractor"), and Lake Valley Fire Protection District ("Contractor").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it has taken at least one of the following actions (check all that apply):

## ATTACHMENT "A"

### List of Employees/Subcontractors

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

**Name/Company:** _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT

# C-191-2024 Lake Valley Fire MOU

Final Audit Report 2024-08-15

| | |
|---|---|
| Created: | 2024-08-14 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAeFvLmFb1B5vkKKZsxdM0UbQo13uoBa49 |

## "C-191-2024 Lake Valley Fire MOU" History

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Document e-signed by Joseph Irvin (jirvin@cityofslt.us)
Signature Date: 2024-08-15 - 4:49:43 PM GMT - Time Source: server

Agreement completed.
2024-08-15 - 4:49:43 PM GMT

Adobe Acrobat Sign

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**7

**Agenda Item:** CalOES Domestic Violence Grant Report from Vista Rise Collective

**Executive Summary:** At the March 24, 2026 Council meeting, Councilmembers requested a report from staff and Vista Rise Collective on the services they provided the community and how the grant funding is utilized.

**Requested Action / Suggested Motions:** Receive and File

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

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

02-_Vista_Rise_Collective_Report.docx
01-_Staff_Report_Cal_OES_Grant_Report_Vista_Rise.docx

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

## Meeting Date: August 11, 2026

**Title: Law Enforcement Specialized Unit Grant Report From Vista Rise Collective**

**Location:** Citywide

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

**Background:** On March 24, 2026 staff brought the Law Enforcement Specialized Unit Grant program in front of Council for approval. The South Lake Tahoe Police Department receives this grant from the California Officer of Emergency Services (CalOES) in the amount up to $203,142.00. Up to $105,742 was designated to be received by Vista Rise Collective for their administrative and operational costs pertaining to their assistance and their role in victim services and support in our community.

During the March 24, 2026 meeting, Councilmember Horgan requested a report regarding how Vista Rise Collective uses the funds to provide their services. Councilmember Horgan also requested data relative to statistics of utilization from Vista Rise Collective. During the passing of the consent agenda, Councilmember Robbins made a motion to have staff bring back this information to Council at a later date, the motion was seconded by Councilmember Jinkens. The motion passed.

**Issue and Discussion:** South Lake Tahoe Police Department works with Vista Rise Collective on a regular basis. Vista Rise Collective and the police department domestic violence detective are in regular contact regarding domestic violence cases, their status, what services are being offered and/or utilized by survivors of domestic violence. Additionally, in accordance with the County-wide sexual assault response protocol and state law, victims of domestic violence and sexual assault have the right to an advocate if they so choose. Vista Rise Collective provides advocates requested by the police department, on behalf of the victims.

More information regarding Vista Rise Collective and their services are contained in the report prepared by Vista Rise Collective Executive Director Chelcee Thomas.

**Financial Implications:** None

**Environmental Considerations:** This is not a ‘project’ subject to review under the California Environmental Quality Act (CEQA) under CEQA guidelines.

**Policy Implications:** This report on the CalOES Grant and Vista Rise Collective supports Priority 3: Ensure Public Safety

**VRC Report to South Lake Tahoe City Council: August 11, 2026**
**Domestic Violence Response Team (DVRT) Partnership**

**Summary**
For nearly 50 years, Vista Rise Collective (VRC) has served as the sole provider of domestic violence, sexual assault, and child abuse services in South Lake Tahoe and Alpine County. Through a long-standing partnership with the South Lake Tahoe Police Department, the Domestic Violence Response Team (DVRT) provides a coordinated, trauma-informed response that combines law enforcement intervention with immediate advocacy and long-term support for survivors and their families.

Funded through the California Governor's Office of Emergency Services (Cal OES), the DVRT program ensures that survivors receive immediate access to safety planning, crisis intervention, emergency housing, counseling, legal advocacy, and ongoing case management following law enforcement response. This collaborative model strengthens public safety while improving survivor outcomes and reducing the long-term impacts of violence on individuals, families, and the community.

**Community Need**

Domestic violence remains a significant public safety and public health issue in South Lake Tahoe. Violence impacts not only survivors and their families, but also on law enforcement, healthcare systems, schools, employers, housing providers, and the broader community.

Each year, VRC serves approximately 6,000 community members through crisis response, advocacy, counseling, housing services, prevention education, and outreach. VRC provides comprehensive, trauma-informed services to survivors of domestic violence, sexual assault, and child abuse. Services include a 24-hour crisis line, emergency shelter and housing assistance, crisis intervention, safety planning, legal advocacy, individual and group counseling, case management, hospital and court accompaniment, prevention education, and community outreach. Through these integrated services, VRC helps survivors move from crisis to safety, healing, and long-term stability.

During 2025 alone, VRC responded to more than 1,200 crisis calls, provided 1,600 individual counseling sessions, housed 135 families, conducted nearly 1,700 office visits, completed more than 230 safety plans, supported 30 emergency responses, and provided more than 2,000 bed nights for survivors and their children. These services represent far more than statistics—they represent families finding safety, children beginning to heal from trauma, and survivors receiving the support necessary to break cycles of violence.

Local data further highlights the need for coordinated intervention. According to the Barton Community Health Needs Assessment:

- Approximately 15–17% of residents report experiencing intimate partner violence.
- Twenty-two percent report fair or poor mental health.
- Twenty-one percent have been diagnosed with depression.

- Nearly one-third of residents report difficulty affording housing.
- Housing instability, financial stress, substance use, and mental health challenges are all recognized risk factors associated with domestic violence.

Because domestic violence affects multiple community systems, an effective response requires close coordination between law enforcement, healthcare providers, victim advocates, housing programs, and behavioral health services.

**What is the Domestic Violence Response Team?**

The Domestic Violence Response Team (DVRT) is a collaborative partnership between the South Lake Tahoe Police Department and VRC designed to provide survivors with immediate support following a domestic violence incident.

While the Police Department focuses on emergency response, investigation, evidence collection, offender accountability, and public safety, VRC provides survivor-centered services that help individuals and families move from crisis toward safety and long-term stability.

This coordinated approach ensures survivors do not have to navigate the aftermath of violence alone.

DVRT Continuum of Care

**911 Call → Officer Response → Advocate Contact → Safety Planning → Emergency Shelter → Counseling → Legal Advocacy → Housing Support → Long-Term Stability**

DVRT services include:

- 24-hour crisis response
- Immediate victim advocacy
- Safety planning
- Emergency shelter and motel assistance
- Hospital accompaniment
- Sexual Assault Response Team (SART) advocacy
- Court accompaniment and legal advocacy
- Individual counseling
- Housing navigation and Housing First referrals
- Case management and resource coordination

**Serving Both Residents and Visitors**

South Lake Tahoe is a unique community that serves not only residents but also a number of visitors each year. Domestic violence and sexual assault do not only affect those who live here;

visitors experiencing violence while traveling also require immediate access to safety, advocacy, and crisis intervention.

VRC provides services to any individual who experiences violence within South Lake Tahoe, regardless of where they call home. Advocates respond to support local residents, tourists, seasonal employees, and visitors who may suddenly find themselves in crisis while away from their own support systems.

For visitors, services often include emergency safety planning, crisis counseling, emergency shelter or motel assistance, coordination with law enforcement and medical providers, and when appropriate, assistance with arranging safe transportation home or connecting individuals with victim service organizations in their home communities to ensure continuity of care.

This regional and visitor-focused response is an important component of South Lake Tahoe's public safety network and reflects the community's commitment to ensuring anyone experiencing violence has access to safety and support.

**Understanding Cal OES Funding**

The Domestic Violence Response Team is funded through the California Governor's Office of Emergency Services (Cal OES) Law Enforcement Specialized Unit Program, which was specifically established to strengthen collaboration between law enforcement agencies and community-based domestic violence service providers. Unlike many grant programs that focus solely on criminal justice activities, this funding recognizes that survivor safety extends beyond the initial law enforcement response.

The grant supports specialized victim advocacy staff who work alongside the South Lake Tahoe Police Department to provide immediate crisis intervention, emergency housing assistance, safety planning, hospital accompaniment, court advocacy, counseling, and ongoing case management. By embedding advocacy into the law enforcement response, the program ensures survivors receive both immediate protection and continued support long after the emergency has ended.

This coordinated approach allows officers to focus on public safety and investigation while advocates focus on survivor safety, stabilization, and recovery, creating a more comprehensive response than either agency could provide independently.

Grant funding supports staff who provide:

- Immediate advocacy following police response
- Crisis intervention
- Emergency housing assistance
- Hospital response
- Court advocacy
- Counseling services
- Survivor safety planning
- Collaboration with law enforcement and partner agencies

These services begin immediately after an incident and often continue for months as survivors work toward long-term safety and stability.

**Program Impact**

**January 2026 – Present Data**

During the first six months of 2026, VRC continued providing comprehensive services through the Domestic Violence Response Team partnership.

**Law Enforcement & Medical Collaboration**

- 91 Domestic Violence Response Team reports. 79% involved individuals with SLT area ZIP codes.
- 58 referrals received from the South Lake Tahoe Police Department
- 6 in-person law enforcement advocacy responses
- 7 hospital advocacy responses

**Emergency Safety**

- 21 individuals received emergency motel assistance
- 64 emergency family bed nights provided
- 15 adults and 6 children safely housed through emergency motel placements

**Counseling**

- 86 survivors received domestic violence-specific therapy
- 725 therapy sessions provided
    - 633 adult therapy sessions serving 71 adults
    - 92 child therapy sessions serving 15 children

**Long-Term Stability**

- 11 survivors who initially entered services through DVRT later transitioned into the Housing First program, demonstrating the importance of connecting survivors from immediate crisis response to long-term housing stability.

**2025 Data**

**Law Enforcement & Medical Collaboration**

- 230 Domestic Violence Response Team reports. 71% involved individuals with SLT area ZIP codes.
- 167 referrals received from the South Lake Tahoe Police Department
- 15 in-person law enforcement advocacy responses
- 5 hospital advocacy responses

**Emergency Safety**

- 27 individuals received emergency motel assistance
- 109 emergency family bed nights provided
- 13 adults and 614 children safely housed through emergency motel placements

**Counseling**

- 106 survivors received domestic violence-specific therapy
- 1217 therapy sessions provided
    - 1040 adult therapy sessions serving 88 adults
    - 177 child therapy sessions serving 18 children

**Long-Term Stability**

- 17 survivors who initially entered services through DVRT later transitioned into the Housing First program, demonstrating the importance of connecting survivors from immediate crisis response to long-term housing stability.

**Trends and Continued Impact**

The Domestic Violence Response Team continues to demonstrate sustained utilization across the community. While year-to-year numbers fluctuate based on reporting patterns and survivor needs, several trends have emerged.

Emergency motel assistance has increased substantially over the past several years, reflecting both growing housing challenges within the community and the importance of having flexible emergency resources available for survivors fleeing violence. The number of survivors transitioning from the Domestic Violence Response Team into VRC's Housing First Program has also steadily increased, demonstrating stronger connections between immediate crisis response and long-term housing stability.

Counseling services remain one of the most utilized components of the program, with hundreds of survivors and children receiving trauma-informed therapy each year. The continued demand for these services underscores that recovery from domestic violence extends well beyond the initial incident and often requires ongoing therapeutic support.

While the majority of individuals served are local residents, each year a meaningful percentage of survivors are visitors or individuals from outside the South Lake Tahoe area. In 2025, nearly one in five identified DVRT clients resided outside the Tahoe Basin. These cases often require additional coordination, including emergency lodging, transportation, and connections to victim service agencies in other communities to ensure survivors can safely return home and continue receiving support after leaving South Lake Tahoe. This underscores the importance of maintaining a robust local response system that is equipped to serve both residents and visitors in a destination community.

Together, these trends demonstrate that the partnership is not only responding to immediate crises but also helping survivors achieve long-term safety, healing, and stability.

**Why This Partnership Matters**

The Domestic Violence Response Team ensures that no survivor has to navigate these challenges alone. By providing immediate access to advocacy, counseling, emergency housing, legal support, and ongoing case management, the partnership creates a seamless continuum of care that improves both survivor outcomes and public safety.

The period immediately following an incident is often one of the most dangerous and overwhelming times for survivors. During this time, survivors must navigate safety concerns, housing instability, medical care, legal proceedings, financial uncertainty, and the emotional impacts of trauma.

The Domestic Violence Response Team bridges this critical gap by ensuring survivors receive immediate access to advocacy and ongoing support.

Through this partnership:

- Survivors receive immediate emotional support and safety planning.
- Law enforcement can connect survivors directly to specialized services.
- Survivors are more likely to access counseling, housing, legal advocacy, and community resources.
- Children exposed to violence receive therapeutic support that promotes healing and resilience.
- Families are connected to long-term housing and stabilization services that reduce future crises.

**Community Impact**

Domestic violence carries significant costs for communities that extend far beyond individual incidents. National research has shown that intimate partner violence contributes to increased healthcare expenditures, emergency medical services, law enforcement response, court costs, lost workplace productivity, homelessness, child welfare involvement, and long-term behavioral health needs.

By investing in a coordinated response model, the City of South Lake Tahoe helps reduce these long-term community costs while improving safety and outcomes for survivors.

The Domestic Violence Response Team allows survivors to access services earlier, reducing barriers to safety and increasing the likelihood that individuals and families can avoid repeated violence, homelessness, or prolonged involvement with emergency systems.

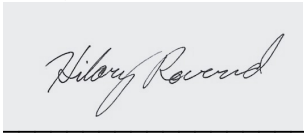
Equally important, the partnership strengthens collaboration between law enforcement, healthcare providers, prosecutors, victim advocates, and community organizations, creating a more efficient and effective public safety response for the entire community.

For nearly two decades, the partnership between the South Lake Tahoe Police Department and VRC has demonstrated that when agencies work together, survivors receive better support, public resources are used more effectively, and our community becomes safer and more resilient.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**8

**Agenda Item:**

Agreement with Lake Tahoe Unified School District to Provide School Resource Officer for 2026/27 School Year

**Executive Summary:** This resolution approves a Memorandum of Agreement between the City and Lake Tahoe Unified School District (LTUSD) for the assignment of a School Resource Officer (SRO) during the 2026â€“2027 school year. The current agreement is set to expire, and this renewed MOA will allow the Police Department to continue providing School Resource Officer services to the school district. The resolution also approves reimbursement from LTUSD in the amount of $101,730.

**Requested Action / Suggested Motions:**

Pass a resolution approving a Memorandum of Agreement for the Police Department to dedicate a School Resource Officer for the 2026-2027 school year and approve budget with up to $101,730.00 reimbursement from Lake Tahoe Unified School District (LTUSD).

**Responsible Staff Member:** Lt. Russell Liles

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff_Report_-_School_Resource_Officer_(1) 2026-2027 roberson edit.docx
02-Resolution - School Resource Officer Agreement with LTUSD.docx
03-Exhibit A SRO Agreement with LTUSD.docx

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

**Meeting Date:** August 11, 2026

**Title:** School Resource Officer Agreement

**Location:** Citywide

**Responsible Staff Member:** Lt. Russell Liles (530) 542-6120

**Background:** The South Lake Tahoe Police Department is very supportive of the Lake Tahoe Unified School District and has developed a working partnership with the District by being committed to a variety of programs and services that will continue to reduce truancy, juvenile delinquency, and overall crime in our community. For the past 30 years, one of the ways the Department and the District have partnered together is through the School Resource Officer (SRO) program.

The SRO plays a vital role in promoting a safe and supportive learning environment at South Tahoe High School and provides assistance to other schools in the city as needed. In addition to addressing school-related criminal matters and safety concerns, the SRO builds meaningful relationships with students, acting as a trusted mentor and positive role model. Through daily interactions, the SRO offers support and guidance on a range of issues—from academic and personal challenges to complex situations involving family dynamics or community influences.

The SRO program is a vital resource for both the School District and the broader community. Its positive influence on students and their families continues to make a meaningful impact, contributing to a safer and more supportive environment for everyone.

In 2024, an SRO presentation was completed to the Police Advisory Commission (PAC). The PAC later briefed Council with a Commission report. The PAC expressed their support of the SRO program and the continuous collaboration between LTUSD and the City of South Lake Tahoe to have a police officer in our schools.

**Issue and Discussion:** This item is before the City Council for approval of the attached Memorandum of Agreement concerning the operation of the School Resource Officer (SRO) Program between the City of South Lake Tahoe Police Department, and the Lake Tahoe Unified School District. The Agreement requires the Police Department to provide one Police Officer for the 2026-27 school year and for the District to reimburse the City in the amount up to $101,730.00 for this officer. This amount pays the salary, and incentives pay rate of the Police Officer for the nine- month school year.

While this MOU provides for the assignment of and reimbursement for a single School Resource Officer, the Police Department intends to provide a second SRO so that both South Tahoe High School and South Tahoe Middle School have an assigned SRO.

On February 24, 2026 the City Council passed Resolution 2026-021 which authorized an amendment of the 2025-2026 List of Allocated Permanent Positions, increasing police officer positions from 31 to 33 full time employees. This resolution was passed for the purpose of staffing the Marine Safety Unit (Police Boat) with those two full time employees in response to increasing enforcement action by CalPERS on retired annuitant officers jeopardized how the Marine Safety Program was currently staffed. While the boat season and the school season are misaligned, the available off-season hours from the full-time marine safety officers allow flexibility to assign an additional SRO to STMS.

In discussions with LTUSD, they have identified budget constraints that limit their ability to pay for a second SRO at this time; however, they have agreed to modify the basis of their payment for the single SRO. In prior agreements, the SRO reimbursement from LTUSD was a portion of the base rate of a police officer. LTUSD has agreed to pay for nine months (a school year) of the fully burdened police officer rate; that is the MOU at issue here.

The Police Department is of the belief that continuing the SRO program and extending it to STMS improves campus safety and crisis response time, builds positive mentoring/modeling relationships between students and law enforcement, supports prevention and early intervention, strengthens school emergency planning and preparedness, provides education on safety and responsible decision making, and serves as a trusted resource for staff, students, and families.

**Financial Implications:** There will be no additional burden to the general fund for the School Resource Officer. This position has been budgeted as an existing allocation for the Police Department. The District will reimburse the Department in the amount of $101,730.00.

Once received, these funds will be applied to account # 100 02110 34210

**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 proposed agreement with LTUSD supports the following strategic priorities:

Priority 3 – Ensure Public Safety

# Resolution 2026-XXX

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

**August 11, 2026**

**Memorandum of Agreement with the Lake Tahoe Unified School District for a School Resource Officer (SRO) for the 2026-2027 School Year with Budget for Reimbursement from LTUSD to the City in the amount up to $101,730.00**

## BACKGROUND

A. The South Lake Tahoe Police Department is very supportive of the Lake Tahoe Unified School District and has developed a working partnership with the District by being committed to a variety of programs and services that will continue to reduce truancy, juvenile delinquency, and overall crime in our community. For the past 30 years, one of the ways the Department and the District have partnered together is through the School Resource Officer (SRO) program.

B. In 2024, an SRO presentation was completed to the Police Advisory Commission (PAC). The PAC later briefed Council with a Commission report. The PAC expressed their support of the SRO program and the continuous collaboration between LTUSD and the City of South Lake Tahoe to have a police officer in our schools.

C. The Agreement between the City of South Lake Tahoe Police Department and the Lake Tahoe Unified School District requires the Police Department to provide one Police Officer for the 2026-2027 school year and for the District to reimburse the City in the amount up to $101,730.00 for this officer. The amount pays the salary and incentives pay rate of the Police Officer's salary for the nine-month school year

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

1. Authorizes and directs the Mayor to execute the SRO memorandum of agreement with LTUSD for the 2026-2027 school year, which is attached hereto as Exhibit "A."

2. Authorizes budget up to $101,730.00 from the Lake Tahoe Unified School into the Police Special Services account for Fiscal Year 2026-2027 as follows:

| | | |
|---|---|---|
| 10002110-34210 | Police Special Services | (+) $101,730.00 |

Adopted by the City of South Lake Tahoe City Council on August 11, 2026 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

**MEMORANDUM OF AGREEMENT**
**OPERATION OF THE SCHOOL RESOURCE OFFICER PROGRAM**
**JULY 1, 2026 - JUNE 30, 2027**

**WHEREAS,** the Police Department of the City of South Lake Tahoe ("City") desires to make available to the Lake Tahoe Unified School District ('District") the services of one School Resource Officer ("SRO"); and

**WHEREAS,** the District desires to have said services available for use to fulfill the goal of safe, secure, and drug free schools; and

**WHEREAS,** the City is willing to provide the personnel resources to operate said program upon the payment of a portion of the costs by the District.

**NOW, THEREFORE,** for and in consideration of the mutual promises herein set forth, the City of South Lake Tahoe and the Lake Tahoe Unified School District agree as follows:

1. City shall provide one sworn Police Officer to conduct resource programs at school locations to be designated by the School District, as police department personnel deployment allows, and at such times as may be mutually agreed upon between the chief executive officer of the District and the City Manager, of the City or their designees. The City will be responsible for compensation of all police employees who are assigned to conduct resource programs at school locations, including compensation for necessary overtime hours and the health and/or retirement benefits of police employees.

2. The District agrees to reimburse the City for the 2026-2027 school year (from July 1, 2026 to June 30, 2027), an amount not to exceed One hundred-one Thousand Seven Hundred Thirty dollars ($101,730.00). The $101,730.00 is for the salary and incentives pay rate of the Police Officer over a period of nine (9) months.

3. This agreement may be terminated by any party hereto upon ten (10) days written notice, first class mail, postage prepaid, to the chief executive officer of the non-canceling party. Upon such cancellation and subject to the ceiling described in Paragraph two above, City shall be reimbursed for the actual hours expended and administrative charges as of the date of cancellation.

4. District shall reimburse City upon receipt and approval of an invoice showing the hours expended and administrative charges, in accordance with the customary payment processes of the District. The invoices shall be submitted to the District by June 30, 2027.

5. City reserves the right to temporarily withdraw any or all assigned personnel for the duration of an emergency situation that arises. After any withdrawal, assigned personnel shall be returned to their regular assignment as soon as practical. If the withdrawal is protracted, affected positions may be backfilled by the City. Whenever assigned personnel are withdrawn from the District jurisdiction for an emergency assignment, notification shall be provided to the District Superintendent without delay. The Chief of Police or his designee shall have final discretion on emergency reassignment decisions related to any SRO.

6. The relationship between the City and District and their respective employees as provided herein shall be that of an independent contractor. No agency, joint powers agreement, or other relationship is created or intended to be created by this agreement.

7. The City shall indemnify and defend the District against, and hold harmless from any and all loss, damage and liability for damages, including attorney's fees or other costs of defense incurred by District, whether from damages to or loss of property, or injury to or death of District officers, agents and employees, which shall in any way arise out of or be connected by City's operation hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of District.

8. The District shall indemnify and defend the City against, and hold harmless from any and all loss, damage and liability for damages, including attorney's fees or other costs of defense incurred by City, whether from damages to or loss of property, or injury to or death of City officers, agents and employees, which shall in any way arise out of or be connected by District's operation hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of City.

9. This agreement may be terminated by either party upon ten (10) days of written notice, first class mail, postage prepaid, to the following:

To City: Manager
City of South Lake Tahoe
1901 Airport Road
South Lake Tahoe, CA
96150

To District: Superintendent
Lake Tahoe Unified School District
1021 Al Tahoe Blvd.
South Lake Tahoe, CA 96150

10. This agreement shall take effect upon the approval of the governing bodies of the parties hereto.

IN WITNESS WHEREOF, this agreement is dated August 11, 2026, in South Lake Tahoe, California.

CITY OF SOUTH LAKE TAHOE

BY:_____
Cody Bass, Mayor

Date:_____

ATTEST

BY:_____

Date:_____
Susan Blankenship, City Clerk

LAKE TAHOE UNIFIED SCHOOL DISTRICT

BY:_____
Dr. Todd Cutler, Superintendent

Date: _____

Approved as to Form

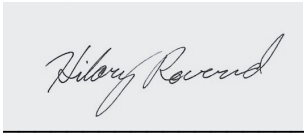
BY: _____

Date:_____
Sergio Rudin, Interim City Attorney

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**9

**Agenda Item:** Parks Foundation Scholarship Memorandum of Understanding

**Executive Summary:** The South Tahoe Parks Foundation's (Foundation) mission is to protect, enhance and add value to the South Lake Tahoe Community Parks and Recreation facilities and programs by developing and supporting community sponsorships and partnerships. The Foundation and City desire to collaborate on a scholarship program to be administered by the Parks & Recreation Department under guidelines established in the proposed Memorandum of Understanding. This scholarship program would be made available to community members to help defray the costs of City recreation programs, event registration and passes for the Multigenerational Recreation & Aquatics Center.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to execute a Scholarship Memorandum of Understanding with the South Tahoe Parks Foundation.

**Responsible Staff Member:** John Stark, Director of Parks & Recreation

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff_Report_-_Parks_Foundation_Scholarship_MOU.docx
Foundation_Scholarship_MOU_7.16.26-c1.docx
03-Recreation Scholarship Application.docx

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

## Meeting Date: August 11, 2026

**Title:** South Tahoe Parks Foundation Scholarship MOU

**Location:** New Multigenerational Recreation & Aquatics Center

**Responsible Staff Member:** John Stark, Director of Parks & Recreation

**Background:** The South Tahoe Parks Foundation's (Foundation) mission is to protect, enhance and add value to the South Lake Tahoe Community Parks and Recreation facilities and programs by developing and supporting community sponsorships and partnerships.

The Foundation and City desire to collaborate on a scholarship program to be administered by the Parks & Recreation Department under guidelines established in the proposed Memorandum of Understanding (MOU). This scholarship program would be made available to community members to help defray the costs of City recreation programs, event registration and passes for the Multigenerational Recreation & Aquatics Center.

**Issue and Discussion:**. Staff requests that the City Council approve the Memorandum of Understanding (MOU) with the South Tahoe Parks Foundation and authorize the Mayor to execute the agreement. Approval of the MOU will establish a partnership under which the Foundation will solicit and accept donations to fund recreation scholarships, while the City's Parks & Recreation Department will administer the scholarship program in accordance with the eligibility criteria and procedures established in the MOU.

Scholarships will be available to eligible community members to help offset the cost of qualifying recreation programs, event registrations, and Multigenerational Recreation & Aquatics Center passes. Individual scholarship awards will be limited to a maximum of $200 per recipient annually, subject to available funding.

The MOU establishes administrative and financial controls to ensure transparency and accountability. Scholarship funds received from the Foundation will be restricted exclusively for scholarship purposes. Scholarship eligibility and award decisions will be made by City staff in accordance with the adopted program guidelines, ensuring a fair and consistent application process. The City will maintain records of scholarship awards, perform an annual reconciliation of scholarship funds, and provide periodic reports to the Foundation documenting scholarship expenditures, remaining balances, and program utilization. These measures provide appropriate oversight and accountability for both the City and the Foundation.

**Financial Implications:** Donations would be accepted by the Foundation and transferred to the City annually to support scholarships. Donated funds will initially be deposited into Recreation

Center Facilities and Operations custodial account 704-04290-36280 (Contributions and Donations). At the end of each fiscal year, funds corresponding to approved scholarship expenditures will be transferred to General Fund Recreation Center account 100-04220-36364. Individual awarded scholarships will be limited to $200 annually. Any remaining funding would be rolled over to the funds available from the Foundation to the City for scholarships for the following year. The City would report to the Foundation annually about scholarship funds received, awarded, and carried forward.

**Environmental Considerations:** The proposed action accepting grant funds is not a “project” under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity such as purchases for supplies and personnel-related actions.

**Policy Implications:** 7.7 Continue to improve access for people of all abilities to all public spaces.

**CITY OF SOUTH LAKE TAHOE**

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into as of the _____ day of _____ 2026 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and the **South Tahoe Parks Foundation**, a California 501(c)(3) charitable organization ("Foundation").

## RECITALS

A. The City constructed a new Multigenerational Recreation and Aquatic Center ("Rec Center"), which opened in April 2026.

B. The South Tahoe Parks Foundation is soliciting charitable contributions to assist with scholarships for recreation programs, events, and passes (excluding day passes) at the Rec Center and other City facilities pursuant to the City's Donation, Sponsorship, and Naming Rights Policy, dated September 2022 ("Policy").

C. The parties desire to collaborate on this scholarship program under the terms of this Agreement.

## AGREEMENT

1. Fundraising. The Foundation shall advertise the opportunity for scholarships to help defray the costs of City recreation programs, event registration, and passes, and the Foundation shall solicit donations to support these scholarships, including on its website. The Foundation will determine by May 15 of each year to how much funding will be made available to transfer to the City for scholarships for the year. Funds earmarked for scholarships will be accepted by the Foundation and transferred to the City, to be provided by the Foundation to the City by October 1 of each year.

2. Eligible programs. Scholarship funds may be used only towards City recreation programs, event registration, and passes (excluding day passes).

3. Scholarship eligibility. The Foundation shall draft and provide to the City scholarship eligibility criteria. City staff will verify income eligibility based on the criteria provided by the Foundation.

4. Application process for scholarships. Applications for scholarships shall be made to the City on the form attached hereto as Exhibit "A," and the City will review applications for eligibility and register eligible applicants for the program or event. Each individual is limited to $200 in scholarship funds per year.

5. Accounting. The City shall track and monitor the total scholarship funds awarded, remaining annual balance, and compliance with the limit of $200 in scholarship funds per year per individual. The City initially intends to use CivicRec software for reporting and tracking purposes. The City will report to the Foundation annually, no later than December 1 of each year, how the scholarship funds were used. If funds are remaining at the end of the City fiscal year, such funds will carry forward to contribute to the next year's funding.

6. Term and Termination. The term of this Agreement is five years. This Agreement may be terminated by City or Foundation for cause or without cause upon thirty days (30) days written notice of termination.

7. Compliance with Laws. The City and Foundation shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out their respective duties under this Agreement. The City and Foundation 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 under this Agreement. Neither party, its officials, officers, elected officials, appointed officials and employees shall be liable at law or in equity as a result of any failure of the other party to comply with this section.

8. Licenses. The Foundation represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required to perform its work under this Agreement. The Foundation represents and warrants to City that the Foundation 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. The Foundation shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement.

9. 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: Director of Parks & Recreation Department
City of South Lake Tahoe
1100 Rufus Allen Blvd.
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 South Tahoe Parks Foundation:

South Tahoe Parks Foundation

PO Box 9967

South Lake Tahoe, CA 96158

10. 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 the Foundation. Assignments of any or all rights, duties or obligations under this Agreement will be permitted only with the express consent of City. The Foundation shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. Nothing in the Agreement shall create any contractual relationship between City and subcontractor.

11. 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.

12. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his or her 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.

13. 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.

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

15. 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.

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

17. 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.

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

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

CITY OF SOUTH LAKE TAHOE:

By_____

Cody Bass, Mayor

Date _____

SOUTH TAHOE PARKS FOUNDATION:

By _____

Jerry Bindel, Chair

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____ Date _____

Interim City Attorney

ATTEST:

By_____ Date _____

City Clerk

Attachments:

Exhibit A – Scholarship Application Form

**EXHIBIT A**

**SCHOLARSHIP APPLICATION FORM**

# Recreation Scholarship Application (DRAFT)

### Program Overview

The South Lake Tahoe Parks & Recreation Scholarship Program helps ensure that financial barriers do not prevent community members from participating in recreation opportunities. Scholarships are funded through the South Tahoe Parks Foundation and are awarded based on financial need and available funding.

Approved applicants may receive up to $200 per individual per year to support participation in eligible Parks & Recreation programs and activities.

Scholarship funds may be used for:

- Recreation programs and classes
- Eligible Parks & Recreation events
- Multigenerational Recreation & Aquatics Center passes

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# Applicant Information

**Applicant Name:** _____

**Date of Birth:** _____

**Parent/Guardian Name (if applicant is under 18):**

**Address:** _____

**City / State / Zip:** _____

**Phone Number:** _____

**Email Address:** _____

---

# Household Information

**Total number of people living in household:**

☐ 1
☐ 2
☐ 3
☐ 4
☐ 5
☐ 6
☐ 7
☐ 8+

**Total annual household income (before taxes):**

$ _____

---

# Scholarship Request

Please list the program(s), event(s), or pass discount you would like to use the scholarship toward.

**Program/Event/Pass Session Date Fee**

**Total amount requested:** $ _____

*(Maximum scholarship award is $200 per individual per year.)*

---

# Required Documentation

Please attach **one of the following** to verify household income:

☐ Most recent tax return

☐ Two recent pay stubs
☐ Proof of public assistance (CalWORKS, SNAP, Medi-Cal, etc.)
☐ Other income documentation _____
☐ Hardship Statement (please briefly describe you situation and why financial assistance is needed _____

Sensitive information such as Social Security numbers may be blacked out.

---

# Program Expectations

Scholarship recipients agree to the following:

- Scholarship funds are non-transferable and non-refundable.
- Scholarship approvals are valid for up to 12 months and subject to available funding.
- Scholarships may only be used for eligible Parks & Recreation programs, events, or passes.
- Unused scholarship funds will expire after 12 months from when they were allocated.
- Scholarships may not be used for facility rentals.
- Approval amounts may vary depending on household income and program availability.
- Submission of this application does not guarantee approval.

---

# Certification

I certify that the information provided in this application is true and correct to the best of my knowledge. I understand that submitting false information may result in denial or revocation of scholarship assistance.

**Applicant / Parent or Guardian Signature**

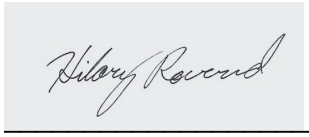
Signature: _____

Date: _____

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**10

**Agenda Item:** Acceptance of FAA Grant and Caltrans AIP Grants in the amount not to exceed $561,749.00.00 for Airport Runway 18/36 Pavement Maintenance and Award of Contract for Airport Pavement Maintenance to American Road Maintenance, Inc. in Amount of $433,140

**Executive Summary:** Lake Tahoe Airport is looking to extend the life of the current Runway 18/36 pavement through a pavement maintenance grant and local funding. This project will consist of crack seal, seal coat, and paint to help continue the life of the pavement until replacement. The Airport would like to award $433,140.00 to American Road Maintenance inc. for this project. Budget appropriations will include a 10% Contingency. The Federal Aviation Administration (FAA), which includes Airport Improvement Program (AIP) money amount will be $535,000.00, with the state matching up to 4.5 percent of the AIP money, which will be $26,749.00. Finally, the Airport's total amount out of pocket with contingency will be $57,728.00

**Requested Action / Suggested Motions:** 1) Pass a Resolution authorizing the Airport Manager to Accept FY 2026 Federal Aviation Administration Airport Improvement Program (AIP) Grant (3-06-0249-053-2026) in the amount of $535,000, upon award accept FY 2026 Caltrans AIP Matching Grant for Lake Tahoe Airport in the amount of $26,749, and to authorize the Finance Director to appropriate additional project funding for the Runway 18/36 Pavement Preservation Project; and 2) Pass a motion authorizing and directing the Mayor to execute an agreement with American Road Maintenance, Inc. for Airport Pavement Rehab for a total not to exceed amount of $433,140.00.

**Responsible Staff Member:** Milan Jevic, Acting Airport Manager

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Finance Director Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff_Report_-_Acceptance_of_FAA_Grants_and_Contract_with__American_Road_Maintenace_2.docx

03-TVL AIP 053 BID TAB PACKAGE

04-2026 TVL AIP 053 Runway Pavement Maintenance Project American Road Maintenance Contract Agreement

02-RESOLUTION TO ACCEPT FAA AIP-CALTRANS GRANTS

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

## Meeting Date: August 11, 2026

**Title: Acceptance of FAA Grant and Award of Construction Contract for Airport Pavement Maintenance to American Road Maintenance, Inc.**

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

**Responsible Staff Member:** Milan Jevic, Acting Airport Manager

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

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

Staff would like to extend the existing runway pavement's useful life, maintain the pavement condition for the safe operation of aircraft, and minimize the potential for foreign object debris (FOD) and other environmental issues. The Runway 18/36 Pavement Preservation project will be designed by Consultant Jviation, a Woolpert company, under Amendment 8, which was authorized and executed on March 24, 2026, pursuant to Resolution No. 2026-032. The project will be constructed in accordance with current requirements, regulations, rules, policies, grant assurances, and Advisory Circulars (ACs). The plans, specifications, and bid addendum 1 for the Runway 18/36 Pavement Maintenance Project were approved by the City Engineer pursuant to the authority granted in Resolution 2006-066.

**Issue and Discussion:** The pavement rehab project was advertised on Planet Bids on April 2, 2026 after City Council approval to apply for the grants was given in April 2026 by unanimous decision 5-0. The City received six (6) bids. Bids were opened and publicly read on May 4, 2026 and the lowest responsive and responsible bidder was American Road Maintenance, Inc. for $433,140.00 for Base Bid.

In addition to the construction contract, the project will incur an estimated $1,434 cost for the required invitation for bid advertising. Design services under Amendment 8 with Jviation, a Woolpert Company, totaled $128,583. The total budget appropriation for the design contract was $141,441, which included

10% contingency. The design costs were initially funded from the Airport cash balance and will be reimbursed through FAA and Caltrans grant funding.

Upon execution of FAA grant award, the Lake Tahoe Airport recommends awarding the Construction Contract to American Road Maintenance, Inc. for the base bid and accept the federal and state grant applications for a total project amount of $563,157.00, plus 10% contingency in the amount of $56,320.00.

The Federal Aviation Administration allows general aviation airports to appropriate 95% Federal share for Airport Improvement Program grants and requires the airport sponsor to contribute a 5% match from a combination of state or local sources. The California Transportation Commission, pursuant to the Public Utilities Code section 21683.1, provides 4.75% of Federal Aviation Administration grants to airports as matching funds, certifying local funding availability of 0.25% of total project costs.

The Interim Airport Manager recommends accepting a grant application from the FAA for $535,000.00 of Non-primary Entitlement of FY 2026 AIP funding.

Staff also plans to submit and accept a matching grant application to CALTRANS for the update of the Lake Tahoe Airport Runway 18/36 Pavement Maintenance in the amount of $26,749.00 (4.75%). The application for federal and state grants has already been approved by the council, as well as the authorization to contract with the Consultant Jviation, a Woolpert Company for design, bidding, and construction management.

*Staff Recommendation:*

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

**Financial Implications:** This project has been approved by the FAA and is looking for acceptance of award and for authorization of the Finance Director to appropriate the budget in account# 501-80052 as follows:

**2026 AIP Grants: Lake Tahoe Airport Runway 18/36 Pavement Maintenance**

Project cost (Expenses)
Construction Contract: $433,140
Design Services (Jviation, a Woolpert Company): $128,583.00
Bid advertising: $1,434
Contingency for Project Construction and Design (10%): $56,320
Total Project Appropriations Required: $619,477
Less:
Previously Appropriated (Design Services): $141,441
Additional Appropriations Requested: $478,036

Project Revenues
-FAA AIP = $535,000.00
-State= $26,749.00

Total Airport net cost after reimbursement of all monies is
$57,728.00

The entire project will be funded by federal, state and Airport Enterprise funds.
NO GENERAL FUNDS WILL BE USED

**Environmental Considerations:** The project is exempt from review under CEQA Guidelines section 15301(d) (Existing Facilities - restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety).

**Policy Implications:** This pavement maintenance project will extend the useful life of the airfield pavements until the next rehabilitation and reconstruction project in 5-7 years.

WOOLPERT

**Lake Tahoe Airport**
South Lake Tahoe, CA
AIP PROJECT NUMBER: 3-06-0249-054-2026
Public Works Contract No. 501852, Formal Bid No. 26-501852-BN1

BID OPENING
DATE: May 4, 2026
TIME: 10:00 A.M. (LOCAL TIME)

**Base Bid Schedule I: Runway 18/36 Pavement Maintenance**

| | Engineer's Estimate | American Road Maintenance Inc. | CR Contracting, LLC. | Hi-Lite Airfield Services, LLC. | Sierra Nevada Construction, Inc. | Maxwell Asphalt, Inc. | Q&D Construction, LLC. |
|---|---|---|---|---|---|---|---|
| Document 00400 - Bid Proposal | √ | √ | √ | √ | √ | √ | √ |
| Document 00410 - Bidder's Bond | √ | √ | √ | √ | √ | √ | √ |
| Document 00420 - Designation of Subcontractors | √ | √ | √ | √ | √ | √ | √ |
| Document 00423 - Verification of DIR Compliance | √ | √ | √ | √ | √ | √ | √ |
| Document 00424 - CARB CRC Compliance | √ | √ | √ | √ | √ | √ | √ |
| Document 00425 - Self-Performance Declaration | √ | √ | √ | √ | √ | √ | √ |
| Document 00430 - Debarment and Suspension Certifications | √ | √ | √ | √ | √ | √ | √ |
| Document 00432 - Non-Collusion Declaration | √ | √ | √ | √ | √ | √ | √ |
| Document 00435 - Worker's Compensation Certification | √ | √ | √ | √ | √ | √ | √ |
| Document 00440 - Business and Professions Code Sections 7028.15 and 7031 Statement | √ | √ | √ | √ | √ | √ | √ |
| Document 00450 - Bidder's Statement of Financial Responsibility, Technical Ability and Experience | √ | √ | √ | √ | √ | √ | √ |
| Document 00465 - Non-Lobbying Certification | √ | √ | √ | √ | √ | √ | √ |
| Document 00466 - Disclosure of Lobbying Activities | √ | √ | √ | √ | √ | √ | √ |
| Document 00476 - Buy American Certification | √ | √ | √ | √ | √ | √ | √ |
| Document 00477 - Certificate of Buy American Compliance for Manufactured Products | √ | √ | √ | √ | √ | √ | √ |
| Document 00478 - Buy American Waiver Request | √ | √ | √ | √ | √ | √ | √ |
| Document 00479 - Buy American Conformance Listing | √ | √ | √ | √ | √ | √ | √ |
| Document 00490 - Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Conviction | √ | √ | √ | √ | √ | √ | √ |
| Document 00635 - Warranty/Guaranty Form | √ | √ | √ | √ | √ | | |
| Document 00640 - Acknowledgement of City Code | √ | √ | √ | √ | √ | | √ |
| Document 00650 - Bid Document Certification | √ | √ | √ | √ | √ | | √ |
| Addendum No. 1 | √ | √ | √ | √ | √ | √ | √ |
| Schedule I | $ 523,039.00 | $ 433,140.00 | $ 498,212.50 | $ 498,861.41 | $ 603,947.00 | $ 558,377.50 | $ 16,179,620.00 |
| Total Base Bid Cost (Schedule I) | $ 523,039.00 | $ 433,140.00 | $ 498,212.50 | $ 498,861.41 | $ 603,947.00 | $ 558,377.50 | $ 16,179,620.00 |
| Compensable Delay | $ - | $ - | $ 600.00 | $ 333.00 | $ 60.00 | $ 900,000.00 | $ 60,000.00 |
| Total Base Bid Cost (Schedule I) plus Compensable Delay | $ 523,039.00 | $ 433,140.00 | $ 498,812.50 | $ 499,194.41 | $ 604,007.00 | $ 1,458,377.50 | $ 16,239,620.00 |

- Denotes apparent and responsible low bidder

# AGREEMENT

**DOCUMENT 00500 - AGREEMENT**

## City Of South Lake Tahoe

**DIVISION OF THE AIRPORT**

**AGREEMENT**

**for**

**Runway 18/36 Pavement Maintenance**
**PWC 501852**
**CITY BID NO. 26-501852-BN1**
**FEDERAL AID PROJECT NO. 3-06-0249-053-2026**

THIS AGREEMENT is made and entered into this 12th day of August, 2026, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and American Road Maintenance, Inc., herein designated as "Contractor."

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

**ARTICLE 1 — THE WORK**

Contractor agrees to furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, the **Runway 18/36 Pavement Maintenance**, as required pursuant to the Contract Documents.

**ARTICLE 2 — COMMENCEMENT AND COMPLETION**

The Work to be performed under this Agreement shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents to achieve Final Completion of the Work (as defined at Section 9.9 Special Provisions) within **8 calendar days** after the date commencement of the Work is authorized as set forth in the Notice to Proceed (the "Contract Time"). ***No grading or excavation or other land disturbance will be allowed between October 15th and May 1st; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Bid Documents.***

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein,

plus any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, and pursuant to the Contract Documents, the City and the Contractor agree that as liquidated damages (but not as a penalty), the Contractor shall pay the City the sum of $1,500 for each calendar day beyond Final Completion (per Document 00100, Article 1.04.A.3).

In accordance with the Contract Documents, including, without limitation Document 00400.4.2 ("Bid Proposal"), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay, if any, is zero dollars, the amount set forth by Contractor in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (i.e., payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project. Delay costs that may arise from Compensable Delay, if any, beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

**ARTICLE 3 — CONTRACT PRICE**

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

| Base Bid Schedule I (Federal): Runway 18/36 Pavement Maintenance | | | | | | |
|---|---|---|---|---|---|---|
| Item No. | Spec. No. | Description | Unit of Measure | Est. Qty | Unit Cost ($) | Total Cost ($) |
| 1 | C-105a | Mobilization (10% Max) | LS | 1 | $43,000.00 | $43,000.00 |
| 2 | P-101a | Routed Crack Seal | LF | 2,200 | $2.00 | $4,400.00 |
| 3 | P-101b | Reseal Existing Crack Seal | LF | 33,000 | $1.30 | $42,900.00 |
| 4 | P-101c | Isolated Asphalt Pavement Repair | SF | 30 | $100.00 | $3,000.00 |
| 5 | P-608-Ra | Asphalt Surface Treatment with Aggregate | SY | 91,000 | $2.10 | $191,100.00 |
| 6 | P-608-Rb | Asphalt Surface Treatment without Aggregate | SY | 9,250 | $2.00 | $18,500.00 |
| 7 | P-608-Rc | Runway Friction Testing | LS | 1 | $5,000.00 | $5,000.00 |
| 8 | P-620a | Temporary Pavement Markings | SF | 1,120 | $2.00 | $2,240.00 |
| 9 | P-620b | Permanent Pavement Markings | SF | 81,000 | $1.50 | $121,500.00 |
| 10 | P-620c | Obliterate Existing Pavement Markings | SF | 300 | $5.00 | $1,500.00 |
| | | | | | **TOTAL CONTRACT SUM$** | **433,140.00** |

For the Total Contract Sum of Four Hundred Thirty Three Thousand One Hundred Forty dollars and Zero cents.
The above Total Contract Sum includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in the above schedule multiplied by the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with the Contract Documents.

**ARTICLE 4 — PREVAILING WAGES**

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

Attention is directed to the federal minimum wage rate requirements as predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rate determined by the Director of Industrial Relations for similar classifications of labor, the Contractor and Subcontractor(s) shall pay not less than the higher wage rate.

In compliance with Senate Bill 854 and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

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

**ARTICLE 5 — CONTRACT DOCUMENTS**

**The Agreement includes and incorporates by reference the Contract Documents for the Project, which consists of the following documents:**

(a) Notice to Bidders (Document 00100);

(b) Instructions to Bidders (Document 00200);

(c) Bid Proposal (Document 00400);

(d) Bidder's Bond (Document 00410);

(e) Designation of Subcontractors (Document 00420);

(f) Verification of Contractor and Subcontractor DIR Registration (00423)

(g) Self-Performance Declaration (Document 00425);

(h) Debarment and Suspension Certifications (Document 00430);

(i) Non-Collusion Declaration (Document 00432);

(j) Worker's Compensation Certification (Document 00435);

(k) Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440);

(l) Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450);

(m) Equal Employment Opportunity Certification (Document 00460);

(n) Non-Lobbying Certification (Document 00465);

(o) Disclosure of Lobbying Activities (Document 00466);

(p) Construction Contract DBE Commitment (Document 00471);

(q) DBE Information – Good Faith Efforts (Document 00475);

(r) Agreement (Document 00500);

(s) Payment Bond Form (Document 00610);

(t) Performance Bond Form (Document 00620);

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

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

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

(x) Bid Document Certification (Document 00650);

(y) The Standard Specifications of the State of California, Department of Transportation, dated 2023; the Standard Plans of the State of California, Department of Transportation, dated 2023, and the South Lake Tahoe Public Improvement and Engineering Standards;

(z) Special Provisions (which incorporate by reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2023; the Standard Plans of the State of California, Department of Transportation, dated 2023, and the South Lake Tahoe Public Improvement and Engineering Standards) (Document 00700);

(aa) Supplemental Conditions (Document 00800), if any;

(bb) General Requirements, if any;

(cc) Construction Progress Documentation (Document 01300);

(dd) Technical Specifications;

(ee) Contract Drawings;

(ff) Addenda (number 1, inclusive; and

(gg) Permits from other agencies as may be required by law.

**Exhibits to this Agreement are enumerated as follows:**

- Accepted Contractor's Bid attached hereto as Exhibit A;
- Escrow Bid Document Certification attached hereto as Exhibit B; and
- Insurance Certificates and Endorsements as Exhibit C.

**ARTICLE 6 — WORKERS' COMPENSATION**

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

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

**ARTICLE 7 — INDEMNITY AND INSURANCE**

To the fullest extent permitted by law, and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agents, the Architect/Engineer, the Project Manager and the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and as otherwise set forth in Contract Documents, including, without limitation, Section 7-1.05A of the Standard Specifications, as modified by Section 7.11 of the Special Provisions. The obligations of defense and indemnity set forth in this Article, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend), which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

Contractor shall maintain the insurance coverage described in Section 7-1.06 of the Standard Specifications, as modified by Section 7.12 of the Special Provisions, throughout the performance of the Agreement, including any maintenance, warranty and/or guaranty periods. This Agreement shall not be operative until evidence of such insurance has been provided to, and approved by, the City as to form, amount, and carrier. Contractor shall not allow any subcontractor

to commence Work at the Project until subcontractor provides evidence to Contractor and City that subcontractor has obtained insurance acceptable to the City.

**ARTICLE 8 — NOTICES**

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

| **Notices required to be given to City:** | **Notices required to be given to Contractor:** |
|---|---|
| **Public Works Director/City Engineer** | American Road Maintenance, Inc. |
| City of South Lake Tahoe | |
| 1740 D Street | 4554 E Eco Industrial Pl. |
| South Lake Tahoe, CA 96150-6251 | Tucson, AZ 85756 |

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

_____

_____

**ARTICLE 9 — MISCELLANEOUS**

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

**9.2 Assignment.** No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE

By _____
Cody Bass, Mayor,
City of South Lake Tahoe,
State of California

Contractor: ~~American Road Maintenance, In~~

By _____

Title _____

Business License No. _____

ATTEST:

By _____
Susan Blankenship, City Clerk

City of South Lake Tahoe

APPROVED AS TO FORM:

By _____
City Attorney

City of South Lake Tahoe

**END OF DOCUMENT 00500**

**Exhibit A**

Contractor's Accepted Bid

**Exhibit B**

Escrow Bid Documentation Certification

**Exhibit C**

Insurance Certificates and Endorsements

# Resolution 2026-XXX

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

**August 11, 2026**

## Authorizing the Airport Manager to Accept FY 2026 Federal Aviation Administration Airport Improvement Program (AIP) Grant (3-06-0249-053-2026) in the amount of $535,000, upon award accept FY 2026 Caltrans AIP Matching Grant for Lake Tahoe Airport in the amount of $26,749, and to authorize the Finance Director to appropriate additional project funding for the Runway 18/36 Pavement Preservation Project

### BACKGROUND

**A.** The Airport Manager is requesting to accept a 2026 AIP grant in the amount of $535,000 to fund the Runway 18/36 Pavement Maintenance Project with the FAA. This project will be funded 95% from the FAA ($535,000) and 4.75 % from Caltrans ($26,749), which will leave the City's contributions at 0.25% ($1,408).

**B.** The Airport Manager requests authority to submit a California Department of Transportation Airport Improvement Program Matching Grant application in the amount of $26,749, execute a grant agreement with the California Department of Transportation Aeronautics Division, accept the allocation of grant funds, and certify the availability of the City's 0.25% share of total AIP project cost matching funds.

**C.** The California Transportation Commission has adopted the 2025 Aeronautics Program for airport improvement projects and the Federal Aviation Administration San Francisco Airports District Office has accepted the 2026 Lake Tahoe Airport Capital Improvement Program.

**D.** The California Department of Transportation, pursuant to the Public Utilities Code and California Aid to Airports Program (CAAP) regulations, requires local government approval authorizing the application and certifying the availability of 0.25% total AIP project matching funds.

**E.** The Federal Aviation Administration under Title 49 § 47171, et seq. allows for general aviation airports to appropriate a 95% Federal share for Airport Improvement Program grants and requires the airport sponsor to contribute 5% match from a combination of state or local sources.

**F.** The Airport Manager recommends that the City of South Lake Tahoe, California submit an application for South Lake Tahoe Runway 18/36 Pavement Maintenance Project, which is included in the 2026 Caltrans Aeronautics Program and 2026 FAA Airport Capital Improvement Plan at the Lake Tahoe Airport.

**G.** The pavement rehab project was advertised on Planet bids on April 2, 2026. The city received three (3) bids. Bids were opened and publicly read on May 4, 2026 and the lowest responsive and responsible bidder was American Road Maintenance, Inc. for $433,140.00 for Base Bid. The total construction cost, including required invitation for bid advertising costs, is $434,574. The total project budget, including design services and a 10 percent contingency, is $619,477, of which $141,441 has previously been appropriated from the Airport cash balance. Additional appropriations in the amount of $478,036 are required to complete the project.

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

1. The City Council authorizes the Airport Manager to accept the allocation of Airport Improvement Plan funds for the Project at the Lake Tahoe Airport not to exceed $535,000.00.

2. The City Council authorizes the Airport Manager to accept the allocation of State AIP Matching funds for the project in the amount of not to exceed $26,749.00 and Authorizes execution of an AIP Matching Grant Agreement for this project.

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

4. The City Council authorizes the Finance Director to appropriate the budget in account 501-80052 as follows:
   33112 FAA Revenue: $535,000.00
   33214 State DOT Match: $26,749.00
   48030 Construction Expense: $478,036

5. The City Council directs that the City's match of 0.25% for AIP and other costs, not to exceed $57,728.00, will be paid by the Airport Cash Balance.

6. Adopted by the City of South Lake Tahoe City Council on August 11, 2026 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____

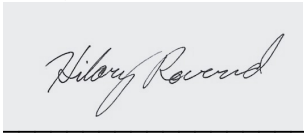
Susan Blankenship, City Clerk

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

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**11

**Agenda Item:** Approval of Amendment No. 3 to Professional Services Agreement (C-283-2025) with Sierra Con for Construction Management Services for the Energy Upgrades Project.

**Executive Summary:** The City entered into a contract with Willdan Energy Solutions in November 2024 for the City-Wide Energy Savings Project, and construction began in 2025. The City contracted SierraCon to provide construction management services for the project. The Energy Upgrades Project has been more challenging to manage that many of our other projects including the Multigenerational Recreation and Aquatic Center. Recent hirings in Public Works have relieved some of the resource constraints. However, The City now seeks to close out the contract with SierraCon and this amendment will modify the end date for the contract and the final compensation amount.

**Requested Action / Suggested Motions:** Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with SierraCon for an additional $88,601.06 to cover additional construction management services related to the Energy Upgrades Project for a total not-to-exceed amount of $118,466.06 and to end the services provided by SierraCon and to close out the contract with a final payment to compensate for the services provided by SierraCon through July 31, 2026.

**Responsible Staff Member:** Branden Gardella, Project Manager Public Works

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

**Attachments:**

- 03_SierraCon Exhibit A.pdf
- 04_Combined original contract and amendments 1 and 2.pdf
- 04_Combined original contract & amendments 1&2.pdf
- 01_StaffReport-Amendment_3-c1.docx
- 02_SierraCon_CM_Amendment3 (1)-c1.docx

# City of South Lake Tahoe
# Report to City Council

**Meeting Date: August 11, 2026**

**Title: Approval of Amendment No. 3 to Professional Services Agreement C-283-2025 with Sierra Con for Construction Management Services for the Energy Upgrades Project**

**Location:** City-Wide.

**Responsible Staff Member:** Branden Gardella, Project Manager, Public Works

**BACKGROUND:** The City-Wide Energy Savings Design-Build Project (Energy Upgrades Project) was contracted with Willdan Energy Solutions in November 2024. Construction efforts began in 2025. Due to the complexity of the project and limited available staff resources to effectively manage the implementation of the project, the City contracted SierraCon to provide construction management services within the authority of the Director of Public Works & City Manager.

The original contract has been amended twice to extend the termination date of the contract and to increase compensation. Amendment No. 1 extended the termination date to February 28, 2026. and increased the total compensation by $19,913. Amendment No. 2 extended the termination date to October 15, 2026. Amendment No. 2 was also increased the contract budget by approving a change order for $30,135.

Construction management services are integral to administration of an active capital project, including coordination, documentation, field oversight, schedule support, and continuity between prior project decisions and ongoing work.

**Issue and Discussion:** Initially the contract with SierraCon was intended to serve as a short term bridge to until Public Works hired new project managers to alleviate constraints on staff resources. However, the hiring process took much longer than anticipated and the services provided by SierraCon were extended. By the time a new project manager was hired and then started the position in late March 2026, SierraCon had developed intuitional knowledge about the project that was difficult to let go of.

The Energy Upgrades Project has been more challenging to manage that many of our other projects including the Multigenerational Recreation and Aquatic Center. The Energy Upgrades Project has required construction management support to assist with coordination, documentation, field oversight, and schedule administration during active implementation.

Given these challenges, had hoped to extend SierraCon through the end of the Energy Upgrades Project. In the subsequent review of a proposed amendment which would have come before council for approval, irregularities in the procurement of the services from SierraCon were identified. It was determined that extending the contract through the end of the Energy Upgrades Project was not the appropriate course of action.

Therefore, the purpose of this amendment is to end the services provided by SierraCon and to close out the contract with a final payment to compensate for the services provided by SierraCon through July 31, 2026.

Amendment 3 as attached revises the contract end date to July 31st to match the end of services provided and increase the compensation to compensate for work performed.

**Financial Implications:** Amendment No. 3 increases compensation by $58,476.06 , resulting in a revised total not-to-exceed contract amount of $118,466.06. There is currently sufficient funding available in Account No. 30160085-48033; therefore, no additional appropriation is needed at this time.

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

**Policy Implications:** The Energy Upgrades Project met several strategic priorities that have since been replaced with others.

# City of South Lake Tahoe
# Amendment No. 3 to Energy Upgrades Project, Construction Management Services with SierraCon, Inc. (C-283-2025)

The Professional Services Agreement C-283-2025 was entered into on November 24th, 2025, between the City of South Lake Tahoe, a municipal corporation ("CITY") and SierraCon, Inc. ("CONSULTANT") is hereby amended as set forth below.

## RECITALS

A. On November 24th, 2025, the city entered into the Agreement with Consultant to provide construction management services for the "Energy Upgrades" project not to exceed $9,950.
B. On February 4th, 2026 the agreement was amended to modify the Scope of Services to increase budget by approval of a change order for an additional $19,913 and extend time (C-038-2026).
C. On May 15th, 2026 the agreement was amended to extend time and approve a change order authorizing $30,135 (C-130-2026).
D. The parties desire to end the Agreement and discontinue Consultant's services as of July 31, 2026.
E. This amendment will modify the term and compensation such that Consultant is compensated for the completed services that were provided.

The terms of the Professional Services Agreement are hereby amended to read as follows:

**2. Term/Time of Performance.** The services by CONSULTANT are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than July 31st, 2026. Time is of the essence, and failure of CONSULTANT to perform the services required by this Agreement, as amended, by July 31st, 2026 shall constitute a material breach of this Agreement as amended.

**3. Compensation:** Compensation to be paid to the CONSULTANT, as defined within the original Agreement and as augmented by Amendment No. 1 and Amendment No. 2, is hereby increased by this Amendment No. 3 in the amount of $58,476.06 as described within Exhibit A of this Amendment 3 , Scope of Services attached hereto. In no event shall Consultant's compensation, including travel and out of pocket expenses, exceed $118,466.06 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 more than budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

**CITY OF SOUTH LAKE TAHOE**

By: _____
Cody Bass, Mayor

Date:_____

**CONSULTANT**

By: _____
Doris Kelly, VP
SierraCon, Inc.

Date:_____
Business License #009926

**APPROVED AS TO FORM:**

_____
Sergio Rudin, Interim City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

CITY SEAL:

# Exhibit A

City of South Lake Tahoe – Energy Savings DB Projects CM Services Change Order Request #3R1

**Date: June 1, 2026**

**City of South Lake Tahoe**
**Department of Public Works**
**Attn: Branden Gardella and Ricky Riddle**

SierraCon, Inc. is pleased to propose Construction Management services extension as requested by the CSLT for the City of South Lake Tahoe Energy Savings Design Build Project.

**Scope of Construction Management Services Includes:**

1. Same scope as proposed in original contract but to continue through the months of June through July 2026.

2. This change order includes the following people and time per month:
   - Geordan Guy at 75% of the time
   - Doris Kelly as needed
   - Accounting at 0.5 week per month

**Scope of Construction Management Services does not Include:**

1. Procurement of consultants, outside services or legal experts
2. Review or inspection of construction work in the field - unless specifically requested by the City of South Lake Tahoe public works staff.
3. Review of Certified Payroll and Labor Compliance

**Compensation:**

**Construction Management Services are based on the following terms:**

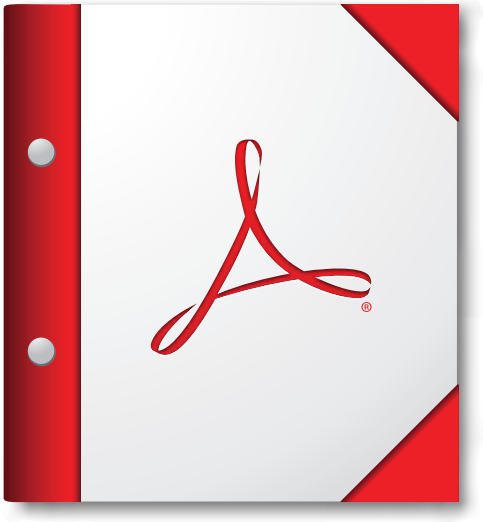
- Services commence 6/1/2026 and conclude on 7/31/26.
- Additional reimbursement would be due for any consultant or outside service costs brought on by SierraCon based on prior Owner approval
- Travel costs required outside the Reno Tahoe area.
- Billings are submitted at the end of the month, and due within 30 days of invoice submittal.

**Change Order Request** **$58,476.06**

Please let me know if you have any questions. Thank you for the opportunity.
SierraCon, Inc.

Doris Kelly, VP of Operations

Cc: Joe Stewart, Elissa Stewart



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# CITY OF SOUTH LAKE TAHOE
# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the day of **November 24th, 2025** by and between the City of South Lake Tahoe, a municipal corporation ("City") and **Sierra Con** ("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 until **January 31st, 2026**.

**3. Compensation**. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$9,950.00** 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 more than budgeted amounts for each line item, task, or obligation under the Scope of Services.

**4. Method of Payment**. Consultant shall submit billings to City describing the work performed. 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-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 from 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 person employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from 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 in 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 always obtain during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall always maintain a City of South Lake Tahoe business license services is performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

**14. Indemnity**. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees, and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

**15. Insurance Requirements.**

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

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

Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days' written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non- owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The

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

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

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

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

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

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

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

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

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

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

16. **Notices.** Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be

addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

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

**If to Consultant:** Sierra Con
1121 Ski Run Blvd
South Lake Tahoe, CA 96158

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

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

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

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

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant

or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all 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 based on 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:** Joseph Irvin (Nov 25, 2025 11:02:16 PST)

Joe Irvin, City Manager

Nov 25, 2025

Date

**CONSULTANT: Sierra Con**

**By:**

Dec 1, 2025

Date

**Business License #:** 009926

**APPROVED AS TO FORM:**

**By:** Heather Stroud (Nov 25, 2025 13:17:57 EST)

Heather Stroud, City Attorney

Nov 25, 2025

Date

**ATTEST**

**By:** Susan Blankenship (Nov 24, 2025 12:56:58 PST)

Sue Blankenship, City Clerk

Nov 24, 2025

Date

**Attachments:**

| | |
|---|---|
| **Exhibit A** | **Scope of Services** |
| **Exhibit B** | **Schedule of Charges and Timeline** |
| **Exhibit C** | **Anti-Lobbying Certification** |
| **Exhibit D** | **Copy of Insurance** |

**EXHIBIT A**

**SCOPE OF SERVICES**

City of South Lake Tahoe – Energy Savings DB Projects

Construction Management Services Proposal

**Date:** **November 18, 2025**

**City of South Lake Tahoe**
**Department of Public Works**
**Attn: John Dickinson and Ricky Riddle**

SierraCon, Inc. is pleased to propose Construction Management services for the City of South Lake Tahoe Energy Savings Design Build Project.

**Scope of Construction Management Services Includes:**

1. Review current Energy Savings Design Build Contract between Wildan Energy Solutions and the City of South Lake Tahoe
2. Review documentation associated with the Energy Savings Design Build project including, but not limited to applications for payments, change orders, project accounting, schedules, subcontractors, procurement procedures and records, correspondence between parties, etc.
3. Provide analysis and recommendations to the City of South Lake Tahoe public works staff on Wildan's contract compliance, performance and accounting.
4. Propose to the City of South Lake Tahoe public works staff any corrective steps or actions which may improve project performance and lead to project completion.
5. Propose to the City of South Lake Tahoe public works staff any corrective steps or actions which may resolve any financial or accounting discrepancies.
6. Includes attending regularly occurring meetings with the City of South Lake Tahoe, Wildan, Trade Partners and other consultants.

**Scope of Construction Management Services does not Include:**

1. Procurement of consultants, outside services or legal experts
2. Review or inspection of construction work in the field - unless specifically requested by the City of South Lake Tahoe public works staff.
3. Review of Certified Payroll and Labor Compliance

**Compensation:**

**Construction Management Services are based on the following terms:**

- Services commence 11/24/25 and conclude around 1/16/26.
- Additional reimbursement would be due for any consultant or outside service costs brought on by SierraCon based on prior Owner approval
- Travel costs required outside the Reno Tahoe area.
- Billings are submitted at the end of the month, and due within 30 days of invoice submittal.

1. Construction Management Services **$9,950**

Please let me know if you have any questions. Thank you for the opportunity.

SierraCon, Inc.

Joe Stewart, President

Cc:

**SierraCon, Inc. – Doris Kelly**
**SierraCon, Inc. – Elissa Stewart**

**EXHIBIT B**

**SCHEDULE OF CHARGES AND TIMELINE**

| BUDGET | |
|---|---|
| **Description** | **Estimate** |
| Construction Management Services | Not to Exceed $9,950 |
| • **TOTAL ESTIMATED FEES (NOT TO EXCEED)** | $9,950 |

**CONTRACT SUM: NINE THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS**

**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 this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

**By:** _____ **Date:** Dec 1, 2025

_____ _____

**EXHIBIT D**

**COPY OF INSURANCE**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2025

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

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

| | |
|---|---|
| **PRODUCER**<br>Arthur J. Gallagher Risk Management Services, LLC<br>595 Market Street, Suite 2100<br>San Francisco CA 94105<br><br>License#: 0D69293 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 415-391-1500 **FAX (A/C, No):** 415-391-1882<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>SierraCon, Inc.<br>1121 Ski Run Blvd<br>South Lake Tahoe, CA 96150<br><br>SIERINC-01 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Executive Risk Indemnity Inc — 35181<br>**INSURER B :** Federal Insurance Company — 20281<br>**INSURER C :** United Specialty Insurance Company — 12537<br>**INSURER D :** Allied World National Assurance Company — 10690<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1270743959 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | 54326231 | 3/3/2025 | 3/3/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 54326230 | 3/3/2025 | 3/3/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | [ ] **UMBRELLA LIAB** [X] OCCUR<br>X **EXCESS LIAB** [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | BTN2522550 | 3/3/2025 | 3/3/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | 54326233 | 3/3/2025 | 3/3/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C<br>D | Excess Liability<br>Professional/Pollution Liability | | | BUN2510306<br>03114444 | 3/3/2025<br>3/1/2025 | 3/3/2026<br>3/1/2026 | Per Occurrence/Agg.<br>Per Claim/Agg. | $5,000,000<br>$5,000,000 |

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

Re: Tahoe Recreation / Swim Complex City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers are included as additional insured as respects General Liability on a primary and non-contributory basis, and Automobile Liability, per the attached endorsements. General Liability and Automobile Liability waiver of subrogation applies in favor of the above referenced additional insureds, per the attached endorsements.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

**STAFF CONTACT INFORMATION**

- NAME: John Dickinson
- DEPARTMENT: Public Works
- PHONE: 530-307-2652
- DATE OF SUBMITTAL: 11/21/25

**CONTRACT/ AGREEMENT INFO.**

- NAME: Sierra Con
- CONTRACTOR/CONSULTANT:
- START: 11/24/25 END: 1/31/26 OPTION TO RENEW: ☐
- AMOUNT OF CONTRACT: $ Not to exceed $9,950.00

**BUDGET INFORMATION**

ACCOUNT NO.: 30160085-48033
BUDGET AVAILABLE: Yes
FUNDING VERIFIED: 11/21/25
GRANT FUNDING? Source_____ Federal? Yes ☐ No ☑

**Type of Contract**

Professional Services Agreement ☑ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐

**Brief Description:**

PSA with Sierra Con for Construction Management Services.

**Does this contract involve the following:** construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility?
Yes ☐ No ☑ If **yes**, forward to Public Works for review
***(Public Works Director authorization required)***

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☑ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

| Reviewing Authority | Signature | Date Signed |
|---|---|---|
| Department Head | John Dickinson | Nov 24, 2025 |
| Public Works Director *(where applicable)* | | |
| Dev. Services Director *(where applicable)* | | |
| Finance Director | | Nov 25, 2025 |
| City Attorney | Heather Stroud (Nov 25, 2025 13:17:57 EST) | Nov 25, 2025 |
| City Manager | Joseph Irvin (Nov 25, 2025 11:02:16 PST) | Nov 25, 2025 |
| City Clerk | Susan Blankenship (Nov 24, 2025 12:56:58 PST) | Nov 24, 2025 |

**City Council Meeting Date** ***(over $60K or where applicable)***: _____

07 25 2023

# C-283-2025 Sierra Con

Final Audit Report 2025-12-01

| | |
|---|---|
| Created: | 2025-11-24 |
| By: | Michelle Davis (medavis@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAYHtoMFgLy4rPyy-k5DY3ejdkdDf78eS0 |

## "C-283-2025 Sierra Con" History

Document created by Michelle Davis (medavis@cityofslt.gov)
2025-11-24 - 7:55:25 PM GMT

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2025-11-24 - 7:58:10 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.gov)
2025-11-24 - 8:56:24 PM GMT

Document e-signed by Susan Blankenship (sblankenship@cityofslt.gov)
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2025-11-24 - 8:57:01 PM GMT

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2025-11-24 - 9:34:52 PM GMT

Document e-signed by John Dickinson (jdickinson@cityofslt.gov)
Signature Date: 2025-11-24 - 9:35:06 PM GMT - Time Source: server

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2025-11-25 - 5:58:35 PM GMT

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2025-11-25 - 6:00:42 PM GMT

Adobe Acrobat Sign

Email viewed by Heather Stroud (hstroud@cityofslt.gov)
2025-11-25 - 6:13:44 PM GMT

Document e-signed by Heather Stroud (hstroud@cityofslt.gov)
Signature Date: 2025-11-25 - 6:17:57 PM GMT - Time Source: server

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2025-11-25 - 6:18:00 PM GMT

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2025-11-25 - 7:01:41 PM GMT

Document e-signed by Joseph Irvin (jirvin@cityofslt.gov)
Signature Date: 2025-11-25 - 7:02:16 PM GMT - Time Source: server

Document emailed to jstewart@sierracon.biz for signature
2025-11-25 - 7:02:19 PM GMT

Email viewed by jstewart@sierracon.biz
2025-12-01 - 5:52:29 PM GMT

Signer jstewart@sierracon.biz entered name at signing as Joe Stewart
2025-12-01 - 5:53:45 PM GMT

Document e-signed by Joe Stewart (jstewart@sierracon.biz)
Signature Date: 2025-12-01 - 5:53:47 PM GMT - Time Source: server

Agreement completed.
2025-12-01 - 5:53:47 PM GMT

**CITY OF SOUTH LAKE TAHOE**

# RATIFICATION OF AMENDMENT 1 TO C-283-2025

This ratification of Amendment 1 to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and __Sierra Con_____ ("Consultant") is entered into and effective as of the _4th__ day of __February____ 2026, amending and ratifying the Scope of Services, Term, and Compensation in the Professional Services Agreement ("Agreement")(C-283-2025) dated November 24th, 2025 .

## RECITALS

.

A. On _November 24th, 2025_____, the City entered into the Agreement with Consultant to provide construction management services for the "Energy Upgrades" project (C-271-2024).
B. The Parties now desire to alter the Agreement's Exhibit A Scope of Services to modify the Scope of Services and add budget and time.
C. The parties desire to extend the duration of the contract term to February 28, 2026 to allow Consultant to provide construction management support as agreed upon in the attached CM Services Amendment 1.
D. Three quotes were fielded by staff during December 2025.

## AGREEMENT

Section 1. Scope of Services is amended in accordance with the terms set forth in Exhibit A to this Amendment 1. Compensation is amended in accordance with Exhibit A.

Section 2. Term/Time Performance. The services by consultant are to commence upon the execution of the Agreement and continue until **February 28, 2026**.

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 (Feb 6, 2026 09:52:14 PST)
Joseph Irvin, City Manager

**CONSULTANT**

By: Joe Stewart
Joe Stewart (Feb 13, 2026 11:47:46 PST)
Joe Stewart, President

Business License # 009926

**APPROVED AS TO FORM:**

Heather Stroud (Feb 6, 2026 12:50:09 PST)
Heather Stroud, City Attorney

**ATTEST:**

Susan Blankenship (Feb 6, 2026 09:48:41 PST)
Susan Blankenship, City Clerk

City of South Lake Tahoe – Energy Savings DB Projects

CM Services Change Order Request R1

**Date: December 16, 2025**

**City of South Lake Tahoe**
**Department of Public Works**
**Attn: John Dickinson and Ricky Riddle**

SierraCon, Inc. is pleased to propose Construction Management services extension as requested by the CSLT for the City of South Lake Tahoe Energy Savings Design Build Project.

**Scope of Construction Management Services Includes:**

1. Same scope as proposed in original contract but to continue through the months of January and February 2026.

2. This change order includes the following people and time per month:
   - Doris Kelly at 4% of the time – 0.5 week
   - Geordan Guy at 25% of the time – 3.4 weeks
   - Alana Cirami at 15% of the time – 2.1 weeks
   - Accounting at 0.5 week

**Scope of Construction Management Services does not Include:**

1. Procurement of consultants, outside services or legal experts
2. Review or inspection of construction work in the field - unless specifically requested by the City of South Lake Tahoe public works staff.
3. Review of Certified Payroll and Labor Compliance

**Compensation:**

**Construction Management Services are based on the following terms:**
- Services commence 11/24/25 and conclude on 2/28/26.
- Additional reimbursement would be due for any consultant or outside service costs brought on by SierraCon based on prior Owner approval
- Travel costs required outside the Reno Tahoe area.
- Billings are submitted at the end of the month, and due within 30 days of invoice submittal.

| | |
|---|---|
| Original Construction Management Services | $ 9,950 |
| Total Construction Management Cost | $29,883 |
| **Change Order Request** | **$19,913** |

Please let me know if you have any questions. Thank you for the opportunity.
SierraCon, Inc.

Doris Kelly, VP of Operations

Cc: Joe Stewart, Elissa Stewart

## *ESTIMATED - GENERAL CONDITIONS & PROVISIONS*

**CSLT Willdan CM Project** — Date: 12/16/2025

**Construction Management Start Date:** 11/24/2025
**Completion Date:** 2/28/2026 — **3.2** Months — **13.7** Weeks Total Calendar Duration

| 101.0 - SUPERVISION | | | LABOR (with burden) | | | | MATERIALS | | | | EQUIPMENT / 3rd PARTY | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Code | Description | Notes | Qty | Unit | Unit Cost | Total | Qty | Unit | Unit Cost | Total | Qty | Unit | Unit Cost | Total | |
| 101.01 | Project Executive - 4% time | Doris | 0.5 | week | 3,750.00 | 3,353 | | | | 0 | | | | 0 | 3,353 |
| 101.02 | Construction Manager - 25% time | Geordan | 3.1 | week | 2,211.54 | 12,359 | | | | 0 | | | | 0 | 12,359 |
| 101.10 | Construction Manager - 15% time | Alana | 2.1 | week | 2,730.77 | 9,157 | | | | 0 | | | | 0 | 9,157 |
| 101.11 | Accountant | Nicole / Elissa | 0.5 | week | 1,538.46 | 1,290 | | | | 0 | | | | 0 | 1,290 |
| | | | | | | | | | | | | | | | |
| | **SUBTOTALS:** | | | | | **$26,159** | | | | **$0** | | | | **$0** | **$26,159** |

| 104.0 - COMMUNICATION AND TECHNOLOGY | | | LABOR (with burden) | | | | MATERIALS | | | | EQUIPMENT / 3rd PARTY | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Code | Description | Notes | Qty | Unit | Unit Cost | Total | Qty | Unit | Unit Cost | Total | Qty | Unit | Unit Cost | Total | |
| 104.01 | Computers & Servers | | | | | 0 | | | | 0 | | | | 0 | 0 |
| 104.02 | Copier / Printer / Scanner | | | | | 0 | | | | 0 | | | | 0 | 0 |
| 104.03 | Cell Phones and Tablets | | | | | 0 | | | | 0 | 3 | Mos | 150.00 | 450 | 450 |
| 104.10 | | | | | | 0 | | | | 0 | | | | 0 | 0 |
| | | | | | | 0 | | | | 0 | | | | 0 | 0 |
| | **SUBTOTALS:** | | | | | **$0** | | | | **$0** | | | | **$450** | **$450** |

| 106.0 - VEHICLES AND HOISTING | | | LABOR (with burden) | | | | MATERIALS | | | | EQUIPMENT / 3rd PARTY | | | | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Code | Description | Notes | Qty | Unit | Unit Cost | Total | Qty | Unit | Unit Cost | Total | Qty | Unit | Unit Cost | Total | |
| 106.01 | Vehicles | | | | | 0 | | | | 0 | 3.2 | Mos | 75.00 | 240 | 240 |
| 106.02 | Vehicle Fuel and Maintenance | | | | | 0 | | | | 0 | 3 | Mos | 92.38 | 296 | 296 |
| | | | | | | 0 | | | | 0 | | | | 0 | 0 |
| | **SUBTOTALS:** | | - | | | **$0** | | | | **$0** | | | | **$536** | **$536** |

| | | | | | |
|---|---|---|---|---|---|
| GRAND TOTALS (w/out mark up): | $26,159 | $0 | $986 | $27,144 |
| Insurance - 1% | | | | $271 |
| Fee - 9% | | | | $2,467 |
| TOTAL | | | | $29,883 |
| Original Contract Amount | | | | $9,950 |
| **Change Order Request** | | | | **$19,933** |

# CONTRACT/AGREEMENT AUTHORIZATION ROUTING FORM

**STAFF CONTACT INFORMATION**

- NAME: Sara Letton
- DEPARTMENT: Public Works
- PHONE: 530-542-6175
- DATE OF SUBMITTAL: 2/5/26

**CONTRACT/ AGREEMENT INFO.**

- NAME: Sierra Con
- CONTRACTOR/CONSULTANT:
- START: 11/24/25 END: 2/28/26 OPTION TO RENEW: ☐
- AMOUNT OF CONTRACT: $ Not to exceed $29,883

**BUDGET INFORMATION**

ACCOUNT NO.: 30160085-48033
BUDGET AVAILABLE: Yes
FUNDING VERIFIED: 02/04/2026
GRANT FUNDING? Source_____ Federal? Yes ☐ No ☑

**Type of Contract**

Professional Services Agreement ☑ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐

**Brief Description:**

This is a ratification amendment with Sierra Con for additional Construction Management Services. Three quotes were acquired in December 2025. This work supports staff in the 'Energy Upgrades Project' aka 'Design-Build Energy Services' with Willdan, C-271-2024. Amendment adds $19,913 to the original $9,950, for a $29,883 NTE.

**Does this contract involve the following:** construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility?
Yes ☐ No ☑ If **yes**, forward to Public Works for review
***(Public Works Director authorization required)***

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☑ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

| **Reviewing Authority** | **Signature** | **Date Signed** |
|---|---|---|
| Department Head | Joseph Irvin (Feb 6, 2026 09:52:14 PST) | Feb 6, 2026 |
| Public Works Director *(where applicable)* | | |
| Dev. Services Director *(where applicable)* | | |
| Finance Director | O. Vikkamirova | Feb 6, 2026 |
| City Attorney | Heather Stroud (Feb 6, 2026 12:50:09 PST) | Feb 6, 2026 |
| City Manager | | |
| City Clerk | Susan Blankenship (Feb 6, 2026 09:48:41 PST) | Feb 6, 2026 |

**City Council Meeting Date** ***(over $60K or where applicable)***: _____

07 25 2023

CITY OF SOUTH LAKE TAHOE
Public Works

**CITY OF SOUTH LAKE TAHOE**
**RATIFICATION OF AMENDMENT No. 2 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**C-283-2025**

This ratification of **Amendment 2** to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and Sierra Con ("Consultant") is entered into and effective as of the 13th day of May 2026, amending and ratifying the term and compensation in the Professional Services Agreement dated November 24th, 2025.

## RECITALS

A. On November 24th, 2025, the city entered into the Agreement with Consultant to provide construction management services for the "Energy Upgrades" project C-271-2024. This agreement was amended to modify the Scope of Services to increase budget and time C-038-2026.
B. The Agreement expired on February 28th, 2026, and the Consultant continued to perform work on the services specified therein without the benefit of an amendment to the Agreement.
C. The Parties now desire to extend the duration of the contract to October 31st, 2026, to allow Consultant to provide construction management services as agreed upon in the attached CM Services Amendment 2.

## AGREEMENT

The Agreement is hereby extended and will now terminate no later than October 31st, 2026. Time is of the essence, and failure of consultant to perform the services required by this Agreement, as amended, shall constitute a material breach of the Agreement as amended.

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

**CITY OF SOUTH LAKE TAHOE:**

By: _____
Mohammad Qureshi, PhD, PE, TE
Director of Public Works

**CONSULTANT:**

By: Doris Kelly (May 19, 2026 12:19:56 PDT)
Doris Kelly

Business License # 009926

**APPROVED AS TO FORM:**

By: Heather Stroud (May 19, 2026 11:56:21 PDT)
Heather Stroud, City Attorney

**ATTEST:**

By: Susan Blankenship (May 13, 2026 11:41:42 PDT)
Susan Blankenship, City Clerk

City of South Lake Tahoe – Energy Savings DB Projects CM
Services Change Order Request #2 R2

**Date: March 1, 2026**

**City of South Lake Tahoe**
**Department of Public Works**
**Attn: Branden Gardella and Ricky Riddle**

SierraCon, Inc. is pleased to propose Construction Management services extension as requested by the CSLT for the City of South Lake Tahoe Energy Savings Design Build Project.

**Scope of Construction Management Services Includes:**

1. Same scope as proposed in original contract but to continue through the months of March through May 2026.

2. This change order includes the following people and time per month:
   - Geordan Guy at 75% of the time
   - Accounting at 0.5 week per month

**Scope of Construction Management Services does not Include:**

1. Procurement of consultants, outside services or legal experts
2. Review or inspection of construction work in the field - unless specifically requested by the City of South Lake Tahoe public works staff.
3. Review of Certified Payroll and Labor Compliance

**Compensation:**

**Construction Management Services are based on the following terms:**

- Services commence 3/1/2026 and conclude on 10/31/26.
- Additional reimbursement would be due for any consultant or outside service costs brought on by SierraCon based on prior Owner approval
- Travel costs required outside the Reno Tahoe area.
- Billings are submitted at the end of the month, and due within 30 days of invoice submittal.

**Change Order Request** **$30,135**

Please let me know if you have any questions. Thank you for the opportunity.
SierraCon, Inc.

Doris Kelly, VP of Operations

Cc: Joe Stewart, Elissa Stewart

# CONTRACT/AGREEMENT AUTHORIZATION ROUTING FORM

**STAFF CONTACT INFORMATION**

- NAME: Branden Gardella
- DEPARTMENT: Public Works
- PHONE: 530-318-0408
- DATE OF SUBMITTAL: 5/13/26

**CONTRACT/ AGREEMENT INFO.**

- NAME: Sierra Con
- CONTRACTOR/CONSULTANT:
- START: 5/13/26 END: 10/31/26 OPTION TO RENEW: ☐
- AMOUNT OF CONTRACT: $ 30,135.00

**BUDGET INFORMATION**

ACCOUNT NO.: 30160085-48033
BUDGET AVAILABLE: Yes
FUNDING VERIFIED: Yes
GRANT FUNDING? Source_____ Federal? Yes ☐ No ☐

**Type of Contract**

Professional Services Agreement ☑ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐

**Brief Description:**

Ratification of Amendment #2 for Sierra Con to provide Construction Management services for the Energy Upgrade Project. Total of construction management services to include amendment #1 is under $60,000.00

**Does this contract involve the following:** construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility?
Yes ☐ No ☑ If **yes**, forward to Public Works for review
***(Public Works Director authorization required)***

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☑ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

| Reviewing Authority | Signature | Date Signed |
|---|---|---|
| Department Head | | May 13, 2026 |
| Public Works Director *(where applicable)* | | |
| Dev. Services Director *(where applicable)* | | |
| Finance Director | Olga Tikhomirova | May 18, 2026 |
| City Attorney | Heather Stroud (May 19, 2026 11:56:21 PDT) | May 19, 2026 |
| City Manager | | May 19, 2026 |
| City Clerk | Susan Blankenship (May 13, 2026 11:41:42 PDT) | May 13, 2026 |

**City Council Meeting Date** ***(over $60K or where applicable)***: _____

# C-130-2026 Sierra Con Ratification of Amendment 2

Final Audit Report 2026-05-19

| | |
|---|---|
| Created: | 2026-05-13 |
| By: | Michelle Davis (medavis@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAxp5GmJYZFM45gVu32hvkmADGWLyQrF6- |

## "C-130-2026 Sierra Con Ratification of Amendment 2" History

Document created by Michelle Davis (medavis@cityofslt.gov)
2026-05-13 - 4:59:21 PM GMT

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2026-05-13 - 5:02:14 PM GMT

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2026-05-13 - 6:40:52 PM GMT

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Adobe Acrobat Sign

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Signature Date: 2026-05-19 - 6:56:21 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

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2026-05-19 - 7:11:52 PM GMT

Email viewed by Doris Kelly (dkelly@sierracon.biz)
2026-05-19 - 7:19:26 PM GMT

Document e-signed by Doris Kelly (dkelly@sierracon.biz)
Signature Date: 2026-05-19 - 7:19:56 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

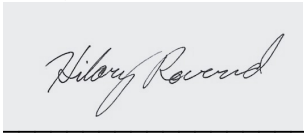
Agreement completed.
2026-05-19 - 7:19:56 PM GMT

Adobe Acrobat Sign

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**12

**Agenda Item:** Award of Construction Contract for the James and Eloise Drainage Maintenance Project for $1,120,834.40 to Alcon Construction & Engineering, Inc. and Approval of Amendment 3 to Lumos PSA (C-172-2024) for $9,680 and Authorize Funding Transfer of $355,000 from Drainage Replacement Account to James and Eloise Drainage Account

**Executive Summary:** The James and Eloise Drainage Maintenance Project is the replacement of a failing corrugated metal pipe (CMP) that conveys stormwater from US 50 Emerald Bay Road to the Eloise Detention Basin on Eloise Ave. On May 15, 2026, the Public Works Department advertised the James and Eloise Drainage Maintenance Project bid on the Cityâ€™s PlanetBids website. Public Works received 3 sealed bids, which were publicly opened and read aloud at the scheduled bid opening at the City Public Works Building. Alcon Construction & Engineering, Inc. was determined to be the lowest responsible and responsive bidder, with a Total Bid (Base Bid + Bid Alt 1) of $1,120,834.40. In addition, Public Works seeks approval of an Amendment to the Lumos PSA to provide construction support services and transfer of funds from to Drainage Replacement Account to James and Eloise Drainage Account.

**Requested Action / Suggested Motions:** 1) Pass a Resolution authorizing and directing the Director of Finance to transfer $355,000 from the Drainage Replacement Account to James and Eloise Drainage Account, and
2) Pass a motion finding the James and Eloise Drainage Maintenance Project to be exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301, and authorizing and directing the Mayor to execute an Agreement with Alcon Construction & Engineering, Inc. for the James and Eloise Drainage Maintenance Project for a not to exceed amount of $1,120,834.40, and authorizing Director of Public Works to use contingency up to a cumulative amount of $112,083.
3) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Professional Services Agreement with Lumos (C-172-2024) for $9,680.

**Responsible Staff Member:** Stephen Anderjack, Project Manager

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

**Attachments:**

- 02-Res-James_Eloise_Drainage.docx
- 03_Agreement_James&Eloise_Alcon.pdf
- 04_Amendment 3_lumos.pdf
- 05_C-172-2024 Lumos PSA James and Eloise.pdf
- 01-Staff_Report_James_Eloise_Drainage.docx

# City of South Lake Tahoe
# Report to City Council

## Meeting Date: August 11, 2026

**Title: Award of Construction Contract for the James and Eloise Drainage Maintenance Contract for $1,120,834.40 to Alcon Construction & Engineering, Inc. and Approve Amendment 3 to Lumos PSA (C-172-2024) for $9,680 and Authorize Funding Transfer of $355,000 from Drainage Replacement Account to James and Eloise Drainage Account**

**Location:** James Ave, 5th St, Eloise Ave

**Responsible Staff Members:** Stephen Anderjack, Project Manager

**Background:** The first phase of the James and Eloise Drainage Maintenance Project was a small CUPCCAA contract that was bid and awarded at the October 19, 2021 City Council Meeting.

This phase of the James and Eloise Drainage Maintenance Project is the continuation of the replacement of a failing corrugated metal pipe (CMP) that conveys stormwater from US 50 Emerald Bay Road to the Eloise Detention Basin on Eloise Ave. This current phase of the project is rerouting the storm drain from the new Drain Inlet on James Ave to the Eloise Detention Basin. The rerouting is necessary as the private property that the existing failing pipe crosses is not willing to grant the City an easement in order to maintain and replace the pipe. Therefore, the pipe must be rerouted around the private property on James Ave, 5th St, and Eloise Ave.

This pipe replacement is needed as the failing pipe will soon cause sinkholes and roadway subsidence along its current alignment on James Ave and Eloise Ave.

**Issue and Discussion:** On May 15, 2026, the Public Works Department advertised the James and Eloise Drainage Maintenance Project bid on the City's PlanetBids website. The project's Base Bid consists of the removal and replacement of the failed storm drain. Bid Alt 1 consists of the cleaning of the accumulated sediment in the Eloise Basin so the pipe can be tied into the basin at the correct elevation without sediment accumulating in the new pipe.

PlanetBids notified 317 bidders . The Project bidding period closed on June 17th, 2026 at 2:00 pm.

Public Works received 3 sealed bids, which were publicly opened and read aloud at the scheduled bid opening at the City Public Works Building. Alcon Construction & Engineering, Inc. was determined to be the lowest responsible and responsive bidder, with a Total Bid (Base Bid + Bid Alt 1) of $1,120,834.40.

The bid results are listed below as Total Bid (Base Bid + Bid Alt 1):

| Name of Contractor | Total Bid |
|---|---|
| Alcon Construction & Engineering, Inc. | $1,120,834.40 |
| MKD Construction, Inc. | $1,675,200.00 |
| White Rock Construction, Inc. | $1,772,528,50 |

The Public Works Department is recommending the award of the Base Bid, and Bid Alt 1. This contract will be funded by the General Funds and Measure S Funds previously allocated to the drainage pipe capital project accounts.

Pursuant to the authority delegated in Resolution 2006-066, the City Engineer approved the plans, specifications, and Bid Addendum 1 for the James and Eloise Drainage Replacement Project.

Public Works Staff are also recommending award of Amendment 3 to Lumos and Associates PSA (C-172-2026) for Construction Engineering Assistance for an additional $9,680. This amendment allows Lumos and Associates to review Submittals, Request For Information, and Change Order Requests because they are the engineer of record.

**Financial Implications:** The lowest responsive, responsible bid received for this project was Alcon Construction & Engineering, Inc., with a Base Bid of $945,334.40. With Bid Alt 1included, the total contract value will be $1,120,834.40.

The total expected expense for this project is listed in the table below:

| ***Expense Description*** | ***Amount*** |
|---|---|
| Alcon Construction & Engineering, Inc. (Base Bid + Bid Alt 1) | $1,120,834.40 |
| 10% Construction Contingency | $112,083.44 |
| Materials Testing | $10,000.00 |
| Labor Compliance Oversite | $5,000.00 |
| Lumos & Associates Construction Assistance Amendment | $10,000 |
| TOTAL ANTICIPATED EXPENSES | $1,257,917.84 |

The City has on-call contracts with Eastern Sierra Engineering, Inc. for Material Testing, and Crede Group for Labor Compliance services.

The currently available budget in the James-Eloise Account 301-40053 is $903,003.00. The Public Works Department is requesting to transfer the remaining $355,000 from the Drainage Replacement Account 301-40049 to this project's account.

**Environmental Considerations:** This project is considered a drainage maintenance project. As such, the project is exempt from Tahoe Regional Planning Agency (TRPA) permits and the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(c) (Existing Facilities). All applicable best management practices will be utilized to protect air and water quality during construction.

**Policy Implications:** The City Council has included Protecting the Environment as a Strategic Priority in their 2025-2030 Strategic Plan. This project will help accomplish the City Council's priorities as well as provide adequate stormwater infrastructure for City residents, businesses, and visitors alike.

# Resolution 2026-XX

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

**August 11, 2026**

## Authorize Funding Transfer of $355,000 from Drainage Replacement Account to James and Eloise Drainage Account

## BACKGROUND

A. The City of South Lake Tahoe Public Works Department has designated James and Eloise Drainage Maintenance project an essential, viable, and desired project.

B. Bids for this project have been opened and Alcon Construction & Engineering, Inc. is the apparent low bidder with a Total Contract Price of $1,120,834.40. The Public Works Department recommends awarding the contract to Alcon Construction & Engineering, Inc.

C. An additional $355,000 is recommended to be transferred from the Drainage Replacement Account 301-40049-48030 to the James and Eloise Project Account 301-40053-48030 to fund construction.

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

1. Authorizes the Director of Finance to amend the FY 2025-2026 budget to transfer $355,000 from the Drainage Replacement Account to the James and Eloise Project Account as follows:

| Transfer From | | Transfer To | | |
|---|---|---|---|---|
| Name | Account | Name | Account | Amount |
| Drainage Replacement Account | 301-40049-48030 | James and Eloise Drainage - Construction | 301-40053-48030 | $355,000.00 |

Adopted by the City of South Lake Tahoe City Council on August 11, 2026, by the following vote:

Yes:
No:
Abstain:
Absent:

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

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

CITY OF SOUTH LAKE TAHOE

DEPARTMENT OF PUBLIC WORKS

# AGREEMENT

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**DOCUMENT 00500 - AGREEMENT**

CITY OF SOUTH LAKE TAHOE

## DEPARTMENT OF PUBLIC WORKS

## AGREEMENT

**for**

**JAMES AND ELOISE DRAINAGE MAINTENANCE PROJECT**

**PWC 21-30140053-01**

**CITY BID NO. 21-30140053-01-BN1**

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and Alcon Construction & Engineering, Inc., herein designated as "Contractor."

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

**ARTICLE 1 — THE WORK**

Contractor agrees to furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, the **James And Eloise Drainage Maintenance Project** as required pursuant to the Contract Documents.

**ARTICLE 2 — COMMENCEMENT AND COMPLETION**

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

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, and pursuant to the Contract Documents, the City and the Contractor agree that as liquidated damages (but not as a penalty), the Contractor shall pay the City the sum of $500 for each calendar day beyond that portion of the Contract Time within which the Bidder is required to achieve Milestone #1, Substantial Completion (per Document 00100, Article 1.04.A.2), and $1000 for each calendar day beyond that portion of the Contract Time within which the Bidder is required to achieve Milestone #2, Final Completion (per Document 00100, Article 1.04.A.3).

In accordance with the Contract Documents, including, without limitation Document 00400.4.2 (“Bid Proposal”), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay, if any, is [INSERT FROM BID PROPOSAL], the amount set forth by Contractor in Document 00400.4.2 (“Bid Proposal”). This sum shall represent the exclusive and sole amount (i.e., payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project. Delay costs that may arise from Compensable Delay, if any, beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be

governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

## ARTICLE 3 — CONTRACT PRICE

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

| Alcon - BASE BID | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Unit** | **Qty** | **Price/Unit** | **Total** |
| 1 | MOBILIZATION/ DEMOBILIZATION/ CLEANUP | L.S. | 1 | $94,874.90 | $94,874.90 |
| 2 | TRAFFIC CONTROL | L.S. | 1 | $61,625.50 | $61,625.50 |
| 3 | TEMPORARY BMPs | L.S. | 1 | $38,000.00 | $38,000.00 |
| 4 | DEWATERING/BYPASS PUMPING | L.S. | 1 | $45,000.00 | $45,000.00 |
| 5 | PLUG & ABANDON EXISTING STORM PIPE | E.A. | 2 | $4,000.00 | $8,000.00 |
| 6 | REMOVE EXISTING 34”X48” CMP PIPE | L.F. | 83 | $200.00 | $16,600.00 |
| 7 | CEMENT SLURRY BACKFILL | C.Y. | 14 | $250.00 | $3,500.00 |
| 8 | 72” DIA SD MANHOLE | EA. | 3 | $18,000.00 | $54,000.00 |
| 9 | 60” DIA SD MANHOLE | EA. | 1 | $20,000.00 | $20,000.00 |
| 10 | 24"X36" DRAINAGE INLET (DROP INLET) | EA. | 2 | $78,000.00 | $156,000.00 |
| 11 | CONCRETE COLLAR | EA. | 16 | $1,250.00 | $20,000.00 |
| 12 | 36” DIA HDPE STORM DRAINPIPE | L.F. | 490 | $514.00 | $251,860.00 |

| | | | | | |
|---|---|---|---|---|---|
| 13 | 18” DIA HDPE STORM DRAINPIPE | L.F. | 51 | $300.00 | $15,300.00 |
| 14 | 12” DIA HDPE STORM DRAIN | L.S. | 1 | $22,000.00 | $22,000.00 |
| 15 | RELOCATE WATER SERVICE LATERAL | L.S. | 1 | $16,749.00 | $16,749.00 |
| 16 | EARTHWORK (ELOISE TEMPORARY OUTLET BASIN) | C.Y. | 120 | $110.00 | $13,200.00 |
| 17 | RIP RAP INSTALLATION | C.Y. | 61 | $250.00 | $15,250.00 |
| 18 | 36" DIA CONCRETE FLARED END SECTION | E.A. | 1 | $15,000.00 | $15,000.00 |
| 19 | 18" DIA CONCRETE FLARED END SECTION | E.A. | 1 | $13,000.00 | $13,000.00 |
| 20 | PERMANENT PAVEMENT PATCHING FOR UTILITIES RECONSTRUCT LIMITS | S.F. | 2,615 | $25.00 | $65,375.00 |

**Total** $945,334.40

| **BID ALT 1: RESTORE ELOISE BASIN TO ORIGINAL GRADE** | | | | | |
|---|---|---|---|---|---|
| **Item** | **Description** | **Unit** | **Qty** | **Price/Unit** | **Total** |
| A1.1 | RESTORE ELOISE BASIN TO ORIGINAL GRADE | L.S. | 1 | $77,500.00 | $77,500.00 |
| A1.2 | DEWATERING/BYPASS PUMPING (RESTORE ELOISE BASIN) | L.S. | 1 | $57,500.00 | $57,500.00 |
| A1.3 | REVEGETATION (RESTORE ELOISE BASIN) | L.S. | 1 | $40,500.00 | $40,500.00 |

**Total** $175,500.00

**TOTAL CONTRACT SUM: $ 1,120,834.40**

For the Total Contract Sum of: **One Million One Hundred and Twenty Thousand Eight Hundred and Thirty-Four Dollars and Forty Cents**.

The above Total Contract Sum includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in the above schedule multiplied by the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with the Contract Documents.

**ARTICLE 4 — PREVAILING WAGES**

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

In compliance with Senate Bill 854 (2014) and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

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

**ARTICLE 5 — CONTRACT DOCUMENTS**

**The Agreement includes and incorporates by reference the Contract Documents for the Project, which consists of the following documents:**

(a) Notice to Bidders (Document 00100);

(b) Instructions to Bidders (Document 00200);

(c) Bid Proposal (Document 00400);

(d) Bid Schedule (Document 00405);

(e) Bidder's Bond (Document 00410);

(f) Designation of Subcontractors (Document 00420);

(g) Good Faith Effort for Local Hiring on Public Works Contracts (00421);

(h) Verification of Contractor and Subcontractor DIR Registration (00423);

(i) California Air Quality Control Board (CARB, Certificates of Reported Compliance (CRC) (00424);

(j) Self-Performance Declaration (Document 00425);

(k) Debarment and Suspension Certifications (Document 00430);

(l) Non-Collusion Declaration (Document 00432);

(m) Worker's Compensation Certification (Document 00435);

(n) Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440);

(o) Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450);

(p) Equal Employment Opportunity Certification (Document 00460);

(q) Non-Lobbying Certification (Document 00465);

(r) Disclosure of Lobbying Activities (Document 00466);

(s) Agreement (Document 00500);

(t) Payment Bond Form (Document 00610);

(u) Performance Bond Form (Document 00620);

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

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

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

(y) Bid Document Certification (Document 00650);

(z) The Standard Specifications of the State of California, Department of Transportation, dated 2022; the Standard Plans of the State of California, Department of Transportation, dated 2022, and the South Lake Tahoe Public Improvement and Engineering Standards;

(aa) Special Provisions, Document 00700 of the Bid Documents (which incorporate by reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2022; the Standard Plans of the State of California, Department of Transportation, dated 2022, and the South Lake Tahoe Public Improvement and Engineering Standards);

(bb) Supplemental Conditions (Document 00800), if any;

(cc) General Requirements, if any;

(dd) Construction Progress Documentation (Document 01300);

(ee) Technical Specifications;

(ff) Contract Drawings;

(gg) Addenda (numbers ___ to____, inclusive; and

(hh) Permits from other agencies as may be required by law.

**Exhibits to this Agreement are enumerated as follows:**

- Accepted Contractor's Bid attached hereto as Exhibit A;
- Escrow Bid Document Certification attached hereto as Exhibit B; and
- Insurance Certificates and Endorsements as Exhibit C.

**ARTICLE 6 — WORKERS' COMPENSATION**

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

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

**ARTICLE 7 — INDEMNITY AND INSURANCE**

To the fullest extent permitted by law, and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agents, the Architect/Engineer, the Project Manager and the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and as otherwise set forth in Contract Documents, including, without limitation, Section 7-1.05A of the Standard Specifications, as modified by Section 7.11 of the Special Provisions. The obligations of defense and indemnity set forth in this Article, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend), which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

Contractor shall maintain the insurance coverage described in Section 7-1.06 of the Standard Specifications, as modified by Section 7.12 of the Special Provisions, throughout the performance of the Agreement, including any maintenance, warranty and/or guaranty periods. This Agreement shall not be operative until evidence of such insurance has been provided to, and approved by, the City as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence Work at the Project until subcontractor provides evidence to Contractor and City that subcontractor has obtained insurance acceptable to the City.

**ARTICLE 8 — NOTICES**

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

**Notices required to be given to City:**
City Engineer
City of South Lake Tahoe
1740 D Street

**Notices required to be given to Contractor:**
Nate Alcorn
Alcon Construction & Engineering Inc.
2804 Santa Claus

South Lake Tahoe, CA 96150 South Lake Tahoe, CA 96150

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

**ARTICLE 9 — MISCELLANEOUS**

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

**9.2 Assignment.** No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

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

**9.6 Third Party Beneficiary.** Contractor expressly acknowledges the City's status as a third party beneficiary solely with respect to the performance to be rendered under each subcontract, of any tier, upon the Project, and, as a result, Contractor acknowledges that City

possesses, *inter alia*, the rights enumerated within the South Lake Tahoe City Code as to the enforcement of obligations under subcontracts of any tier.

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

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

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

CITY OF SOUTH LAKE TAHOE

By _____
Cody Bass, Mayor
City of South Lake Tahoe,
State of California

Contractor: Alcon Construction & Engineering

By _____

Title
Business License No.

ATTEST:

By _____
City Clerk
City of South Lake Tahoe

APPROVED AS TO FORM:

By _____
City Attorney
City of South Lake Tahoe

**END OF DOCUMENT 00500**

# AMENDMENT 3 (C-XXX-2026) TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on July 23rd, 2024, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Lumos and Associates ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement (C-172-2024) are hereby amended to read as follows:

The following language is hereby added to the end of Section 1: Scope of Services.

Project, as described in **Amendment 3 – Exhibit A**, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place and in the manner specified in **Amendment 3 – Exhibit A** subject to the direction of the City. Consult shall have no power or authority by this Agreement to bind City in any respect.

Section 2 is hereby repealed in its entirety and replaced with the following language:

> Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than December 31st, 2027. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by December 31st, 2027 shall constitute a material breach of this Agreement as amended.

Section 3 is hereby repealed in its entirety and replaced with the following language:

> Section 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Amendment 3 – Exhibit A, which is attached hereto and incorporated herein by reference. Pursuant to this amendment, Task 8 Construction Assistance will be created and an additional amount of $9,680.00 is authorized under this amendment. In no event shall Consultant compensation for work performed under this Agreement exceed the total contract amount of $65,619.00 (as amended by Amendment 2) plus the additional fee of $9,680.00 (Amendment 3), for a total amended fee of $75,299.00, without prior authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

**CITY OF SOUTH LAKE TAHOE**

By: _____
Cody Bass, Mayor

**CONSULTANT**

By: _____
Dan Stucky, P.E. Director of Engineering

Business License # 314513

**APPROVED AS TO FORM:**

_____
Sergio Rudin, Interim City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

LUMOS & ASSOCIATES

Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno • Roseville www.LumosInc.com

**Roseville**
3200 Douglas Boulevard, Suite 320
Roseville, California 95661
279-230-8336

July 21, 2026 11403.000 Addendum #3

Steve Anderjack
Project Manager
City of South Lake Tahoe
1740 D St
South Lake Tahoe, CA 96150
Via email: sanderjack@cityofslt.us

**Subject: James and Eloise Drainage Maintenance Project**
**Addendum #3 for Construction Assistance Services**

Dear Mr. Anderjack:

Lumos & Associates, Inc. (Lumos) is pleased to provide you with this addendum for construction assistance services for the James and Eloise Drainage Maintenance project in the City of South Lake Tahoe, California.

## Project Understanding

The proposed project involves routing approximately 500 linear feet of new public storm drain system within the City right-of-way along James Avenue, 5th Street, and Eloise Avenue to replace an existing 54-inch arch corrugated metal pipe (CMP) storm drain that is near the end of its useful life. Lumos has prepared 100% Civil Improvement Plans for the subject project under our original contract and associated Addendum #1 and 2. It is our understanding that the City has successfully bid the project and intends to award a construction contract at their upcoming City Council meeting on August 11th, 2026. We also understand that the City would like to retain Lumos' services for Construction Assistance from August– October 2026. We propose the following task to assist you with this work:

## Project Scope

### Task 8 – Construction Assistance

Lumos & Associates will be available to answer questions, review submittals, respond to requests for information, review contract change orders, and prepare record drawings. The fees summarized below to complete this task include up to 4 hours of assistance from the Project Manager, 24 hours of assistance from the Project Engineer, and 14 hours of assistance from a Project Designer. This task will be billed on a time and materials basis in accordance with our current fee schedule, up to the fee amount listed in the fee summary. If additional assistance is requested beyond this original budget, additional budget may be requested under a future addendum.

## Fees

The tasks described in the Scope of Work will be completed for the following fees:

| Task | Description | Estimated Fee |
|---|---|---|
| Task 8 | Construction Assistance (Time & Materials NTE) | $9,680 |
| | **Total:** | **$9,680** |

This addendum does not include provisions for construction staking, inspection, or materials testing services. Lumos will be happy to amend this addendum as necessary to include any of these services. If this addendum is acceptable, please send us an amendment to the City's professional services agreement for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this addendum. This addendum is valid for 30 days and is subject to change from the date of the addendum.

Lumos & Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos & Associates to provide you with this addendum. Please do not hesitate to call me if you have questions.

Sincerely,

Cami Jackson, P.E.
Project Manager

Justin Sand
Group Manager

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 23 day of July 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Lumos and Associates (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 60 days.

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 $27,200 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

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

8. Consultant's Books and Records.

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

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

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

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

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

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

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

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

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

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

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

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

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

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

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

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

If to Consultant:

Provide a copy to:

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.

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 Anush Nejad

Anush Nejad, Director of Public Works

Date Jul 23, 2024

CONSULTANT: Lumos and Associates

By Timothy Russell
Timothy Russell (Jul 23, 2024 07:29 PDT)

Tim Russell, Director of Engineering

Date Jul 23, 2024

Business License # 314513

APPROVED AS TO FORM:

By
Heather Stroud (Jul 23, 2024 09:48 PDT)

Heather Stroud, City Attorney

Date Jul 23, 2024

ATTEST:

By
Susan Blankenship (Jul 23, 2024 11:24 PDT)

Susan Blankenship, City Clerk

Date Jul 23, 2024

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification
Exhibit D – Certificate of Insurance (COI)

**EXHIBIT A**

**SCOPE OF SERVICES**

LUMOS & ASSOCIATES

Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno www.LumosInc.com

**Lake Tahoe**
312 Dorla Court, Suite 202 | PO Box 890
Zephyr Cove, Nevada 89448
775.588.6490

June 8, 2024 LA24.566

Stephen Anderjack
Associate Civil Engineer
City of South Lake Tahoe
1740 D St
South Lake Tahoe, CA 96150
Via email: sanderjack@cityofslt.us

***Subject: James and Eloise Drainage Maintenance Project***
***Proposal for Professional Services***

Dear Mr. Anderjack:

Lumos & Associates, Inc. (Lumos) is pleased to provide you with this proposal for engineering and related services for the proposed James and Eloise Drainage Maintenance Project.

## Project Understanding

The proposed project involves the trenchless pipe rehabilitation of approximately 300 lineal feet of the City of South Lake Tahoe's existing public storm drain system. The proposed storm drain improvements cross 2028 & 2042 5th Street, 942 James Avenue, 953 Eloise Avenue, and public right of way in the City of South Lake Tahoe, California.

The existing 54-inch arch corrugated metal pipe (CMP) storm drain is near the end of its useful life. The bottom section of the pipe along the flowline is essentially rusted out due to significant corrosion, therefore threatening the structural integrity of the pipe, as well posing risk of further scouring of the pipe subgrade during storm events. On the surface directly above the pipe alignment, the property owner at APN 023-191-022 and 023-191-023 has built numerous structures (wooden decks and stairs, lean-to sheds, etc.) and stored vehicles and equipment over the years, creating more challenges and costs related to an open-trench pipe replacement option. Our team has discussed this project with multiple CIPP lining contractors to determine whether this section of pipe would be a strong candidate for lining. Both contractors agreed that this would be a candidate, but recommended CCTV along the existing storm drain alignment to fully understand the extents of grout patching to fill voids and prep the pipe for lining operations. If the CCTV assessment conducted during the pre-design stage allows for trenchless pipe rehabilitation, either cured-in-place-pipe (CIPP) or spray-in-place-pipe (SIPP) lining, then the benefits of lining the pipe versus an open-trench pipe replacement would likely result in the following:

- Lower overall construction costs
- Create a like-new, smooth and structurally stable lined pipe
- Drastically shorten the construction period and inconvenience to adjacent properties and traffic along James Avenue and Elouise Avenue. Preliminary construction schedule to line approximately 300 lineal feet of pipe is estimated at approximately 2-3 days (1 day for prep and 1-2 days for lining activities)
- Eliminate the need to remove and replace all the private surface improvements along the pipe alignment

- Avoid an open trench directly adjacent to an existing building foundation

This proposal outlines the scope and fee associated with developing construction plans for trenchless pipe rehabilitation of the existing storm drain. If the CCTV pipe evaluation reveals that the project is not a good candidate for trenchless rehabilitation, then this proposal/future agreement can be amended to include the development of construction plans for open-trench pipe replacement option.

We propose the following tasks to assist you with your project:

## Project Scope

### Task 1 – Storm Drain CCTV Assessment and Recommendations

Lumos will hire a sub-consultant to clean with Hydro-Vac and then CCTV the existing storm drain system. Lumos will review the existing storm drain CCTV videos and any as-builts, photos or other relevant documentation provided by the City. The CCTV will provide the opportunity to identify current pipe conditions, locate lateral/blind connect tie-ins (if any), confirm information from as-builts, and determine the necessary prep work to support trenchless pipe rehabilitation activities. Information taken from the CCTV assessment, as well as observations and recommendations for improvements, will be summarized in a brief memorandum.

### Task 2 – Civil Design, OPCC, and Construction Documents (Trenchless Pipe Rehabilitation Option)

Lumos shall prepare Final Construction Plans, Engineer's Opinion of Probable Construction Cost (OPCC), and Technical Specifications suitable for construction bid advertisement for the project, as described in the Project Understanding section, in accordance with the City's standards and requirements. The drawings will be prepared on 24x36" format sheets at standard engineering scale. The plans will show all elements of project construction including but not limited to title sheet, plan and profile, detail sheets, BMP plan, easement/right-of-way lines, control, property information, and any other details necessary for construction. The plans will be submitted to the City of South Lake Tahoe for review at the 90% and Final submittal stages. At the 90%, and Final project milestones, Lumos will conduct one (1) virtual meeting with the City to review the design and discuss design comments. Lumos understands that additional meetings may be required to discuss review comments and design issues. Lumos will perform a quality control review of the revisions to ensure comments have been addressed at each submittal stage.

90% Improvement Plans Submittal:

Lumos will submit 90% plans and OPCC to the City for review. Draft contract documents and technical specifications will be provided at 90%. The City will electronically provide Lumos the boilerplate of the contract documents and technical specifications in MS Word format.

Final Improvement Plans Submittal:

The Final design plans will address all comments generated from the 90% design plan review. The Final contract documents shall include all bid items, alternative options and technical provisions required for the project. A Final Engineer's Opinion of Probable Construction Cost will be prepared for the project based on final designs and any alternative options. The cost options shall be in the same format as the bid proposal form included in the contract documents. An estimate of the time necessary to complete construction will be provided by Lumos.

**Task 3 – Construction Assistance**
Lumos & Associates will be available to answer questions, modify plans, review submittals, or prepare record drawings. The fees required to complete this task cannot be anticipated. Therefore, this task will be billed on a time and materials basis in accordance with our current fee schedule.

**Task 4 – On-Call Services**
Lumos & Associates will be available to complete additional work and/or attend project meetings not otherwise specified in this scope of services and as requested by the client. Lumos shall receive written authorization from the client prior to commencing any work under this task. Work performed under this task will be billed on a time and materials basis in accordance with our current fee schedule.

**Assumptions / Exceptions**
Lumos has made the following assumptions in preparation of this proposal:

- Trenchless pipe rehabilitation improvements are proposed for this project. If after the completion of Task 1 it is determined that trenchless rehabilitation is not a viable solution, then this proposal/future agreement can be amended to include the development of construction plans for an open-trench pipe replacement option.
- This project is exempt from TRPA permitting, as the project falls under the "repair and maintenance of existing facilities" category
- Any permit application submittals will be made by the City.
- No work is proposed within Caltrans right-of-way.
- Design of permanent BMPs to bring the affected parcels into BMP compliance is not included.
- This scope does not include preparation of a drainage report, environmental analysis, or any other technical engineering reports as we do not anticipate them being required.
- Geotechnical investigation is not included with this proposal. If a soils investigation is required, Lumos can provide a separate scope and fee.
- No easement document preparation is included.
- All permit application and permit fees will be the responsibility of the City.
- The City will be responsible for bidding the project.

**Fees**
The tasks described in the Scope of Work will be completed for the following fees:

| Task | Description | Fee |
|---|---|---|
| Task 1 | Storm Drain CCTV Assessment and Recommendations | $10,300 |
| Task 2 | Civil Design, OPCC, and Construction Documents (Trenchless Pipe Rehabilitation Option) | $13,200 |
| Task 3 | Construction Assistance | $3,700 |
| Task 4 | On-Call Services (T&M) | - |
| | Total: | $27,200 |

Tasks 1-3 are lump sum. Task 4 is based on time and materials using our current fee schedule. This proposal does not include provisions for surveying, geotechnical investigation, construction staking, inspection, or materials testing services. Lumos & Associates will be happy to amend this proposal as necessary to include any of these services.

If this proposal is acceptable, please execute the attached contract and provisions and return the same to our office. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal. This proposal is valid for 30 days and subject to change from the date of the proposal.

Lumos & Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,

_____

Dan Stucky, P.E.
Group Manager – CA PE 77083

## EXHIBIT C

### ANTI-LOBBYING CERTIFICATION

**Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Tim Russell, P.E., Director of Engineering

By: Timothy Russell
Timothy Russell (Jul 23, 2024 07:29 PDT)

**EXHIBIT D**

**Certificate of Insurance**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/11/2024

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

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

**PRODUCER**
L/P Insurance Services LLC
300 East 2nd Street
Suite 1300
Reno NV 89501

**CONTACT NAME:** Jessica Carroll
**PHONE (A/C, No, Ext):** (775) 996-6000 **FAX (A/C, No):** (775) 473-9288
**E-MAIL ADDRESS:** jessica.carroll@lpins.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Phoenix Insurance Co | 25623 |
| INSURER B: Travelers Property Casualty Co of Ameri | 25674 |
| INSURER C: Charter Oak Fire Insurance Co | 25615 |
| INSURER D: Travelers Casualty & Surety Co of Ameri | 31194 |
| INSURER E: Arch Specialty Ins Co/Coalition | 21199 |
| INSURER F: | |

**INSURED**
Lumos & Associates, Inc. dba: Lumos and Associates
Tobey Wade Consulting
950 Sandhill Rd, Ste. 100
Reno NV 89521

**COVERAGES** **CERTIFICATE NUMBER:** CL23121994211 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Drone/Watercraft Liability Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | A.M. Best Rating: A++ XV<br>P6303F300743PHX23 | 12/30/2023 | 12/30/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>1,000,000<br>10,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS SCHEDULED AUTOS<br>X HIRED AUTOS X NON-OWNED AUTOS | | | A.M. Best Rating: A++ XV<br>8101L5008512343G | 12/30/2023 | 12/30/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | A.M. Best Rating: A++ XV<br>CUP3K0890112343<br>Follows Form | 12/30/2023 | 12/30/2024 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | A.M. Best Rating: A++ XV<br>UB3P3503902343G | 12/30/2023 | 12/30/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| D | Professional/Pollution<br>Architects/Engineers | | | A.M. Best Rating: A++ XV<br>107906413 | 9/30/2023 | 4/1/2025 | Limit Per Claim<br>Aggregate | | $2,000,000<br>$4,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: James and Eloise Drainage Mainteance / Additional Interest Name(s): City of South Lake Tahoe.
See Attached Additional Comments/Remarks page for information regarding additional coverage terms and Additional Insured status.

**CERTIFICATE HOLDER**
sanderjack@Cityofslt.us
City of South Lake Tahoe
1740 D St
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**
Jessica Carroll/JESS

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# COMMENTS/REMARKS

Insurer E: Cyber Liability / Policy #C4NHM084997CYBER2023 / Effective 03/31/2023 - 03/31/2024 - Limit of Liability $2,000,000 Each Claim.

Continued from Description of Operations Section:

NAMED INSURED: LUMOS & ASSOCIATES, INC.

When Named Insureds operations are performed for Certificate Holder and/or entities listed in Description of Operations on the Acord 25 form pursuant to a valid written contract or agreement executed by the Named Insured prior to loss, in accordance with the noted policy(ies): Additional Insured Status is determined by attached GL Form #CGD414(04/08) and #CGD379(02/19), Auto Form #CAT353(02/15) and #CAT474(02/16); Waiver of Subrogation Status is determined by GL Form #CGD379(02/19), Auto Form #CAT353(02/15), Workers Compensation Form #WC000313 & WC990376 (CA); Primary and Non-Contributory Status is determined by GL Form #CGD414(04/08) and Auto Form #CAT474(02/16). Umbrella/Excess Liability Follows Form.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

**A.** Non-Owned Watercraft – 75 Feet Long Or Less

**B.** Who Is An Insured – Unnamed Subsidiaries

**C.** Who Is An Insured – Retired Partners, Members, Directors And Employees

**D.** Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

**E.** Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

**F.** Blanket Additional Insured – Controlling Interest

**G.** Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

**H.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

**I.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

**J.** Incidental Medical Malpractice

**K.** Medical Payments – Increased Limit

**L.** Amendment Of Excess Insurance Condition – Professional Liability

**M.** Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

**N.** Contractual Liability – Railroads

**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

**1.** The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**(2)** A watercraft you do not own that is:

**(a)** 75 feet long or less; and

**(b)** Not being used to carry any person or property for a charge;

**2.** The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

**e.** Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

**(1)** 75 feet long or less; and

**(2)** Not being used to carry any person or property for a charge;

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

**a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and


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**b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

**a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or

**b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

**a.** A limited liability company;

**b.** An organization other than a partnership, joint venture or limited liability company; or

**c.** A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

**(1)** "Bodily injury":

**(a)** To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

**(b)** To the spouse, child, parent, brother or sister of that current partner, member or director 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 Paragraph **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**(2)** "Personal injury":

**(a)** To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(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 Paragraph **(2)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

**(3)** "Property damage" to property:

**(a)** Owned, occupied or used by; or

**(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 retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.


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**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

**3.** Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:

**(1)** Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

**(2)** Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

**b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

**c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

**a.** A limited liability company;

**b.** An organization other than a partnership, joint venture or limited liability company; or

**c.** A trust;

as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

**1.** The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

**a.** Such financial control; or

**b.** Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**2.** The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

**a.** Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,


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subsequent to the signing of that contract or agreement; and

**b.** Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

**a.** The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**b.** The insurance provided to such person or organization does not apply to:

**(1)** Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

**(2)** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

**a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

**b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. INCIDENTAL MEDICAL MALPRACTICE**

**1.** The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**2.** The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,


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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**3.** The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

**4.** The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

**5.** The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

**6.** The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

**7.** Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

**a.** $10,000; or

**b.** The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

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**N. CONTRACTUAL LIABILITY – RAILROADS**

**1.** The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

**2.** Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.


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# BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1.** The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

**a.** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

**b.** If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

**c.** In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

**d.** This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

**e.** This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2.** The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3.** The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

**a.** The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:


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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b.** If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c.** The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**d.** The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

**4.** The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

**a.** After the signing and execution of the contract or agreement by you;

**b.** While that part of the contract or agreement is in effect; and

**c.** Before the end of the policy period.


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# BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.


**A. BROAD FORM NAMED INSURED**

**B. BLANKET ADDITIONAL INSURED**

**C. EMPLOYEE HIRED AUTO**

**D. EMPLOYEES AS INSURED**

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

**G. WAIVER OF DEDUCTIBLE – GLASS**

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

**J. PERSONAL PROPERTY**

**K. AIRBAGS**

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

**M. BLANKET WAIVER OF SUBROGATION**

**N. UNINTENTIONAL ERRORS OR OMISSIONS**


**PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

**C. EMPLOYEE HIRED AUTO**

**1.** The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2.** The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your


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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**1.** The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(2)** Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**2.** The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**(5)** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

**(a)** With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

**(i)** You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

**(ii)** Neither you nor any other involved "insured" will make any settlement without our consent.

**(iii)** We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

**(iv)** We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

**(v)** We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

**(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

**(c)** This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.


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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

**(d)** It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

**(1)** Owned by an "insured"; and

**(2)** In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

**a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

**b.** The airbags are not covered under any warranty; and

**c.** The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

**(a)** You (if you are an individual);

**(b)** A partner (if you are a partnership);

**(c)** A member (if you are a limited liability company);

**(d)** An executive officer, director or insurance manager (if you are a corporation or other organization); or

**(e)** Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by


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such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.


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# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**PROVISIONS**

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.


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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: [redacted]

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

[redacted]

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) -** 001

**POLICY NUMBER:** [redacted]

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

| Person or Organization | Job Description |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective [redacted] Policy No. [redacted] Endorsement No.
Insured [redacted] Premium

Insurance Company [redacted] Countersigned by [redacted]

**DATE OF ISSUE:** [redacted] **ST ASSIGN:**

[redacted]

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## POLLUTION LIABILITY ENDORSEMENT – WITH PRIMARY OTHER INSURANCE AND VICARIOUS LIABILITY COVERAGE

This endorsement changes the following:

**Design Professionals Liability Coverage**

---

**It is agreed that:**

1. The following replaces section **IV. DEFINITIONS**, **J. Insured**:

   ***Insured*** means any **Insured Person**, **Named Insured**, **Predecessor Firm**, or **Described Client**.

2. The following replaces section **IV. DEFINITIONS**, **Y. Wrongful Act**:

   ***Wrongful Act*** means any:

   1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of or failure to render **Professional Services**;
   2. **Network and Information Security Offense**; or
   3. **Pollution Incident**,

   by any **Insured**, or by any person or entity, including any joint venture, for whom the **Insured** is legally liable.

3. The following are added to section **IV. DEFINITIONS**:

   ***Bodily injury*** means harm to the physical health of other persons, including sickness or disease, mental anguish, injury, illness, emotional distress, loss of services, or death.

   ***Described Client*** means any client of a **Named Insured**, but only for any **Claim** that is caused by a **Wrongful Act** that is a **Pollution Incident** resulting solely from the operations of the **Named Insured** or any person or entity for whom the **Named Insured** is legally liable; provided that there is a written agreement, in effect at the time of the **Pollution Incident**, requiring that such **Described Client** be named as an **Insured** in the **Named Insured's** insurance policy for **Claims** based upon or arising out of pollution.

   ***Hostile Fire*** means a fire that becomes uncontrollable or breaks out from where it was intended to be.

   ***Mobile Equipment*** means any of the following types of land vehicles, including attached machinery or equipment:

   1. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads.
   2. Vehicles maintained for use solely on or next to premises the Insured owns or rents.
   3. Vehicles that travel on crawler treads.
   4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      a. Power cranes, shovels, loaders, diggers, or drills; or
      b. Road construction or resurfacing equipment such as graders, scrapers, or rollers.
   5. Vehicles not described in 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
      a. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting, and well-servicing equipment; or
      b. Cherry pickers and similar devices used to raise or lower workers.
   6. Vehicles not described in 1., 2., 3., 4., or 5. above maintained primarily for purposes other than transportation of persons or cargo.

   ***Pollution*** means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any **Pollutant**.


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***Pollution Incident*** means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of **Pollutants** into or upon the land or structures thereupon, the atmosphere or any watercourse or body of water, which results in **Bodily Injury** or **Property Damage**.

***Pollutant*** means any solid, liquid, gaseous, or thermal irritant or contaminant, including:

1. smoke, vapors, soot, fumes;
2. acids, alkalis, chemicals; and
3. waste, including materials to be recycled, reconditioned, or reclaimed.

**Pollutant** does not include smoke, vapors, soot, or fumes from a **Hostile Fire**.

***Property Damage*** means:

1. physical injury to tangible property, including all resulting loss of use of such property; or
2. loss of use of tangible property that is not physically injured.

4. The following is added to section **V. EXCLUSIONS**:

**Pollution**, **or Ownership or Use of Automobiles**, **Aircraft**, **or Watercraft at Certain Locations**

This policy does not apply to any **Claim** based upon or arising out any of the following on projects where the **Insured** is responsible for construction, erection, fabrication, or remediation:

1. **Pollution** at, on, in, or from any property or facilities that were at any time owned or rented by the **Insured** or by any entity in joint venture with the **Insured**.
2. Ownership, maintenance, use, operation, loading, or unloading of any automobile, aircraft, watercraft, or rolling stock, provided that this exclusion will not apply to the ownership, maintenance, use, operation, loading, or unloading of any **Mobile Equipment**.

5. The following replaces section **VI. CONDITIONS**, **B. OTHER INSURANCE**:

This policy will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is:

1. written specifically excess of this policy by reference in such other insurance to this policy; or
2. issued to a **Described Client**.

This policy will not be subject to the terms of any other insurance.

When such other insurance available to the **Insured** has been issued for a specific project or projects, this policy will not respond until the limit of liability of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent, self-insured or otherwise, has been exhausted.

When such other insurance available to the **Insured** is issued to a **Described Client**, this policy will apply as primary insurance for any **Claim** covered by both this policy and such other insurance. For such **Claims**, the insurance issued to the **Described Client** will apply as excess over, and will not contribute with, the insurance available under the policy.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.


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# PROFESSIONAL LIABILITY TERMS AND CONDITIONS

***Important Note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period.***
***The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.***
***Please read the policy carefully.***

These Professional Liability Terms and Conditions apply to the **Professional Liability Coverage**. If any provision in these Professional Liability Terms and Conditions is inconsistent with or in conflict with any provision of the **Professional Liability Coverage**, the provisions of the **Professional Liability Coverage** will control.

## *I. DEDUCTIBLE*

The first **Named Insured** will bear uninsured the amount of any applicable Deductible.

The Company's obligation to pay **Damages** and **Defense Expenses** applies only to the amount of **Damages** and **Defense Expenses** that are in excess of the applicable Deductible for each **Claim** amount set forth in ITEM 5 of the Declarations. The Company may, at its discretion, pay all or part of any Deductible amount on behalf of the first **Named Insured**, and in such event, the first **Named Insured** agrees to repay the Company any amounts so paid.

If ITEM 5 of the Declarations indicates that a Deductible applies for all **Claims**, the **Insured's** obligation to pay **Damages** and **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the Deductible amount for all **Claims** set forth in ITEM 5 of the Declarations. If there is no Deductible amount shown for all **Claims**, the first **Named Insured** will be responsible for the each **Claim** amount for each and every **Claim**, without further limitation regardless of how often it applies.

## *II. LIMITS*

A. Professional Liability Coverage Limits

1. Professional Services and Network and Information Security Offenses Coverage Limits

   Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**:

   a. the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for each **Claim** made during the **Policy Year** that results from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the Professional Services and Network and Information Security Offenses Coverage Limits for each **Claim** set forth in ITEM 5 of the Declarations;

   b. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Policy Year** that result from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the Professional Services and Network and Information Security Offenses Coverage Limit for all **Claims** set forth in ITEM 5 of the Declarations; and

   c. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Automatic Extended Reporting Period** or the **Optional Reporting Period**, if applicable, that result from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the remaining Professional Services and Network and Information Security Offenses Coverage Limits for the last **Policy Year** in effect at the time this policy is cancelled or not renewed.


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B. Additional Benefits Limits

1. Crisis Event Expenses Limits

Regardless of the number of **Crisis Events** qualifying for **Crisis Event Expenses**, or the number of persons or entities who are **Insureds**:

a. the Company's maximum limit for **Crisis Event Expenses** for each **Crisis Event** first occurring during the **Policy Year** will not exceed the Crisis Event Expenses Limits for each **Crisis Event** set forth in ITEM 6 of the Declarations; and

b. the Company's maximum limit for **Crisis Event Expenses** for all **Crisis Events** first occurring during the **Policy Year** will not exceed the remaining Crisis Event Expenses Limit for all **Crisis Events** set forth in ITEM 6 of the Declarations.

2. Disciplinary or Regulatory Proceeding Expenses Limits

Regardless of the number of **Disciplinary or Regulatory Proceedings** qualifying for **Disciplinary or Regulatory Proceeding Expenses**, or the number of persons or entities who are **Insureds**:

a. the Company's maximum limit for **Disciplinary or Regulatory Proceeding Expenses** for each **Disciplinary or Regulatory Proceeding** first initiated during the **Policy Year** will not exceed the Disciplinary or Regulatory Proceeding Expenses Limits for each **Disciplinary or Regulatory Proceeding** set forth in ITEM 6 of the Declarations; and

b. the Company's maximum limit for **Disciplinary or Regulatory Proceeding Expenses** for all **Disciplinary or Regulatory Proceedings** first initiated during the **Policy Year** will not exceed the remaining Disciplinary or Regulatory Proceeding Expenses Limit for all **Disciplinary or Regulatory Proceedings** set forth in ITEM 6 of the Declarations.

Payment of **Crisis Event Expenses** and **Disciplinary or Regulatory Proceeding Expenses** are not subject to a Deductible and do not reduce the applicable Professional Liability Coverage Limits.

C. Other Provisions

Payment of **Damages** and **Defense Expenses** will reduce and may exhaust the applicable Professional Liability Coverage Limits. In the event the amount of **Damages** or **Defense Expenses**, or a combination thereof, exceeds the portion of the applicable Professional Liability Coverage Limits remaining after prior payments of **Damages** or **Defense Expenses,** or a combination thereof, the Company's liability shall not exceed the remaining amount of the applicable Professional Liability Coverage Limits. In no event will the Company be obligated to make any payment for **Damages** or **Defense Expenses** with regard to a **Claim** made after the applicable Professional Liability Coverage Limit has been exhausted by payment or tender of **Damages**, or payment of **Defense Expenses**.

If the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the premium for this policy will be deemed fully earned, all obligations of the Company will be completely fulfilled, and the Company will have no further obligations.

## *III. CLAIM DEFENSE*

A. The Company has the right and duty to defend any **Claim** covered by this policy, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**, provided that the Company is not obligated to defend or to continue to defend any **Claim** made after the applicable Professional Liability Coverage Limit is exhausted by payment of **Damages** and **Defense Expenses**.

B. The **Insured** will cooperate with the Company and, upon the Company's request:

1. assist in the defense and settlement of **Claims**;
2. assist in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of a **Wrongful Act**; and
3. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.


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## *IV. RIGHT TO APPEAL*

The Company has the right, but not the duty, to appeal a judgment awarded against an **Insured** in a **Claim** the Company defends.

## *V. TRANSFER CONTROL OF DEFENSE*

A. Before the applicable Professional Liability Coverage Limit is exhausted by the payment of amounts covered under this policy, the **Insured** may take control of the **Claim** defense of any outstanding **Claim** previously reported to the Company, provided that the Company consents to, or a court orders, such transfer of control.

B. If the applicable Professional Liability Coverage Limit is exhausted by the payment of amounts covered under this policy, the Company will notify the **Insured** as soon as practicable of all outstanding **Claims** the Company is defending that are subject to such limit.

C. The Company agrees to take all steps necessary during a transfer of control of defense to the **Insured** of any outstanding **Claim** to continue that defense during such transfer. When the Company takes such steps, the **Insured** agrees that the Company does not waive or relinquish any of the Company's rights under this policy. The **Insured** also agrees to repay the reasonable expenses incurred by the Company for such steps taken after the applicable Professional Liability Coverage Limit has been exhausted.

## *VI. PRE-CLAIM ASSISTANCE*

At the Company's discretion, the Company will pay **Pre-Claim Expenses** for a **Potential Claim** reported in accordance with section VIII. NOTICE OF POTENTIAL CLAIMS. **Pre-Claim Expenses** must be incurred prior to the date that any **Claim** is made based upon or arising out of such **Potential Claim**. Payment of **Pre-Claim Expenses** is not subject to a Deductible and does not reduce the applicable Professional Liability Coverage Limits. Once a **Potential Claim** becomes a **Claim**, **Damages** and **Defenses Expenses** that result from such **Claim** are subject to a Deductible and will reduce the applicable Professional Liability Coverage Limits.

## *VII. INSURED'S DUTIES IN THE EVENT OF A CLAIM*

In the event a **Principal Insured** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this policy, will give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** will give the Company such information, assistance and cooperation as the Company may reasonably require.

All notices under this section must be sent or delivered to the Company set forth in ITEM 3 of the Declarations and are effective upon receipt. The **Insured** will not voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company will not be liable for any settlement, **Defense Expenses**, assumed obligation, or admission to which it has not consented.

## *VIII. NOTICE OF POTENTIAL CLAIMS*

If a **Principal Insured** becomes aware of a **Potential Claim** and gives the Company written notice during the **Policy Period** of the particulars of such **Potential Claim** including:

A. all known facts related to the **Potential Claim**;

B. the identity, if known, of each person allegedly involved in or affected by such **Potential Claim**;

C. the date such persons became aware of the **Potential Claim**;


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D. the dates of the alleged events; and

E. the reasons for anticipating a **Claim**,

any **Claim** subsequently made against any **Insured** arising out of such **Potential Claim** will be deemed to have been made on the date such notice was received by the Company.

All notices under this section must be sent or delivered to the Company set forth in ITEM 3 of the Declarations and will be effective upon receipt.

## *IX. RELATED CLAIMS*

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim** , whichever is applicable. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made the date:

A. the first of such **Claims** for **Related Wrongful Acts** was made; or

B. the first notice of such **Potential Claim** for **Related Wrongful Acts** was received by the Company,

whichever is earlier.

## *X. SUBROGATION*

In the event of payment under this policy, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

Section X. SUBROGATION does not apply if the **Insured**, prior to the date a **Wrongful Act** is committed, has waived its right of recovery for **Damages** that result from such **Wrongful Act**.

## *XI. RECOVERIES*

All recoveries from third parties for payments made under this policy apply, after first deducting the costs and expenses incurred in obtaining such recovery:

A. first, to the Company to reimburse the Company for any Deductible amount it has paid on behalf of any **Insured**;

B. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder, but for the fact that such amount is in excess of the applicable limit hereunder;

C. third, to the Company to reimburse the Company for the amount paid hereunder; and

D. fourth, to the **Insured** in satisfaction of any applicable Deductible paid by the **Insured**,

provided that such recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

## *XII. ACQUISITIONS*

If, during the **Policy Period**, the **Named Insured** acquires or forms an entity that performs **Professional Services**, coverage will be provided for such acquired or formed entity and its respective **Insured Persons** for **Wrongful Acts** committed after the **Named Insured** acquires or forms such entity. Coverage for such entity will end 90 days after the acquisition or formation of such entity, or the end of the **Policy Year**, whichever is earlier, unless the Company has agreed to provide such coverage by endorsement.


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## *XIII. SPOUSAL AND DOMESTIC PARTNER PROFESSIONAL LIABILITY COVERAGE*

This policy applies to **Damages** and **Defense Expenses** for a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law of an **Insured Person**, but only for a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the domestic partner.

The Company has no obligation to make any payment for **Damages** or **Defense Expenses** in connection with any **Claim** made against a spouse or domestic partner of an **Insured Person** for any actual or alleged **Wrongful Act** committed by such spouse or domestic partner.

## *XIV. AUTOMATIC EXTENDED REPORTING PERIOD*

If this policy is cancelled or not renewed, the **Automatic Extended Reporting Period** applies without additional premium effective the date such policy is cancelled or not renewed. The **Automatic Extended Reporting Period** applies to **Claims** made and reported to the Company during the **Automatic Extended Reporting Period**, but only for **Wrongful Acts** committed wholly prior to the effective date this policy is cancelled or not renewed, and which otherwise would be covered. A **Claim** made during the **Automatic Extended Reporting Period** will be deemed to have been made on the last day of the **Policy Period**.

## *XV. OPTIONAL EXTENDED REPORTING PERIOD*

A. If this policy is cancelled or not renewed, the **Named Insured** may give the Company written notice that it desires to purchase an Optional Extended Reporting Period Endorsement for one of the periods set forth in ITEM 8 of the Declarations. The **Optional Extended Reporting Period** applies to **Claims** made during the **Optional Extended Reporting Period**, but only for **Wrongful Acts** committed wholly prior to the effective date this policy is cancelled or not renewed and which otherwise would be covered. A **Claim** made during the **Optional Extended Reporting Period** will be deemed to have been made on:

1. the last day of the **Policy Period**; or

2. if such **Claim** had earlier been reported to the Company during the **Policy Period** as **Potential Claim**, the date notice was received by the Company of such **Potential Claim**,

whichever is earlier.

B. The premium due for the Optional Extended Reporting Period Endorsement equals the percentage set forth in ITEM 8 of the Declarations of the annualized premium for this policy, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to the date such policy is cancelled or not renewed. The entire premium for the Optional Extended Reporting Period Endorsement will be deemed fully earned at the commencement of the **Optional Extended Reporting Period**.

The **Optional Extended Reporting Period** will not take effect unless the **Named Insured** has fulfilled all other duties, and complied with all other conditions and requirements under this policy, and:

1. written notice of such election is received by the Company within 60 days of the effective date such policy is cancelled or not renewed;

2. the additional premium for the Optional Extended Reporting Period Endorsement is paid when due; and

3. full payment of the earned premium due, and repayment of any Deductible owed, is received by the Company within 60 days of the effective date such policy is cancelled or not renewed.

When the **Optional Extended Reporting Period** applies, it replaces the **Automatic Extended Reporting Period**.


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## *XVI. ACTION AGAINST THE COMPANY*

No action will lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy, or until the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after actual trial, or by written agreement of the **Insured** , the claimant, and the Company.

No person or entity has any right to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the Company be impleaded by an **Insured** or such **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

## *XVII. CHANGES*

Only the first **Named Insured** is authorized to make changes to the terms of this policy and solely with the Company's prior written consent. This policy's terms can be changed only by endorsement issued by the Company and made a part of such policy. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person does not effect a change to any part of this policy, or estop the Company from asserting any right under the terms, exclusions, conditions and limitations of this policy, nor may the terms, exclusions, conditions and limitations hereunder be changed, except by a written endorsement to this policy issued by the Company.

## *XVIII. ASSIGNMENT*

This policy may not be assigned or transferred, and any such attempted assignment or transfer will be void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

## *XIX. MISREPRESENTATION*

This policy may be considered void if, after the Inception Date of the **Policy Period** set forth in ITEM 2 of the Declarations, any **Principal Insured** has intentionally concealed or misrepresented any material fact or circumstance, concerning this insurance or the subject thereof, provided that section XIX. MISREPRESENTATION does not apply if such **Principal Insured** mistakenly:

A. failed to disclose information to the Company; or

B. mislead the Company.

## *XX. LIBERALIZATION*

If, during the **Policy Period**, the Company makes any changes in the form of this policy that are intended to apply to all **Insureds** that have such forms as part of their policy, and by which the insurance afforded could be extended or broadened by endorsement or substitution of form without increased premium charge, then such extended or broadened insurance inures to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

## *XXI. AUTHORIZATION*

If this policy provides coverage for more than one **Named Insured**, the first **Named Insured** set forth in Item 1 of the Declarations is the sole agent and acts on behalf of all **Insureds** with respect to:

A. payment of premiums and deductibles;

B. receiving any return premiums;

C. receiving notices of cancellation, nonrenewal or change in coverage;


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D. requesting any change in coverage; or

E. making or, if applicable, consenting to settlement or compromise of any **Claim**,

provided that nothing herein relieves any **Insured** from giving any notice to the Company that is required under this policy.

## *XXII. HEADINGS*

The titles of the various paragraphs of this policy and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

## *XXIII. CONFORMITY TO STATUTE*

Any part of this policy that conflicts with any requirement of statutory or regulatory law that applies is automatically amended to conform to such law.

## *XXIV. LEGAL REPRESENTATIVES*

In the event of the death, incapacity or bankruptcy of an **Insured**, any **Claim** made against the estate, heirs, legal representatives or assigns of such **Insured** are deemed to be a **Claim** made against such **Insured**. Such estate, heirs, legal representatives or assigns have all of the **Insureds** rights and duties under this policy.

## *XXV. TERRITORY*

This policy applies to **Claims** made for **Wrongful Acts** committed anywhere in the world.


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# CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

**STAFF CONTACT INFORMATION**

- NAME: Stephen Anderjack
- DEPARTMENT: Public Works
- PHONE: 530-542-6033
- DATE OF SUBMITTAL: 7/16/2024

**CONTRACT/ AGREEMENT INFO.**

- NAME: Dan Stucky, PE
- CONTRACTOR/CONSULTANT: Lumos and Associates
- START: 7/16/24 END: 9/14/24 OPTION TO RENEW: ☑
- AMOUNT OF CONTRACT: $ 27,200

**BUDGET INFORMATION**

ACCOUNT NO.: 301-40053-48020
BUDGET AVAILABLE: YES
FUNDING VERIFIED: YES
GRANT FUNDING? Source Cannabis Federal? Yes ☐ No ☑

**Type of Contract**

Professional Services Agreement ☑ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐

Brief Description:
PSA for design services with Lumos and Associates for the James and Eloise Drainage Maintenance Project. Project was solicited to three design firms and two responded with proposals. Proposals were evaluated and Lumos was selected as the preferred design firm.

**Does this contract involve the following:** construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility? Yes ☐ No ☑ If **yes**, forward to Public Works for review
***(Public Works Director authorization required)***

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☑ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

| Reviewing Authority | Signature | Date Signed |
|---|---|---|
| Department Head | | |
| Public Works Director *(where applicable)* | Anush Nejad | Jul 23, 2024 |
| Dev. Services Director *(where applicable)* | | |
| Finance Director | A. Vikkamitova | Jul 23, 2024 |
| City Attorney | Heather Stroud (Jul 23, 2024 09:48 PDT) | Jul 23, 2024 |
| City Manager | Joseph Irvin (Jul 23, 2024 11:03 PDT) | Jul 23, 2024 |
| City Clerk | Susan Blankenship (Jul 23, 2024 11:24 PDT) | Jul 23, 2024 |

**City Council Meeting Date** ***(over $60K or where applicable)*:** _____

# C-172-2024 Lumos PSA James and Eloise

Final Audit Report 2024-07-23

| | |
|---|---|
| Created: | 2024-07-23 |
| By: | Andra Burnam (aburnam@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAkYWP9i62hljFX5iZTNbSJJ57s1Zwal8l |

## "C-172-2024 Lumos PSA James and Eloise" History

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2024-07-23 - 0:28:25 AM GMT

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2024-07-23 - 0:32:39 AM GMT

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2024-07-23 - 2:29:30 PM GMT

Signer trussell@lumosinc.com entered name at signing as Timothy Russell
2024-07-23 - 2:29:50 PM GMT

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2024-07-23 - 2:43:21 PM GMT

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2024-07-23 - 4:39:30 PM GMT

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2024-07-23 - 6:03:06 PM GMT

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2024-07-23 - 6:03:24 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.us)
2024-07-23 - 6:24:00 PM GMT

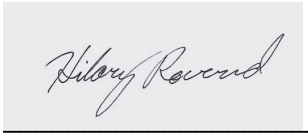
Document e-signed by Susan Blankenship (sblankenship@cityofslt.us)
Signature Date: 2024-07-23 - 6:24:27 PM GMT - Time Source: server

Agreement completed.
2024-07-23 - 6:24:27 PM GMT

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**13

**Agenda Item:** Amendment No. 3 to BPR Professional Services Agreement (PSA) for Inspection, Plan Review, and Permit Technician Services (3-year Contract) and Budget Appropriation

**Executive Summary:** A Request for Proposals was released from September 27, 2023 to October 18, 2023. At its November 21, 2023 meeting, the City County authorized 3-year Professional Services Agreements with BPR Group, TRB and Associates and 4Leaf Inc. with a not to exceed cumulative total for all three firms of $230,000. On October 22, 2024 City Council authorized an amendment to the BPR Group contract to increase the not to exceed total to $700,000. On March 24, 2026, City Council increased the not to exceed contract amount for BPR Group to $950,000 and $350,000 for TRB and Associates and 4 Leaf Inc. This is due to increased construction and VHR inspection activity as well as internal staffing changes. Due to ongoing increase construction activity and amendments to the VHR ordinance that went into effect on April 24, 2026, staff is recommend an approval of an amendment to increase the not to exceed contract amount for BPR Group to $1,500,000. A $500,000 budget appropriation is also being requested to be transferred from the Building Permit Fee-Long Term Account 271-03110-34140 to the Building and Safety account 100-03110-42025.

**Requested Action / Suggested Motions:** 1) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with BPR for Inspection, Plan Review and Permit Technician Service for a not-to exceed amount of $1,500,000; and 2) Pass a Resolution to appropriate $500,000 from the Building Permit Fee - Long Term Fund 271 available fund balance to the General Fund Building and Safety account 100-03110-42025

**Responsible Staff Member:** Zach Thomas, Director of Development Services

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff_Report-PSA_Amendments.docx
03-Resolution_BPR_CC2026.docx
02-PSA_BPR_Amendment_3.docx
04-C-270-2024 BPR Consulting Amendment 1.pdf
05-C-080-2026 BPR Amendment 2.pdf

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

## Meeting Date: August 11, 2026

**Title:** Amendment number 3 to BPR Professional Services Agreement (PSA) for Inspection, Plan Review, and Permit Technician Services (3-year Contract) and Budget Appropriation

**Location:** City-wide

**Responsible Staff Member:** Zach Thomas, Director of Development Services

**Background:** The City of South Lake Tahoe Development Services Department experiences significant variation in workload throughout the year outside of the economically driven ebb and flow of general permit activity. The two main contributing factors are weather and the grading season that extends from roughly May 1st to October 15th. The impact of these factors greatly contributes to an oscillation of permit applications, permit issuances, plan reviews, and building inspections between the winter months and the summer months. The variation and increase in workload have also been influenced with the creation and expansion of the VHR inspection program particularly after the most current VHR ordinance that went in effect on April 24, 2026. The use of professional consulting services allows for consistent service delivery in the areas of building permit application intake and issuance, building plan reviews and building inspections and VHR inspections.

A Request for Proposals was released from September 27, 2023, to October 18, 2023. At its November 21, 2023 meeting, the City Council authorized 3-year Professional Services Agreements with BPR Group, TRB and Associates, and 4Leaf Inc with a not-to-exceed cumulative total for all three firms of $230,000. On March 24, 2026 the City Council increased the previously increased not to exceed total contract amount of $700,000 as indicated in the amended Professional Services Agreement to $950,000 for BPR and increased the contract amounts of $230,000 for TRB and Associates and 4Leaf Inc. to $350,000.

**Issue and Discussion:** The City continues to experience a significant amount of large-scale construction activity requiring the increased use of the third-party consultants, especially BPR Group that primarily provides on-site inspection services. The overall increased construction activity (city-wide) has placed further demand on plan check and inspection services provided throughout the Department Services Department while the Department has simultaneously experienced staffing shortages due to personnel transitions. The strategic use of third-party services has ensured uninterrupted service delivery but has increased an expenditure rate of contract amounts faster than would otherwise occur.

BPR has also been providing inspection and permit technician services for the VHR program since June 2025. Continued VHR inspection services have been necessary since the new VHR ordinance went into effect on April 24th of this year. The new VHR ordinance eliminated the 150-foot buffer and imposed a cap of 900 VHR permits within residential zones. The

amendments to the VHR ordinance increased VHR permit activity after what had been the anticipated permitting slowdown as potential VHRs were buffered out by the previously in place 150-foot buffer requirement.

This increased inspection and reinspection activity has also resulted in an expenditure rate that is faster than would otherwise occur. It is important to note that many VHR inspections are not simple one-time experiences and often involve follow up with property owners to assist them in addressing necessary improvements to their properties as required by the VHR program inspection checklist. Depending upon the specifics of the property the overall inspection and follow up process can be time consuming and extend beyond the initial onsite inspection as there is often discovery of unpermitted work and unsafe conditions that must be remedied prior to the issuance of a VHR permit. Two third party field inspectors and one third party permit technician are used to maintain operation of the VHR inspection program.

At the time of this report, 613 VHR permits have been issued and there is still sufficient activity to warrant the use of two third party inspectors and one permit technician to maintain operation of the VHR inspection program. It is anticipated that this will be necessary until VHR permit activity reduces and the number of permits reaches the cap of 900.

BPR Group has and continues to provide plan review and inspection services for large projects such as Sugar Pine Village, the Multi-Generation Recreation and Aquatics Center (recently opened), the Ice Areana, Zalanta, Heavenly Village, and a variety of smaller projects of various uses and building types. Through these reviews, BPR has demonstrated proficiency in structural engineering, code knowledge, South Lake Tahoe local design criteria, and TRPA regulations.

TRB and Associates and 4Leaf Inc. also both provide valuable and necessary specialized plan review services for numerous projects including the City’s new affordable housing project located at 3900 Lake Tahoe Blvd.

**Financial Implications:** Based on the increased need of the services provided by BPR Group, staff recommends increasing the not to exceed total contract amount of $950,000 as indicated in the amended Professional Services Agreement to $1,500,000 and appropriating $500,000 to the Building and Safety account. Increasing the 3-year total contract amount will allow continued service of highly qualified inspectors, and permit technicians. It will also allow the ability to provide continued plan review for all project types and for larger projects that required mid project plan review for deferred submittals, design changes, fixes, and other items that must be reviewed for code compliance as well as the VHR inspection program. Funding to support the Professional Services Agreements for On-Call Plan Review Services is fully provided by building permit and TRPA application fees. The expenditures budget is being allocated accordingly and proportionally in each of the three annual adopted budgets for the term of the contracts. Funding for VHR inspection services is budgeted separately and partially offset by the VHR inspection fees and is not associated with building permit and TRPA application fees.

The $500,000 appropriation would come from building permit fees and be transferred from the Building Permit Fee-Long Term Fund 271 available fund balance (account 271-03110-50001) to the General Fund Building and Safety account 100-03110-42025.

**Environmental Considerations:** Approval of the Professional Services Agreement amendment is not considered a project by the California Environmental Quality Act (CEQA), because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

**Policy Implications:**

Continued implementation of the California Title 24 Code of Regulation, TRPA Regulations, and City of South Lake Tahoe City Code

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

**Amendment #3**

This Amendment modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and BPR Consulting Group ("Consultant") entered into on November 29, 2023 (C-246-2023).

The following sections of the Professional Services Agreement are amended to read as follows:

Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until November 29, 2026.

Section 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed ~~$230,000 $700,000 $950,000~~ $1,500,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

## Exhibit B

## SCHEDULE OF CHARGES AND TIMELINE

BUDGET

| | |
|---|---|
| Estimated fees (not to exceed)<br>(travel is included in the TOTAL (not to exceed amount) | $1,500,000 |
| TOTAL (not to exceed) | $1,500,000 |

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

CITY OF SOUTH LAKE TAHOE:

By_____
Cody Bass, Mayor

Date _____

CONSULTANT:

By _____
Bill Rogers, Principal-In-Charge

Date _____

APPROVED AS TO FORM:

By_____
Sergio Rudin, Interim City Attorney

Date _____

ATTEST:

By_____
Susan Blankenship, City Clerk

Date _____

# Resolution 2026-XXX

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

**August 11, 2026**

## Authorizing an Additional $500,000 Budget Appropriation for Contract Amendment with BPR Consulting Group for Inspections, Plan Review and Permit Center Technician Services

**BACKGROUND**

A. On November 21, 2023, the City Council authorized a 3-year Professional Services Agreements with BPR Consulting Group, TRB and Associates, and 4Leaf Inc.

B. On October 22, 2024, the City Council approved an amendment to the BPR Consulting Group contract to increase the no-to-exceed amount from 230,000 to $700,000 and to $950,000 on March 24, 2026, due to the increased needs of services.

C. The City of South Lake Tahoe continues to experience a large-scale construction and VHR permitting activity requiring increased use of the third-party consultants, especially BPR Consulting Group that provides primary on-site consulting services.

D. The overall increased construction activity (city-wide) has placed further demand on plan check and inspection services provided throughout the Development Services Department.

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

1. Appropriates $500,000 to continue the contract services with BPR.

2. Authorizes the transfer of $500,000 from the Building Permit Fee – Long Term Fund 271 available fund balance (account 271-03110-50001) to the General Fund Building and Safety account 100-03110-42025.

Adopted by the City of South Lake Tahoe City Council on August 11, 2026, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

**Amendment #1**

This Amendment dated October 22, 2024, modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and BPR Consulting Group ("Consultant") entered into on November 29, 2023 (C-246-2023).

Due to increased permitting workload, the Professional Services Agreement is hereby amended to increase the maximum compensation over the three-year term, as described below.

1. Section 3 (Compensation), and is amended to read in their entirety as follows:

   Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $700,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

2. Exhibit B (Schedule of Charges) is amended to change the not-to-exceed amount from $230,000 to $700,000.

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

CITY OF SOUTH LAKE TAHOE:

By Cody Bass (Oct 23, 2024 15:12 PDT)
Cody Bass, Mayor

Date 10/23/2024

CONSULTANT:

By Bill Rodgers (Oct 23, 2024 15:18 PDT)
Bill Rogers, Principal-In-Charge

Date 10/23/24

APPROVED AS TO FORM:

By Heather Stroud (Oct 23, 2024 14:45 PDT)
Heather Stroud, City Attorney

Date 10/23/24

ATTEST:

By Susan Blankenship (Oct 23, 2024 14:30 PDT) Date 10/23/2024

Susan Blankenship, City Clerk

# C-270-2024 BPR Consulting Amendment 1

Final Audit Report 2024-10-23

| | |
|---|---|
| Created: | 2024-10-23 |
| By: | Michelle Davis (medavis@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA9dNIwDCvoG0q2tjU3xMg89Zx7lPp_B4E |

## "C-270-2024 BPR Consulting Amendment 1" History

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2024-10-23 - 9:02:24 PM GMT

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2024-10-23 - 9:02:28 PM GMT

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2024-10-23 - 9:30:36 PM GMT

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2024-10-23 - 10:12:08 PM GMT

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2024-10-23 - 10:12:12 PM GMT

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Signature Date: 2024-10-23 - 10:12:21 PM GMT - Time Source: server

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2024-10-23 - 10:18:00 PM GMT

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Signature Date: 2024-10-23 - 10:18:23 PM GMT - Time Source: server

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2024-10-23 - 10:18:23 PM GMT

**CITY OF SOUTH LAKE TAHOE**

# PROFESSIONAL SERVICES AGREEMENT

**Amendment #2**

This Amendment modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and BPR Consulting Group ("Consultant") entered into on November 29, 2023 (C-246-2023).

The Professional Services Agreement is amended to read as follows:

Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until November 29, 2026.

Section 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed ~~$230,000 $700,000~~ $950,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

## Exhibit B

## SCHEDULE OF CHARGES AND TIMELINE

BUDGET

| | |
|---|---|
| Estimated fees (not to exceed)<br>(travel is included in the TOTAL (not to exceed amount) | $950,000 |
| TOTAL (not to exceed) | $950,000 |

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

CITY OF SOUTH LAKE TAHOE:

By _____
Keith Roberts (Mar 27, 2026 16:49:54 PDT)

Keith Roberts, Mayor Pro Tem

Date 03/27/2026

APPROVED AS TO FORM:

By _____
Heather Stroud (Mar 26, 2026 08:58:56 PDT)

Heather Stroud, City Attorney

ATTEST:

By _____
Susan Blankenship (Mar 25, 2026 13:45:48 PDT)

Susan Blankenship, City Clerk

CONSULTANT:

By Bill Rodgers
Bill Rodgers (Apr 6, 2026 12:18:07 PDT)

Bill Rogers, Principal-In-Charge

Date 04/06/2026

Date 03/26/2026

Date 03/25/2026

# C-080-2026 BPR Amendment 2

Final Audit Report 2026-04-06

| | |
|---|---|
| Created: | 2026-03-25 |
| By: | Michelle Davis (medavis@cityofslt.gov) |
| Status: | Signed |
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## "C-080-2026 BPR Amendment 2" History

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2026-03-25 - 8:45:20 PM GMT

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2026-03-27 - 11:48:57 PM GMT

Signer kroberts@cityofslt.gov entered name at signing as Keith j roberts
2026-03-27 - 11:49:52 PM GMT

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Signature Date: 2026-03-27 - 11:49:54 PM GMT - Time Source: server

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2026-03-27 - 11:50:33 PM GMT

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2026-04-03 - 11:55:08 PM GMT

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Signature Date: 2026-04-06 - 7:18:07 PM GMT - Time Source: server

Agreement completed.

2026-04-06 - 7:18:07 PM GMT

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**14

**Agenda Item:** 2026 National Community Survey Results

**Executive Summary:** The National Community Survey (NCS) is a comprehensive survey that allows municipalities to assess resident opinion and is an important benchmarking tool that allows for comparison among communities. The City partnered with Polco to conduct the NCS 2024 and has continued the partnership to conduct the NCS in 2026. The 2026 survey results along with comparisons to the 2024 results, national benchmark communities, and custom benchmark communities are included in the

**Requested Action / Suggested Motions:** Receive and file.

**Responsible Staff Member:** Hilary Roverud, Interim City Manager

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tiknomirova, Finance Director Sergion Rudin, Interim City Attorney

**Attachments:**

- 01-Staff Report
- 02-The NCS Report
- 03-The NCS Supplemental Report
- 04-The NCS Presentation

# City of South Lake Tahoe

Report to **City Council**

## Meeting Date: August 11, 2026

**Title: 2026 National Community Survey Report**

**Location:** Citywide

**Responsible Staff Member:** Hilary Roverud, Interim City Manager

**Background:** To better understand the community's opinions and priorities related to South Lake Tahoe's quality of life, in 2024 the city teamed up with the National Research Center at Polco to conduct the National Community Survey. Polco is a government technology firm that specializes in community engagement, survey research, data collection, analysis, reporting, and performance management.

The National Community Survey (NCS) is a comprehensive survey that allows municipalities to assess resident opinion and is an important benchmarking tool that allows for comparison among communities. The NCS was developed by the experts from National Research Center at Polco in partnership with the International City/County Management Association (ICMA) and has been administered in hundreds of communities across the United States. The NCS provides a statistically valid survey of resident opinions about the community and services provided. The NCS results give a comprehensive look at the City's strengths, areas of improvement, and residents' priorities. Over 500 communities participate in the NCS, allowing the City of South Lake Tahoe to compare ratings to municipalities nationwide.

**Issue and Discussion:** The City has continued its partnership with Polco to conduct the NCS in 2026. The NCS was available for residents to take between March 4th and June 14th. Initially, 3,000 randomly selected households received mailings containing a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link and QR code to give residents the opportunity to respond to the survey online instead of on paper. The survey was available in English and Spanish. All mailings contained information in both languages instructing participants on how to complete the survey in their preferred language. Of the households that received the invitations to participate, 307 completed the survey, providing an overall response rate of 10%. Households with local post office boxes were included in the sample, resulting in some residents outside the City limits receiving and taking the survey (14%).

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized on April 29th and was available for six weeks. The open-participation survey was identical to the random sample survey, with two small additions; it asked a question to confirm the respondent was a resident of South Lake

Tahoe and also a question about where they heard about the survey. The open-participation survey was open to all residents and there were 140 participants.

The margin of error around any reported percentage is 5.59% and survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of South Lake Tahoe.

The NCS focuses on the livability of South Lake Tahoe by categorizing survey questions into the ten main "facets" of community livability shown below, which have been identified through years of extensive survey research as those that are most impactful to residents' quality of life.

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The complete results report and supplemental report are included as Attachments 02 and 03. Key findings from the results are included in the attached summary presentation (Attachment 04).

Notable results related to City Council Strategic Priorities

Ability for Everyone Who Works Here to Live Here

- Ratings on the importance of Community Design overall declined from 70% to 65%. Positive responses on the quality of Community Design remained at 36%.
- Positive responses on the variety of housing options increased from 11% in 2024 to 18% in 2026 but remains lower than national and custom benchmarks.
- Positive responses on the availability of affordable quality housing increased from 3% in 2024 to 10% in 2026 and is lower than national but similar to custom benchmarks.

Efficient Government

- Positive responses on overall confidence in South Lake Tahoe Government declined from 30% in 2024 to 21% in 2026 and remained lower than national and custom benchmarks.
- Positive responses to overall customer service by City employees declined from 76% in 2024 to 64% in 2026 but remains similar to national and custom benchmarks.
- Positive responses to overall direction that the city is taking increased from 24% in 2024 to 33% in 2026 but remains lower than national and custom benchmarks.

- Positive responses to the quality of City services declined from 51% in 2024 to 41% in 2026 and remains lower than national and custom benchmarks.

Ensure Public Safety

- Ratings on the importance of Public Safety declined from 72% in 2024 to 68% in 2026, lower than national benchmarks. Quality ratings of Public Safety remain higher than importance ratings.
- Positive ratings for the overall feeling of safety in the city increased from 77% in 2024 to 79% in 2026, similar to national and custom benchmarks.
- The positive ratings for police, fire and EMS services in the city remain high and similar to, or higher than, national and custom benchmarks.

Grow and Diversify the Economy

- Ratings on the importance of the Economy declined slightly from 90% in 2024 to 86% in 2026 and remain much higher than ratings for quality.
- While positive ratings for overall economic health increased (23% in 2024 to 32% in 2026) and economic development services increased (25% in 2024 to 32% in 2026), ratings remain lower than national and custom benchmarks.

Improve Transportation

- Ratings on the importance of Mobility have remained steady with a slight decline from 83% in 2024 to 81% in 2026. Overall quality ratings have declined from 49% to 43%.
- Positive ratings on the overall quality of the transportation system has declined from 49% in 2024 to 43% in 2026.
- Positive ratings for the ease of travel by public transportation has increased (30% in 2024 to 41% in 2026) as well as bus or transit services (40% in 2024 to 52% in 2026).

Protect the Natural Environment

- The Importance and quality of the natural environment ratings remain above 90%, higher than national and custom benchmarks.
- Positive ratings for cleanliness have increased from 53% in 2024 to 67% in 2026.

Recreation and Equitable Access for All

- While importance ratings for Parks and Recreation have slightly decreased from 82% in 2024 to 75% in 2026, the quality rating has increased from 82% to 85%.
- All ratings for Parks and Recreation remain higher than or similar to national and custom benchmarks.
- Positive ratings for recreation programs or classes have increased from 62% in 2024 to 71% in 2026.
- Positive ratings for recreation centers or facilities have increased from 55% in 2024 to 75% in 2026.

More detailed conclusions can be drawn from the responses with a deeper analysis of the data, which staff can provide at the request of the City Council and/or as part of the

background for specific recommendations made on future agenda items.
This information is being presented to provide the City Council will community feedback to consider when making decisions and setting priorities. The data will also be used to track progress in improving community conditions and sentiment towards public services through implementation of the Strategic Plan. Best practice is to conduct the NCS every two years to track trends across the quality-of-life categories.

**Financial Implications:** None.

**Environmental Considerations:** Receipt of this report is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

**Policy Implications:** The National Community Survey is one tool that the City has implemented to gauge community sentiment on the quality of City services and to inform the City Council on community priorities.

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

# South Lake Tahoe, CA

## The National Community Survey

Report of Results
2026

**Report by:**

National Research Center

POWERED BY POLCO

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National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

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## About The NCS™

The National Community Survey™ (The NCS™) report is about the "livability" of South Lake Tahoe. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The NCS was developed by the experts from National Research Center at Polco in partnership with the International City/County Management Association (ICMA) and has been administered in hundreds of communities across the United States.

Great communities are partnerships of the government, private sector, community-based organizations, and residents, all geographically connected. The NCS focuses on the livability of South Lake Tahoe by categorizing survey questions into the ten main "facets" of community livability shown below, in addition to ratings for quality of life and local governance. These facets have been identified through years of extensive survey research as those that are most impactful to residents' quality of life.

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Community Connection

The report provides the opinions of a representative sample of 307 residents of the City of South Lake Tahoe collected from March 4th, 2026 to June 14th, 2026. The margin of error around any reported percentage is 5.59% for all respondents. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in South Lake Tahoe.

### Reporting Results

For the most part, the percentages presented in this report represent the "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey, respondents may answer "don't know." The proportion of respondents giving a "don't know" response is shown in the full set of responses included in the "Complete Data" section; however, these responses have been removed from the analyses presented in the main ..

### Benchmark Comparisons

Polco's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 400 communities whose residents evaluated the same kinds of topics on The NCS. The comparison evaluations include surveys from the past five years. If a jurisdiction has conducted multiple efforts in the past five years, only the most recent survey is included in the benchmark database. Polco adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range.

In each tab, South Lake Tahoe's results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by South Lake Tahoe residents. Being rated as “higher” or “lower” than the benchmark means that South Lake Tahoe's average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then South Lake Tahoe's average rating was more than 20 points different when compared to the benchmark.

In addition to these national benchmarks, comparisons were also made to a smaller cohort of communities that align more closely to the demographics in South Lake Tahoe. This cohort included similar communities in CA, CO, and AZ. Comparisons to these communities can be found throughout the report and in the Custom Benchmarks tab.

## Trends over time

Trend data for South Lake Tahoe represent important comparison data and should be examined for improvements or declines.[1] Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than eight percentage points between the 2024 and 2026 surveys, the change is statistically significant.

**1.** In 2020 and 2025, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due ..

# Methods

## Selecting Survey Recipients

All households within the City of South Lake Tahoe were eligible to participate in the survey. A list of all households within the zip codes serving South Lake Tahoe was purchased from Polco's mailing vendor, based on updated listings from the United States Postal Service.

Since some of the zip codes that serve South Lake Tahoe households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of South Lake Tahoe boundaries were removed from the list of potential households to survey. Each address identified as being within City boundaries was further identified as being within one of the three areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units sampled at a rate of 5:3 compared to single family housing units.

## Conducting the Random Sample Survey

The 3,000 randomly selected households began receiving survey mailings on March 4, 2026, and data collection remained open for fifteen weeks. The initial mailing was a postcard inviting residents to complete the survey online. Any mailers returned due to vacant housing were replaced with valid addresses.

Households with valid addresses from the original sample then received a follow-up survey packet containing a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. The replacement households followed the same mailing sequence, receiving a postcard followed by a survey packet.

All mailings included a web link and QR code, providing residents with convenient options to complete the survey online.

Of the 3,000 households that received the invitations to participate, 307 completed the survey, providing an overall response rate of 10%. The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.[1]

It is customary to describe the precision of estimates by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval quantifies the sampling error or imprecision of the survey results based on the total number of responses received. This is because *some* residents' opinions are relied on to estimate *all* residents' opinions. The margin of error for the City of South Lake Tahoe survey is no greater than plus or minus 5.59 percentage points around any given percent reported for all respondents (307 completed surveys).

## Conducting the Open Participation Survey

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized by the City of South Lake Tahoe. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of South Lake Tahoe and also a question about where they heard about the survey.

The open-participation survey was open to all city residents and became available on April 29th, 2026. The survey remained open for six weeks and 140 responses were received. The data presented in the following report excludes the open participation survey data, but the online report includes a tab which provides the complete open participation results.

## Analyzing the Data

Responses from mailed surveys were entered into an electronic dataset using a "key and verify" method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2024 American Community Survey estimates for adults in the City of South Lake Tahoe. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.[2] The results of the weighting scheme for the probability sample are presented in the following table.

Polco aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

| | | Unweighted | Weighted | Target [4] |
|---|---|---|---|---|
| **Age** | 18-34 | **11%** | **31%** | **31%** |
| | 35-54 | **25%** | **31%** | **31%** |
| | 55+ | **64%** | **38%** | **38%** |
| **Area** | East SLT | **25%** | **31%** | **31%** |
| | NW SLT | **46%** | **37%** | **37%** |
| | SW SLT | **29%** | **33%** | **33%** |
| **Hispanic origin** | No | **91%** | **75%** | **75%** |
| | Yes | **9%** | **25%** | **25%** |
| **Housing tenure** | Own | **71%** | **46%** | **46%** |
| | Rent | **29%** | **54%** | **54%** |
| **Housing type** | Attached | **22%** | **42%** | **42%** |
| | Detached | **78%** | **58%** | **58%** |
| **Race & Hispanic origin** | Not white alone | **16%** | **39%** | **39%** |
| | White alone, not Hispanic or Latino | **84%** | **61%** | **61%** |
| **Sex** | Man | **46%** | **51%** | **51%** |
| | Woman | **54%** | **49%** | **49%** |
| **Sex/age** | Man 18-34 | **4%** | **15%** | **15%** |
| | Man 35-54 | **13%** | **17%** | **17%** |
| | Man 55+ | **29%** | **20%** | **20%** |
| | Woman 18-34 | **6%** | **16%** | **16%** |
| | Woman 35-54 | **12%** | **15%** | **15%** |
| | Woman 55+ | **36%** | **18%** | **18%** |

## Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged, and can include non-response error, coverage error, recall bias, and social desirability bias.

*Non-response error* arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences that survey responders. For general resident surveys, where the results are meant to be generalized to the entire adult population living in households, the mailing lists based on the Delivery Sequence File from the United States Post Office may exclude certain types of housing units, such as those in multi-family buildings where mail is addressed to a named resident at the address rather than to a specific unit or where residents only receive their mail at a post office box and the geographic location of a residence cannot be determined, there may be a *coverage error*, although for most locations, this is minimal. Respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events, for example), and for some survey items, they may answer in ways they think cast their responses in a more favorable light (*recall bias* and *social desirability bias*).

## Survey Validity

See the Polco Knowledge Base article on survey validity at https://blog.polco.us/polco-knowledgebase/margin-of-error-and-confidence-level-in-survey-results

## Contact

The City of South Lake Tahoe funded this research. Please contact Hilary Roverud of the City of South Lake Tahoe at hroverud@cityofslt.gov if you have any questions about the survey.

**1**. See AAPOR's Standard Definitions for more information at https://aapor.org/standards-and-ethics/standard-definitions/
**2**. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf
**3**. Targets come from the 2020 Census and 2024 American Community Survey

# Key Findings

## Community Strengths

**Residents experience a high quality of life in South Lake Tahoe.**

• About 8 in 10 residents positively rated South Lake Tahoe as a place to live and indicated they plan to remain in the community for the next five years.
• About 6 in 10 rated South Lake Tahoe as an excellent or good place to raise children.
• A similar share, about 6 in 10, valued South Lake Tahoe as a place to retire, increasing from 43% excellent or good in 2024.
• Ratings for the sense of community in South Lake Tahoe increased from 48% in 2024 to 58% in 2026.

**Residents feel safe in South Lake Tahoe and appreciate the City's safety services.**

• About 9 in 10 residents indicated they felt safe in their neighborhood or in South Lake Tahoe's downtown/commercial area during the day.
• Roughly 8 in 10 felt safe from violent crime and property crime.
• Fire services received positive ratings from about 9 in 10 respondents.
• About three-quarters offered positive ratings to Police or Sheriff services, increasing from 70% in 2024 to 76% in 2026.

**South Lake Tahoe's parks system is a standout strength.**

● About 85% of residents positively rated parks and recreation amenities, including the availability of paths and walking trails, fitness opportunities, and recreational opportunities.
● Additional parks-related services also received strong ratings, including recreation programs (71%) and recreation centers (75%), both of which increased significantly since 2024.

## Focus Areas

**Residents report challenges with affordability and economic opportunities.**

● About 32% of residents rated the overall economic health in South Lake Tahoe as excellent or good, an increase from 23% in 2024, though still lower than the benchmarks.
● While about 9 in 10 residents rated South Lake Tahoe positively as a place to visit, only about 4 in 10 gave high marks as a place to work, lower than both the national and custom benchmarks.
● Ratings for employment opportunities remained low at 19% positive.
● Just 7% of residents gave positive ratings to the cost of living, lower than the benchmarks.

**Several governance-centered ratings have declined since 2024.**

• Overall confidence in city government declined from 31% excellent or good in 2024 to 21% in 2026, lower than both the national and custom benchmarks.
• Ratings for local government being open and transparent to the public also scored below the benchmarks and fell from 42% positive in 2024 to 31% in 2026.
• While ratings for overall customer service provided by South Lake Tahoe employees remained relatively higher, they declined from 76% positive in 2024 to 64% in 2026, though they remained similar to both the national and custom benchmarks.

**Some community design-related measures receive moderate to low ratings from residents.**

● Roughly two-thirds offered positive ratings for the overall design or layout of residential and commercial areas.
● About 3 in 10 residents rated the overall quality of new development positively.
● Lower ratings were seen for the variety of housing options (18%) and the availability of affordable quality housing (10%).

## Other Notable Results

• Residents identified affordable housing, improving the local economy, and disaster preparedness and resiliency as the City's top priorities for the next two years.
• Most residents did not report significant barriers to accessing City facilities or participating in City meetings, services, or events, though ADA-compliant parking and accessible restrooms were the most common concerns.
• About 6 in 10 residents said they do not know who to contact if they need a City service or have a City-related question.
• The City website was the most used source for City news, services, and events.

## Areas of Greatest Change

Of the evaluative questions included on both the 2024 and 2026 survey iterations, 85 were statistically similar to previous results. Upward trends were seen in 17 items, while 8 ratings decreased since 2024. The most significant of those trends are listed below.

*Increases*

- Recreation centers or facilities (+20%)
- South Lake Tahoe as a place to retire (+18%)
- Cleanliness of South Lake Tahoe (+14%)

*Decreases*

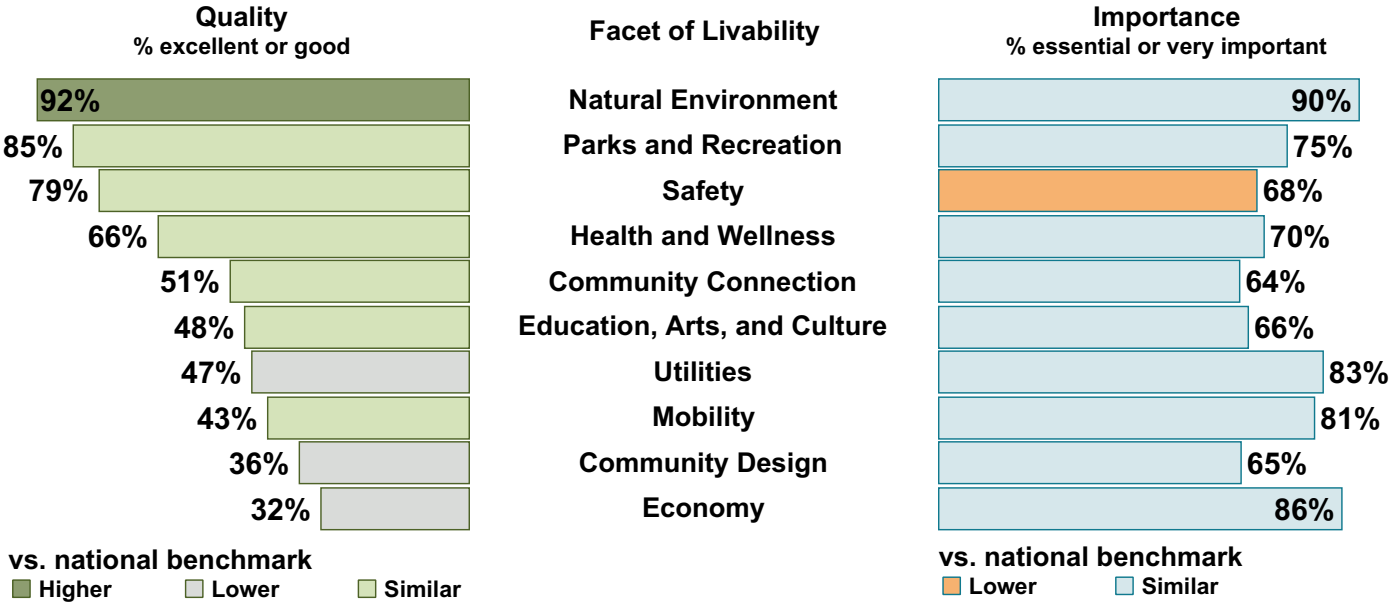
- The Federal Government (-18%)
- Overall customer service by South Lake Tahoe employees (-13%)
- South Lake Tahoe government being open and transparent to the public (-11%)

# Facets of Livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

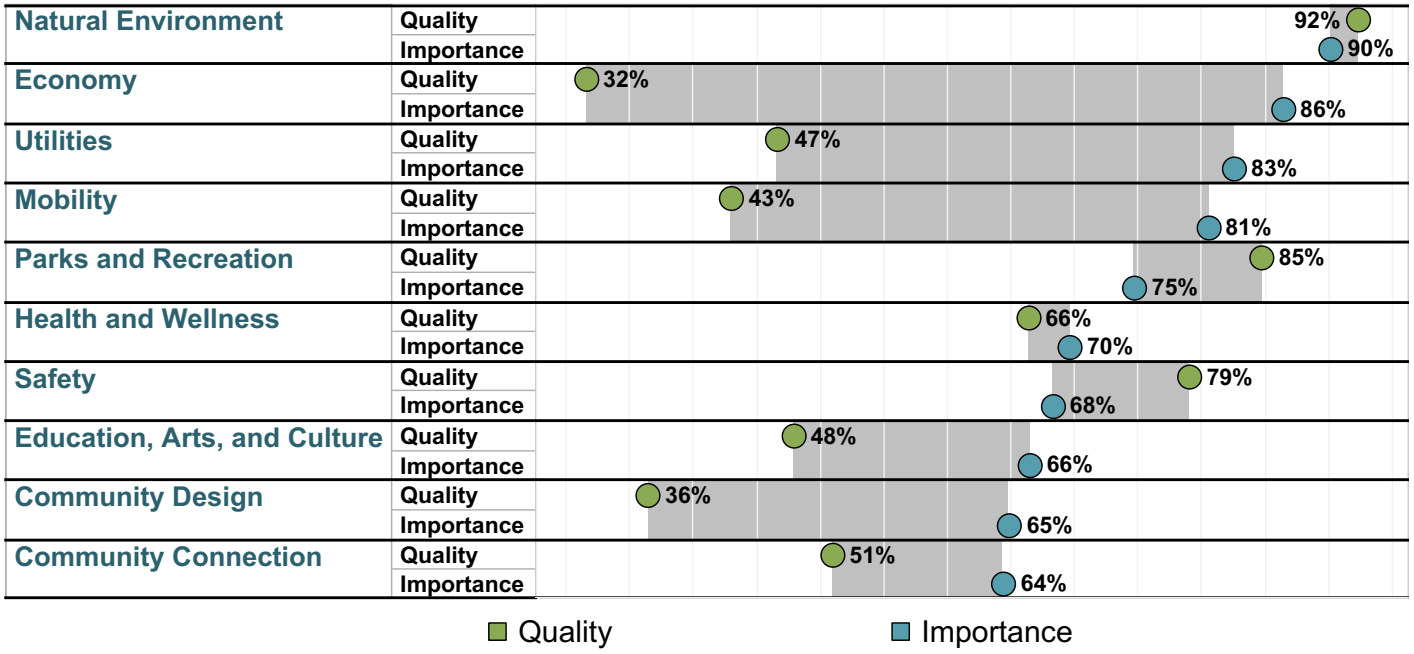
## Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher than communities across the country (the national benchmark).




## Quality/Importance Gap Analysis

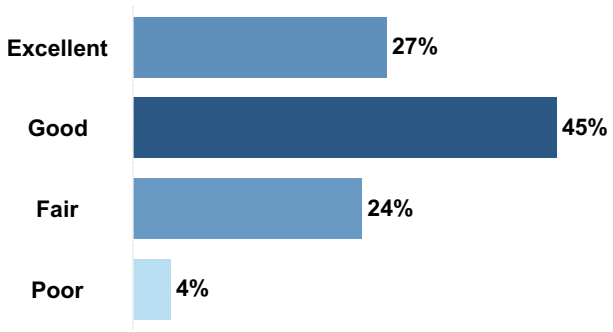
The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.



## Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

**The overall quality of life in South Lake Tahoe**




**Please rate each of the following aspects of quality of life in South Lake Tahoe.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national benchmark[8] | vs. custom benchmark[9] |
|---|---|---|---|---|
| South Lake Tahoe as a place to live | 78% | 79% | Similar | Similar |
| The overall quality of life | 61% | 72% | Similar | Similar |

**Please indicate how likely or unlikely you are to do each of the following.**
**(% very or somewhat likely)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Recommend living in South Lake Tahoe to someone who asks | 60% | 71% | Lower | Similar |
| Remain in South Lake Tahoe for the next five years | 85% | 85% | Similar | Similar |

**Please rate each of the following in the South Lake Tahoe community.**
**(% excellent or good)**

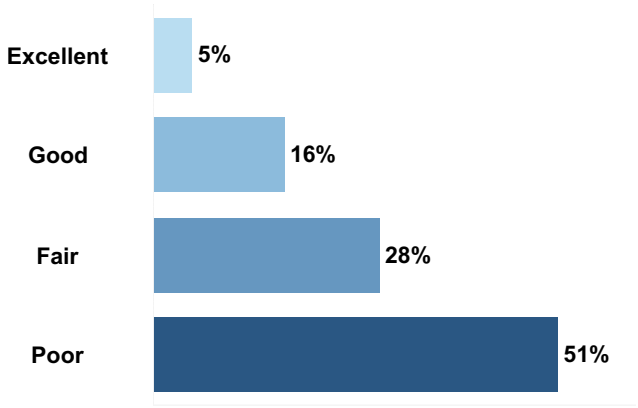
| | 2024 | 2026 | | |
|---|---|---|---|---|
| Overall image or reputation | 55% | 55% | Similar | Lower |

**8.** Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**9.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Governance

Strong local governments deliver results that meet residents' needs, use resources effectively, and respond to both current and future community priorities.

**Overall confidence in South Lake Tahoe government**




**Please rate the quality of each of the following services in South Lake Tahoe.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national benchmark[10] | vs. custom benchmark[11] |
|---|---|---|---|---|
| Public information services | 52% | 49% | Lower | Lower |
| Overall customer service by South Lake Tahoe employees | 76% | 64% ↘ | Similar | Similar |

**Please rate the following categories of South Lake Tahoe government performance.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| The value of services for the taxes paid to South Lake Tahoe | 31% | 31% | Lower | Lower |
| The overall direction that South Lake Tahoe is taking | 24% | 33% ↗ | Lower | Lower |
| The job South Lake Tahoe government does at welcoming resident involvement | 38% | 42% | Similar | Similar |
| Overall confidence in South Lake Tahoe government | 31% | 21% ↘ | Much lower | Lower |
| Generally acting in the best interest of the community | 32% | 27% | Lower | Lower |
| Being honest | 35% | 29% | Much lower | Lower |

| | | | |
|---|---|---|---|
| Being open and transparent to the public | 42% → 31% ↘ | Lower | Lower |
| Informing residents about issues facing the community | 32% → 33% | Lower | Similar |
| Treating all residents fairly | 35% → 34% | Lower | Lower |
| Treating residents with respect | 43% → 42% | Lower | Lower |

**Please indicate whether or not you have done each of the following in the last 12 months.**
**(% yes)**

| | 2024 → 2026 | | |
|---|---|---|---|
| Attended a local public meeting | 25% → 31% | Similar | Similar |
| Contacted South Lake Tahoe elected officials to express your opinion | 16% → 23% | Similar | Similar |
| Contacted the City of South Lake Tahoe for help or information | 41% → 41% | Similar | Similar |
| Watched a local public meeting | 38% → 42% | Higher | Higher |

**Overall, how would you rate the quality of the services provided by each of the following?**
**(% excellent or good)**

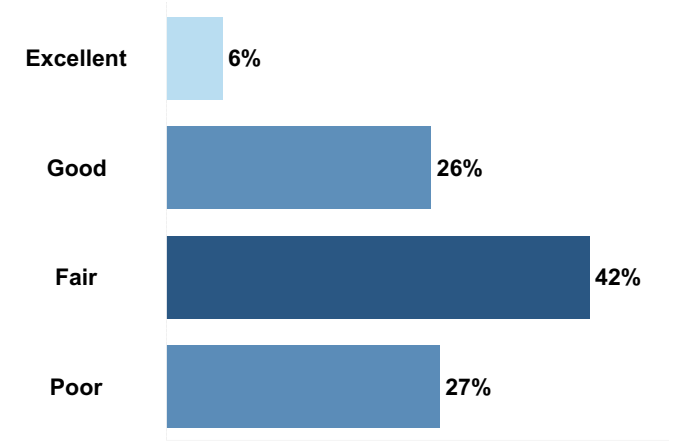
| | 2024 → 2026 | | |
|---|---|---|---|
| The City of South Lake Tahoe | 51% → 41% ↘ | Lower | Lower |
| The Federal Government | 37% → 19% ↘ | Similar | Similar |

**10**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**11.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

**Overall economic health of South Lake Tahoe**




**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national b.. | vs. custom .. |
|---|---|---|---|---|
| Overall economic health | 23% | 32% ↗ | Lower | Lower |

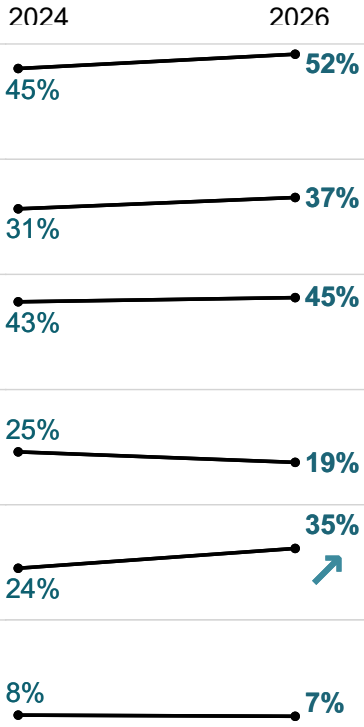
**Please rate each of the following aspects of quality of life in South Lake Tahoe.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| South Lake Tahoe as a place to work | 32% | 40% | Lower | Lower |
| South Lake Tahoe as a place to visit | 79% | 92% ↗ | Much higher | Higher |

**Please rate the quality of each of the following services in South Lake Tahoe.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Economic development | 25% | 32% | Lower | Similar |

**Please rate each of the following in the South Lake Tahoe community.**
**(% excellent or good)**



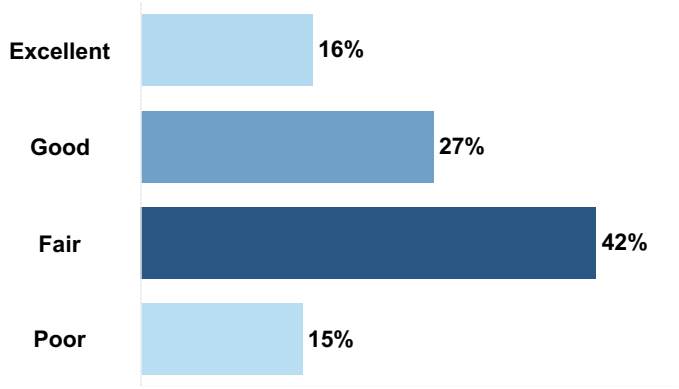

| | 12 | 13 |
|---|---|---|
| Overall quality of business and service establishments | Lower | Lower |
| Variety of business and service establishments | Lower | Lower |
| Vibrancy of downtown/commercial area | Similar | Lower |
| Employment opportunities | Lower | Lower |
| Shopping opportunities | Lower | Lower |
| Cost of living | Much lower | Lower |

**12.** Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**13.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Mobility

The ability of residents to move about their community with ease plays an important role in the overall quality of life for everyone who lives, works, and spends time there.

**Overall quality of the transportation system in South Lake Tahoe**



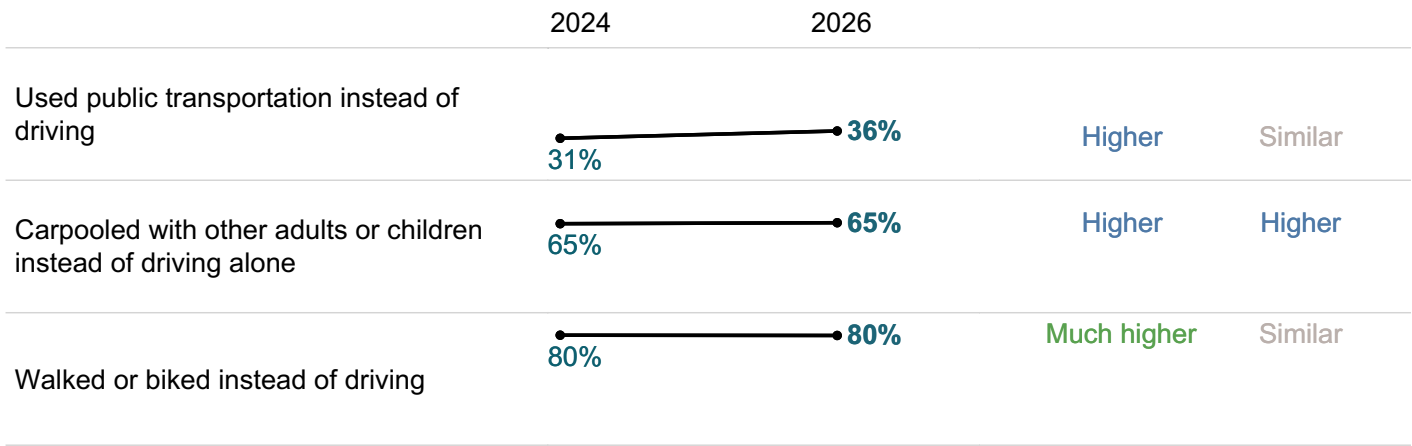

**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national benchmark[14] | vs. custom benchmark[15] |
|---|---|---|---|---|
| Overall quality of the transportation system | 49% | 43% | Similar | Similar |

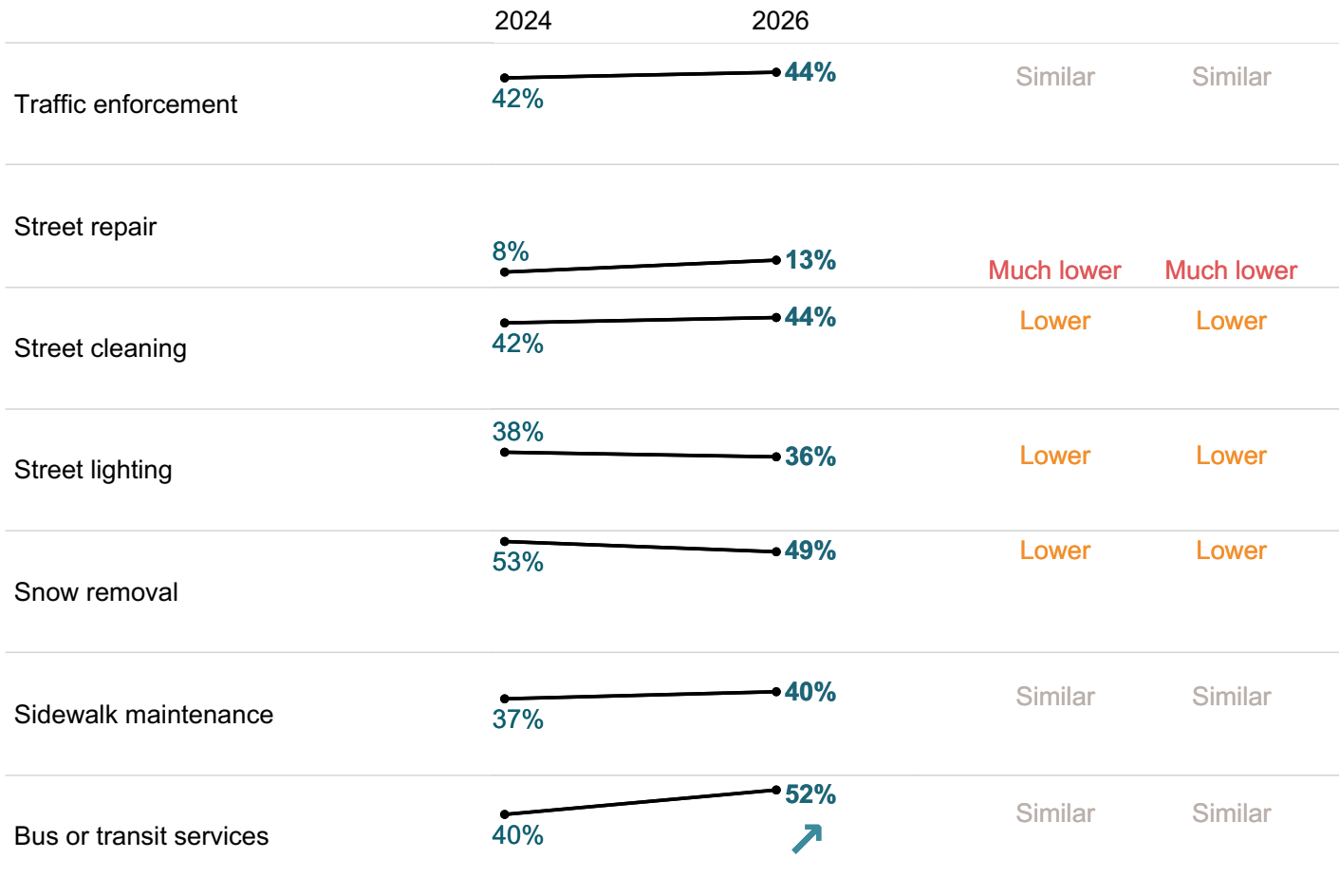
**Please also rate each of the following in the South Lake Tahoe community.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Traffic flow on major streets | 31% | 37% | Similar | Similar |
| Ease of public parking | 22% | 27% | Much lower | Lower |
| Ease of travel by car | 48% | 56% | Similar | Similar |
| Ease of travel by public transportation | 30% | 41% ↗ | Similar | Similar |
| Ease of travel by bicycle | 69% | 68% | Higher | Similar |
| Ease of walking | 53% | 57% | Similar | Similar |

**Please indicate whether or not you have done each of the following in the last 12 months.**
**(% yes)**




**Please rate the quality of each of the following services in South Lake Tahoe.**
**(% excellent or good)**

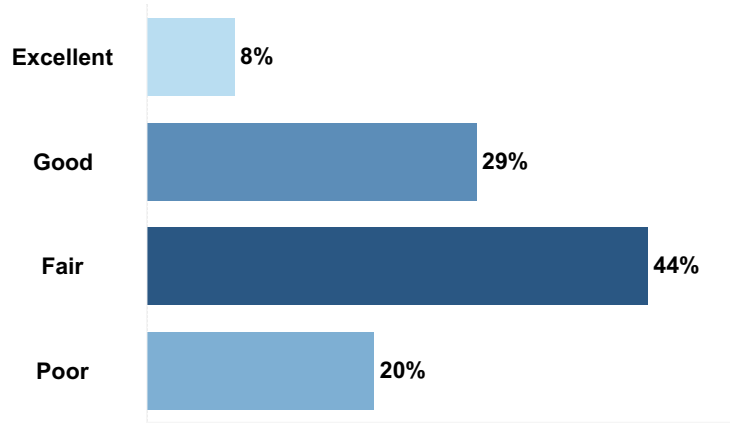



**14**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**15.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and supporting development that suits residents' needs.

**Overall design or layout of South Lake Tahoe's residential and commercial areas**




**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national benchmark[16] | vs. custom benchmark[17] |
|---|---|---|---|---|
| Overall design or layout of residential and commercial areas | 36% | 36% | Lower | Lower |

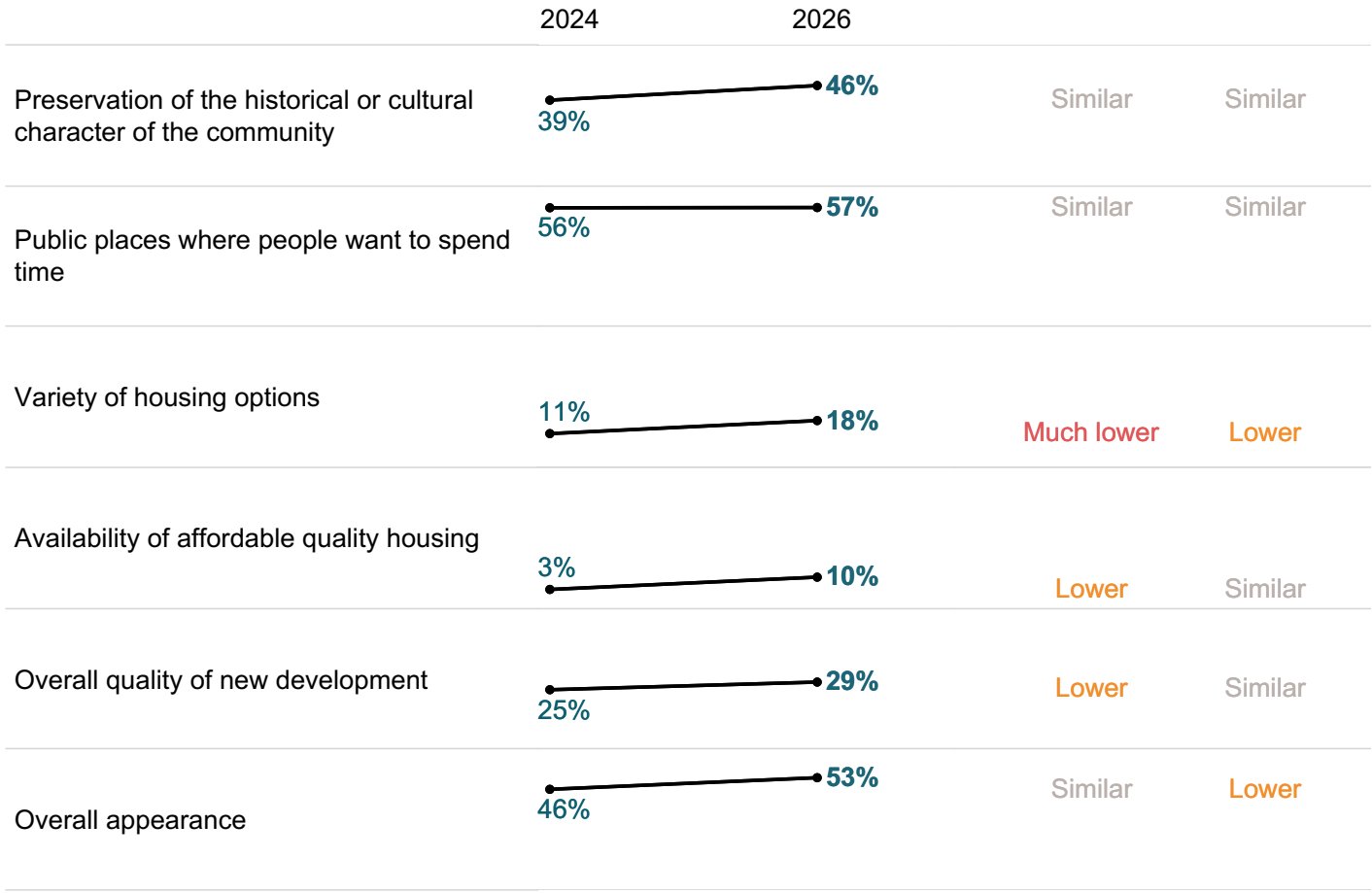
**Please rate each of the following aspects of quality of life in South Lake Tahoe.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Your neighborhood as a place to live | 72% | 81% ↗ | Similar | Similar |

**Please rate the quality of each of the following services in South Lake Tahoe.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Land use, planning and zoning | 26% | 30% | Similar | Similar |
| Code enforcement | 21% | 30% ↗ | Lower | Similar |

**Please also rate each of the following in the South Lake Tahoe community.**
**(% excellent or good)**

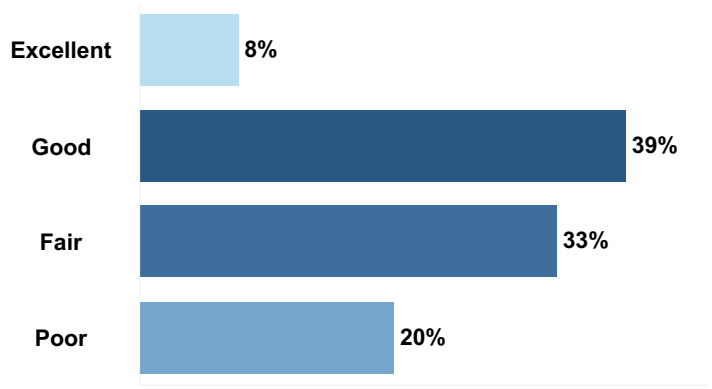



**16**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**17.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Utilities

Access to essential services like water, gas, electricity, and internet is crucial for safeguarding the physical health, economic stability, and overall well-being of the communities they support.

**Overall quality of the utility infrastructure in South Lake Tahoe**




**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national benchmark[18] | vs. custom benchmark[19] |
|---|---|---|---|---|
| Overall quality of the utility infrastructure | 49% | 47% | Lower | Lower |

**Please rate the quality of each of the following services in South Lake Tahoe.**
**(% excellent or good)**

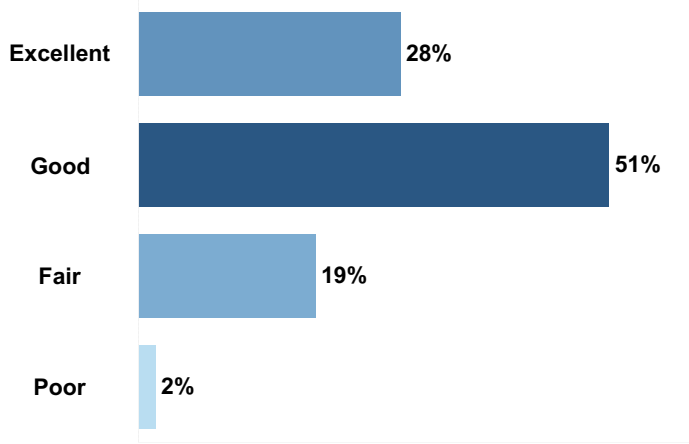
| | 2024 | 2026 | vs. national benchmark[18] | vs. custom benchmark[19] |
|---|---|---|---|---|
| Affordable high-speed internet access | 35% | 39% | Lower | Similar |
| Garbage collection | 92% | 82% ↘ | Similar | Similar |
| Drinking water | 94% | 87% | Higher | Higher |
| Sewer services | 92% | 87% | Similar | Similar |
| Storm water management | 69% | 65% | Similar | Similar |
| Power (electric and/or gas) utility | 61% | 52% ↘ | Lower | Similar |
| Utility billing | 34% | 35% | Lower | Lower |

**18**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**19.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Safety

Public safety is one of the most important responsibilities of local governments, as every resident deserves to feel safe and secure both in their neighborhoods and across the wider community. The provision of strong, reliable safety services is essential to ensuring a high quality of life.

**Overall feeling of safety in South Lake Tahoe**



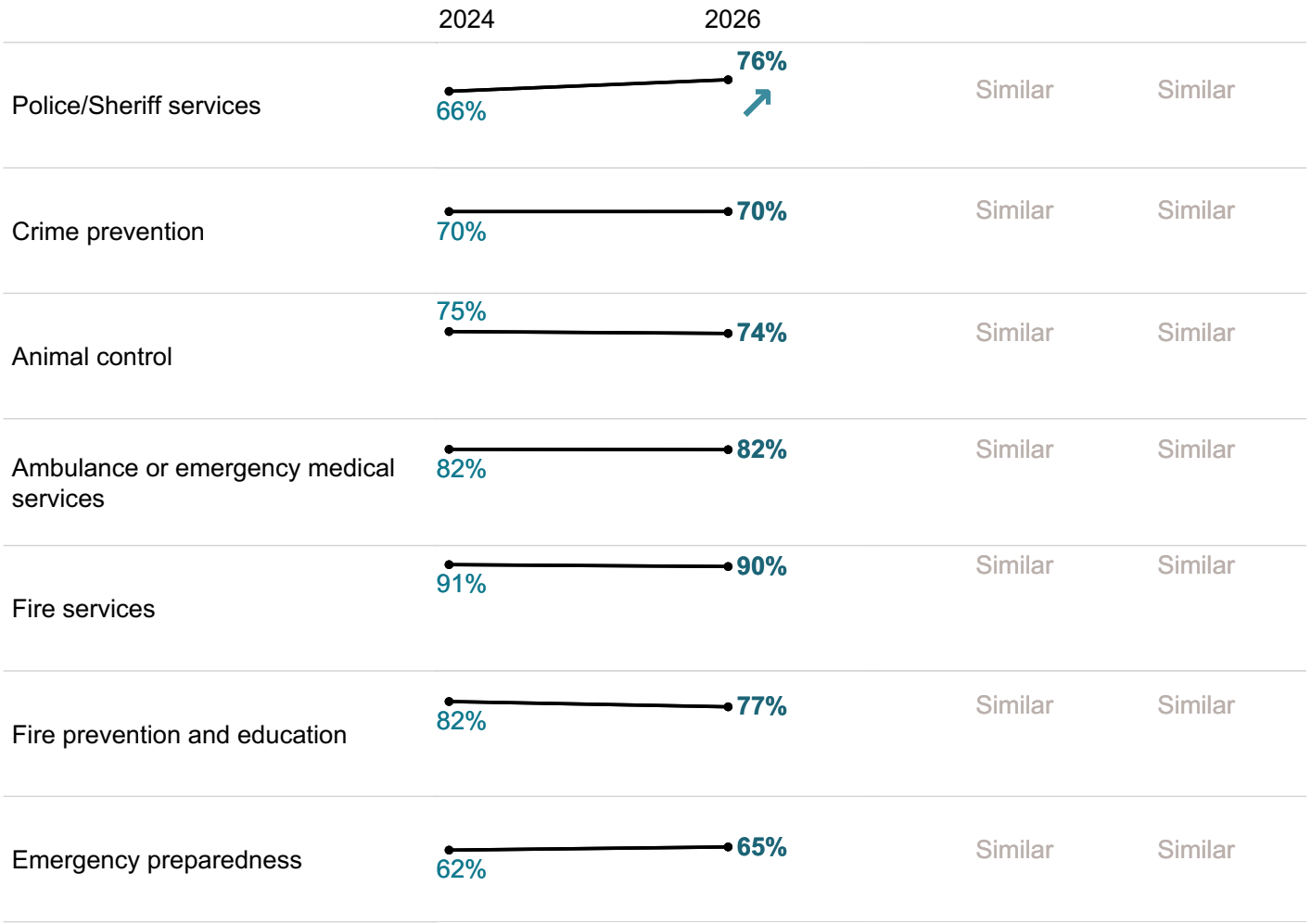

**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national benchmark[20] | vs. custom benchmark[21] |
|---|---|---|---|---|
| Overall feeling of safety | 78% | 79% | Similar | Similar |

**Please rate how safe or unsafe you feel:**
**(% very or somewhat safe)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| In your neighborhood during the day | 95% | 94% | Similar | Similar |
| In South Lake Tahoe's downtown/commercial area during the day | 88% | 89% | Similar | Similar |
| From property crime | 71% | 78% | Similar | Similar |
| From violent crime | 83% | 85% | Similar | Similar |
| From fire, flood, or other natural disaster | 45% | 43% | Much lower | Lower |

**Please rate the quality of each of the following services in South Lake Tahoe.**
**(% excellent or good)**

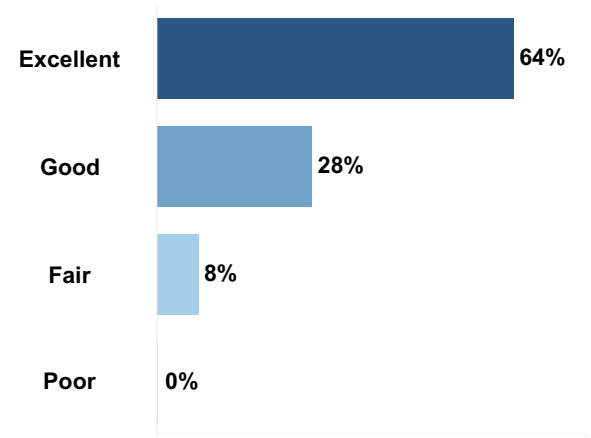



**20**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**21.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Natural Environment

The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life. The natural environment plays a vital role in the health and well-being of residents.

**Overall quality of natural environment in South Lake Tahoe**




**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national benchmark[22] | vs. custom benchmark[23] |
|---|---|---|---|---|
| Overall quality of natural environment | 92% | 92% | Higher | Higher |

**Please also rate each of the following in the South Lake Tahoe community.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Cleanliness | 53% | 67% ↗ | Similar | Similar |
| Water resources | 80% | 87% | Much higher | Much higher |

**Please rate the quality of each of the following services in South Lake Tahoe.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Recycling | 64% | 71% | Similar | Similar |
| Yard waste pick-up | 76% | 77% | Similar | Similar |

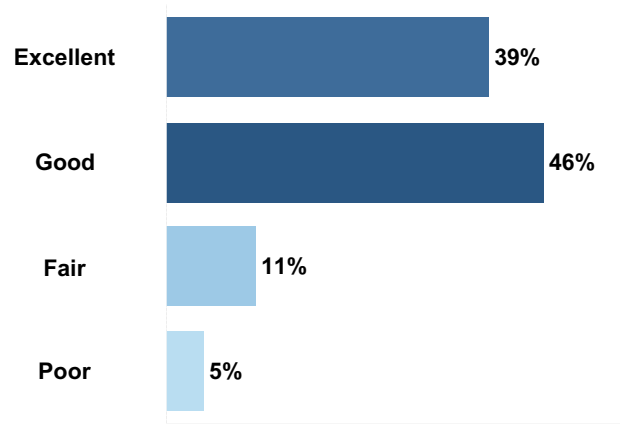
**22**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**23.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

**Overall quality of parks and recreation opportunities**




**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national benchmark[24] | vs. custom benchmark[25] |
|---|---|---|---|---|
| Overall quality of parks and recreation opportunities | 82% | 85% | Similar | Similar |

**Please also rate each of the following in the South Lake Tahoe community.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Availability of paths and walking trails | 82% | 85% | Higher | Similar |
| Fitness opportunities | 83% | 85% | Higher | Similar |
| Recreational opportunities | 89% | 84% | Higher | Higher |

**Please rate the quality of each of the following services in South Lake Tahoe.**
**(% excellent or good)**

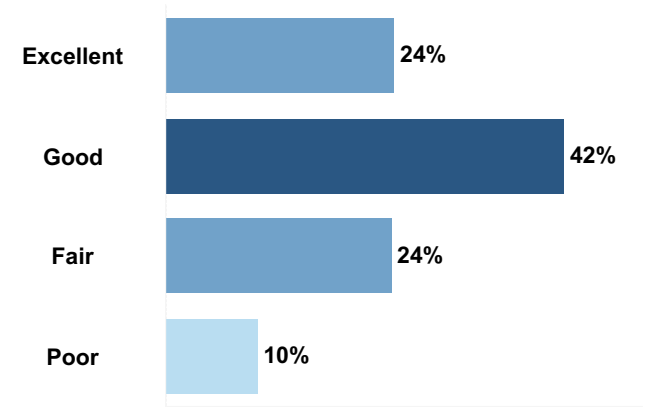
| | 2024 | 2026 | | |
|---|---|---|---|---|
| City parks | 69% | 77% | Similar | Similar |
| Recreation programs or classes | 62% | 71% ↗ | Similar | Similar |
| Recreation centers or facilities | 55% | 75% ↗ | Similar | Similar |

**24**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**25.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the repor..

## Health and Wellness

The features and amenities of a community directly influence residents' health and well-being, shaping their overall quality of life.

**Overall health and wellness opportunities in South Lake Tahoe**




**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national benchmark[26] | vs. custom benchmark[27] |
|---|---|---|---|---|
| Overall health and wellness opportunities | 63% | 66% | Similar | Similar |

**Please also rate each of the following in the South Lake Tahoe community.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Availability of affordable quality health care | 26% | 28% | Much lower | Lower |
| Availability of affordable quality mental health care | 21% | 25% | Lower | Similar |

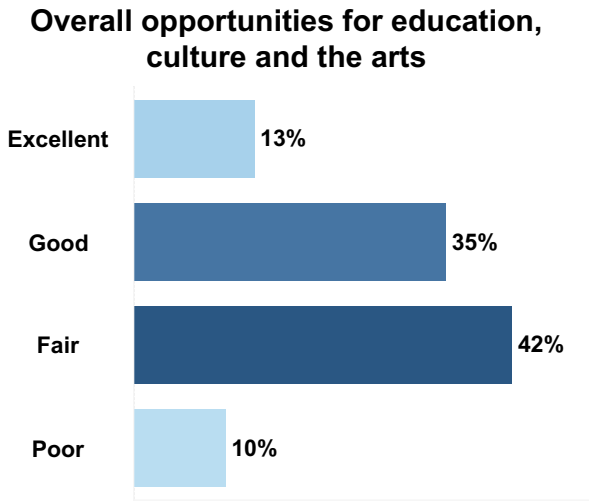
**Please rate the quality of each of the following services in South Lake Tahoe.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Health services | 52% | 48% | Lower | Similar |

**26**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**27.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.




**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

| | 2024 | 2026 | vs. national b.. | vs. custom benchmark[29] |
|---|---|---|---|---|
| Overall opportunities for education, culture, and the arts | 48% | 48% | Similar | Similar |

**Please also rate each of the following in the South Lake Tahoe community.**
**(% excellent or good)**

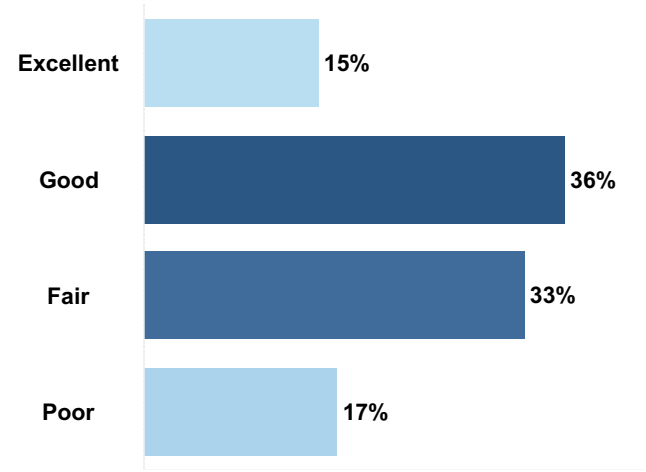
| | 2024 | 2026 | | |
|---|---|---|---|---|
| Opportunities to attend cultural/arts/music activities | 51% | 49% | Similar | Similar |
| Community support for the arts | 50% | 50% | Similar | Lower |
| Availability of affordable quality childcare/preschool | 24% | 31% | Similar | Similar |
| K-12 education | 51% | 50% | Similar | Similar |
| Adult educational opportunities | 58% | 57% | Similar | Similar |
| Opportunities to attend special events and festivals | 57% | 60% | Similar | Similar |

**28**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**29.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Community Connection

Community connection reflects residents' sense of belonging. When residents feel welcomed and encouraged to participate, they are more likely to feel engaged and connected to their community.

**Residents' connection and engagement with their community**




**Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**
**(% excellent or good)**

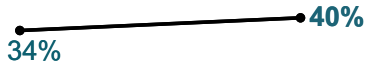
| | 2024 | 2026 | vs. national benchmark[30] | vs. custom benchmark[31] |
|---|---|---|---|---|
| Residents' connection and engagement with their community | 42% | 51% ↗ | Similar | Similar |

**Please rate each of the following aspects of quality of life in South Lake Tahoe.**
**(% excellent or good)**

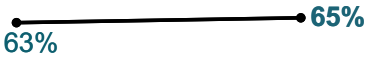
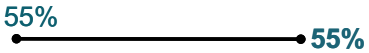
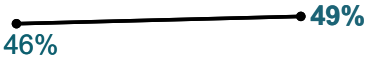
| | 2024 | 2026 | | |
|---|---|---|---|---|
| South Lake Tahoe as a place to raise children | 57% | 62% | Similar | Similar |
| South Lake Tahoe as a place to retire | 43% | 60% ↗ | Similar | Similar |
| Sense of community | 48% | 58% ↗ | Similar | Similar |

**Please rate the job you feel the South Lake Tahoe community does at each of the following.**
**(% excellent or good)**

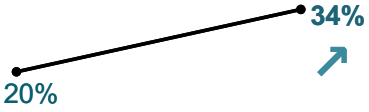
| | 2024 | 2026 | | |
|---|---|---|---|---|
| Making all residents feel welcome | 52% | 52% | Lower | Similar |
| Attracting people from diverse backgrounds | 42% | 43% | Similar | Similar |

| | | | |
|---|---|---|---|
| Valuing/respecting residents from diverse backgrounds |  | Similar | Similar |
| Taking care of vulnerable residents |  | Similar | Similar |

**Please also rate each of the following in the South Lake Tahoe community.**
**(% excellent or good)**

| | 2024 | 2026 | | |
|---|---|---|---|---|
| Sense of civic/community pride |  | | Similar | Similar |
| Neighborliness of residents |  | | Similar | Similar |
| Opportunities to volunteer |  | | Similar | Similar |
| Opportunities to participate in community matters |  | | Similar | Similar |
| Openness and acceptance of the community toward people of diverse backgrounds |  | | Similar | Similar |

**Please indicate whether or not you have done each of the following in the last 12 months.**
**(% yes)**

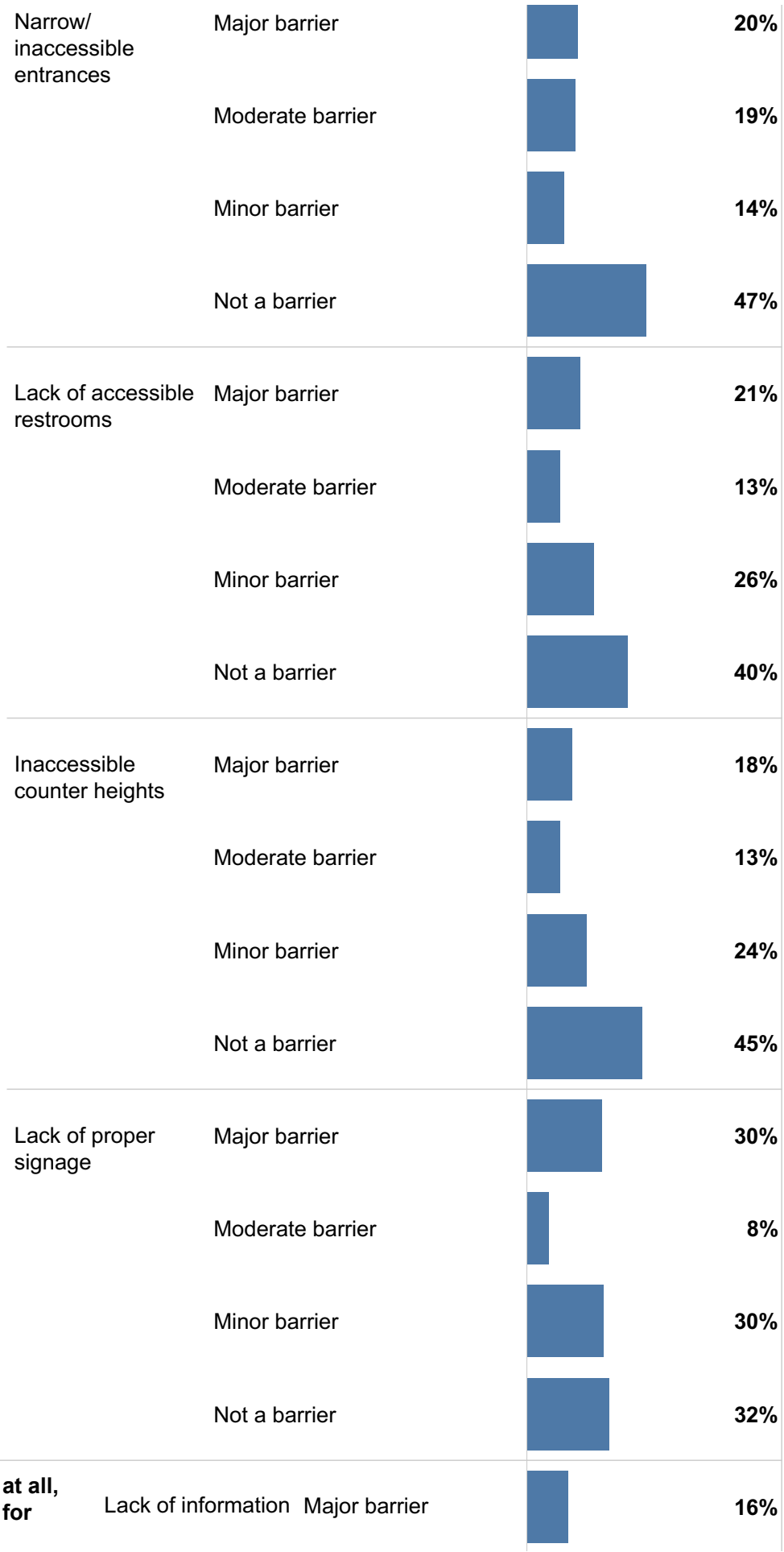
| | 2024 | 2026 | | |
|---|---|---|---|---|
| Campaigned or advocated for a local issue, cause, or candidate |  | | Higher | Higher |

**30**. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
**31.** Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

## Custom Questions

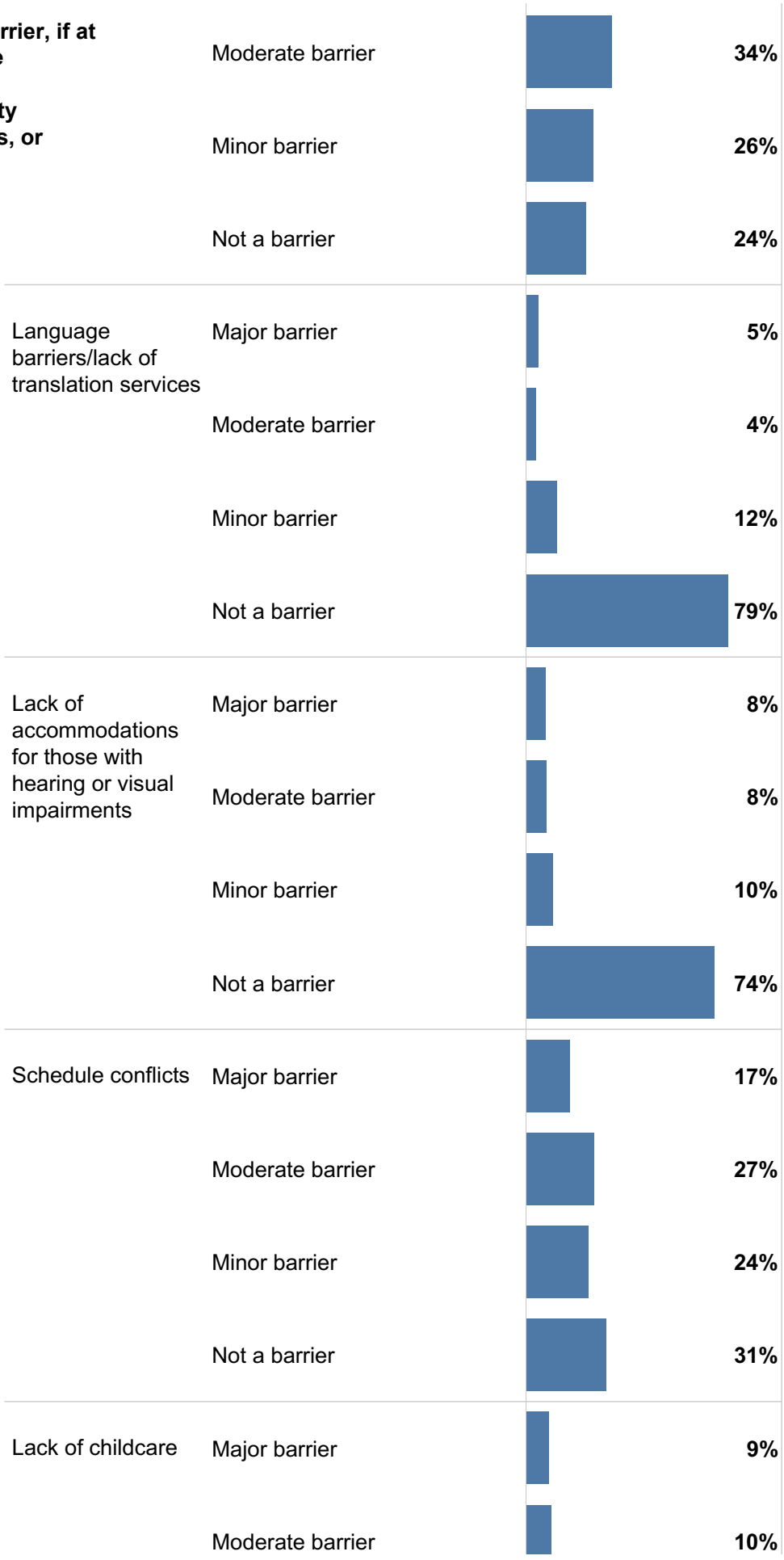
Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded.

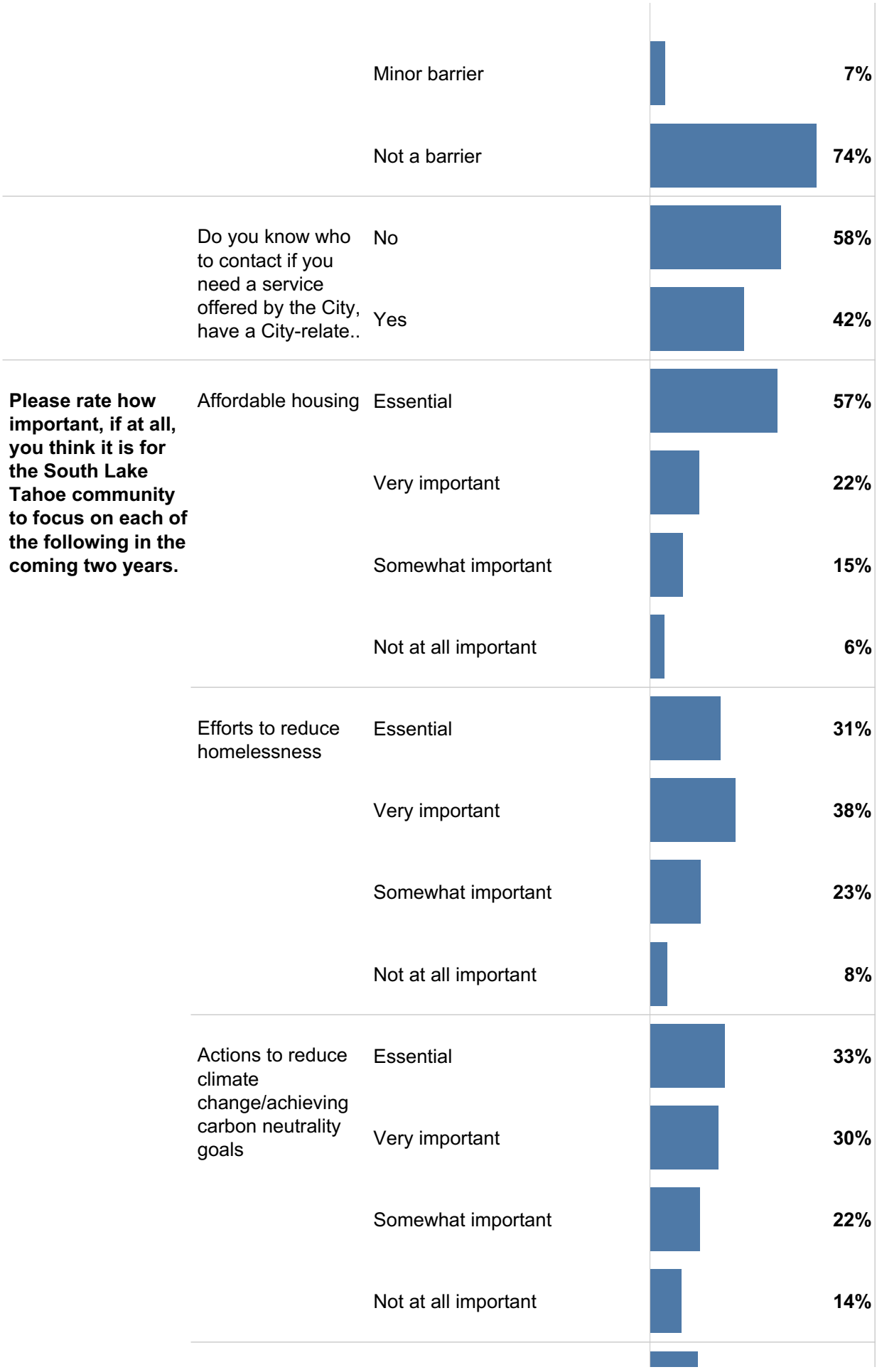
| | | | |
|---|---|---|---|
| | Do you identify as a person with a physical disability or other chronic condition? | No | 91% |
| | | Yes | 9% |
| **How much of a barrier, if at all, are each of the following for your access to parks or other City facilities in South Lake Tahoe?** | Transportation to/from parks or City facilities | Major barrier | 21% |
| | | Moderate barrier | 17% |
| | | Minor barrier | 19% |
| | | Not a barrier | 43% |
| | Lack of ADA-compliant parking options | Major barrier | 40% |
| | | Moderate barrier | 11% |
| | | Minor barrier | 14% |
| | | Not a barrier | 34% |
| | Lack of ramps and accessible walkways | Major barrier | 20% |
| | | Moderate barrier | 25% |
| | | Minor barrier | 8% |
| | | Not a barrier | 48% |

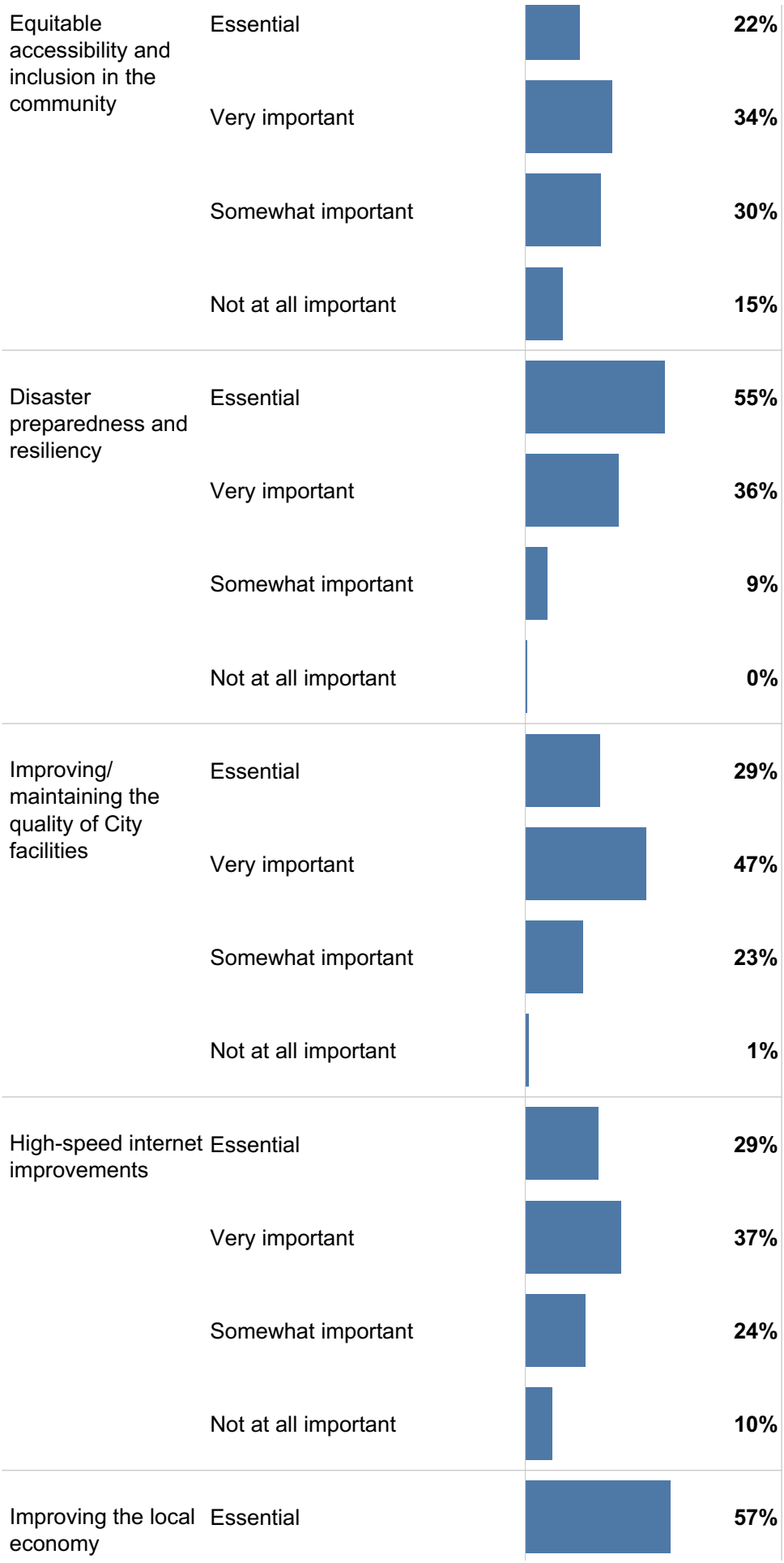


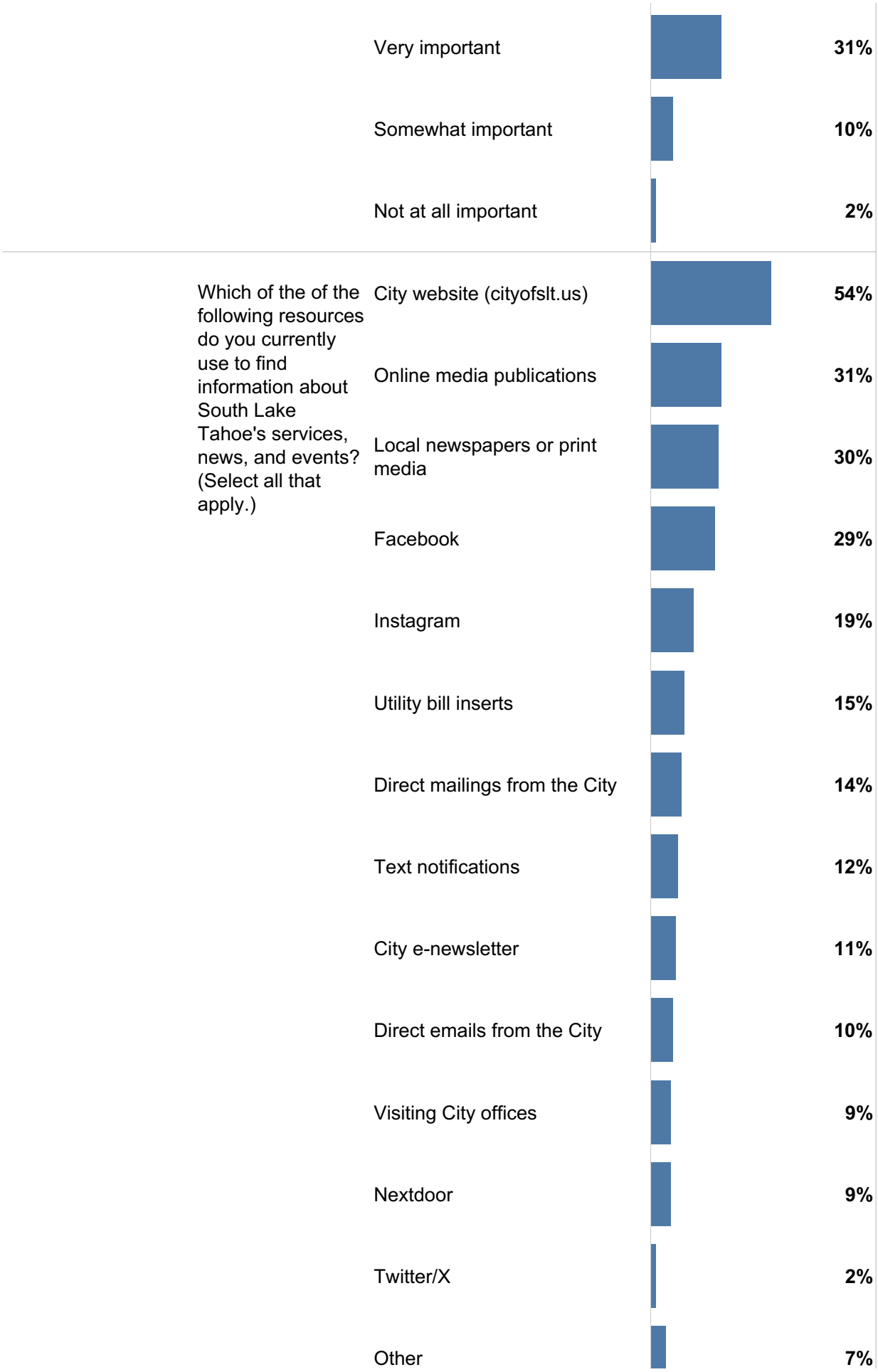

**How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?**

**How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?**




Minor barrier
7%
Not a barrier
74%
Do you know who to contact if you need a service offered by the City, have a City-relate..
No
58%
Yes
42%
Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.
Affordable housing
Essential
57%
Very important
22%
Somewhat important
15%
Not at all important
6%
Efforts to reduce homelessness
Essential
31%
Very important
38%
Somewhat important
23%
Not at all important
8%
Actions to reduce climate change/achieving carbon neutrality goals
Essential
33%
Very important
30%
Somewhat important
22%
Not at all important
14%


Equitable accessibility and inclusion in the community
Essential
22%
Very important
34%
Somewhat important
30%
Not at all important
15%
Disaster preparedness and resiliency
Essential
55%
Very important
36%
Somewhat important
9%
Not at all important
0%
Improving/ maintaining the quality of City facilities
Essential
29%
Very important
47%
Somewhat important
23%
Not at all important
1%
High-speed internet improvements
Essential
29%
Very important
37%
Somewhat important
24%
Not at all important
10%
Improving the local economy
Essential
57%


Very important
31%
Somewhat important
10%
Not at all important
2%
Which of the of the following resources do you currently use to find information about South Lake Tahoe's services, news, and events? (Select all that apply.)
City website (cityofslt.us)
54%
Online media publications
31%
Local newspapers or print media
30%
Facebook
29%
Instagram
19%
Utility bill inserts
15%
Direct mailings from the City
14%
Text notifications
12%
City e-newsletter
11%
Direct emails from the City
10%
Visiting City offices
9%
Nextdoor
9%
Twitter/X
2%
Other
7%

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

# South Lake Tahoe, CA

## The National Community Survey

Supplemental Report of Results - Benchmarks and Trends
2026

**Report by:**

National Research Center

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National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

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- Descriptions of Trends and Significance Thresholds

## About

This supplemental report provides additional context to help interpret The National Community Survey™ results for the City of South Lake Tahoe. While the main report presents key findings and an overview of the 10 facets of community livability, this supplemental report expands on those results by offering multiple layers of comparison. It is designed to provide a clearer sense of how local perceptions and experiences fit within a broader landscape, and to highlight patterns that may not be immediately apparent in the main report. Comparisons to national/custom benchmarks and changes across survey years can influence how findings should be interpreted.

This report brings those elements together in a structured way, making it easier to identify where the City of South Lake Tahoe is performing well, where perceptions may be shifting, and where results differ from similar communities or national patterns.

There are three sections included in this report. Use the links below to access the interactive online version of the following reports:

- National Benchmarks
- Custom Benchmarks
- Full Trends

Together, this report supports informed decision-making by illustrating where the City of South Lake Tahoe currently stands, and how the results compare to other communities and how those results have changed over time.

### Additional Online Reporting

In addition to the information presented in both the main report and this supplemental report, the online version offers a range of interactive elements designed to support deeper analysis, including:

- Interactive Dashboard
- Demographic & Geographic Comparisons

## National Benchmarks

This table contains the comparisons of South Lake Tahoe's results to those from communities nationwide. The first column shows South Lake Tahoe's rating compared to the benchmark: results are noted as “higher” or “lower” if the average rating given by South Lake Tahoe residents is at least 10 points above or below the benchmark, and “similar” if it is within 10 points. The second column shows South Lake Tahoe's “percent positive”, which is the combination of the most positive response options (e.g., excellent/good). The third column shows South Lake Tahoe's ranking in comparison to other communities where a similar question was asked, and the fourth column shows the number of communities that asked that question. The fifth column shows the percentile for South Lake Tahoe's result (the percent of communities that had a lower rating).

| | | | | % positive | Rank | Number of communities | Percentile |
|---|---|---|---|---|---|---|---|
| Quality of Life | **Please rate each of the following aspects of quality of life in South Lake Tahoe.** | South Lake Tahoe as a place to live | Similar | 79% | 222 | 370 | 38% |
| | | The overall quality of life in South Lake Tahoe | Similar | 72% | 240 | 376 | 35% |
| | **Please indicate how likely or unlikely you are to do each of the following.** | Recommend living in South Lake Tahoe to someone who asks | Lower | 71% | 266 | 332 | 19% |
| | | Remain in South Lake Tahoe for the next five years | Similar | 85% | 148 | 334 | 55% |
| | **Please rate each of the following in the South Lake Tahoe community.** | Overall image or reputation of South Lake Tahoe | Similar | 55% | 267 | 360 | 24% |
| Governance | **Please indicate whether or not you have done each of the following in the last 12 months.** | Contacted the City of South Lake Tahoe (in-person, phone, email, or web) for help or information | Similar | 41% | 251 | 338 | 26% |
| | | Contacted South Lake Tahoe elected officials (in-person, phone, email, or web) to express your opinion | Similar | 23% | 53 | 321 | 83% |
| | | Attended (in-person or remotely) a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.) | Similar | 31% | 42 | 323 | 87% |

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| Governance | **Please indicate whether or not you have done each of the following in the last 12 months.** | Watched (online or on television) a local public meeting | Higher | 42% | 9 | 317 | 97% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Public information services | Lower | 49% | 304 | 341 | 10% |
| | | Overall customer service by South Lake Tahoe employees (police, receptionists, planners, etc.) | Similar | 64% | 301 | 364 | 15% |
| | **Please rate the following categories of South Lake Tahoe government performance.** | The value of services for the taxes paid to South Lake Tahoe | Lower | 31% | 332 | 375 | 9% |
| | | The overall direction that South Lake Tahoe is taking | Lower | 33% | 319 | 350 | 8% |
| | | The job South Lake Tahoe government does at welcoming resident involvement | Similar | 42% | 267 | 350 | 24% |
| | | Overall confidence in South Lake Tahoe government | Much lower | 21% | 323 | 324 | 0% |
| | | Generally acting in the best interest of the community | Lower | 27% | 321 | 327 | 2% |
| | | Being honest | Much lower | 29% | 315 | 320 | 1% |
| | | Being open and transparent to the public | Lower | 31% | 310 | 329 | 6% |

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| Governance | **Please rate the following categories of South Lake Tahoe government performance.** | Informing residents about issues facing the community | Lower | 33% | 286 | 326 | 12% |
| | | Treating all residents fairly | Lower | 34% | 316 | 328 | 3% |
| | | Treating residents with respect | Lower | 42% | 314 | 321 | 2% |
| | **Overall, how would you rate the quality of the services provided by each of the following?** | The City of South Lake Tahoe | Lower | 41% | 335 | 367 | 7% |
| | | The Federal Government | Similar | 19% | 283 | 305 | 7% |
| Economy | **Please rate each of the following aspects of quality of life in South Lake Tahoe.** | South Lake Tahoe as a place to work | Lower | 40% | 329 | 368 | 9% |
| | | South Lake Tahoe as a place to visit | Much higher | 92% | 34 | 339 | 90% |
| | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall economic health of South Lake Tahoe | Lower | 32% | 305 | 333 | 8% |
| | **Please rate each of the following in the South Lake Tahoe community.** | Overall quality of business and service establishments in South Lake Tahoe | Lower | 52% | 294 | 329 | 10% |
| | | Variety of business and service establishments in South Lake Tahoe | Lower | 37% | 271 | 321 | 15% |

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| **Economy** | **Please rate each of the following in the South Lake Tahoe community.** | Vibrancy of downtown/commercial area | Similar | 45% | 206 | 315 | 34% |
| | | Employment opportunities | Lower | 19% | 314 | 346 | 9% |
| | | Shopping opportunities | Lower | 35% | 250 | 333 | 25% |
| | | Cost of living in South Lake Tahoe | Much lower | 7% | 312 | 328 | 5% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Economic development | Lower | 32% | 290 | 328 | 11% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Overall economic health of South Lake Tahoe | Similar | 86% | 199 | 319 | 37% |
| **Mobility** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall quality of the transportation system (auto, bicycle, foot, bus, microtransit) in South Lake Tahoe | Similar | 43% | 167 | 329 | 49% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Traffic flow on major streets | Similar | 37% | 256 | 347 | 25% |
| | | Ease of public parking | Much lower | 27% | 310 | 319 | 3% |
| | | Ease of travel by car in South Lake Tahoe | Similar | 56% | 277 | 344 | 19% |

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| **Mobility** | **Please also rate each of the following in the South Lake Tahoe community.** | Ease of travel by public transportation in South Lake Tahoe | Similar | 41% | 107 | 320 | 66% |
| | | Ease of travel by bicycle in South Lake Tahoe | Higher | 68% | 52 | 344 | 85% |
| | | Ease of walking in South Lake Tahoe | Similar | 57% | 181 | 349 | 47% |
| | **Please indicate whether or not you have done each of the following in the last 12 months.** | Used bus or other public transportation instead of driving | Higher | 36% | 68 | 308 | 78% |
| | | Carpooled with other adults or children instead of driving alone | Higher | 65% | 12 | 317 | 96% |
| | | Walked or biked instead of driving | Much higher | 80% | 26 | 320 | 92% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Traffic enforcement | Similar | 44% | 289 | 356 | 17% |
| | | Street repair | Much lower | 13% | 353 | 357 | 1% |
| | | Street cleaning | Lower | 44% | 281 | 335 | 15% |
| | | Street lighting | Lower | 36% | 327 | 349 | 4% |

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| **Mobility** | **Please rate the quality of each of the following services in South Lake Tahoe.** | Snow removal | Lower | 49% | 226 | 282 | 18% |
| | | Sidewalk maintenance | Similar | 40% | 255 | 328 | 21% |
| | | Bus or transit services | Similar | 52% | 98 | 312 | 68% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Overall quality of the transportation system (auto, bicycle, foot, bus, microtransit) in South Lake Tahoe | Similar | 81% | 51 | 318 | 84% |
| **Community Design** | **Please rate each of the following aspects of quality of life in South Lake Tahoe.** | Your neighborhood as a place to live | Similar | 81% | 212 | 345 | 38% |
| | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) | Lower | 36% | 297 | 327 | 9% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Preservation of the historical or cultural character of the community | Similar | 46% | 260 | 316 | 18% |
| | | Public places where people want to spend time | Similar | 57% | 178 | 321 | 44% |
| | | Variety of housing options | Much lower | 18% | 317 | 335 | 5% |
| | | Availability of affordable quality housing | Lower | 10% | 315 | 348 | 9% |

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| **Community Design** | **Please also rate each of the following in the South Lake Tahoe community.** | Overall quality of new development in South Lake Tahoe | Lower | 29% | 297 | 333 | 10% |
| | | Overall appearance of South Lake Tahoe | Similar | 53% | 255 | 343 | 24% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Land use, planning, and zoning | Similar | 30% | 285 | 337 | 15% |
| | | Code enforcement (weeds, abandoned buildings, parking, vacation rentals, etc.) | Lower | 30% | 284 | 355 | 18% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) | Similar | 65% | 266 | 319 | 16% |
| **Utilities** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband) | Lower | 47% | 283 | 322 | 12% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Affordable high-speed internet access | Lower | 39% | 283 | 315 | 10% |
| | | Garbage collection | Similar | 82% | 134 | 342 | 60% |
| | | Drinking water | Higher | 87% | 6 | 341 | 98% |
| | | Sewer services | Similar | 87% | 55 | 332 | 83% |

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| **Utilities** | **Please rate the quality of each of the following services in South Lake Tahoe.** | Storm water management (storm drainage, dams, levees, etc.) | Similar | 65% | 241 | 350 | 30% |
| | | Power (electric and/or gas) utility | Lower | 52% | 285 | 302 | 5% |
| | | Utility billing | Lower | 35% | 312 | 320 | 1% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband) | Similar | 83% | 265 | 318 | 16% |
| **Safety** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall feeling of safety in South Lake Tahoe | Similar | 79% | 184 | 356 | 47% |
| | **Please rate how safe or unsafe you feel:** | In your neighborhood during the day | Similar | 94% | 148 | 338 | 55% |
| | | In South Lake Tahoe's downtown/commercial area during the day | Similar | 89% | 139 | 327 | 57% |
| | | From property crime | Similar | 78% | 157 | 327 | 52% |
| | | From violent crime | Similar | 85% | 158 | 327 | 51% |
| | | From fire, flood, or other natural disaster | Much lower | 43% | 310 | 319 | 3% |

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| **Safety** | **Please rate the quality of each of the following services in South Lake Tahoe.** | Police services | Similar | 76% | 254 | 373 | 30% |
| | | Crime prevention | Similar | 70% | 208 | 350 | 39% |
| | | Animal control | Similar | 74% | 166 | 341 | 50% |
| | | Ambulance or emergency medical services | Similar | 82% | 264 | 351 | 23% |
| | | Fire services | Similar | 90% | 196 | 357 | 44% |
| | | Fire prevention and education | Similar | 77% | 157 | 332 | 52% |
| | | Emergency preparedness (services that prepare the community for natural disasters or other emergency situations) | Similar | 65% | 192 | 333 | 42% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Overall feeling of safety in South Lake Tahoe | Lower | 68% | 317 | 319 | 0% |
| **Parks and Recreation** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall quality of parks and recreation opportunities | Similar | 85% | 114 | 326 | 65% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Availability of paths and walking trails | Higher | 85% | 63 | 339 | 81% |

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| **Parks and Recreation** | **Please also rate each of the following in the South Lake Tahoe community.** | Fitness opportunities (including exercise classes and paths or trails, etc.) | Higher | 85% | 44 | 323 | 86% |
| | | Recreational opportunities | Higher | 84% | 21 | 335 | 94% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | City parks | Similar | 77% | 199 | 342 | 42% |
| | | Recreation programs or classes | Similar | 71% | 131 | 332 | 60% |
| | | Recreation centers or facilities | Similar | 75% | 96 | 326 | 70% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Overall quality of parks and recreation opportunities | Similar | 75% | 265 | 319 | 17% |
| **Community Connection** | **Please rate each of the following aspects of quality of life in South Lake Tahoe.** | South Lake Tahoe as a place to raise children | Similar | 62% | 277 | 372 | 24% |
| | | South Lake Tahoe as a place to retire | Similar | 60% | 198 | 367 | 45% |
| | | Sense of community | Similar | 58% | 218 | 348 | 37% |
| | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Residents' connection and engagement with their community | Similar | 51% | 199 | 324 | 38% |

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| **Community Connection** | **Please rate the job you feel the South Lake Tahoe community does at each of the following.** | Making all residents feel welcome | Lower | 52% | 288 | 325 | 11% |
| | | Attracting people from diverse backgrounds | Similar | 43% | 252 | 320 | 21% |
| | | Valuing/respecting residents from diverse backgrounds | Similar | 56% | 244 | 320 | 24% |
| | | Taking care of vulnerable residents (elderly, disabled, homeless, etc.) | Similar | 40% | 230 | 318 | 27% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Sense of civic/community pride | Similar | 55% | 211 | 318 | 33% |
| | | Neighborliness of residents in South Lake Tahoe | Similar | 51% | 225 | 321 | 30% |
| | | Opportunities to volunteer | Similar | 65% | 148 | 330 | 55% |
| | | Opportunities to participate in community matters | Similar | 55% | 212 | 326 | 35% |
| | | Openness and acceptance of the community toward people of diverse backgrounds | Similar | 49% | 253 | 339 | 25% |
| | **Please indicate whether or not you have done each of the following in the last 12 months.** | Volunteered your time to some group/activity in South Lake Tahoe | Higher | 46% | 56 | 325 | 83% |

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| **Community Connection** | **Please indicate whether or not you have done each of the following in the last 12 months.** | Campaigned or advocated for a local issue, cause, or candidate | Higher | 34% | 12 | 316 | 96% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Residents' connection and engagement with their community | Similar | 64% | 289 | 319 | 9% |
| **Education, Arts, and Culture** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall opportunities for education, culture, and the arts | Similar | 48% | 223 | 329 | 32% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Opportunities to attend cultural/arts/music activities | Similar | 49% | 219 | 345 | 36% |
| | | Community support for the arts | Similar | 50% | 204 | 317 | 35% |
| | | Availability of affordable quality childcare/preschool | Similar | 31% | 246 | 330 | 25% |
| | | K-12 education | Similar | 50% | 217 | 339 | 36% |
| | | Adult educational opportunities | Similar | 57% | 95 | 323 | 70% |
| | | Opportunities to attend special events and festivals | Similar | 60% | 186 | 329 | 43% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Overall opportunities for education, culture, and the arts | Similar | 66% | 277 | 319 | 13% |

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| **Health and Wellness** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall health and wellness opportunities in South Lake Tahoe | Similar | 66% | 177 | 329 | 46% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Availability of affordable quality health care | Much lower | 28% | 320 | 330 | 3% |
| | | Availability of affordable quality mental health care | Lower | 25% | 286 | 321 | 11% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Health services | Lower | 48% | 271 | 314 | 14% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Overall health and wellness opportunities in South Lake Tahoe | Similar | 70% | 177 | 319 | 44% |
| **Natural Environment** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall quality of natural environment in South Lake Tahoe | Higher | 92% | 19 | 336 | 94% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Cleanliness of South Lake Tahoe | Similar | 67% | 217 | 341 | 36% |
| | | Water resources (beaches, lakes, ponds, riverways, etc.) | Much higher | 87% | 18 | 302 | 94% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Recycling | Similar | 71% | 119 | 347 | 65% |
| | | Yard waste pick-up | Similar | 77% | 101 | 317 | 68% |

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| **Natural Environment** | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.** | Overall quality of natural environment in South Lake Tahoe | Similar | **90%** | **15** | **319** | **95%** |

## Custom Benchmarks

This table contains the comparisons of South Lake Tahoe's results to those from similar communities in CA, CO, and AZ. The first column shows South Lake Tahoe's rating compared to the benchmark: results are noted as “higher” or “lower” if the average rating given by South Lake Tahoe residents is at least 10 points above or below the benchmark, and “similar” if it is within 10 points. The second column shows South Lake Tahoe's “percent positive”, which is the combination of the most positive response options (e.g., excellent/good). The third column shows South Lake Tahoe's ranking in comparison to other communities where a similar question was asked, and the fourth column shows the number of communities that asked that question. The fifth column shows the percentile for South Lake Tahoe's result (the percent of communities that had a lower rating).

| | | | | % positive | Rank | Number of communities | Percentile |
|---|---|---|---|---|---|---|---|
| Quality of Life | **Please rate each of the following aspects of quality of life in South Lake Tahoe.** | South Lake Tahoe as a place to live | Similar | 79% | 20 | 25 | 24% |
| | | The overall quality of life in South Lake Tahoe | Similar | 72% | 20 | 25 | 24% |
| | **Please indicate how likely or unlikely you are to do each of the following.** | Recommend living in South Lake Tahoe to someone who asks | Similar | 71% | 17 | 22 | 27% |
| | | Remain in South Lake Tahoe for the next five years | Similar | 85% | 7 | 23 | 73% |
| | **Please rate each of the following in the South Lake Tahoe community.** | Overall image or reputation of South Lake Tahoe | Lower | 55% | 17 | 22 | 27% |
| Governance | **Please indicate whether or not you have done each of the following in the last 12 months.** | Contacted the City of South Lake Tahoe (in-person, phone, email, or web) for help or information | Similar | 41% | 18 | 23 | 26% |
| | | Contacted South Lake Tahoe elected officials (in-person, phone, email, or web) to express your opinion | Similar | 23% | 8 | 22 | 68% |
| | | Attended (in-person or remotely) a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.) | Similar | 31% | 6 | 22 | 77% |
| | | Watched (online or on television) a local public meeting | Higher | 42% | 1 | 22 | #### |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Public information services | Lower | 49% | 21 | 23 | 13% |
| | | Overall customer service by South Lake Tahoe employees (police, receptionists, planners, etc.) | Similar | 64% | 20 | 24 | 20% |
| | **Please rate the following categories of South Lake Tahoe government performance.** | The value of services for the taxes paid to South Lake Tahoe | Lower | 31% | 21 | 24 | 16% |
| | | The overall direction that South Lake Tahoe is taking | Lower | 33% | 21 | 25 | 20% |

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| **Governance** | **Please rate the following categories of South Lake Tahoe government performance.** | The job South Lake Tahoe government does at welcoming resident involvement | Similar | 42% | 18 | 25 | 32% |
| | | Overall confidence in South Lake Tahoe government | Lower | 21% | 22 | 22 | 4% |
| | | Generally acting in the best interest of the community | Lower | 27% | 22 | 22 | 4% |
| | | Being honest | Lower | 29% | 21 | 21 | 4% |
| | | Being open and transparent to the public | Lower | 31% | 22 | 24 | 12% |
| | | Informing residents about issues facing the community | Similar | 33% | 17 | 21 | 23% |
| | | Treating all residents fairly | Lower | 34% | 21 | 23 | 13% |
| | | Treating residents with respect | Lower | 42% | 19 | 22 | 18% |
| | **Overall, how would you rate the quality of the services provided by each of the following?** | The City of South Lake Tahoe | Lower | 41% | 23 | 24 | 8% |
| | | The Federal Government | Similar | 19% | 17 | 21 | 23% |
| **Economy** | **Please rate each of the following aspects of quality of life in South Lake Tahoe.** | South Lake Tahoe as a place to work | Lower | 40% | 23 | 25 | 12% |
| | | South Lake Tahoe as a place to visit | Higher | 92% | 11 | 23 | 56% |
| | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall economic health of South Lake Tahoe | Lower | 32% | 21 | 23 | 13% |
| | **Please rate each of the following in the South Lake Tahoe community.** | Overall quality of business and service establishments in South Lake Tahoe | Lower | 52% | 21 | 23 | 13% |
| | | Variety of business and service establishments in South Lake Tahoe | Lower | 37% | 19 | 22 | 18% |
| | | Vibrancy of downtown/commercial area | Lower | 45% | 16 | 23 | 34% |

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|---|---|---|---|---|---|---|---|
| **Economy** | **Please rate each of the following in the South Lake Tahoe community.** | Employment opportunities | Lower | 19% | 22 | 24 | 12% |
| | | Shopping opportunities | Lower | 35% | 19 | 24 | 25% |
| | | Cost of living in South Lake Tahoe | Lower | 7% | 19 | 23 | 21% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Economic development | Similar | 32% | 19 | 22 | 18% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Overall economic health of South Lake Tahoe | Similar | 86% | 12 | 22 | 50% |
| **Mobility** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall quality of the transportation system (auto, bicycle, foot, bus, microtransit) in South Lake Tahoe | Similar | 43% | 16 | 23 | 34% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Traffic flow on major streets | Similar | 37% | 17 | 22 | 27% |
| | | Ease of public parking | Lower | 27% | 23 | 24 | 8% |
| | | Ease of travel by car in South Lake Tahoe | Similar | 56% | 17 | 24 | 33% |
| | | Ease of travel by public transportation in South Lake Tahoe | Similar | 41% | 12 | 25 | 56% |
| | | Ease of travel by bicycle in South Lake Tahoe | Similar | 68% | 7 | 24 | 75% |
| | | Ease of walking in South Lake Tahoe | Similar | 57% | 18 | 25 | 32% |
| | **Please indicate whether or not you have done each of the following in the last 12 months.** | Used bus or other public transportation instead of driving | Similar | 36% | 14 | 23 | 43% |
| | | Carpooled with other adults or children instead of driving alone | Higher | 65% | 3 | 23 | 91% |
| | | Walked or biked instead of driving | Similar | 80% | 8 | 23 | 69% |
| | **Please rate the quality of each of the following services in South Lake Tahoe** | Traffic enforcement | Similar | 44% | 19 | 24 | 25% |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Mobility** | **Please rate the quality of each of the following services in South Lake Tahoe.** | Street repair | Much lower | 13% | 25 | 25 | 4% |
| | | Street cleaning | Lower | 44% | 21 | 23 | 13% |
| | | Street lighting | Lower | 36% | 22 | 23 | 8% |
| | | Snow removal | Lower | 49% | 13 | 14 | 14% |
| | | Sidewalk maintenance | Similar | 40% | 17 | 22 | 27% |
| | | Bus or transit services | Similar | 52% | 10 | 23 | 60% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Overall quality of the transportation system (auto, bicycle, foot, bus, microtransit) in South Lake Tahoe | Similar | 81% | 5 | 22 | 81% |
| **Community Design** | **Please rate each of the following aspects of quality of life in South Lake Tahoe.** | Your neighborhood as a place to live | Similar | 81% | 15 | 23 | 39% |
| | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) | Lower | 36% | 22 | 23 | 8% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Preservation of the historical or cultural character of the community | Similar | 46% | 17 | 22 | 27% |
| | | Public places where people want to spend time | Similar | 57% | 14 | 22 | 40% |
| | | Variety of housing options | Lower | 18% | 19 | 22 | 18% |
| | | Availability of affordable quality housing | Similar | 10% | 18 | 24 | 29% |
| | | Overall quality of new development in South Lake Tahoe | Similar | 29% | 19 | 22 | 18% |
| | | Overall appearance of South Lake Tahoe | Lower | 53% | 16 | 22 | 31% |
| | **Please rate the quality of each of the following services in South Lake Tahoe** | Land use, planning, and zoning | Similar | 30% | 19 | 24 | 25% |

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| **Community Design** | **Please rate the quality of each of the following services in South Lake Tahoe.** | Code enforcement (weeds, abandoned buildings, parking, vacation rentals, etc.) | Similar | 30% | 18 | 24 | 29% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Overall design or layout of South Lake Tahoe's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) | Similar | 65% | 21 | 22 | 9% |
| **Utilities** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband) | Lower | 47% | 21 | 22 | 9% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Affordable high-speed internet access | Similar | 39% | 17 | 22 | 27% |
| | | Garbage collection | Similar | 82% | 10 | 22 | 59% |
| | | Drinking water | Higher | 87% | 2 | 24 | 95% |
| | | Sewer services | Similar | 87% | 4 | 24 | 87% |
| | | Storm water management (storm drainage, dams, levees, etc.) | Similar | 65% | 18 | 23 | 26% |
| | | Power (electric and/or gas) utility | Similar | 52% | 15 | 19 | 26% |
| | | Utility billing | Lower | 35% | 22 | 23 | 8% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Overall quality of the utility infrastructure in South Lake Tahoe (water, sewer, storm water, electric/gas, broadband) | Similar | 83% | 18 | 22 | 22% |
| **Safety** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall feeling of safety in South Lake Tahoe | Similar | 79% | 14 | 24 | 45% |
| | **Please rate how safe or unsafe you feel:** | In your neighborhood during the day | Similar | 94% | 11 | 23 | 56% |
| | | In South Lake Tahoe's downtown/commercial area during the day | Similar | 89% | 8 | 23 | 69% |
| | | From property crime | Similar | 78% | 6 | 22 | 77% |
| | | From violent crime | Similar | 85% | 10 | 22 | 59% |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Safety** | **Please rate how safe or unsafe you feel:** | From fire, flood, or other natural disaster | Lower | 43% | 20 | 22 | 13% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Police services | Similar | 76% | 14 | 25 | 48% |
| | | Crime prevention | Similar | 70% | 12 | 24 | 54% |
| | | Animal control | Similar | 74% | 12 | 24 | 54% |
| | | Ambulance or emergency medical services | Similar | 82% | 19 | 23 | 21% |
| | | Fire services | Similar | 90% | 17 | 25 | 36% |
| | | Fire prevention and education | Similar | 77% | 10 | 23 | 60% |
| | | Emergency preparedness (services that prepare the community for natural disasters or other emergency situations) | Similar | 65% | 12 | 23 | 52% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Overall feeling of safety in South Lake Tahoe | Lower | 68% | 22 | 22 | 4% |
| **Natural Environment** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall quality of natural environment in South Lake Tahoe | Higher | 92% | 8 | 25 | 72% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Cleanliness of South Lake Tahoe | Similar | 67% | 13 | 23 | 47% |
| | | Water resources (beaches, lakes, ponds, riverways, etc.) | Much higher | 87% | 2 | 22 | 95% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Recycling | Similar | 71% | 9 | 24 | 66% |
| | | Yard waste pick-up | Similar | 77% | 10 | 22 | 59% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Overall quality of natural environment in South Lake Tahoe | Similar | 90% | 5 | 22 | 81% |
| **Parks and Recreation** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall quality of parks and recreation opportunities | Similar | 85% | 12 | 22 | 50% |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Parks and Recreation** | **Please also rate each of the following in the South Lake Tahoe community.** | Availability of paths and walking trails | Similar | 85% | 10 | 23 | 60% |
| | | Fitness opportunities (including exercise classes and paths or trails, etc.) | Similar | 85% | 8 | 22 | 68% |
| | | Recreational opportunities | Higher | 84% | 7 | 24 | 75% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | City parks | Similar | 77% | 16 | 25 | 40% |
| | | Recreation programs or classes | Similar | 71% | 15 | 25 | 44% |
| | | Recreation centers or facilities | Similar | 75% | 10 | 23 | 60% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Overall quality of parks and recreation opportunities | Similar | 75% | 21 | 22 | 9% |
| **Health and Wellness** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall health and wellness opportunities in South Lake Tahoe | Similar | 66% | 15 | 23 | 39% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Availability of affordable quality health care | Lower | 28% | 22 | 23 | 8% |
| | | Availability of affordable quality mental health care | Similar | 25% | 20 | 23 | 17% |
| | **Please rate the quality of each of the following services in South Lake Tahoe.** | Health services | Similar | 48% | 16 | 20 | 25% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Overall health and wellness opportunities in South Lake Tahoe | Similar | 70% | 11 | 22 | 54% |
| **Education, Arts, and Culture** | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Overall opportunities for education, culture, and the arts | Similar | 48% | 20 | 24 | 20% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Opportunities to attend cultural/arts/music activities | Similar | 49% | 20 | 25 | 24% |
| | | Community support for the arts | Lower | 50% | 18 | 22 | 22% |
| | | Availability of affordable quality childcare/preschool | Similar | 31% | 16 | 24 | 37% |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Education, Arts, and Culture** | **Please also rate each of the following in the South Lake Tahoe community.** | K-12 education | Similar | 50% | 15 | 23 | 39% |
| | | Adult educational opportunities | Similar | 57% | 11 | 22 | 54% |
| | | Opportunities to attend special events and festivals | Similar | 60% | 14 | 22 | 40% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Overall opportunities for education, culture, and the arts | Similar | 66% | 19 | 22 | 18% |
| **Community Connection** | **Please rate each of the following aspects of quality of life in South Lake Tahoe.** | South Lake Tahoe as a place to raise children | Similar | 62% | 19 | 25 | 28% |
| | | South Lake Tahoe as a place to retire | Similar | 60% | 14 | 25 | 48% |
| | | Sense of community | Similar | 58% | 13 | 24 | 50% |
| | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Residents' connection and engagement with their community | Similar | 51% | 13 | 22 | 45% |
| | **Please rate the job you feel the South Lake Tahoe community does at each of the following.** | Making all residents feel welcome | Similar | 52% | 19 | 22 | 18% |
| | | Attracting people from diverse backgrounds | Similar | 43% | 15 | 21 | 33% |
| | | Valuing/respecting residents from diverse backgrounds | Similar | 56% | 16 | 21 | 28% |
| | | Taking care of vulnerable residents (elderly, disabled, homeless, etc.) | Similar | 40% | 12 | 21 | 47% |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Sense of civic/community pride | Similar | 55% | 14 | 21 | 38% |
| | | Neighborliness of residents in South Lake Tahoe | Similar | 51% | 13 | 22 | 45% |
| | | Opportunities to volunteer | Similar | 65% | 12 | 23 | 52% |
| | | Opportunities to participate in community matters | Similar | 55% | 16 | 23 | 34% |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Community Connection** | **Please also rate each of the following in the South Lake Tahoe community.** | Openness and acceptance of the community toward people of diverse backgrounds | Similar | 49% | 19 | 23 | 21% |
| | **Please indicate whether or not you have done each of the following in the last 12 months.** | Volunteered your time to some group/activity in South Lake Tahoe | Similar | 46% | 9 | 24 | 66% |
| | | Campaigned or advocated for a local issue, cause, or candidate | Higher | 34% | 2 | 21 | 95% |
| | **Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the ..** | Residents' connection and engagement with their community | Similar | 64% | 20 | 22 | 13% |

## Full Trends

This table contains the trends over time for the City of South Lake Tahoe. The combined "percent positive" responses for each survey year are presented (e.g., excellent/good or yes). If an item was not included during an administration of the survey, no percentage will be shown in the table. If the difference between the 2024 and 2026 surveys is greater than eight percentage points, the change is statistically significant.

It is important to note that in 2020 and 2025, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

| | | | 2008 | 2010 | 2011 | 2013 | 2015 | 2024 | 2026 |
|---|---|---|---|---|---|---|---|---|---|
| Quality of Life | Please rate each of the following aspects of quality of life in South Lake Tahoe. | The overall quality of life | 74% | 70% | 71% | 72% | | 61% | 72% H |
| | Please indicate how likely or unlikely you are to do each of the following. | Recommend living in South Lake Tahoe to someone who asks | 77% | 75% | 76% | 78% | | 60% | 71% H |
| Governance | Please rate the quality of each of the following services in South Lake Tahoe. | Overall customer service by South Lake Tahoe employees | 69% | 69% | 64% | 67% | | 76% | 64% L |
| | Please rate the following categories of South Lake Tahoe government performance. | The overall direction that South Lake Tahoe is taking | 22% | 15% | 22% | 24% | | 24% | 33% H |
| | | Overall confidence in South Lake Tahoe government | | | | | | 31% | 21% L |
| | | Being open and transparent to the public | | | | | | 42% | 31% L |
| | Overall, how would you rate the quality of the services provided by each of the following? | The City of South Lake Tahoe | 51% | 45% | 40% | 44% | | 51% | 41% L |
| | | The Federal Government | 36% | 28% | 28% | 32% | | 37% | 19% L |
| Economy | Please rate each of the following aspects of quality of life in South Lake Tahoe. | South Lake Tahoe as a place to visit | | | | | 90% | 79% | 92% H |
| | Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole. | Overall economic health | | | | | 19% | 23% | 32% H |
| | Please rate each of the following in the South Lake Tahoe community. | Shopping opportunities | 9% | 9% | 8% | 10% | | 24% | 35% H |
| Mobility | Please also rate each of the following in the South Lake Tahoe community. | Ease of travel by public transportation | | | | | | 30% | 41% H |
| | Please rate the quality of each of the following services in South Lake Tahoe. | Bus or transit services | 42% | 37% | 42% | 44% | | 40% | 52% H |
| Community Design | Please rate each of the following aspects of quality of life in South Lake Tahoe. | Your neighborhood as a place to live | 80% | 79% | 86% | 84% | 81% | 72% | 81% H |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Community Design** | **Please rate the quality of each of the following services in South Lake Tahoe.** | Code enforcement | 24% | 23% | 21% | 23% | | 21% | 30% H |
| **Utilities** | **Please rate the quality of each of the following services in South Lake Tahoe.** | Garbage collection | 91% | 87% | 92% | 91% | | 92% | 82% L |
| | | Power (electric and/or gas) utility | 80% | 84% | 78% | 82% | | 61% | 52% L |
| **Safety** | **Please rate the quality of each of the following services in South Lake Tahoe.** | Police/Sheriff services | 77% | 74% | 76% | 65% | | 66% | 76% H |
| **Parks and Recreation** | **Please rate the quality of each of the following services in South Lake Tahoe.** | Recreation programs or classes | 78% | 74% | 73% | 72% | 50% | 62% | 71% H |
| | | Recreation centers or facilities | 76% | 71% | 67% | 65% | | 55% | 75% H |
| **Community Connection** | **Please rate each of the following aspects of quality of life in South Lake Tahoe.** | South Lake Tahoe as a place to retire | 61% | 54% | 55% | 54% | 65% | 43% | 60% H |
| | | Sense of community | 50% | 46% | 48% | 48% | 43% | 48% | 58% H |
| | **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.** | Residents' connection and engagement with their community | | | | | | 42% | 51% H |
| | **Please also rate each of the following in the South Lake Tahoe community.** | Neighborliness of residents | | | | | | 60% | 51% L |
| | **Please indicate whether or not you have done each of the following in the last 12 months.** | Campaigned or advocated for a local issue, cause, or candidate | | | | | | 20% | 34% H |
| **Natural Environment** | **Please also rate each of the following in the South Lake Tahoe community.** | Cleanliness | 41% | 40% | 41% | 39% | | 53% | 67% H |

Polco

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

# South Lake Tahoe, CA

## The National Community Survey™

## 2026 Results

Polco

## Civic Communication & Analytics Platform

Polco unites people, data, and government to help communities thrive through informed decisions.

NRC
POWERED BY POLCO

## Advanced Survey Science and Performance Analytics

Polco's internal think tank, backed by 30 years of benchmark survey expertise, delivering trusted insights.

BalancingAct
FROM POLCO

## Trusted Budget Tools

Provides budget insights through interactive simulations and transparent insights.

THE NCS™ THE NATIONAL COMMUNITY SURVEY™

THE NES™ THE NATIONAL EMPLOYEE SURVEY™

THE NBS™ THE NATIONAL BUSINESS SURVEY™

CASOA® COMMUNITY ASSESSMENT SURVEY FOR OLDER ADULTS®

THE NLES THE NATIONAL LAW ENFORCEMENT SURVEY

polco.us

# Facets of Community Livability

THE NCS™

THE NATIONAL COMMUNITY SURVEY™






























# The National Community Survey™ in South Lake Tahoe

Address-based
Random sample survey

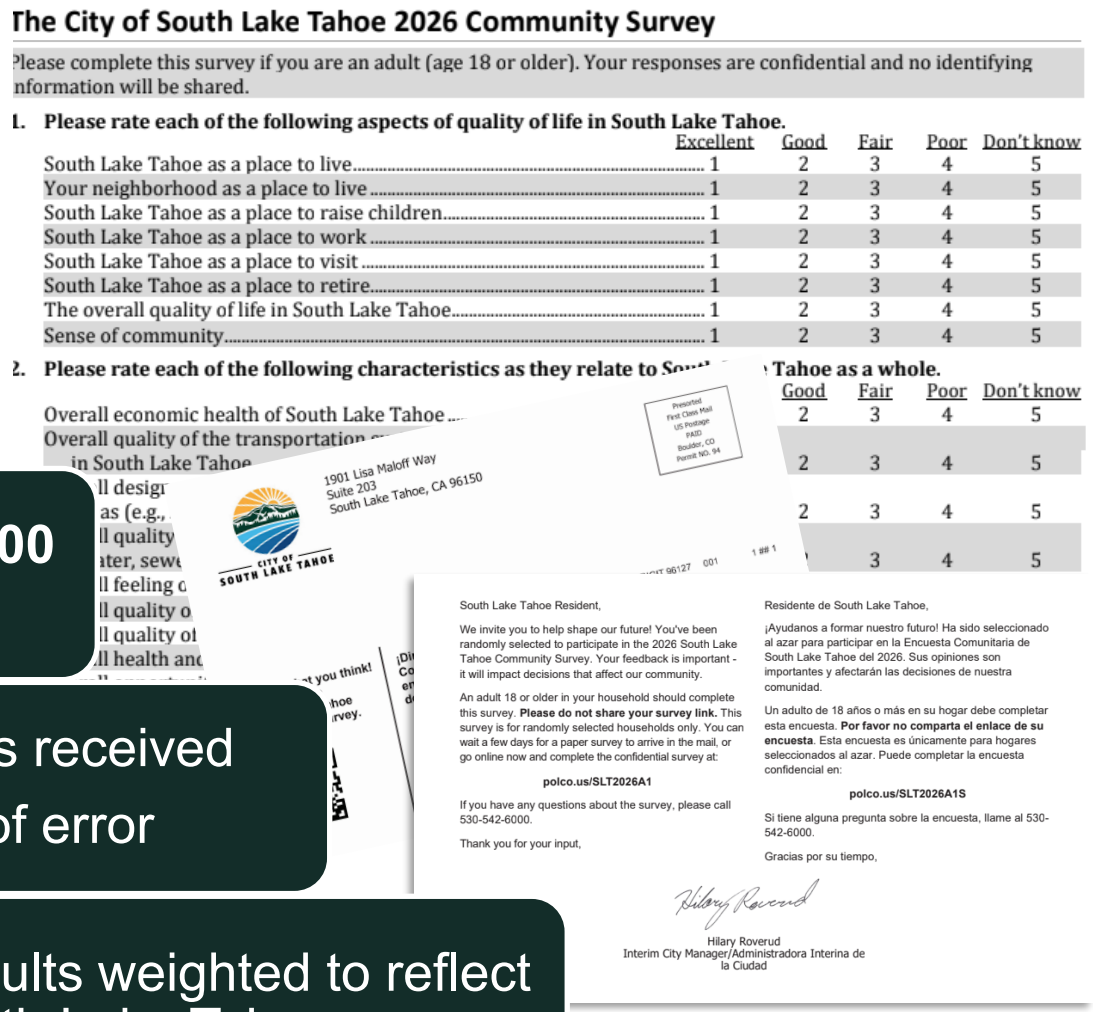
Survey open
**March 4** to **June 14, 2026**

Invitations mailed to **3,000** households

**307** responses received
**5.5%** Margin of error

Results weighted to reflect South Lake Tahoe

Community-wide open participation survey received **140** total responses.



**The City of South Lake Tahoe 2026 Community Survey**

Please complete this survey if you are an adult (age 18 or older). Your responses are confidential and no identifying information will be shared.

1. **Please rate each of the following aspects of quality of life in South Lake Tahoe.**

| | Excellent | Good | Fair | Poor | Don't know |
|---|---|---|---|---|---|
| South Lake Tahoe as a place to live | 1 | 2 | 3 | 4 | 5 |
| Your neighborhood as a place to live | 1 | 2 | 3 | 4 | 5 |
| South Lake Tahoe as a place to raise children | 1 | 2 | 3 | 4 | 5 |
| South Lake Tahoe as a place to work | 1 | 2 | 3 | 4 | 5 |
| South Lake Tahoe as a place to visit | 1 | 2 | 3 | 4 | 5 |
| South Lake Tahoe as a place to retire | 1 | 2 | 3 | 4 | 5 |
| The overall quality of life in South Lake Tahoe | 1 | 2 | 3 | 4 | 5 |
| Sense of community | 1 | 2 | 3 | 4 | 5 |

2. **Please rate each of the following characteristics as they relate to South Lake Tahoe as a whole.**

| | Good | Fair | Poor | Don't know |
|---|---|---|---|---|
| Overall economic health of South Lake Tahoe | 2 | 3 | 4 | 5 |
| Overall quality of the transportation | | | | |
| in South Lake Tahoe | 2 | 3 | 4 | 5 |
| ll design | | | | |
| as (e.g., | 2 | 3 | 4 | 5 |
| ll quality | | | | |
| ater, sewe | | | | |
| ll feeling o | 3 | 4 | 5 | |
| ll quality o | | | | |
| ll quality of | | | | |
| ll health and | | | | |

1901 Lisa Maloff Way
Suite 203
South Lake Tahoe, CA 96150

CITY OF SOUTH LAKE TAHOE

South Lake Tahoe Resident,

We invite you to help shape our future! You've been randomly selected to participate in the 2026 South Lake Tahoe Community Survey. Your feedback is important - it will impact decisions that affect our community.

An adult 18 or older in your household should complete this survey. **Please do not share your survey link.** This survey is for randomly selected households only. You can wait a few days for a paper survey to arrive in the mail, or go online now and complete the confidential survey at:

**polco.us/SLT2026A1**

If you have any questions about the survey, please call 530-542-6000.

Thank you for your input,

Hilary Roverud
Interim City Manager/Administradora Interina de la Ciudad

Residente de South Lake Tahoe,

¡Ayudanos a formar nuestro futuro! Ha sido seleccionado al azar para participar en la Encuesta Comunitaria de South Lake Tahoe del 2026. Sus opiniones son importantes y afectarán las decisiones de nuestra comunidad.

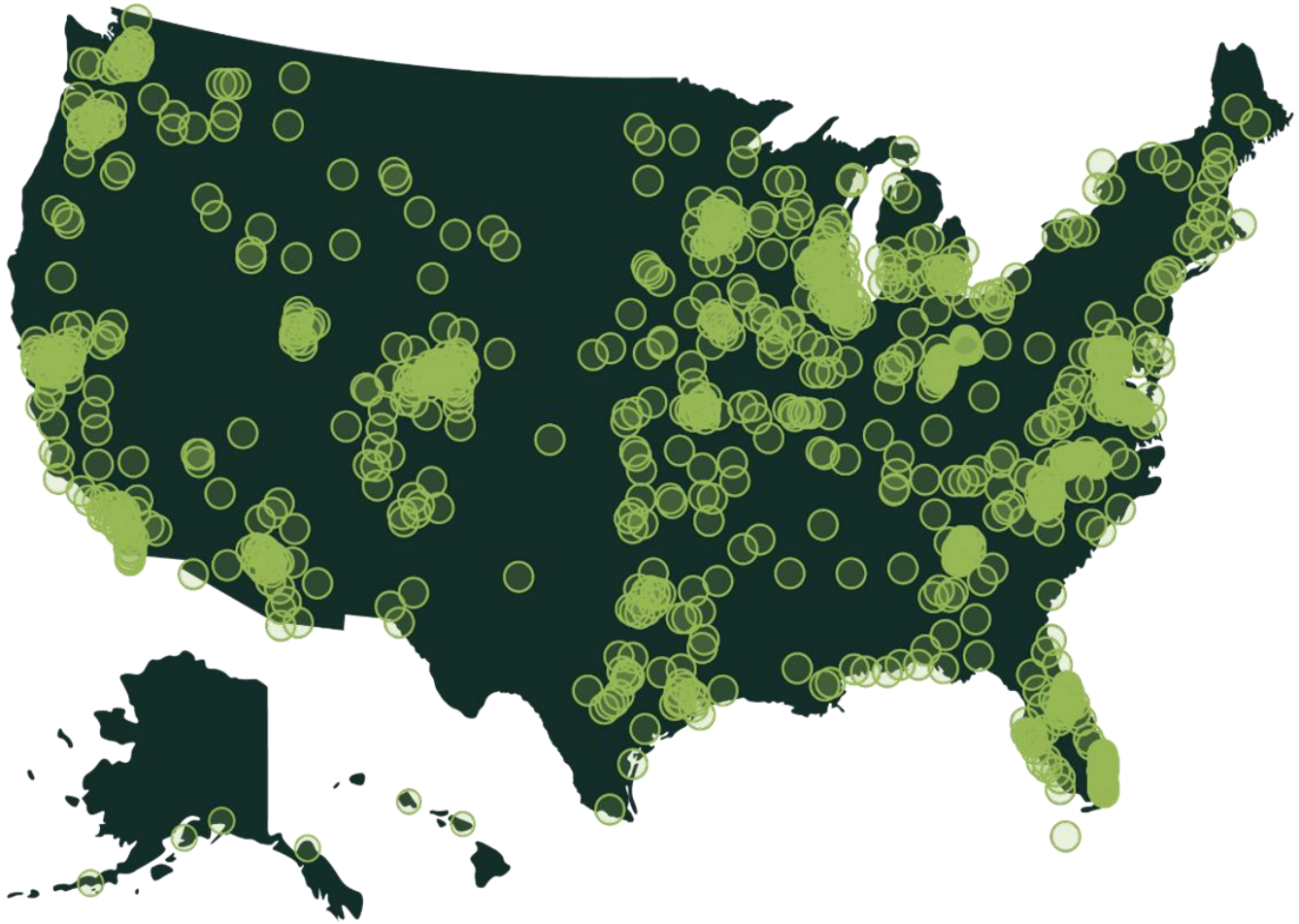
Un adulto de 18 años o más en su hogar debe completar esta encuesta. **Por favor no comparta el enlace de su encuesta**. Esta encuesta es únicamente para hogares seleccionados al azar. Puede completar la encuesta confidencial en:

**polco.us/SLT2026A1S**

Si tiene alguna pregunta sobre la encuesta, llame al 530-542-6000.

Gracias por su tiempo,

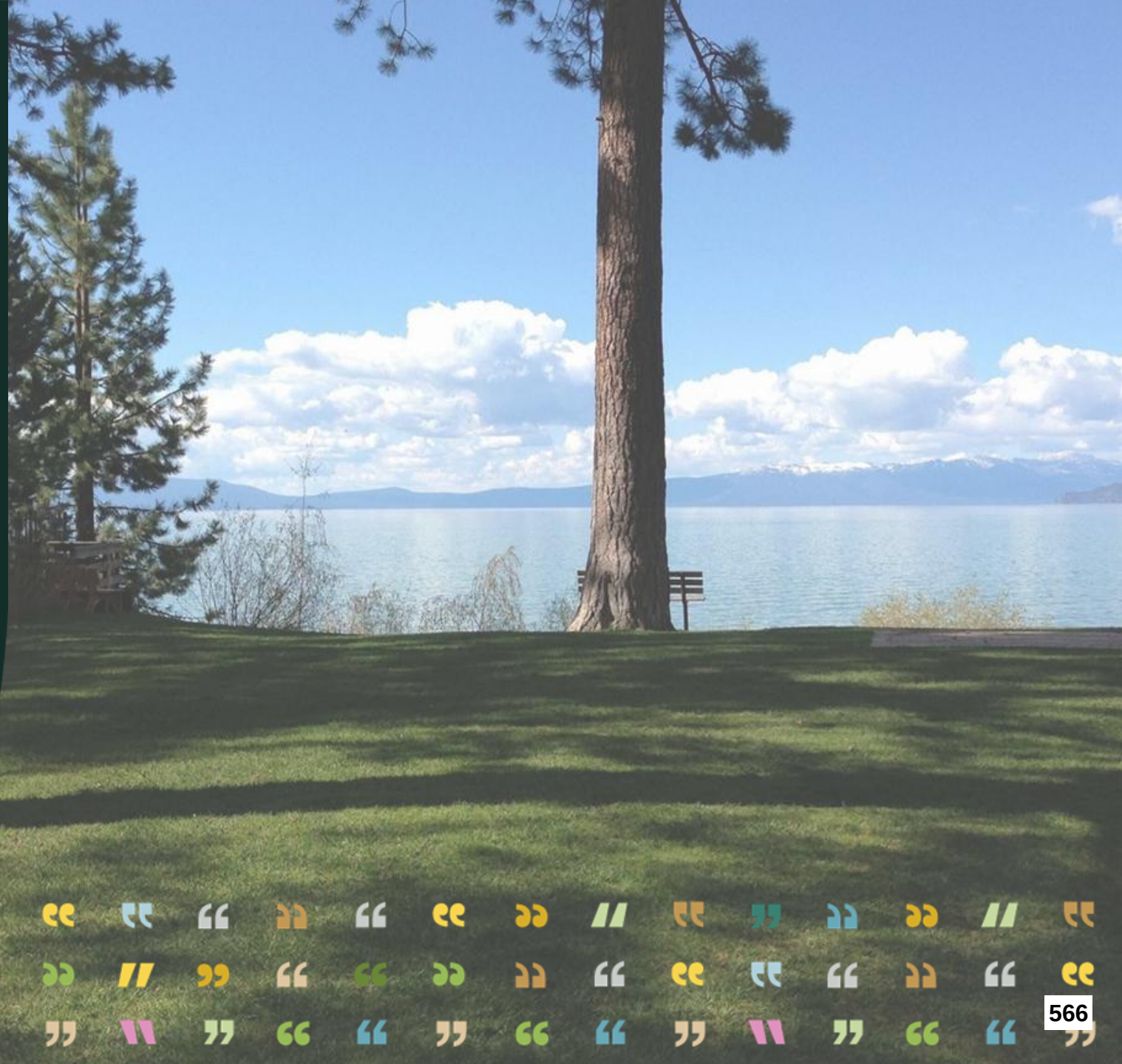
# Polco's Benchmarking Database



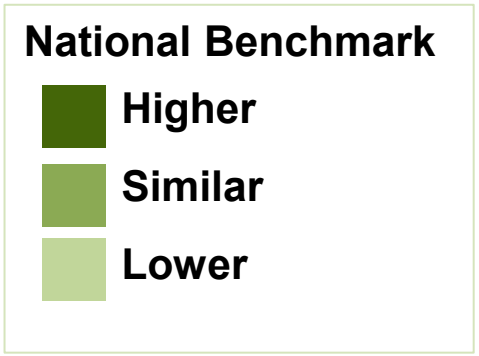
About **400** comparison communities across the nation.

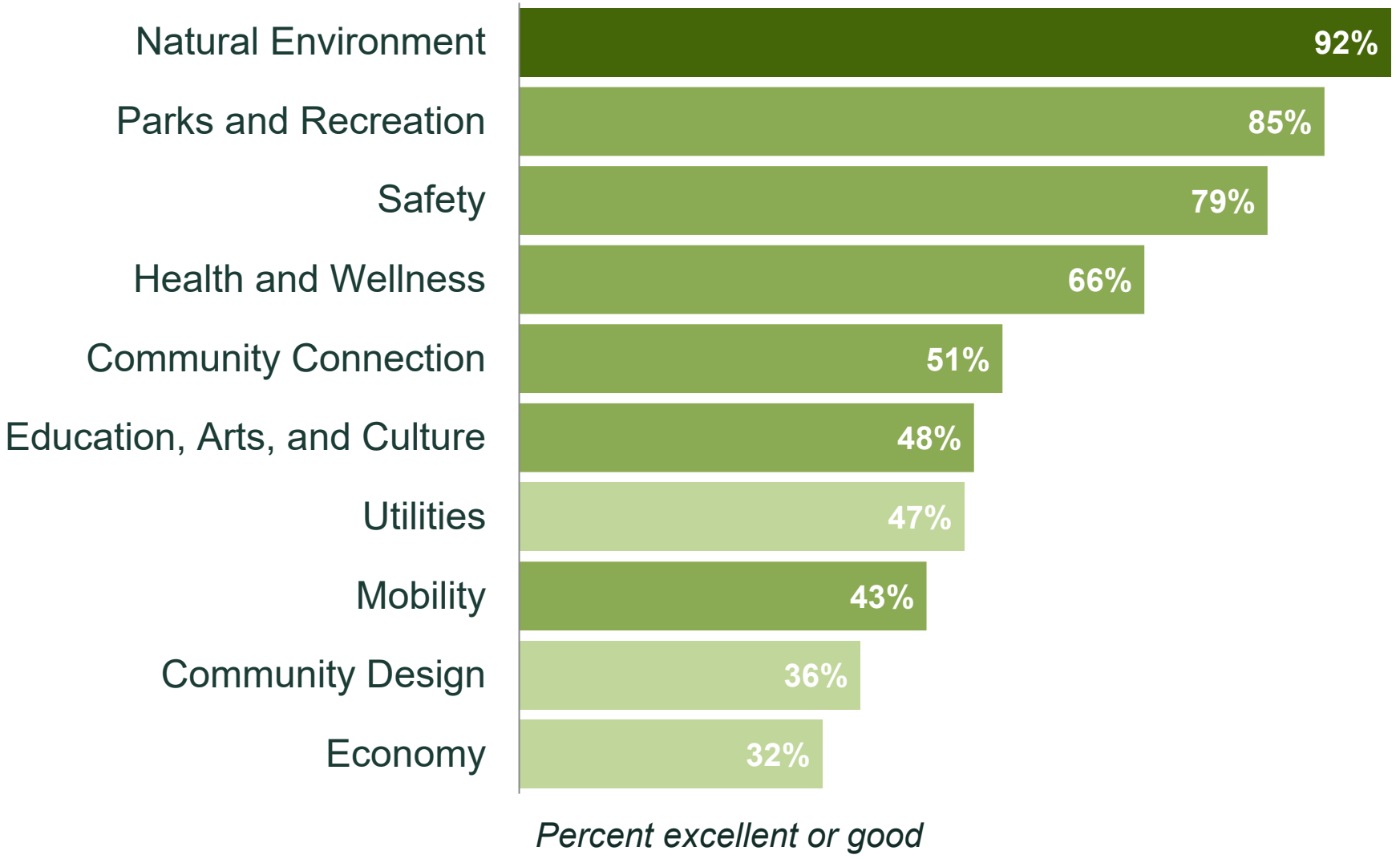
Representing the opinions of more than **50 million** residents.

# Overview of Survey Results



# Facets of Community Livability: **Quality**

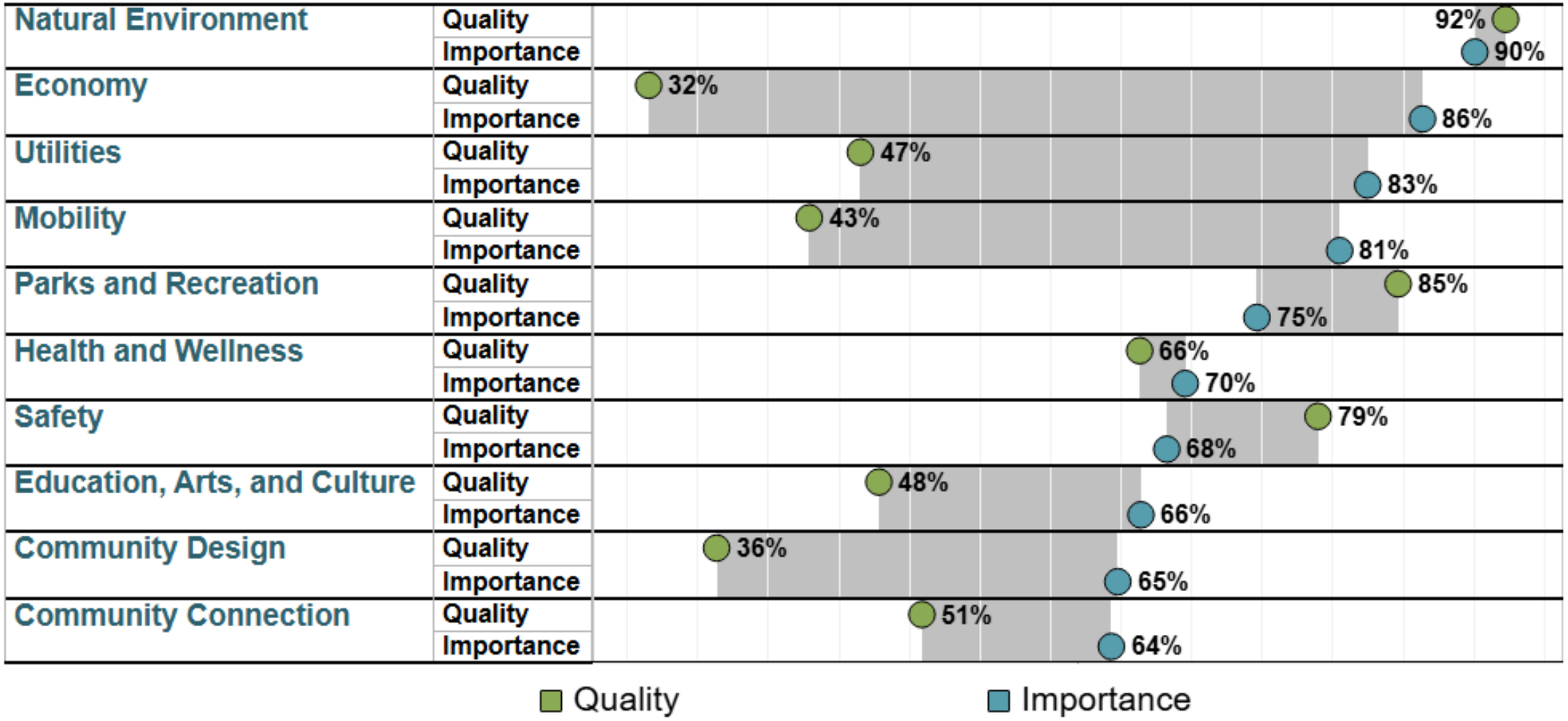


# Facets of Community Livability: **Importance**



# Balancing Quality and Importance



# Comparisons to National Benchmarks



# Comparisons to Custom Benchmarks



**5** received **higher** ratings

**73** received **similar** ratings

**32** received **lower** ratings

# Comparisons to Previous Survey (2024)



**17** received **higher** ratings

**85** received **similar** ratings

**8** received **lower** ratings

# Key Findings



# Residents experience a high quality of life in South Lake Tahoe.



# Overall Community Quality

**National Benchmark**

**Similar**

**2026 vs 2024**:

Increasing/Decreasing

Residents gave **excellent** or **good** ratings to:

**8 in 10** South Lake Tahoe as a place to live.



**8 in 10** Your neighborhood as a pace to live.



**6 in 10** South Lake Tahoe as a place to retire.



**8 in 10** plan to remain in South Lake Tahoe for the next five years

**7 in 10** would recommend living in South Lake Tahoe to someone who asked

# Several governance-related ratings scored lower than national and custom comparisons.



2

# Governance in South Lake Tahoe

**Please rate the following categories of South Lake Tahoe government performance.**

**National Benchmark**

- **Similar**
- **Lower**

**2026 vs 2024**:

Increasing/Decreasing

**Custom Benchmark**

Higher/Lower than




*Percent excellent or good*

# Residents feel safe in South Lake Tahoe and appreciate the City's safety services.



# Safety in South Lake Tahoe

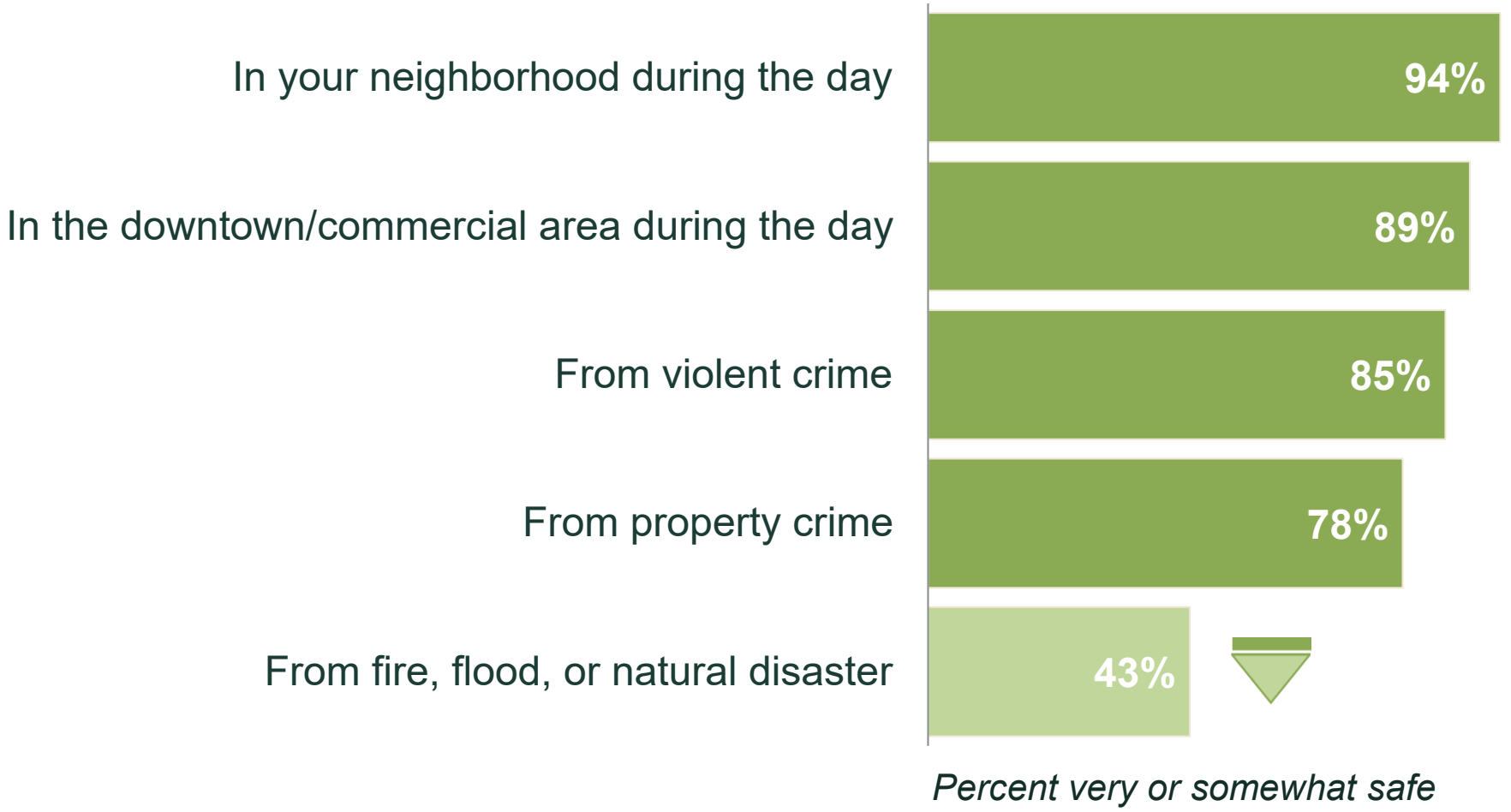
**National Benchmark**

- **Similar**
- **Lower**

**Custom Benchmark**

Higher/Lower than

**Please rate how safe or unsafe you feel:**




*Percent very or somewhat safe*

# Safety Services in South Lake Tahoe

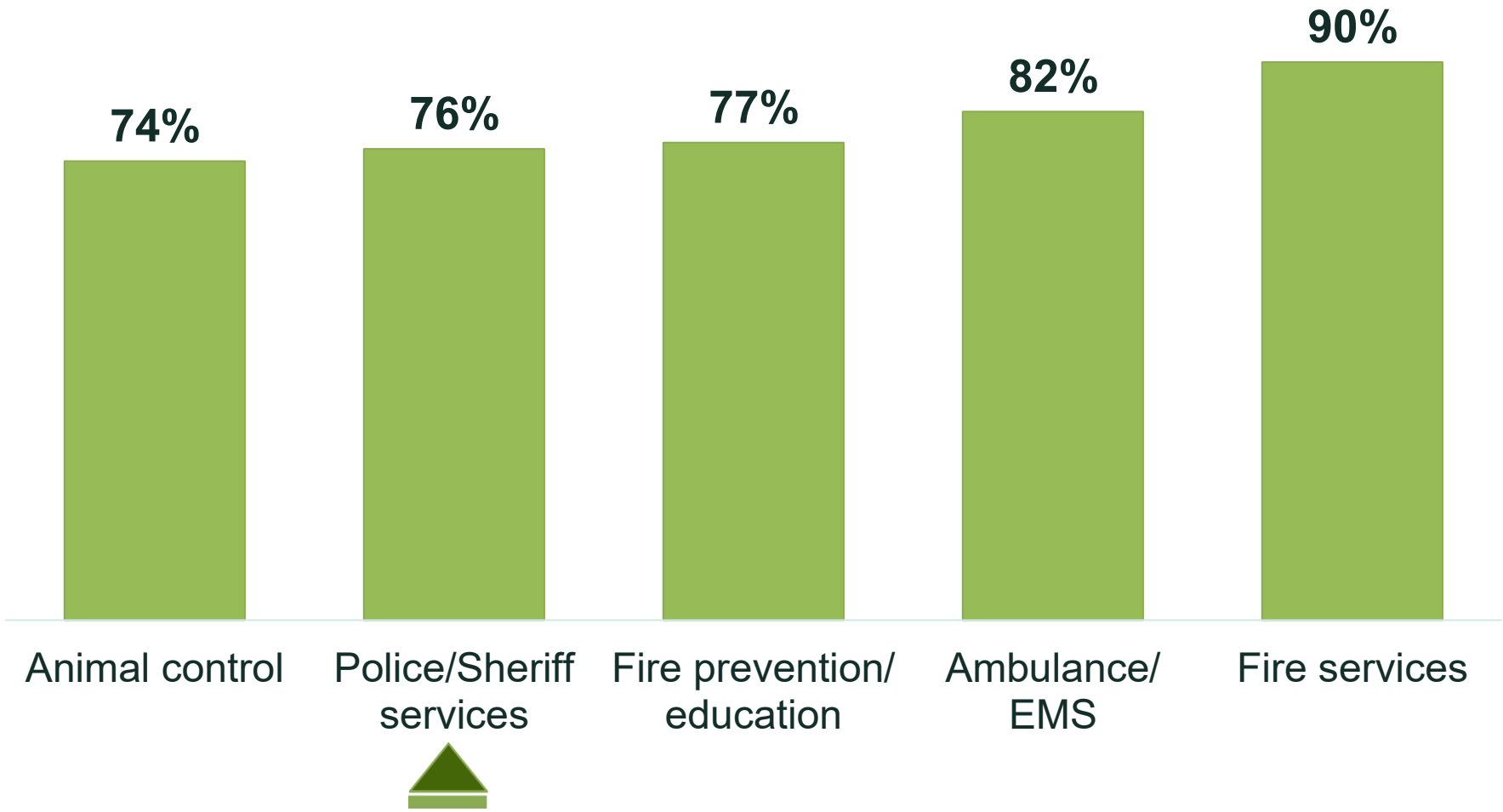
**Please rate the quality of the following services in South Lake Tahoe.**

**National Benchmark**

**Similar**

**Custom Benchmark**

Higher/Lower than




*Percent excellent or good*

# 4

# Residents report challenges with affordability and economic opportunities.



# The Economy in South Lake Tahoe

**Please rate each of the following in the South Lake Tahoe community:**

**National Benchmark**

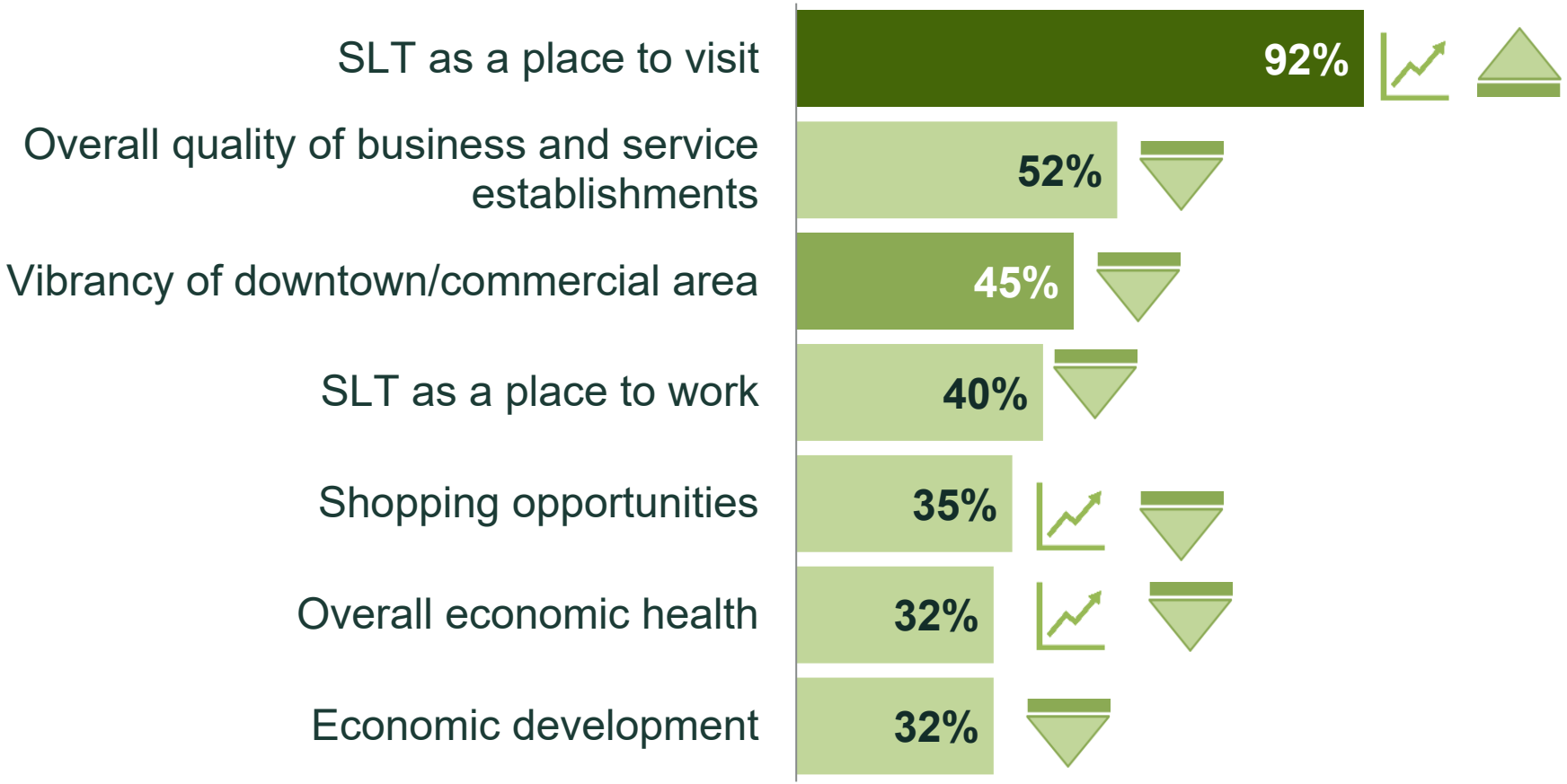
- **Higher**
- **Similar**
- **Lower**

**2026 vs 2024**:

Increasing/Decreasing

**Custom Benchmark**

Higher/Lower than




*Percent excellent or good*

# Affordability in South Lake Tahoe

**National Benchmark**

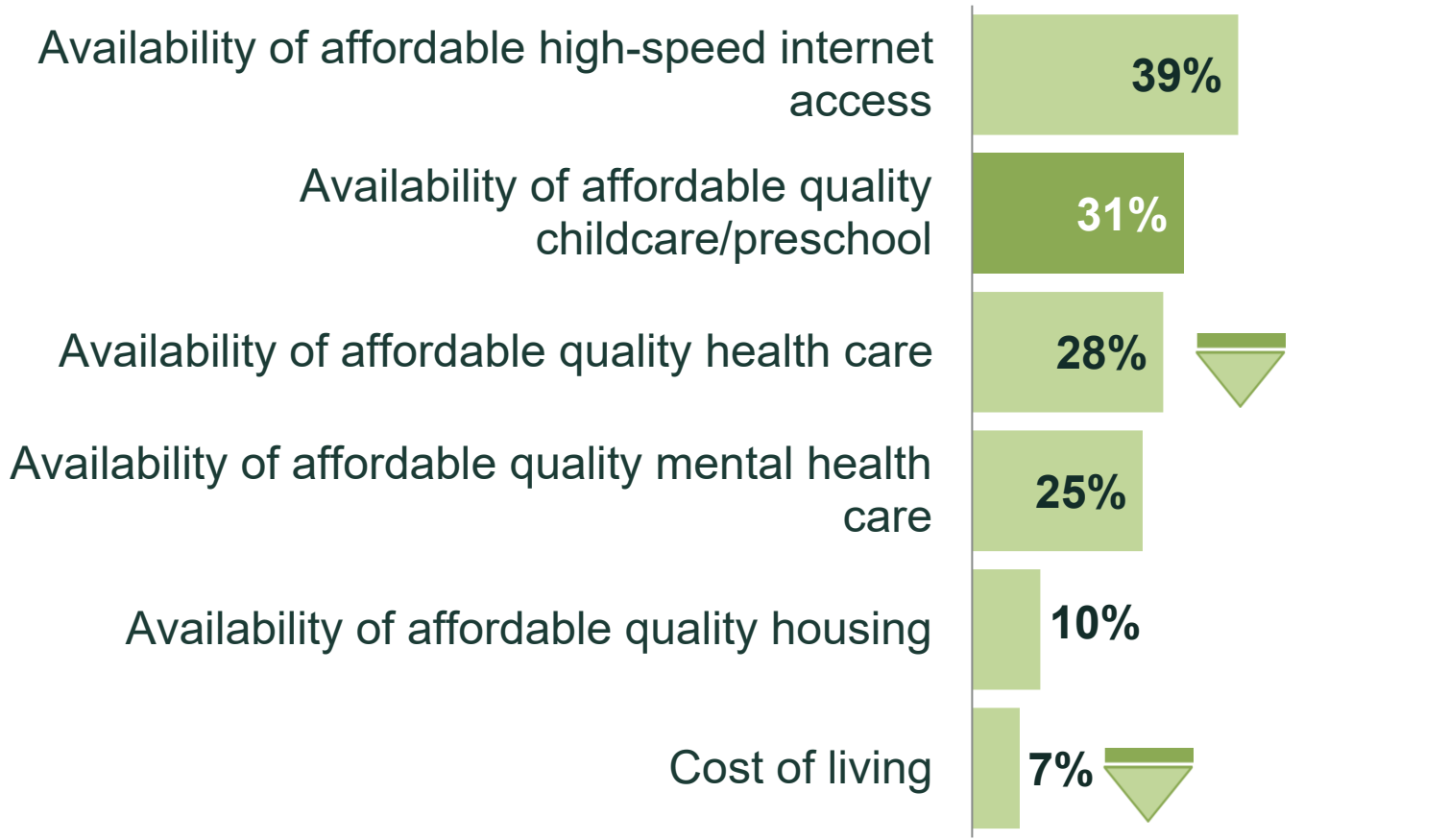
**Similar**

**Lower**

**Custom Benchmark**

Higher/Lower than

**Please rate each of the following in the South Lake Tahoe community:**




*Percent excellent or good*

# 5

**South Lake Tahoe's parks system is a standout strength.**



# Parks & Recreation in South Lake Tahoe

**National Benchmark**

**Higher**

**Similar**

**2026 vs 2024**:

Increasing/Decreasing

**Custom Benchmark**

Higher/Lower than

**Please rate each of the following in the South Lake Tahoe community:**



# Usage of and ratings for public transportation in South Lake Tahoe receive high marks.



# Usage of Public Transportation

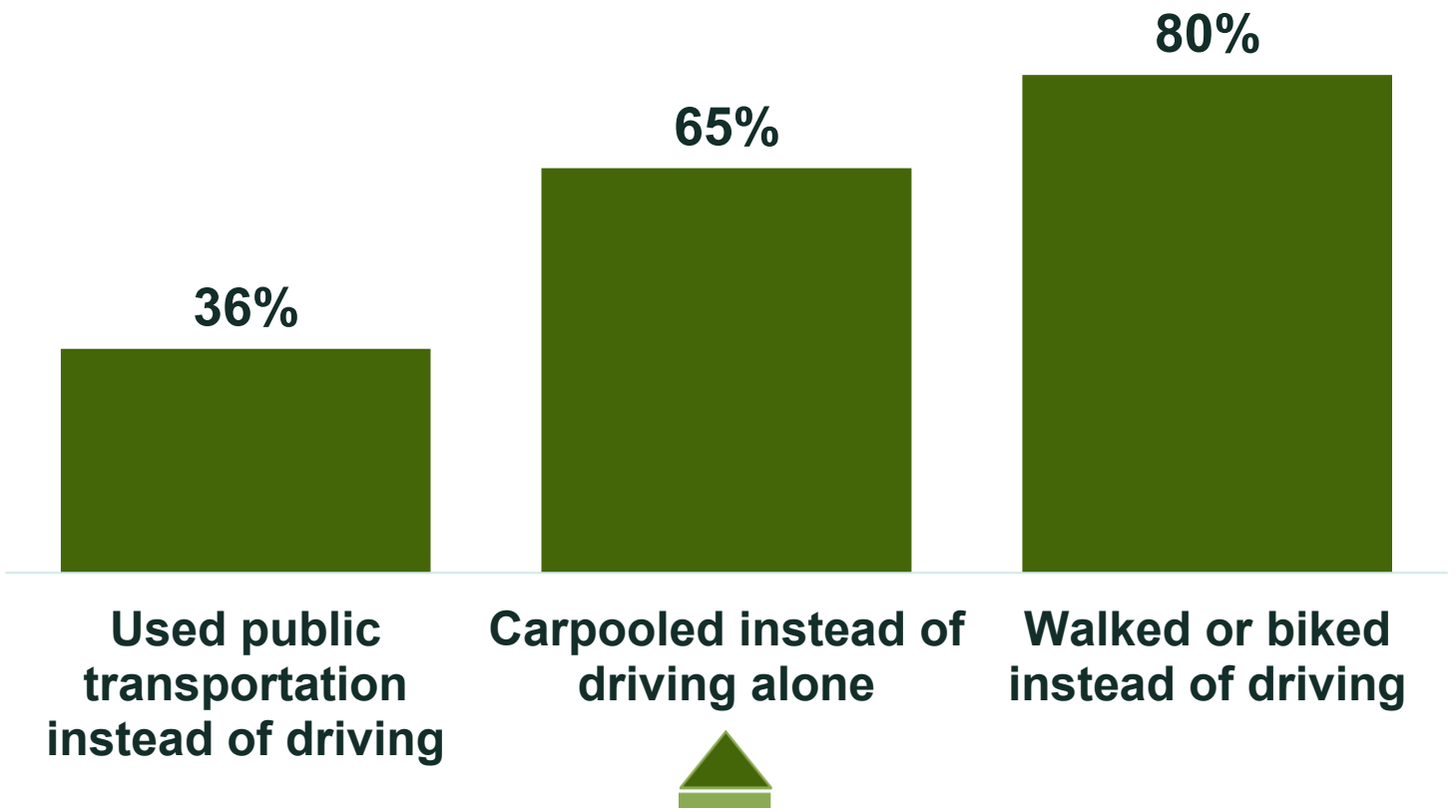
**National Benchmark**

**Higher**

**Custom Benchmark**

Higher/Lower than

**Please indicate whether or not you have done each of the following in the last 12 months.**



# Mobility in South Lake Tahoe

**National Benchmark**

**Higher**

**Similar**

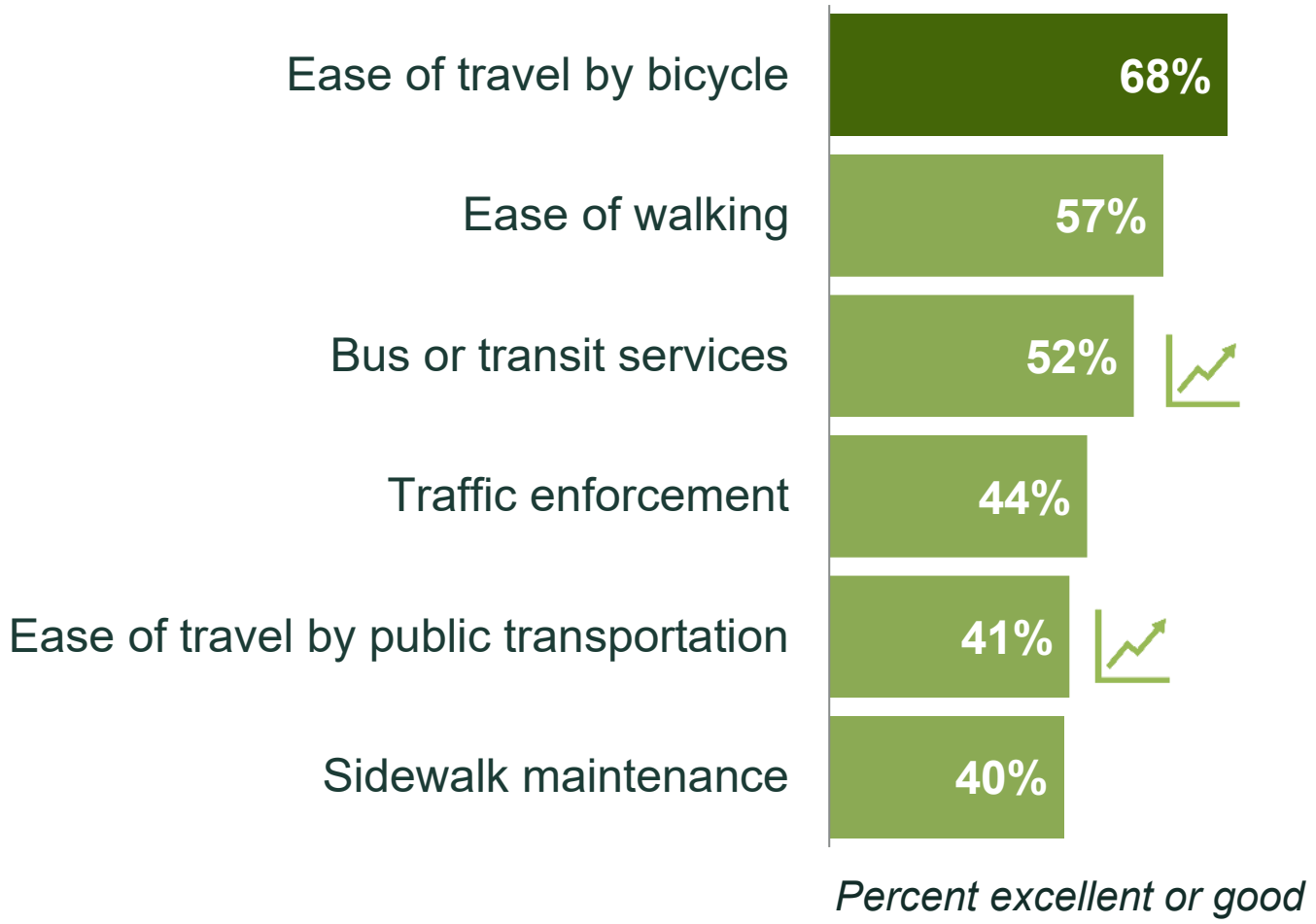
**2026 vs 2024**:

Increasing/Decreasing

**Custom Benchmark**

Higher/Lower than

**Please rate each of the following in the South Lake Tahoe community:**



# Additional Special Topics

**13. Do you identify as a person with a physical disability or other chronic condition?**

❍ No (skip to question #15) ❍ Yes (go to question #14)

**14. How much of a barrier, if at all, are each of the following for your access to parks or other City facilities in South Lake Tahoe?**

| | Major barrier | Moderate barrier | Minor barrier | Not a barrier | Don't know |
|---|---|---|---|---|---|
| Transportation to/from parks or City facilities | 1 | 2 | 3 | 4 | 5 |
| Lack of ADA-compliant parking options | 1 | 2 | 3 | 4 | 5 |
| Lack of ramps and accessible walkways | 1 | 2 | 3 | 4 | 5 |
| Narrow/inaccessible entrances | 1 | 2 | 3 | 4 | 5 |
| Lack of accessible restrooms | 1 | 2 | 3 | 4 | 5 |
| Inaccessible counter heights | 1 | 2 | 3 | 4 | 5 |
| Lack of proper signage | 1 | 2 | 3 | 4 | 5 |

**15. How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?**

| | Major barrier | Moderate barrier | Minor barrier | Not a barrier | Don't know |
|---|---|---|---|---|---|
| Lack of information | 1 | 2 | 3 | 4 | 5 |
| Language barriers/lack of translation services | 1 | 2 | 3 | 4 | 5 |
| Lack of accommodations for those with hearing or visual impairments | 1 | 2 | 3 | 4 | 5 |
| Schedule conflicts | 1 | 2 | 3 | 4 | 5 |
| Lack of childcare | 1 | 2 | 3 | 4 | 5 |

**16. Do you know who to contact if you need a service offered by the City, have a City-related concern or complaint, or need accommodation to access a City facility, service, or event?**

❍ No ❍ Yes

**17. Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.**

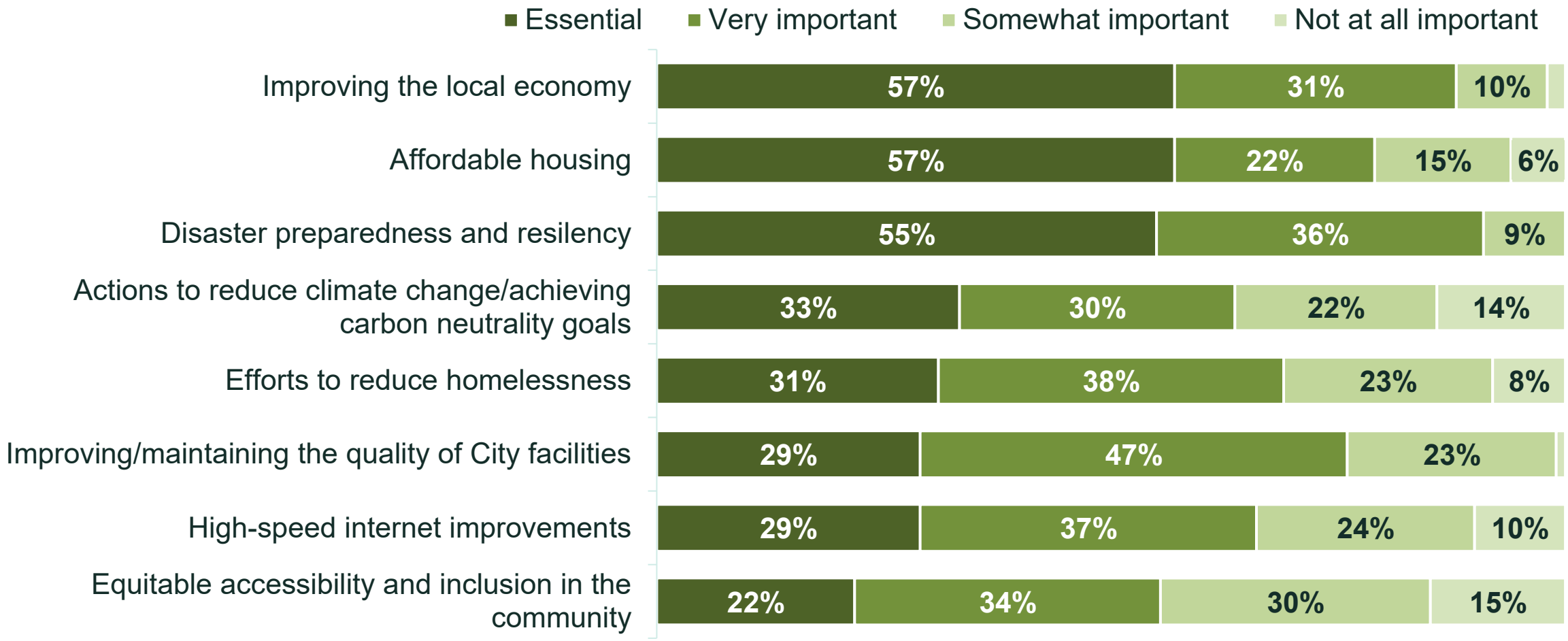
| | Essential | Very important | Somewhat important | Not at all important |
|---|---|---|---|---|
| Affordable housing | 1 | 2 | 3 | 4 |
| Efforts to reduce homelessness | 1 | 2 | 3 | 4 |
| Actions to reduce climate change/achieving carbon neutrality goals | 1 | 2 | 3 | 4 |
| Equitable accessibility and inclusion in the community | 1 | 2 | 3 | 4 |
| Disaster preparedness and resiliency | 1 | 2 | 3 | 4 |
| Improving/maintaining the quality of City facilities | 1 | 2 | 3 | 4 |
| High-speed internet improvements | 1 | 2 | 3 | 4 |
| Improving the local economy | 1 | 2 | 3 | 4 |

**18. Which of the of the following resources do you currently use to find information about South Lake Tahoe's services, news, and events? (Select all that apply.)**

❍ Visiting City offices
❍ City website (cityofslt.us)
❍ City e-newsletter
❍ Text notifications
❍ Direct emails from the City
❍ Direct mailings from the City
❍ Utility bill inserts
❍ Local newspapers or print media
❍ Online media publications
❍ Text notifications
❍ Facebook
❍ Instagram
❍ Twitter/X
❍ Nextdoor
❍ Other

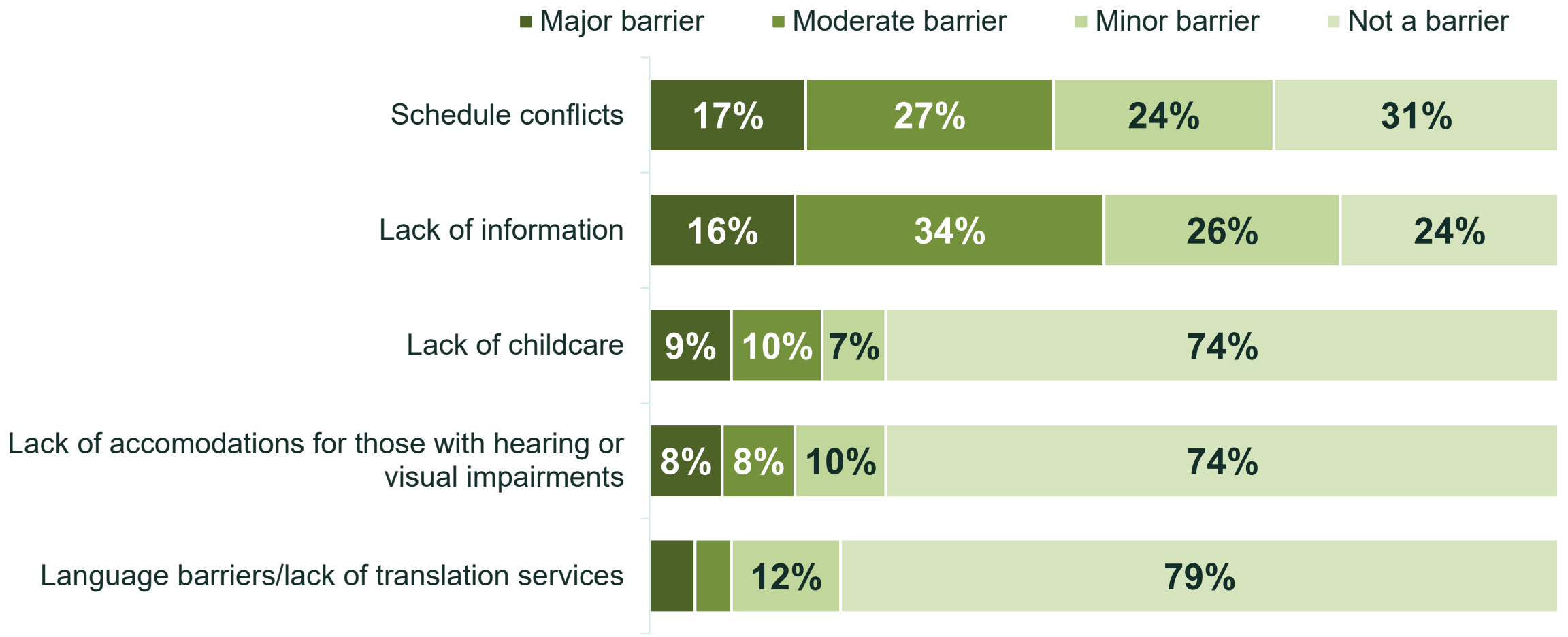
# Top Priorities

**Please rate how important, if at all, you think it is for the South Lake Tahoe community to focus on each of the following in the coming two years.**



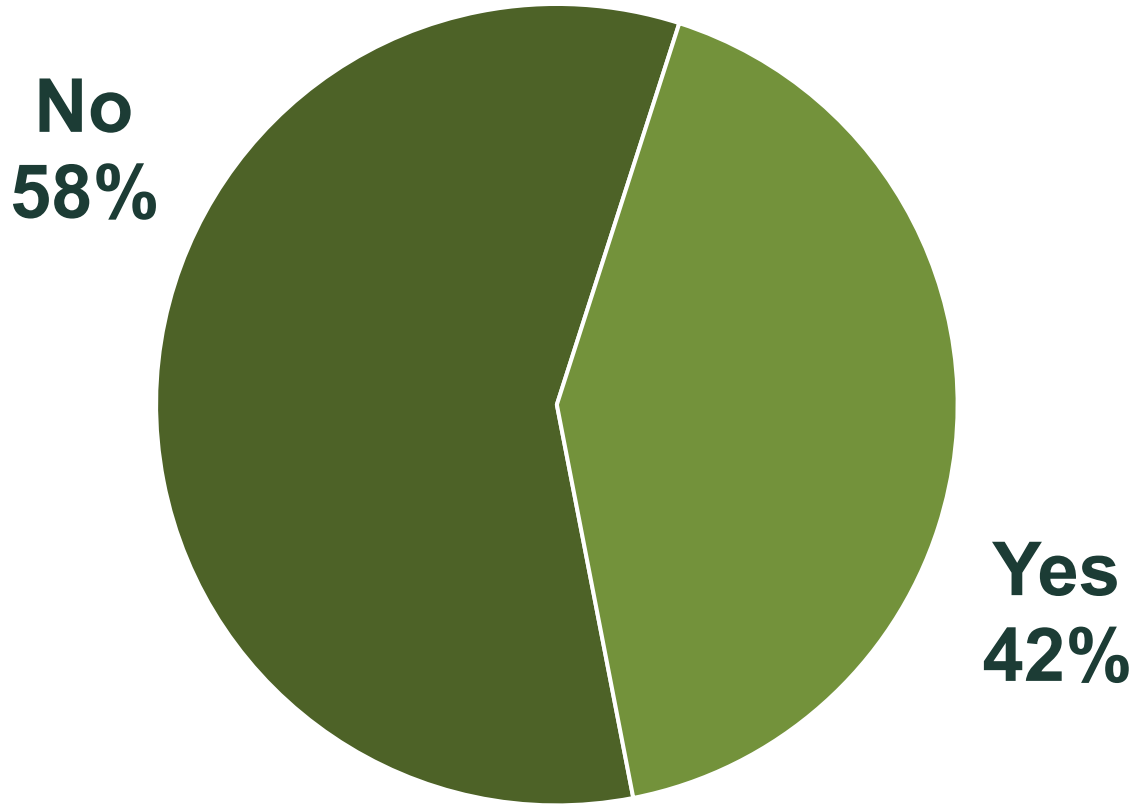
# Barriers to Participation

**How much of a barrier, if at all, are each of the following for your participation in City meetings, services, or events?**



# Communication with the City

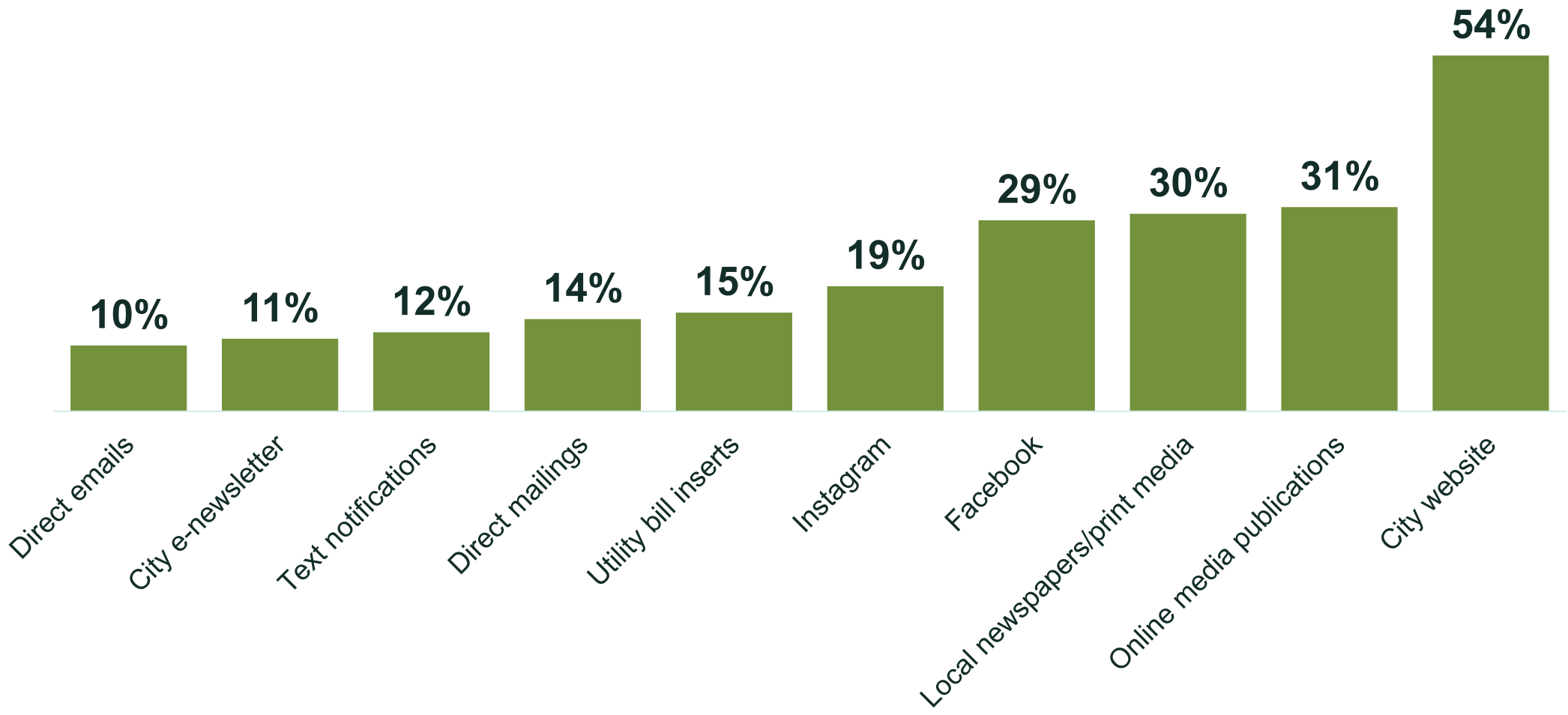
**Do you know who to contact if you need a service offered by the City, have a City-related concern or complaint, or need accommodation to access a City facility, service, or event?**



# Sources of Information

**Which of the following resources do you currently use to find information about South Lake Tahoe's services, news, and events? (Select all that apply).**

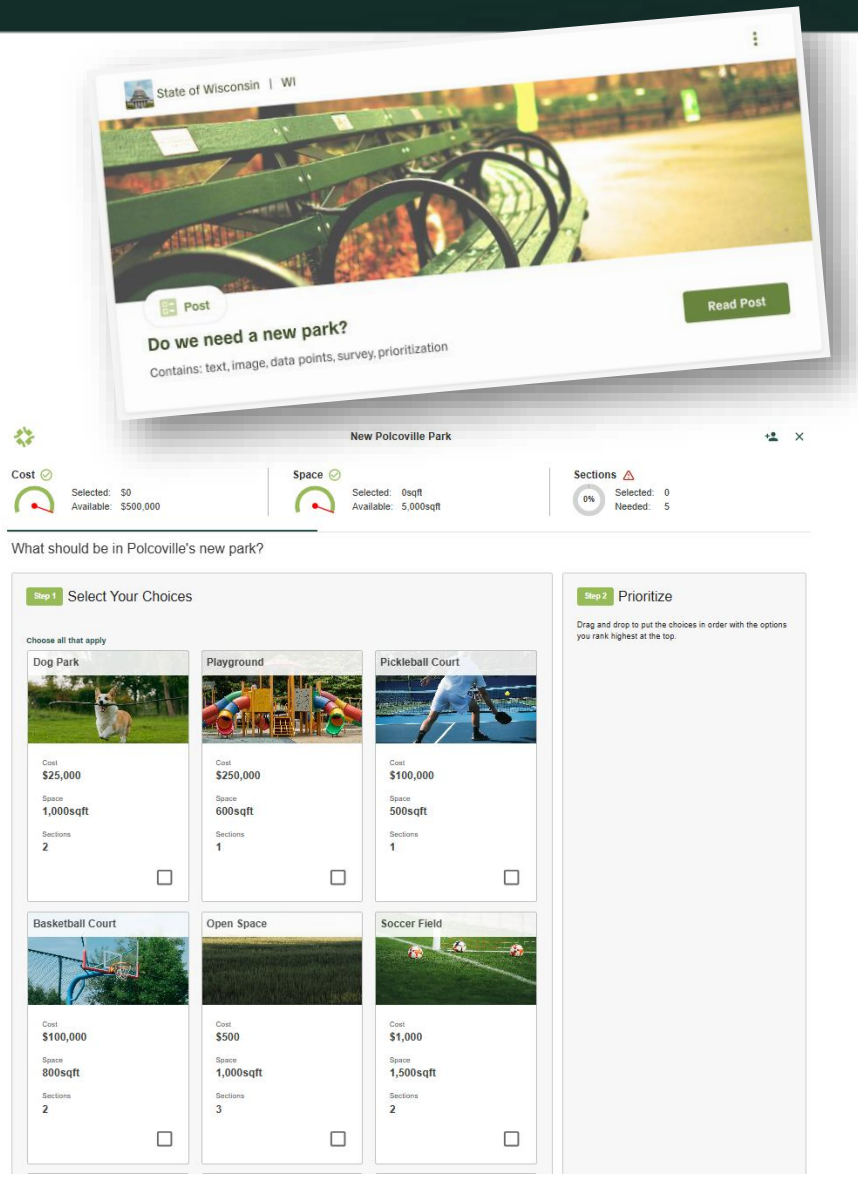
*(Sources with at least 10% shown)*



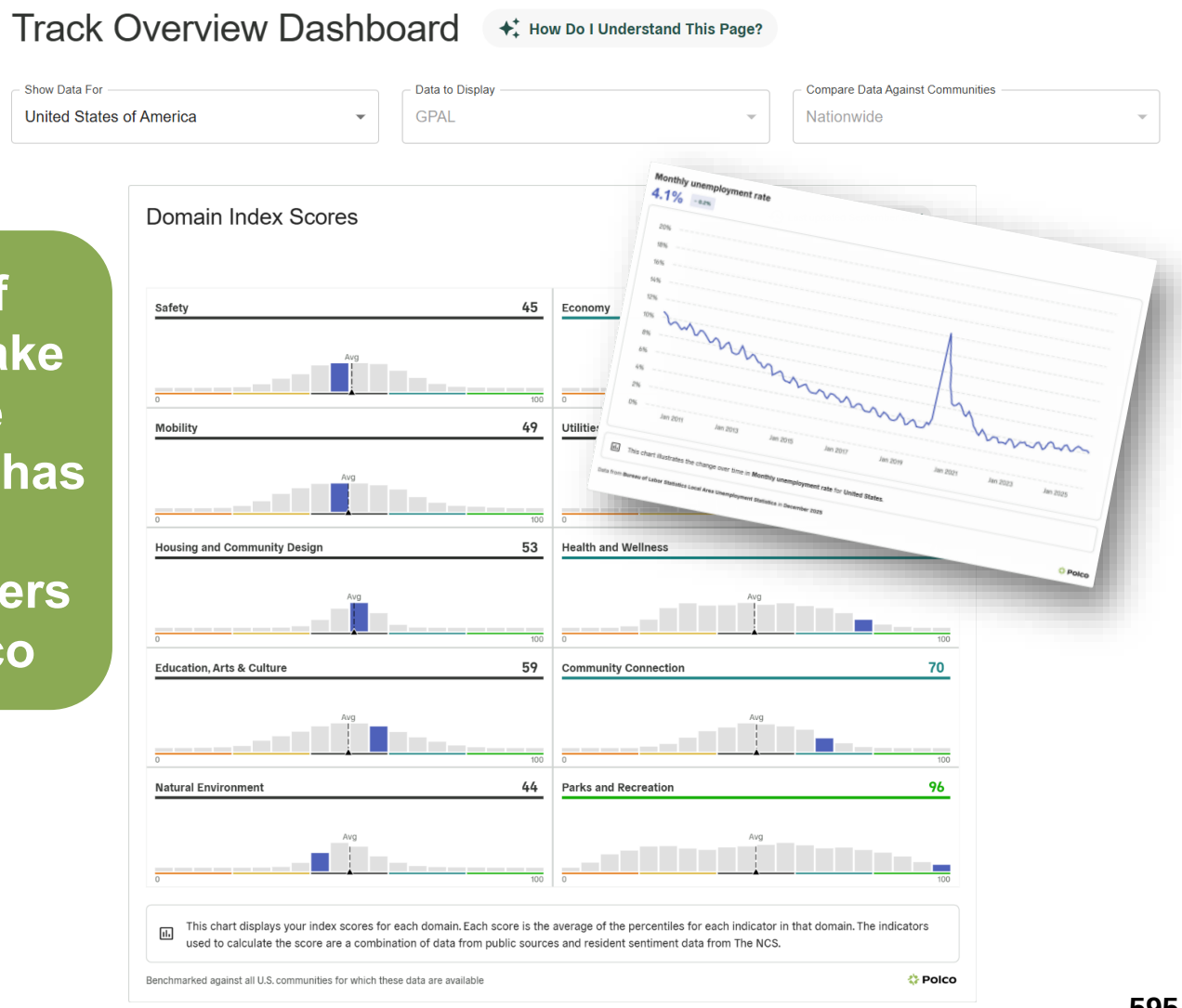
# Summary of Findings

- ✓ Residents experience a high quality of life in South Lake Tahoe.
- ✓ Several governance-related ratings scored lower than benchmark comparisons.
- ✓ Residents feel safe in South Lake Tahoe and appreciate the City's safety services.
- ✓ Residents report challenges with affordability and economic opportunities.
- ✓ South Lake Tahoe's parks system is a standout strength.
- ✓ Usage of, and ratings for, public transportation in South Lake Tahoe receive high marks.

# Next Steps: Continue to **Engage** Residents and **Track** Outcomes




**City of South Lake Tahoe currently has 400+ subscribers on Polco**



# Questions?

# Thank you!

Jason Neumeyer
Director of Survey Research
Polco/National Research Center
jason.neumeyer@polco.us

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager

**Meeting Date:** August 11, 2026
**Agenda Item #:**15

**Agenda Item:** Appeal of the Planning Commission decision approving File #DR25-007 (Tahoe Keys Marina Redevelopment Project), Granting Major Design Review, Special Use Permit, and a variance for a setback encroachment, and adoption of the project's IS/MND under CEQA

**Executive Summary:** On June 11, 2026, the City of South Lake Tahoe Planning Commission conducted a public hearing to consider the proposed Tahoe Keys Marina Redevelopment Project and associated Initial Study/Mitigated Negative Declaration (IS/MND). After receiving a presentation from staff and the applicant, the Planning Commission took public testimony and voted to approve the Project and adopt the IS/MND. On June 23, 2026, the City Clerk's office received a timely appeal of the Planning Commission's decision to approve the Tahoe Keys Marina Redevelopment Project from the Sierra Club Tahoe Area Group (SCTAG) represented by its Vice Chair, Tobie Tyler, and Tahoe Sierra Clean Air Coalition (TSCAC), dba TahoeCleanAir.org, represented by its President, Douglas Flaherty. The Appellants stated that the Planning Commission approval is not supported by substantial evidence, fails to proceed in the manner required by law under CEQA, and is inconsistent with applicable TRPA requirements, and requested the City to prepare an EIR.

**Requested Action / Suggested Motions:** Pass a Resolution denying the Appeal of the Planning Commission Decision Approving File #Dr25-007 (Tahoe Keys Marina Redevelopment Project), Granting Major Design Review, Special Use Permit, and a Variance for a Setback Encroachment, and Adoption of the Project's IS/MND Under CEQA

**Responsible Staff Member:** John Hitchcock, Planning Manager

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

02 - PC Staff Report.pdf
03 - PC Resolution 2026-010.pdf
04 - Appeal Tahoe Keys Mariana Redelopment Special Use Permits.pdf
05 - TKM Cover Letter re Appeal and Response.pdf
06 - Notice of Appeal Emailed July 6 2026 to SCTAG.pdf
07 - Public Appeal Hearing - Tahoe Keys Redevelopment.pdf
08 - Final ISMND TKM Red Project with Responses.pdf
09 -TKM Red Scenic Analysis.pdf
01-Staff_Report_TKM_Appeal.docx
10-Resolution_Denying_Appeal_and_Upholding_Planning_Commission_Decision__TKM_Appeal_.docx
11-Appeal Procedures - Tahoe Keys Marina Redevelopment Project.docx

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

**Meeting Date:** August 11, 2026

**Title:** Appeal of the Planning Commission decision approving File #DR25-007 (Tahoe Keys Marina Redevelopment Project), Granting Major Design Review, Special Use Permit, and a variance for a setback encroachment, and adoption of the Project's IS/MND under CEQA

**Location:** 2435 Venice Drive

**Responsible Staff Members:** John Hitchcock, Planning Manager

## BACKGROUND

The City of South Lake Tahoe Planning Division received an application from the Tahoe Keys SMI DE LLC ("TKSMI") for a proposed project to redevelop and modernize the Tahoe Keys Marina upland facilities. The Project required Planning Commission approval of a design review permit, a special use permit, and the granting of a variance for an encroachment into the required setback.

The Project is the redevelopment of the Tahoe Keys Marina ("TKM") in order to revitalize the TKM landside facilities and operations. The Project would involve the demolition of three (3) existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, three (3) units of workforce housing (to replace the three [3] existing employee units that would be demolished as part of the Project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated. The Project includes work in the Tahoe Keys Lagoon replacing the existing bulkhead that borders the lagoon would be replaced under a separate TRPA permit. City permitting for the bulkhead would be limited to the issuance of a building permit, which is ministerial action pursuant to CEQA Section 15268(b)(1). A significant element of the Project is bringing the site into compliance with water quality best management practices ("BMPs") and assisting in controlling aquatic invasive species ("AIS").

This Project is not a qualifying project in the City/TRPA MOU and thus requires a separate approval from the Tahoe Regional Planning Agency for the proposed upland improvements and bulkhead replacement.

In accordance with the CEQA Guidelines Section 15070, an Initial Study (IS) was prepared for the proposed Project in compliance with CEQA. On April 4, 2026, the Notice of Intent, Notice of Availability, Notice of Completion, and the Initial Study/Mitigated Negative Declaration (IS/MND) were posted with the Office of Land Use and Climate Innovation and circulated to State agencies for public review.

Due to a typographical error in the conclusion of the public review period, the City reinitiated the public review period of the Initial Study/Mitigated Negative Declaration and published a revised Notice of Availability and Notice of Intent on May 1, 2026, with a public review period ending June 1, 2026 at 5:00 p.m.. All comments previously submitted to the City on the IS/MND were accepted.

On June 11, 2026, the City of South Lake Tahoe Planning Commission conducted a public hearing to consider the proposed Project and the IS/MND. After receiving a presentation from staff and the applicant, the Planning Commission took public testimony and voted to approve the Project and adopt the IS/MND with a special condition that the applicant redesign the parking lot to add at least 15 additional parking spaces, but no fewer than 10 spaces (see Attachment 02, Staff Report, and Attachment 03, Planning Commission Resolution 2026-010)

## ISSUE AND DISCUSSION

### PROJECT REVIEW

*Site Description:* The Project area, defined as the area where demolition would occur and planned improvements would be constructed, is located at 2435 Venice Drive East in the City of South Lake Tahoe, El Dorado County, California. The Project area encompasses approximately 16.5 acres comprised primarily of three (3) parcels owned by TKSMI (APNs 022-210-032, 022-210-040, and 022-210-041), portions of the Tahoe Keys lagoon, and City right-of-way ("ROW"), including Venice Drive East and Tahoe Keys Boulevard ROW from Venice Drive East to Michael Drive. The Project area also includes a small segment of Tahoe Keys Beach and Harbor Association ("TKBHA") property (APN 022-210-042) for landscape improvements; however, the parcel would remain under TKBHA ownership.

The site is highly disturbed and is developed with the Tahoe Keys Marina and accessory facilities (e.g., parking lot, boat ramps, various administrative and retail buildings) and uses. The Project area was originally developed with 2 buildings by 1969. Subsequently, the artificial lagoon was expanded inland, providing TKM with more shoreline for marina development. By 1974, the Project area consisted of 3 buildings roughly within the footprint of the existing onsite buildings, as well as a marina developed within the now-expanded artificial lagoon. The southwestern portion of the Project area remained undeveloped and largely unused prior to 1992.

**Project Location and Project Area Map**




*Land Uses*: The proposed use is defined in Chapter 21 of the TRPA Code of Ordinance as a marina, which is an establishment providing water-oriented services, such as: yachting and rowing clubs; boat rentals; storage and launching facilities; sport fishing activities, excursion boat and sightseeing facilities; and other related marina activities, including but not limited to fuel sales and boat and engine repair. Outdoor storage is included as part of the use. Marinas are an allowed use within Plan Area Statement 102 – Tahoe Keys.

*Flood Zone*: According to FEMA Flood Insurance Rate Map 06017C0367F, dated April 3, 2012, the project site is located within Zone X, areas determined to be outside of the 100-year floodplain and regulatory floodway with a 0.2% annual chance of flooding. Moreover, all of the Tahoe Keys subdivision, with the exception of the lagoon, has been designated as man-modified by TRPA with an assigned Land Capability of Class 6.

*Building Design and Site Design*: The Project is designed to minimize visual mass and incorporate architectural features that create visual interest and articulation, reflecting a mountain architectural aesthetic. The Project incorporates shed and open gabled roofs, balconies and overhangs, and deep recesses to create shadow effects and an

articulated façade. For Buildings A through D and the Boat Showroom, where marina services are provided to the public, the projects incorporate fenestration/glazing at the pedestrian level and the second-story walkways to engage and activate the property. The Project includes a landscaped drop-off plaza and a large pedestrian plaza to accommodate pedestrian circulation throughout the Marina property.

The Water Tank and Boat Storage building is also designed in the same manner as the other buildings on the property. It includes a 5:12 roof pitch, and the façade facing Venice Drive East is articulated with a recessed façade in differing colors. Due to the building's function as a boat storage facility and water storage, glazing is limited and is incorporated on the façade facing Venice Drive East.

The Trash Facility/Public Restroom building is also developed with the same color and materials palette and features a roll-up door. The roll-up door appears to be a light white/gray color that is inconsistent with the Munsell Color Chart. The City Permit has been conditioned to require the replacement of the proposed color with a darker-hued earthtone color for the roll-up garage door.

*Colors and Materials*: All proposed buildings use the same color and material palette. This includes fiber-cement vertical and horizontal cladding that mimics cedar, spruce, and natural bark. Natural stone veneer with rough split-face texture, and board-formed cast-in-place concrete with wood grain texture. All the materials and colors are earth-toned and are consistent with the TRPA Munsell Color Chart.

*Roof Pitch*: Seven (7) new buildings are proposed on the project site. Buildings A through D are the commercial and retail spaces located towards the northern portion of the property. The other three (3) buildings are the Boat Showroom and the Trash Facility/Public Restroom located in the central portion of the property, and the Water Tank and Boat Storage building located in the southerly portion of the parcel.

To meet the City standard roof pitch requirement, all buildings have a majority roof pitch of 5:12. Although some buildings do have flat roof areas or pitches less than 5:12 (Buildings A through D and Trash Facility/Public Restroom), they are generally not visible from the public street.

As proposed, the Project is consistent with the City's minimum roof-pitch standard.

*Height*: The proposed Project proposes the following heights:

| Buildings | Proposed | Maximum Allowed per Roof Pitch and Site Slope |
|---|---|---|
| A, B, C, D | 34’-5" | 30’-6" |
| Boat Showroom | 34’-5 ½” | 30’-6" |
| Water Tank/Boat Storage | 42’-0" | 31’-1" |
| Trash Facility/Public Restroom | 24’-¾" | 30’-6" |

The City does not have its own height standards and defers to Chapter 37 of the TRPA Code of Ordinances. Table 37.4.1-1: Maximum Heights for Buildings establishes allowed heights based on the proposed roof pitch and cross-slope across the building footprint. At the time that the Planning Commission considered the proposed Project, all the proposed buildings, with the exception of the Trash Facility/Public Restroom, exceeded the allowed maximum height.

On June 24, 2026, the TRPA Governing Board amended Chapter 37 of the TRPA Code of Ordinances to allow additional height for specified marina uses and buildings. As a result of the amendment, the proposed heights for all structures now comply with TRPA height maximums.

*Landscaping*: The plan submittal included a proposed landscaping plan that includes the use of native vegetation, including Birch, Aspens, Incense Cedars, and Jeffrey Pine. Shrubs include Serviceberry, Sagebrush, Willow, and Spirea. Turf is limited to 4660 square feet, approximately 4.5 percent of the overall landscape area. The proposed planting is consistent with TRPA and City standards, which primarily require the use of native vegetation suitable to the Tahoe environment.

Landscaping is also proposed along Venice Drive East and within landscape islands within the parking lot to minimize the overall impact of the large expanse of asphalt when viewed from the roadway.

The landscaping plan, as proposed, is consistent with the City landscaping standards.

*Pedestrian Circulation*: The proposed Project includes a large plaza for pedestrian congregation, connected to pedestrian walks/paths that provide access to the marina's administrative and commercial facilities, including the boat docks, a boat launching facility, the Boat Showroom, and the promenade park.

*Views*: The proposed Project is located in an area that potentially may impact existing viewsheds. However, it should be noted that the existing viewsheds within the vicinity of the project area are not designated TRPA Scenic Resources. The applicant submitted a report titled Scenic Quality Evaluation of Tahoe Keys Marina Development dated December 10, 2025, by Hauge Brueck Associates, analyzing the potential effects of the Project on designated TRPA scenic resources.

The analysis concluded that the proposed Project is not visible from any scenic roadway units or individual roadway scenic resources, and therefore, the scenic standard for roadways does not apply. In addition, the Project is not visible from any TRPA-designated public recreation area or bicycle trail identified in the 1993 Lake Tahoe Basin Scenic Resource Evaluation.

The analysis evaluated the Project from TRPA's Shoreline Scenic Unit #1 and Unit #33. The project area is located approximately 0.3 miles south of Shoreline Unit 1, which is currently in attainment based on the threshold standards established in the 1982 Lake

Tahoe Basin Scenic Resource Inventory. The project area is not visible from the shoreline unit, and the proposed redevelopment would not cause the Project to be visible from the shoreline due to the presence of intervening development and vegetation. Therefore, the Project would have a less-than-significant impact on the attainment status of a Scenic Shoreline Unit. Shoreline Unit #33 offers views of the shoreline, distinct vegetation, and Cove East. Shoreline Unit #33 is also currently in attainment. The analysis concluded the northeastern portion of TKM is partially visible; however, from this viewpoint, the existing structures are located behind existing vegetation and below the tree canopy. As such, the scenic impacts on Shoreline Unit #33 and individual scenic resource viewpoints would be less than significant and would not affect the threshold numerical ratings assigned to the scenic resources.

The analysis also evaluates the effect of the proposed Project on non-threshold scenic vistas (e.g., ridgelines and meadow views). The analysis concluded that the new Water Tank/Boat Storage building would block some ridgeline views along Venice Drive East (west view); however, the blockage is temporary and limited to pedestrians/bikes and vehicles traveling on Venice Drive East, and views to the ridgeline would be unchanged for the majority of Venice Drive East. Moreover, removing existing visual clutter, including boat storage and repair located at the southern end of the property, would improve the visual condition.

Scenic views from Cove East were also analyzed. The report concluded that improvements to the marina by replacing older, disrepair infrastructure would result in a substantial improvement in this viewshed, but would introduce additional view blockage of distant ridgelines. Thus, the analysis recommends mitigation measures to select vegetation screening that will not increase the ridgeline view block. The City Permit will be conditioned to require a revision to the landscaping plans to select trees and shrub species that will not result in ridgeline view blockage, but still provide adequate screening of the onsite parking lot.

Views from the adjacent residential condominiums were also analyzed. The report concluded that improved site planning, architectural elements, and the overall architectural aesthetic would be an improvement over the existing view of unscreened outdoor boat storage and equipment and aging infrastructure.

*Snow Storage*: The proposed Project is to use a snow-melting system in the main pedestrian plaza and walkways and pathways around buildings A through D.

The plan submittal indicates approximately 103,740 square feet of landscaped areas within the project site that may be used for snow storage. However, a snow storage plan was not included in the plan submittal, and the City permit has been conditioned to require the applicant to submit a snow storage plan with the building permit application.

*Parking*: The City Code requires one (1) space per employee and one (1) space per three (3) moorings or slips. However, the parking rate for other non-accessory uses are

excluded from the standard marina parking rate; thus, the applicant has provided a parking analysis for the proposed parking count.

The parking analysis, titled Technical Memorandum, dated March 30, 2026, was prepared by LSC Transportation Consultants, Inc., and analyzed parking demand using the Institute of Transportation Engineers Parking Generation Manual and the City Parking Demand Ratio. After applying reductions for differences in peak uses and non-auto modes, the study concluded that the resulting peak demand for the proposed Project is 369 spaces (before applying shared parking). After applying shared parking, meaning a space that two different uses may use, but at different times of the day, the parking demand is 291 spaces, which would occur midday (from 2:00 p.m. to 3:00 p.m., when almost all uses are at peak occupancy).

The Project proposes a total of 251 parking spaces, which is a shortfall of 40.

As a result, the City Permit was conditioned to require TKM to implement an employee parking program to encourage increased non-auto access, provide carpool-matching resources, and implement a limited employee parking allowance for charter businesses. The employee parking program shall be submitted to the Planning Department for review and approval.

In addition to the permit condition listed above, the Planning Commission included an additional condition as part of the project approval requiring the applicant to redesign the parking lot to include “at least 15, but no fewer than 10” additional parking spaces, Staff believe that the intent of this condition was actually to require at least 15 parking spaces; accordingly the condition has been revised to require at least 15 parking spaces in the proposed Council resolution. Inclusion of this additional condition of approval results in a total of at least 266 parking spaces.

*Exterior Lighting*: The Project proposes new exterior lighting. The proposed plan submission indicates that all exterior lighting will be directed downward and fully shielded. The City Permit will still require the applicant to submit exterior lighting specifications when submitting an application for a building permit.

*Fences and Walls*: No fence or wall is proposed with the Project.

*Best Management Practices*: The BMP plan submittal indicates that the site will generate 26,891 cubic feet of runoff from roof areas and hardscape. The proposed plans include treatment in a series of bioretention basins and channels, an underground tank, and an infiltration gallery system that can accommodate 41,910 cubic feet of volume. The BMP plan submittal provided to the City demonstrates that the BMPs adequately treat onsite runoff for a 1-hour, 20-year storm event and do not intercept existing groundwater.

A Groundwater Monitoring Report prepared by Reno Tahoe Geo Associates, Inc., dated February 19, 2026, predicts the shallowest depth of groundwater elevation in the project area to be between 1.83 feet and 3.94 feet, providing adequate space to accommodate the infiltration galleries and still provide 12 inches between the bottom of the galleries and the water table.

*Land Coverage*: Land coverage limitations will be reviewed and approved under the separate TRPA review and approval.

*Driveways*: The Project proposes to install driveways to access the site. One service driveway is located towards the southwest portion of the site, and the main driveway provides public access to the marina in the northern portion of the project site. The main driveway is 55 feet wide with a 16-foot-wide landscape island separating the ingress and egress lanes, which are 21 feet wide. The driveway meets City driveway standards for a one-way driveway, which require a minimum width of 10 feet.

The service driveway is a two-way driveway that primarily serves the boat storage building and the boat showroom. The driveway width is 43 feet at the property line, exceeding the City standard of 30 feet. The increased width is needed to accommodate trailers hauling oversize loads onto and off of the site. Thus, an alternative to the City's driveway standard is warranted, and staff recommends that the Planning Commission make the appropriate findings provided below in this staff report.

*Variances*: The proposed Project will require a variance from the City standard for an encroachment of the Trash Facility/Public Restroom building to be constructed at the property line.

The Project proposes to construct a trash facility and public restroom at the property line at the end of the cul-de-sac, across from the public entrance to the Cove East trail and the beach access. The facility will provide South Tahoe Refuse with direct access to the trash facility from Venice Drive East. It will also provide Cove East users with direct access to the public restrooms. Currently, there are no public restrooms available at the Cove East public recreation site. Granting a variance is warranted, as South Tahoe Refuse would have direct access to the trash facility without having to use the onsite internal driveway, thereby avoiding potential pedestrian/vehicle/user conflicts.

APPEAL

On June 23, 2026, the City Clerk's office received a timely appeal of the Planning Commission's decision to approve the Tahoe Keys Marina Redevelopment Project from the Sierra Club Tahoe Area Group (SCTAG) represented by its Vice Chair, Tobie Tyler, and Tahoe Sierra Clean Air Coalition (TSCAC), dba TahoeCleanAir.org, represented by its President, Douglas Flaherty (see Attachment 04, City of South Lake Tahoe Appeal Form).

The Appellants stated that the Planning Commission approval is not supported by substantial evidence, fails to proceed in the manner required by law under CEQA, and is inconsistent with applicable TRPA requirements. The Appellants assert that a full EIR/EIS is required on the following basis.

1. **Wildfire Evacuation, Public Safety, and Transportation Impacts**.(IS/MND §§4.17 Transportation and 4.20.3(a) Wildfire): The IS/MND contains no adequate evacuation demand analysis, throughput modeling, emergency traffic simulation, roadway clearance times, or cumulative evacuation assessment for a Basin with documented severe bottlenecks. The Project's expansion (additional slips, visitor serving uses, increased boat storage) exacerbates life-safety risks. This fails CEQA's fair argument standard and the Tahoe Regional Planning Compact's mandates for public health and safety protection. (See TSCAC June 10 letter, Sections on Public Health/Safety and Evacuation; Bonta v. County of Lake (2024) 105 Cal.App.5$^{th}$ 1222.)

2. **Hydrology, Water Quality, and Aquatic Resources** (IS/MND §§4.10 and 4.4): The IS/MND lacks sufficient site-specific hydrogeologic data, groundwater analysis, infiltration testing, and evaluation of stormwater performance in high water-table conditions with direct connectivity to the Tahoe Keys lagoons and Lake Tahoe. It also inadequately addresses aquatic invasive species (AIS) transport risks from in-water work and increased operations. Mitigation is vague, deferred, and unenforceable. The Project is inconsistent with Lake Tahoe's Tier 3 Outstanding National Resource Water (ONRW) antidegradation requirements, TRPA thresholds, the Total Maximum Daily Load (TMDL), and CEQA Appendix G. (See both letters for detailed analysis and precedents such as *Sundstrom v. County of Mendocino.)*

3. **Hazardous Materials and Cumulative Impacts:** Reliance on a 2021 Phase I ESA without Phase II sampling, combined with reactive mitigation (HAZ-1 ), is insufficient for a site with historic fueling operations and known contaminants. Cumulative impacts analysis is impermissibly narrow and fails to address basin-wide AIS, water clarity, recreation capacity, and South Shore redevelopment. (See Sierra Club letter citing *Communities for a Better Environment v. City of Richmond* and related cases.)

4. **Scenic, Visual, and Other Resources:** The 42-foot boat storage building and shoreline alterations lack adequate visual simulations and cumulative scenic assessment required for TRPA Chapter 66 compliance. (See Sierra Club letter.)

5. **Piecemealing, Alternatives, and TRPA Coordination:** The review improperly segments upland and water-dependent elements requiring TRPA approvals/amendments. A full range of alternatives (including reduced intensity and restoration-focused options) was not evaluated. A coordinated EIR/EIS review is required. (See both letters citing CEQA anti-piecemealing principles and precedents such as *Laurel Heights* and *Vineyard Area Citizens.)*

The appeal submitted by the Appellants reiterates the comments received by the City during the public review period for the IS/MND and which were responded to in the Final IS/MND. Those responses are provided for reference:

1. The comments reiterate wildfire evacuation, public safety, and transportation concerns addressed in the responses to comments included in the Final IS/MND. Refer to Comments and Responses to O3-6, O3-9, and O3-11 of the Final IS/MND, as well as responses to Section III of the June 10, 2026 letter from TSCAC.

   As noted in Section 4.9 of the IS/MND, the Project area is located within a mix of locally-designated Moderate, High, and Very High Fire Hazard Severity Zones (FHSZs), trending higher in terms of risk from west to east (CAL FIRE 2025). As noted on page 81 of the Draft IS/MND (as amended through responses to comments), evacuation routes in the vicinity of the Project are SR 89 and US 50, and the Project area does not extend or include either roadway. As such, the Project would not modify existing evacuation routes. Tahoe Keys Boulevard is an existing evacuation route and would remain accessible during both construction (with traffic control and coordination with SLT Fire Rescue and Public Works) and operation. The Project would participate in the CodeRED notification system, an evacuation map has been adopted for the Tahoe Keys area, and continued implementation of the City's evacuation plan was considered as part of baseline conditions during preparation of the IS/MND.

   The Project is required to meet the 2022[1] California Fire Code (CCR Title 24, Part 9), which establishes regulations to safeguard against the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises. The Fire Code also establishes requirements intended to provide safety for and assistance to firefighters and emergency responders during emergency operations. The provisions of the Fire Code apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure throughout California. Chapter 33 (Fire Safety During Construction and Demolition) of the California Fire Code outlines general fire safety precautions to maintain required levels of fire protection, limit fire spread, establish the appropriate operation of equipment and promote prompt response to fire emergencies. The Fire Code includes regulations regarding fire-resistance-rated construction, fire protection systems such as alarm and sprinkler systems, fire services features such as fire apparatus access roads, means of egress, and fire safety during construction and demolition. The Project complies with current fire

[1] Note that this a non-substantive error in the response to comments in the IS/MND – in accordance with state law (Health and Safety Code section 18938.5), the project will need to meet the version of the California Building Standards Code (Title 24, California Code of Regulations) in effect at the time of submission for building permit. This means the project will require compliance with the 2025 California Fire Code, not the 2022 version. The 2025 California Fire Code has measures ***at least*** as protective as the 2022 California Fire Code with regards to the issues identified in the response.

and building codes, and includes ignition-resistant construction, fire sprinklers, adequate hydrant flows, emergency/fire apparatus access, defensible space, and TRPA native vegetation requirements. The Project includes water storage tanks (up to 500,000 gallons) for fire flow and proposes to underground electrical lines, reducing ignition risk.

The site is flat and already fully developed, and is surrounded by water along the shoreline of Lake Tahoe. In addition, the project would reduce on-site parking from 325 to 251 spaces[2] , which would reduce the number of vehicles capable of being present within the project area. If some employees and visitors were to not shelter in place due to the shoreline location due to an emergency event, such as a wildfire, the number of vehicles that may attempt to exit the project area at any given time (including during an evacuation event) would be equivalent to or less than under existing conditions, and as a result, the project would not exacerbate evacuation timing or vehicle delays along evacuation routes in the area. Refer to page 7 of Appendix D of the Draft IS/MND, which states that AM peak hour trips would remain the same and that PM peak hour trips would decrease by 37. With respect to the additional boat slips, the project would not increase the number of in-water boat slips, contrary to assertions made by the commenter in this and prior comment letters. As explained in the Final IS/MND, the IS/MND, and the Transportation Study prepared for the project (Appendix D), no change in operational intensity of the marina is anticipated.

Further, TSCAC asserts that the IS/MND is required to prepare a quantitative evacuation analysis citing *Bonta v. County of Lake* (2024) 105 Cal.Ap.5th 1222. Refer to Response to Comment 03-6. The *People ex rel. Bonta v. County of Lake* (2024) 105 Cal.App.5th 1222 is distinguishable from the Project on several grounds. The Guenoc Valley EIR (not an IS/MND, as inaccurately claimed by the appellants) was found deficient for several reasons, including its wildfire analysis. That EIR evaluated the development of a 16,000-acre largely undeveloped site with a mixed-use community that would generate approximately 6,500 new daily vehicle trips and more than 4,000 new residents. Portions of the Guenoc Valley site had also experienced wildfire events three times since 2010. In contrast, the Project is a 16.5-acre commercial redevelopment project on a site that is already fully developed and has never burned with anticipated levels of use similar to existing conditions. Thus, a CEQA evaluation of a large, mixed-use project on an undeveloped site that has repeatedly burned in recent history is not comparable. Based on the evidence provided in Section 4.20 of the Draft IS/MND and taking into account the evidence presented above regarding the number of people/vehicles onsite at any given time being equivalent to or less than existing conditions under the Project, the Project would not increase wildfire-related impacts as a result of its implementation. Section 4.9.4 analyzes the Project's impact on evacuation routes and onsite ignition risks. Therefore, the wildfire risk analysis presented in the IS/MND is considered appropriate and valid and does not require amendment.

[2] This would be 266 parking spaces with the added condition of approval requiring an increase of 15 parking spaces.

With respect to the TRPA Bi-State Compact, the comment refers to the initial declarations of the need to maintain public health values. However, contrary to this statement, the project was considered consistent with the TRPA Bi-State Compact and all applicable regulations when the TRPA Governing Board approved the project on June 24, 2026. The Project would provide a modernized facility that meets current Building Code requirements, including those related to fire safety, and would increase water storage for use in responding to fire events in the area, should the need arise. Additionally, the Project includes space for onsite fire response services.

2. The comment reiterates prior comments provided on the IS/MND related to technical data and detailed design calculations not being presented in the IS/MND. Responses to this comment were provided in the Final IS/MND (refer to Responses to Comments L1-6, O2-2 through O2-4, and O3-3 through O3-7), as well as responses to Section IV of the June 10, 2026 letter from TSCAC). As noted in those responses, the IS/MND Section 4.10 appropriately evaluates hydrology and water quality impacts. The Project would install new stormwater infrastructure including permeable pavers, bioswales, surface infiltration basins, pervious landscaping to capture stormwater, and underground stormwater storage/infiltration facilities designed to infiltrate the 20-year, 1-inch-per-hour storm event as required by TRPA Code Section 60.4. All proposed infiltration facilities also meet the groundwater separation requirements as evidenced in the Groundwater Monitoring Report prepared by Reno Tahoe Geo Associates, Inc., dated February 19, 2026. The Project is also required to enroll in and comply with applicable Lahontan RWQCB permits, including preparation of a Stormwater Pollution Prevention Plan (SWPPP) by a qualified professional. The Lahontan Regional Water Quality Control Board (RWQCB) had provided comments on the Draft IS/MND (refer to Comment Letter L1 of the Final IS/MND) and acknowledged that water-quality impacts would be less than significant as a result of the Project's need to comply with applicable RWQCB permits. The Project must also comply with Marina General Permit R6T-2016-0038. The comment does not identify a specific inadequacy in the stormwater design supported by substantial evidence; general assertions regarding groundwater conditions do not constitute substantial evidence of a significant impact.

   With respect to AIS, no increases in the operational intensity of the marina are anticipated. The Project would not modify the number of slips or charters associated with the marina operations, and as such, no increase in marina operations is anticipated as a result of implementation of the Project (refer to Response to Comment O1-6). During construction, Mitigation Measure BIO-4 requires the inspection for and secure removal of any AIS detected during construction and is consistent with CEQA requirements in terms of adequacy and enforceability. The comment does not provide factual evidence impeaching the IS/MND's analysis or efficacy of Mitigation Measure BIO-4.

As it pertains to the adopted mitigation measures from the IS/MND and as noted in the response to Section XV of the June 10, 2026 letter from TSCAC, the mitigation measures in the IS/MND are specific, enforceable, and tied to defined performance standards or regulatory requirements. Where measures reference compliance with applicable regulations (e.g., SWPPP preparation, Marina General Permit compliance, AIS HACCP requirements), these are existing, independently enforceable regulatory programs with defined standards and not vague future commitments. "[A] condition requiring compliance with regulations is a common and reasonable mitigation measure, and may be proper where it is reasonable to expect compliance." *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906. The regulatory agencies will require (and it is reasonable for the City to anticipate) compliance with regulations/standards applicable to the agencies' jurisdictions. The MMRP has been prepared pursuant to Public Resources Code Section 21081.6 and CEQA Guidelines Section 15097. The MMRP ensures implementation through identified responsible parties, timing requirements, and monitoring provisions. Mitigation is adopted as enforceable conditions of project approval. The commenter's general characterization of compliance-based mitigation as "deferred" and "unenforceable" does not accurately reflect the specificity of the measures as written and does not constitute substantial evidence warranting preparation of an EIR.

Mitigation Measure BIO-1 requires that construction activities occur outside the migratory bird and raptor nesting season to prevent significant impacts to nesting birds by identifying active nests and establishing procedures if nesting occurs. The mitigation measures require a qualified biologist to conduct a nesting bird and raptor survey no more than 14 days prior to the beginning of those activities within a recommended minimum 500-foot buffer of the Project area if the activity occurs inside the nesting season.

Mitigation Measure BIO-2 would require a preconstruction survey for special status plants and wildlife, including Tahoe Yellow Cress, SNYLF, LCT, and other species identified in the BRA/LSAS no more than 3 days prior to the onset of construction activities.

Mitigation Measure BIO-3 requires a qualified biologist to conduct an environmental awareness training for all construction personnel.

Mitigation Measure BIO-4 requires the implementation of decontamination protocols as outlined in the TRPA Aquatic Invasive Species Management Program to prevent the spread of aquatic invasive species.

Mitigation Measure BIO-5 requires biological monitoring by a qualified biologist weekly during project construction.

Mitigation Measure HAZ-1 requires all construction activity to halt if stained soil, hydrocarbon odor, or other indicators of contaminants are encountered during excavation. A qualified environmental professional shall assess the impact, and all hazardous materials shall be handled and disposed of in accordance with Lahontan RWQCB and the Department of Toxic Substances Control protocols.

Mitigation Measure NOI-1 require the implementation of noise avoidance protocols during construction activity that include the following:

- Construction shall be limited to 8:00 a.m. to 6:30 p.m.
- All construction equipment powered by internal combustion engines shall be properly muffled and maintained.
- Quiet construction equipment, particularly air compressors, is to be selected whenever possible.
- All stationary noise-generating construction equipment such as generators or air compressors are to be located as far as is practical from existing residences. In addition, the Project contractors shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project area.
- Unnecessary idling of internal combustion engines is prohibited.
- The construction contractor shall, to the maximum extent practical, locate onsite equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Project area during all Project construction.

With respect to the commenter's statement that the Project is inconsistent with CEQA Appendix G, the environmental checklist questions provided in Appendix G were provided verbatim in the IS/MND and addressed in accordance with CEQA requirements.

The commenter does not provide any evidence that the Project is inconsistent with Lake Tahoe's Tier 3 Outstanding National Resource Water (ONRW) antidegradation requirements, and the TRPA thresholds, as the TRPA Governing Board found the Project to be consistent with the TRPA Compact and all relevant regulations when it approved the Project on June 24, 2026. Moreover, the City is not required to make TRPA findings to approve a City permit.

The commenter also does not provide any evidence on how the Project is inconsistent with the Tahoe Maximum Daily Load (TMDL). Pursuant to the National Pollutant Discharge Elimination System (NPDES) permit, the City is required to reduce baseline pollutant loads within its jurisdiction per the adopted TMDL targets. The City completed development of a Pollutant Load Reduction Plan (PLRP), defining a pathway to compliance with the requirements to reduce pollutant loading to Lake Tahoe from urban stormwater runoff. The PLRP identifies feasible and cost-effective actions to meet anticipated targets. In September 2021, the City Council received a draft of the 2021 City of South Lake Tahoe PLRP, which documents the City's proposed approach and timeline for

meeting the 2026 load reduction targets as outlined in the City's NPDES permit. The PLRP was submitted to Lahontan in October 2021 and updated in September 2023 as required by the NPDES permit. The City is currently on track to reach the required credits. Moreover, the Project will result in the installation of required onsite BMPs as outlined in Response 1 above to treat all runoff onsite and would not introduce untreated runoff into the City right-of-way that would effect the City's effors to achieve its TMDL targets.

3. The comment reiterates prior comments provided on the IS/MND related to the need for a Phase II environmental site assessment (ESA) and cumulative impacts. With respect to the need for a Phase II ESA and as noted in Response to Comments O1-4, O2-6, and O3-2 of the Final IS/MND, the Phase I ESA did not identify any recognized or controlled recognized environmental conditions. Further, the findings of the 2021 Phase I ESA were reverified in 2025, as documented on page 80 of the Draft IS/MND. The Draft IS/MND also provided reference to the determination of No Further Action by the Department of Toxic Substances Control (DTSC) as further evidence that no significant impacts would occur, contrary to the statement made in this comment. The comment does not present evidence of a subsurface soil condition but speculates about the potential existence of impacted soils based on the historic presence of onsite tanks.

   With respect to cumulative impacts and as addressed in Responses to Comments O1-7, O2-9, I2-2, and I4-14 of the Final IS/MND and the response to Section XIII of the June 10, 2026 letter from TSCAC, the cumulative impact analysis used reasonably foreseeable past, present, and future projects within 1,000 feet of the project area and is considered appropriate under CEQA Guidelines § 15130. The commenter's assertion that the cumulative analysis should encompass a broader geographic scope or additional projects reflects a preference rather than an identified CEQA deficiency supported by substantial evidence. Further, the stated items in this comment that the commenter asserts should have been considered in the IS/MND's cumulative analysis are either on-going/completed activities that were considered part of the baseline conditions against which the Project was evaluated or do not constitute a reasonably foreseeable project under CEQA, as stated (e.g., the comment's broad statement of South Shore redevelopment.)

4. As noted in Response to Comment O2-8 of the Final IS/MND and the response to Appendix A, Section 5 of the June 10, 2026 letter from TSCAC, renderings were presented in the Draft IS/MND on pages 14 and 15. For purposes of CEQA, visual simulations are not a requirement for all visual analyses but can be used as a tool to further demonstrate with-project conditions. Additionally, and contrary to statements made in this comment, a scenic assessment report in compliance with TRPA Chapter 66 was prepared by Hauge Brueck Associates, dated December 10, 2025. The report was considered by TRPA as part of its evaluation of the Project and consideration of an amendment to the TRPA Code

of Ordinances with respect to building height and project approval, and by the City in support of its CEQA findings of less than significant effect. As noted in the Final IS/MND, the Project would partially modify views from the east, however the change in visual conditions at the Project area would not be considered a substantial adverse change, as it would be limited to views in close proximity to the Project area and would be partially obscured by existing vegetation and landscaping. Further, the Project provides a consistent design/aesthetic within the Project area, consistent with other development in the area that includes use of natural-appearing materials, earth tone hues, articulated surfaces and roof planes, and pitched roofs, that are consistent with the City's South Lake Tahoe Design Guidelines, and in contrast to existing development within the Project area.

5. CEQA requires review of the "whole of the action" that is the subject of the agency approval, but CEQA does not require the City to analyze separate approvals, ongoing maintenance activities, speculative future activities, or independent regulatory actions that are not a reasonably foreseeable consequence of the City's approval as appellants' comments demand. Refer to CEQA Guidelines §§ 15378(a), (b)(2), (c), (d). In Comment 5, the appellants assert that the Project's IS/MND improperly segments upland and water-dependent elements requiring TRPA approvals and amendments. The comment doesn't specify which TPRA approvals and amendments are at issue. To the extent appellants claim that the TRPA approvals related to the marina's boat slips should have been analyzed as part of the Project in the IS/MND, appellants are wrong. The marina boat slips constitute a separate project with independent utility that went through a separate TRPA review and approval in 2025 and is properly excluded from the IS/MND.

   City staff assumes the "letters" that are being referenced in Comment 5, refers to appellants' prior comment letters submitted on the IS/MND and to the Planning Commission. Those comments do not identify areas of analysis that meet the legal standard for piecemealing. As noted in Responses to Comments O1-8 and I4-5, the Project (as evaluated in the IS/MND) reflects an application for redevelopment of the Project area, as considered by the Planning Commission on June 11, 2026. The whole of this action was analyzed in the IS/MND, despite appellants' claims .

   In any case, the City provided responses to each of appellants' comments submitted to the Planning Commission, explaining why the appellants' claims do not raise a foreseeable consequence of the Project not analyzed in the IS/MND. Refer to Responses to Comment Letters 01, 02, and 03, as well as responses provided to the City on June 11th related to TSCAC's June 10th letter.

   Regarding appellants' claim that CEQA required the IS/MND to analyze a range of Project alternatives, please see Response to Comment 01-12, which explains that CEQA does not require an IS/MND to include an alternatives analysis.

CEQA only requires an alternatives analysis to be included in a full environmental impact report, which is not required here because the Project's impacts are less than significant or can be reduced to less than significant with mitigation. Pub. Res. Code §§ 21064.5, 21080(c)(2).

In addition to the responses provided above, see Attachment 05 for responses provided by the Project applicant.

## FINDINGS

### City of South Lake Tahoe General Plan

The proposed project aligns with many goals of the City of South Lake Tahoe General Plan. Specifically, the proposed project is consistent with the following adopted goals and policies:

*Policy LU-1.7. Live/Work Opportunities: The City shall encourage live/work and work/live opportunities with flexible buildings and mixed-use land use designations that allow local businesses to grow and evolve over time.*

*Policy LU-3.2. Neighborhood and Recreation Connectivity: The City shall improve connections and access to a wide range of recreational opportunities, which will improve the quality of life of residents and visitors.*

*Policy LU-4.4. Development Priority: The City shall give priority to development on underutilized sites that use existing infrastructure, coverage, and development rights.*

*Policy LU-8.1. Mountain Architectural Theme: The City shall promote the use of a "mountain" architectural theme in all new and remodeled developments. Mountain architecture features the use of pitched roofs, natural colors, and natural materials such as rock and wood.*

*Policy LU-8.3. Minimizing Parking Impacts: The City shall minimize the visual impact of parking by requiring it to be located at the rear and/or side of buildings with landscape screening, where feasible.*

*Policy LU-8.7. Scenic Quality of New Projects: The City shall ensure that new projects improve and protect the scenic quality of South Lake Tahoe's built and natural environments.*

*Policy LU-8.12. Business Enhancement and Beautification: The City shall encourage business owners to enhance and beautify their businesses, such as through a Façade Improvement Program, to create a better sense of place and community character.*

*Policy ED2.6. Upgrade the Condition of Existing Businesses: The City shall actively support programs to upgrade the physical condition and appearance of existing businesses.*
*Policy ROS-1.10. Public Trail Incorporation in Private Development: The City shall require public trails and plazas to be incorporated in the development and redevelopment of commercial, industrial, public, and multi-family projects.*

*Policy ROS-2.5. Functional Open Space in Redeveloped Areas: The City shall incorporate new functional open spaces in redeveloped areas to serve as both public amenities and to provide opportunities for urban water quality improvements.*

**Plan Area Statement 102 – Tahoe Keys**

The proposed project is consistent with the applicable Plan Area Statement 102 – Tahoe Keys, which permits marina uses and associated accessory uses as an allowed use within Special Area #1.

**Lake Tahoe Airport Land Use Compatibility Plan**

The proposed project is within Safety Zone 6, Airport Traffic Pattern Zone. Marinas, eating and drinking uses, and general merchandise are compatible with Zone 6 as demonstrated in Table 4-2 of the Airport Land Use Compatibility Plan.

**Special Use Permit Findings for Alternative Designs for Reduced Driveway Width (City Code Section 6.10.350.A)**

The City Council may modify the standards of the City-wide Design Standards when the findings of City Code Section 6.10.350.A. are addressed.

1) The lesser improvement will lessen the environmental impact.
2) The lesser improvement will enhance traffic safety for vehicles and pedestrians.
3) The lesser improvement will substantially meet the intent of the requirement.

Allowing an alternative, larger driveway at the property line will not have an environmental impact and will improve traffic safety for vehicles and pedestrians in the vicinity. It is expected that large oversize loads (e.g., boats) will need access to the site, as this location provides direct access to the boat storage building, boat showroom, and boat launching facility. Thus, a wider driveway can accommodate these larger vehicles and trailers, preventing backups onto Venice Drive East and reducing the need for multiple turns and reverses to access the site. Minimizing backup and multiple turns of larger vehicles and large oversized loads (i.e., boats) would reduce potential mobility conflicts and enhance pedestrian and vehicular safety.

Thus, the lesser improvement substantially meets the Code's intent to require an appropriately designed driveway that accommodates ingress and egress to a site without negatively impacting traffic flow on a public street.

**Special Use Permit Findings for Modification of the Parking Demand Ratio (City Code Section 6.10.350.B)**

Pursuant to South Lake Tahoe City Code section 6.10.350 & 6.55.620, the City Council may grant a modification to the parking demand ratio when the findings of City Code are addressed.

1) Necessary or desirable on a specific parcel;
2) Not injurious to the neighborhood;
3) Consistent with the intent of this chapter; and
4) Consistent with the permitted uses in such plan area.
5) Adequate off-street parking will be provided for the proposed use as determined by a parking analysis.
6) The environmental impact of the use will be lessened by the reduction in parking spaces.
7) Traffic safety for other vehicles and pedestrians will be enhanced by the lesser requirement.
8) The uses have different peak periods.
9) The parking demand will not overlap.
10) The parking facility will meet peak demand.
11) The property owners are willing to sign reciprocal agreements for “shared parking” approved as to form and substance by the city.

Pursuant to the LSC Transportation Consultant Inc. parking analysis, the need for parking on the Tahoe Keys Marina property is desirable and will not be injurious to the neighborhood by providing adequate onsite parking to accommodate the existing marina activities. Providing adequate parking is supported by a parking analysis and is consistent with the intent of Chapter 6.10 of the City Code and is consistent with the permitted marina use.

As described in the staff report above, the applicant has prepared a parking analysis that provides a rationale for reducing parking and for shared parking of on-site spaces among the various uses. The parking analysis determined that, at peak demand, there is adequate on-site parking with the implementation of the employer parking program to reduce employee auto modes.

The environmental impact of use will be reduced by allowing fewer parking spaces. The proposed parking space would reduce the overall land coverage dedicated to parking and would be used for landscaping islands, usable green space, and on-site water runoff treatment. The project also proposes dedicating spaces for valet-only parking, to be managed by the marina, thereby reducing conflicts between vehicles and users.

The lesser requirement would enhance traffic safety for other vehicles and pedestrians. The use of valet parking would reduce vehicle-user conflicts, and reduced on-site vehicle circulation would reduce conflicts between pedestrians and vehicles.

The parking analysis prepared by LSC Transportation Consultants, Inc., analyzed parking demand using the Institute of Transportation Engineers Parking Generation Manual and the City Parking Demand Ratio. After applying reductions for differences in peak uses and non-auto modes, the study concluded that the resulting peak demand for the proposed project is 369 spaces (before applying shared parking). After applying shared parking, meaning a space that two different uses may use, but at different times of the day, the parking demand is 291 spaces, which would occur midday (from 2:00 p.m. to 4:00 p.m., when almost all uses are at peak occupancy). The study concluded that the on-site uses would have different peak demands, on-site parking demand would not overlap, and the parking facility would meet parking demand with the implementation of project conditions to implement an employee parking program to encourage increased non-auto access, provide carpool-matching resources, and implement a limited employee parking allowance for charter businesses.

**Variance Findings (City Code Section 6.55.630)**
The Planning Commission may vary the setback for buildings if findings of City Code Section 6.55.630.B. are addressed.

1) Due to special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the regulation deprives such property of privileges enjoyed by other properties in the vicinity and under an identical plan area.

There are special circumstances that warrant granting the variance to allow the trash facility/public restroom to encroach into the setback at its proposed location. There is a demonstrated need to locate the restroom facility within proximity to the entrance to the Cove East recreation area. Due to the surroundings and location, the facility would be placed directly across the street from the Cove East entrance, so users of the recreation facility would not need to travel farther to access restrooms within the marina. It should be noted that currently, there are no restroom facilities available for users of the public recreation area.

Moving the proposed facility would increase travel distance for Cove East users and likely require reconfiguration of the driveway and parking lot on a narrow portion of the project site.

Allowing access to South Tahoe Refuse trucks from Venice Drive East would also improve on-site traffic and vehicle circulation. As these large trucks would not have to navigate onto the marina site to access refuse containers, this would reduce on-site vehicle conflicts.

Thus, due to topography, surroundings, and location, granting the variance would not provide a special privilege not enjoyed by other properties in the vicinity and the plan area.

## ENVIRONMENTAL ANALYSIS

### California Environmental Quality Act

Pursuant to the California Environmental Quality Act of 1970, Cal. Pub. Res. Code §21000 et seq., potential environmental impacts of the proposed amendments have been evaluated in an Initial Study. An Initial Study is a preliminary environmental analysis used by the lead agency as a basis for determining whether an Environmental Impact Report (EIR), a Mitigated Negative Declaration (MND), or a Negative Declaration is required for a project under the California Environmental Quality Act (CEQA).

This Initial Study concludes that the proposed Project and associated activities would have no impact, or less than a significant impact, with the incorporation of the identified mitigation measures. Potential adverse impacts would be temporary and associated with construction and restoration activities, which would be minimized to a level below significance with adherence to the proposed construction schedule and process, design plan requirements, construction best management practices, applicable permitting requirements (e.g., development of a SWPPP), and identified mitigation measures.

Mitigation measures are identified for potentially significant impacts to biological resources, hazards and hazardous materials, and noise.

As discussed in the Initial Study, the proposed Project may result in potentially significant impacts to certain resources. However, project compliance measures and the implementation of proposed mitigation measures will reduce these impacts to less-than-significant levels.

Wildlife

The Project has the potential for significant effects on wildlife habitat, however those effects will be mitigated to a less than significant level with the proposed mitigation:

- Mitigation Measure BIO-1 would prevent significant impacts on nesting birds by identifying active nests and establishing procedures for nesting. The mitigation measures require a qualified biologist to conduct a nesting bird and raptor survey no more than 14 days before the beginning of those activities within a recommended minimum 500-foot buffer of the Project area.

- Mitigation Measure BIO-2 would require a preconstruction survey for special-status plants and wildlife, including Tahoe Yellow Cress, SNYLF, LCT, and other species identified in the BRA/LSAS, no more than 3 days before the onset of construction activities.

- Mitigation Measure BIO-3 requires a qualified biologist to conduct an environmental awareness training for all construction personnel.

- Mitigation Measure BIO-4 requires implementing decontamination protocols outlined in the TRPA Aquatic Invasive Species Management Program to prevent the spread of aquatic invasive species.

- Mitigation Measure BIO-5 requires biological monitoring by a qualified biologist weekly during project construction.

Hazardous Materials

The Project has the potential to have significant effects on handling hazards and hazardous materials, however those effects will be mitigated to a less than significant level with the proposed mitigation:

- Mitigation Measure HAZ-1 requires all construction activity to halt if stained soil, hydrocarbon odor, or other indicators of contaminants are encountered during excavation. A qualified environmental professional shall assess the impact, and all hazardous materials shall be handled and disposed of in accordance with Lahontan RWQCB and the Department of Toxic Substances Control protocols.

Noise

The Project has the potential for noise impacts, however those effects will be mitigated to a less than significant level with the proposed mitigation:

- Mitigation Measure NOI-1 requires the implementation of noise-avoidance protocols during construction activities.

All other resources in the IS have been determined to have less than significant or no impact on the environment without any mitigation requirements.

## PUBLIC NOTICE

On April 3, 2026, the City initiated the public review period for the Initial Study/Mitigated Negative Declaration (IS/MND) by publishing a Notice of Intent and Notice of Availability in the Tahoe Daily Tribune. However, due to a typographical error in the conclusion of the public review period, the City reinitiated the public review period for the IS/MND, beginning on May 1, 2026, with the public review ending on June 1, 2026. All comments previously submitted to the City on the IS/MND were accepted, and the Final IS/MND and all comments on it will be provided to the decisionmaker for its consideration.

The City on May 19, 2026, mailed a notice of a public hearing to all affected properties within 300 feet of the project site, providing the date, time, and location of the June 11,

2026, Planning Commission meeting, at which the Planning Commission will consider the Tahoe Keys Marina Redevelopment Project. On June 11, 2026, the City published a notice of a public hearing of the date, time, and location of the Planning Commission meeting in the Tahoe Daily Tribune on May 29, 2026.

On July 6, 2026, the City emailed a Notice of Appeal to the Appellant, Tahoe Sierra Club Tahoe Area Group, and received confirmation on July 17, 2026, that the notice was received (see Attachment 06).

On July 24, 206 the City published a notice of a public hearing of the date, time, and location of the City Council meeting to consider the appeal on August 11, 2026 (see Attachment 07).

The Development Services Department is the custodian of the documents or other material which constitute the record of proceedings upon which the Planning Commission's decision is based and can be found at 1052 Tata Lane, South Lake Tahoe, California, 96150.

## FINANCIAL IMPLICATIONS

Approving a design review permit, granting a special use permit, and a variance for the Tahoe Keys Marina Redevelopment Project will not have any financial implications for the City. Moreover, with the redevelopment of the marina and an increase in retail and commercial services to the public, the City is expected to potentially receive increased revenue from sales tax.

## POLICY IMPLICATIONS

There are no policy implications from approving a design review, a special use permit, or granting a variance. Pursuant to this staff report, the proposed use is consistent with land use and zoning designations and is consistent with various General Plan policies promoting the upgrading and expansion of existing commercial and business properties within the city limits.

# City of South Lake Tahoe
## Report to **Planning Commission**

**Meeting Date:** June 11, 2026

**Title:** Tahoe Keys Marina Redevelopment Project Design Review and Special Use Permit, APNs: 022-210-032, 022-2510-040, 022-210-041 & 022-210-042, File #DR25-007

**Location:** 2435 Venice Drive

**Responsible Staff Members:** John Hitchcock, Planning Manager

## BACKGROUND

The City of South Lake Tahoe Planning Division received an application from the Tahoe Keys SMI DE LLC ("TKSMI") for a proposed project to redevelop and modernize the upland facilities. The project requires Planning Commission approval of a design review permit, a special use permit, and the granting of a variance for an encroachment into the required setback. The City does not have jurisdiction in the Tahoe Keys lagoon and is reviewing and permitting only the upland facilities.

This project is not a qualifying project in the City/TRPA MOU and thus requires a separate approval from the Tahoe Regional Planning Agency is also required for the upland improvements.

## ISSUE AND DISCUSSION

**Project Description:** The project is the redevelopment of the Tahoe Keys Marina ("TKM") in order to revitalize the TKM landside facilities and operations. The project would involve the demolition of three (3) existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, three (3) units of workforce housing (to replace the three [3] existing units that would be demolished as part of the project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated. The City does not have jurisdiction in the lagoon, and the existing bulkhead that borders the lagoon would be replaced under the separate TRPA permit and separate environmental review. A significant element of the project is bringing the site into compliance with water quality best management practices ("BMPs") and assisting in controlling aquatic invasive species ("AIS").

**Site Description:** The Project area, defined as the area where demolition would occur and planned improvements would be constructed, is located at 2435 Venice Drive East in the City of South Lake Tahoe, El Dorado County, California. The Project area encompasses approximately 16.5 acres comprised primarily of three (3) parcels owned by TKSMI (APNs 022-210-032, 022-210-040, and 022-210-041), portions of the Tahoe Keys lagoon, and City right-of-way ("ROW"), including Venice Drive East and Tahoe Keys Boulevard ROW from Venice Drive East to Michael Drive. The Project area also includes a small segment of Tahoe Keys Beach and Harbor Association ("TKBHA") property (APN 022-210-042) for landscape improvements; however, the parcel would remain under TKBHA ownership.

The site is highly disturbed and is developed with the Tahoe Keys Marina and accessory facilities (e.g., parking lot, boat ramps, various administrative and retail buildings) and uses. The Project area was originally developed with 2 buildings by 1969. Subsequently, the artificial lagoon was expanded inland, providing TKM with more shoreline for marina development. By 1974, the Project area consisted of 3 buildings roughly within the footprint of the existing on-site buildings, as well as a marina developed within the now-expanded artificial lagoon. The southwestern portion of the Project area remained undeveloped and largely unused prior to 1992.

**Project Location and Project Area Map**



| Existing Site Factors | |
|---|---|
| Parcel Size | 16.5 acres |
| Assessor's Parcel Number | 022-210-032, 022-210-040, 022-210-041 and 022-210-042 |
| General Plan Land Use Designation | Neighborhood center |
| Planning Area | PAS 102 – Tahoe Keys |
| Flood Zone | Zone X 06017C0367F |
| Airport Land Use Compatibility Plan | Zone 6 |

The site is surrounded by the following land use designations:

| | Plan Area Statement | Land Use Classification |
|---|---|---|
| North | PAS 102 – Tahoe Keys | Residential (Condominiums) |
| South | PAS 100 – Truckee Marsh | Conservation (Open Space) |
| West | PAS 102 – Tahoe Keys | Residential (Single-Family Dwelling) |
| East | PAS 100 – Tahoe Keys and PAS 100 – Truckee Marsh | Residential & Conservation (Open Space/Cove East) |

**Project Review**

*Land Uses*: The proposed use is defined in Chapter 21 of the TRPA Code of Ordinance as a marina, which is an establishment providing water-oriented services, such as: yachting and rowing clubs; boat rentals; storage and launching facilities; sport fishing activities, excursion boat and sightseeing facilities; and other related marina activities, including but not limited to fuel sales and boat and engine repair. Outdoor storage is included as part of the use. Marinas are an allowed use within Plan Area Statement 102 – Tahoe Keys.

*Development Rights*: A determination of whether additional Commercial Floor Area is required for the proposed project will be made by TRPA under the separate TRPA permit. If any use is deemed to be a primary use, the TRPA permit will require that the appropriate development be transferred to the project area.

*Flood Zone*: According to FEMA Flood Insurance Rate Map 06017C0367F, dated April 3, 2012, the project site is located within Zone X, areas determined to be outside of the 100-year flood plain and regulatory floodway with a 0.2% annual chance of flooding.

*Building Design and Site Design*: The project is designed to minimize visual mass and incorporate architectural features that create visual interest and articulation, reflecting a mountain architectural aesthetic. The project incorporates shed and open gabled roofs, balconies and overhangs, and deep recesses to create shadow effects and an articulated façade. For Buildings A through D and the Boat Showroom, where marina services are provided to the public, the projects incorporate fenestration/glazing at the pedestrian level and the second-story walkways to engage and activate the property.

The project includes a landscaped drop-off plaza and a large pedestrian plaza to accommodate pedestrian circulation throughout the Marina property.

The Water Tank and Boat Storage building is also designed in the same manner as the other buildings on the property. It includes a 5:12 roof pitch, and the façade facing Venice Drive East is articulated with a recessed façade in differing colors. Due to the building's function as a boat storage facility and water storage, glazing is limited and is incorporated on the façade facing Venice Drive East.

The Trash Facility/Public Restroom building is also developed with the same color and materials palette and features a roll-up door. The roll-up door appears to be a light white/gray color that is inconsistent with the Munsell Color Chart. The City Permit has been conditioned to require the replacement of the proposed color with a daker-hued earthtone color for the roll-up garage door.

*Colors and Materials*: All proposed buildings use the same color and material palette. This includes fiber-cement vertical and horizontal cladding that mimics cedar, spruce, and natural bark. Natural stone veneer with rough split-face texture, and board-formed cast-in-place concrete with wood grain texture. All the materials and colors are earth-toned and are consistent with the TRPA Munsell Color Chart.

*Roof Pitch*: Seven (7) new buildings are proposed on the project site. Buildings A through D are the commercial and retail spaces located towards the northern portion of the property. The other three (3) buildings are the Boat Showroom and the Trash Facility/Public Restroom located in the central portion of the property, and the Water Tank and Boat Storage building located in the southerly portion of the parcel.

To meet the City standard roof pitch requirement, all buildings have a majority roof pitch of 5:12. Although some buildings do have flat roof areas or pitches less than 5:12 (Buildings A through D and Trash Facility/Public Restroom), they are generally not visible from the public street.

As proposed, the project is consistent with the City's minimum roof-pitch standard.

*Height*: The proposed project proposes the following heights:

| Buildings | Proposed | Maximum Allowed per Roof Pitch and Site Slope |
|---|---|---|
| A, B, C, D | 34’-5" | 30’-6" |
| Boat Showroom | 34’-5 ½” | 30’-6" |
| Water Tank/Boat Storage | 42’-0" | 31’-1" |
| Trash Facility/Public Restroom | 24’-¾" | 30’-6" |

The City does not have its own height standards and defers to Chapter 37 of the TRPA Code of Ordinances. Table 37.4.1-1: Maximum Heights for Buildings establishes allowed heights based on the proposed roof pitch and cross-slope across the building

footprint. Per the TKM plan submittal, all proposed structures, except for the Trash Facility/Public Restroom, exceed TRPA height limits. Buildings A through D exceed the height limits by 4’-11", the Boat Showroom by 4’-11 ½", and the Water Tank/Boat Storage building by 10’-11".

The applicant has submitted a Code Amendment to TRPA to amend Chapter 37 to allow additional height for the marina. On May 6, 2026, the TRPA Advisory Planning Commission (APC) held a regularly scheduled public hearing to consider the amendment. The proposed amendment would amend TRPA Code Section 37.5.2 to allow additional height for marinas where the marina use is at least 300 feet landward of the high-water line of Lake Tahoe, as measured from the entrance of the Tahoe Keys Lagoon. Qualifying marinas would be allowed to propose building heights under the Code, not to exceed 38 feet, subject to required findings. This amendment would make buildings A through D, the Boat Showroom, consistent with the amended height standards.

TRPA Code Section 37.5.2.C currently allows up to eight (8) feet of additional height, not to exceed 42 feet, for buildings not visible from Lake Tahoe and not located within a TRPA-designated scenic highway corridor. The proposed amendment would amend this section of the TRPA Code to further allow an additional four (4) feet of height, not to exceed 42 feet, for buildings that are also not visible from a TRPA-designated highway corridor. Thus making the Water Tank/Boat Storage building consistent with the amended height standards.

The APC considered this matter, held a public hearing, and recommended approval to the TRPA Governing Board, with one member abstaining. The TRPA Governing Board is tentatively scheduled to consider the proposed amendments at its June 24, 2026, meeting.

Because the proposed height is inconsistent with TRPA height maximums, the City permit has been conditioned to require the applicant to revise the project to meet the existing TRPA height standards if the proposed amendments are not successful.

*Landscaping*: The plan submittal included a proposed landscaping plan that includes the use of native vegetation, including Birch, Aspens, Incense Cedars, and Jeffrey Pine. Shrubs include Serviceberry, Sagebrush, Willow, and Spirea. Turf is limited to 4660 square feet, approximately 4.5 percent of the overall landscape area. The proposed planting is consistent with TRPA and City standards, which primarily require the use of native vegetation suitable to the Tahoe environment.

Landscaping is also proposed along Venice Drive East and within landscape islands within the parking lot to minimize the overall impact of the large expanse of asphalt when viewed from the roadway.
The landscaping plan, as proposed, is consistent with the City landscaping standards.

*Pedestrian Circulation*: The proposed project includes a large plaza for pedestrian congregation, connected to pedestrian walks/paths that provide access to the marina's administrative and commercial facilities, including the boat docks, a boat launching facility, the Boat Showroom, and the promenade park.

*Views*: The proposed project is located in an area that potentially may impact existing viewsheds. However, it should be noted that the existing viewsheds within the vicinity of the project area are not designated TRPA Scenic Resources. The applicant submitted a report titled Scenic Quality Evaluation of Tahoe Keys Marina Development dated December 10, 2025, by Hauge Brueck Associates, analyzing the potential effects of the project on designated TRPA scenic resources.

The analysis concluded that the proposed project is not visible from any scenic roadway units or individual roadway scenic resources, and therefore, the scenic standard for roadways does not apply. In addition, the project is not visible from any TRPA-designated public recreation area or bicycle trail identified in the 1993 Lake Tahoe Basin Scenic Resource Evaluation.

The analysis evaluated the project from TRPA's Shoreline Scenic Unit #1 and Unit #33. The project area is located approximately 0.3 miles south of Shoreline Unit 1, which is currently in attainment based on the threshold standards established in the 1982 Lake Tahoe Basin Scenic Resource Inventory. The project area is not visible from the shoreline unit, and the proposed redevelopment would not cause the project to be visible from the shoreline due to the presence of intervening development and vegetation. Therefore, the Project would have a less-than-significant impact on the attainment status of a Scenic Shoreline Unit. Shoreline Unit #33 offers views of the shoreline, distinct vegetation, and Cove East. Shoreline Unit #33 is also currently in attainment. The analysis concluded the northeastern portion of TKM is partially visible; however, from this viewpoint, the existing structures are located behind existing vegetation and below the tree canopy. As such, the scenic impacts on Shoreline Unit #33 and individual scenic resource viewpoints would be less than significant and would not affect the threshold numerical ratings assigned to the scenic resources.

The analysis also evaluates the effect of the proposed project on non-threshold scenic vistas (e.g., ridgelines and meadow views). The analysis concluded that the new Water Tank/Boat Storage building would block some ridgeline views along Venice Drive East (west view); however, the blockage is temporary and limited to pedestrians/bikes and vehicles traveling on Venice Drive East, and views to the ridgeline would be unchanged for the majority of Venice Drive East. Moreover, removing existing visual clutter, including boat storage and repair located at the southern end of the property, would improve the visual condition.

Scenic views from Cove East were also analyzed. The report concluded that improvements to the marina by replacing older, disrepair infrastructure would result in a substantial improvement in this viewshed, but would introduce additional view blockage of distant ridgelines. Thus, the analysis recommends mitigation measures to select

vegetation screening that will not increase the ridgeline view block. The City Permit will be conditioned to require a revision to the landscaping plans to select trees and shrub species that will not result in ridgeline view blockage, but still provide adequate screening of the onsite parking lot.

Views from the adjacent residential condominiums were also analyzed. The report concluded that improved site planning, architectural elements, and the overall architectural aesthetic would be an improvement over the existing view of unscreened outdoor boat storage and equipment and aging infrastructure.

*Snow Storage*: The proposed project is to use a snow-melting system in the main pedestrian plaza and walkways and pathways around buildings A through D.

The plan submittal indicates approximately 103,740 square feet of landscaped areas within the project site that may be used for snow storage. However, a snow storage plan was not included in the plan submittal, and the City permit has been conditioned to require the applicant to submit a snow storage plan with the building permit application.

*Parking*: The City Code requires one (1) space per employee and one (1) space per three (3) moorings or slips. However, the parking rate for other non-accessory uses are excluded from the standard marina parking rate; thus, the applicant has provided a parking analysis for the proposed parking count.

The parking analysis, titled Technical Memorandum, dated March 30, 2026, was prepared by LSC Transportation Consultants, Inc., and analyzed parking demand using the Institute of Transportation Engineers Parking Generation Manual and the City Parking Demand Ratio. After applying reductions for differences in peak uses and non-auto modes, the study concluded that the resulting peak demand for the proposed project is 369 spaces (before applying shared parking). After applying shared parking, meaning a space that two different uses may use, but at different times of the day, the parking demand is 291 spaces, which would occur midday (from 2:00 p.m. to 3:00 p.m., when almost all uses are at peak occupancy).

The project proposes a total of 251 parking spaces, which is a shortfall of 40.

As a result, the City Permit will be conditioned to require TKM to implement an employee parking program to encourage increased non-auto access, provide carpool-matching resources, and implement a limited employee parking allowance for Charter businesses. The employee parking program shall be submitted to the Planning Department for review and approval.

City staff recommends that the Planning Commission accept the parking analysis as technically adequate and approve the special use permit for the parking demand ratio reduction.

*Exterior Lighting*: The project proposes new exterior lighting. The proposed plan submission indicates that all exterior lighting will be directed downward and fully

shielded. The City Permit will still require the applicant to submit exterior lighting specifications when submitting an application for a building permit.

*Fences and Walls*: No fence or wall is proposed with the project.

*Best Management Practices*: The BMP plan submittal indicates that the site will generate 26,891 cubic feet of runoff from roof areas and hardscape. The proposed plans include treatment in a series of bioretention basins and channels, an underground tank, and an infiltration gallery system that can accommodate 41,910 cubic feet of volume. The proposed on-site BMPs will be reviewed and approved under a separate TRPA review. Notwithstanding TRPA review and approval, the BMP plan submittal provided to the City demonstrates that the BMPs appear adequate to treat on-site runoff for a 1-hour, 20-year storm event.

*Land Coverage*: Land coverage limitations will be reviewed and approved under the separate TRPA review and approval.

*Driveways*: The project proposes to install driveways to access the site. One service driveway is located towards the southwest portion of the site, and the main driveway provides public access to the marina in the northern portion of the project site. The main driveway is 55 feet wide with a 16-foot-wide landscape island separating the ingress and egress lanes, which are 21 feet wide. The driveway meets City driveway standards for a one-way driveway, which require a minimum width of 10 feet.

The service driveway is a two-way driveway that primarily serves the boat storage building and the boat showroom. The driveway width is 43 feet at the property line, exceeding the City standard of 30 feet. The increased width is needed to accommodate trailers hauling oversize loads onto and off of the site. Thus, an alternative to the City's driveway standard is warranted, and staff recommends that the Planning Commission make the appropriate findings provided below in this staff report.

*Variances*: The proposed project will require a variance from the City standard for an encroachment of the Trash Facility/Public Restroom building to be constructed at the property line.

The project proposes to construct a trash facility and public restroom at the property line at the end of the cul-de-sac, across from the public entrance to the Cove East trail and the beach access. The facility will provide South Tahoe Refuse with direct access to the trash facility from Venice Drive East. It will also provide Cove East users with direct access to the public restrooms. Currently, there are no public restrooms available at the Cove East public recreation site. Granting a variance is warranted, as South Tahoe Refuse would have direct access to the trash facility without having to use the on-site internal driveway, thereby avoiding potential pedestrian/vehicle/user conflicts.

City staff recommends that the Planning Commission make the appropriate findings for a variance provided below in this staff report.

## FINDINGS

### City of South Lake Tahoe General Plan

The proposed project aligns with many goals of the City of South Lake Tahoe General Plan. Specifically, the proposed project is consistent with the following adopted goals and policies:

*Policy LU-1.7. Live/Work Opportunities: The City shall encourage live/work and work/live opportunities with flexible buildings and mixed-use land use designations that allow local businesses to grow and evolve over time.*

*Policy LU-3.2. Neighborhood and Recreation Connectivity: The City shall improve connections and access to a wide range of recreational opportunities, which will improve the quality of life of residents and visitors.*

*Policy LU-4.4. Development Priority: The City shall give priority to development on underutilized sites that use existing infrastructure, coverage, and development rights.*

*Policy LU-8.1. Mountain Architectural Theme: The City shall promote the use of a "mountain" architectural theme in all new and remodeled developments. Mountain architecture features the use of pitched roofs, natural colors, and natural materials such as rock and wood.*

*Policy LU-8.3. Minimizing Parking Impacts: The City shall minimize the visual impact of parking by requiring it to be located at the rear and/or side of buildings with landscape screening, where feasible.*

*Policy LU-8.7. Scenic Quality of New Projects: The City shall ensure that new projects improve and protect the scenic quality of South Lake Tahoe's built and natural environments.*

*Policy LU-8.12. Business Enhancement and Beautification: The City shall encourage business owners to enhance and beautify their businesses, such as through a Façade Improvement Program, to create a better sense of place and community character.*

*Policy ED2.6. Upgrade the Condition of Existing Businesses: The City shall actively support programs to upgrade the physical condition and appearance of existing businesses.*
*Policy ROS-1.10. Public Trail Incorporation in Private Development: The City shall require public trails and plazas to be incorporated in the development and redevelopment of commercial, industrial, public, and multi-family projects.*

*Policy ROS-2.5. Functional Open Space in Redeveloped Areas: The City shall incorporate new functional open spaces in redeveloped areas to serve as both public amenities and to provide opportunities for urban water quality improvements.*

**Plan Area Statement 102 – Tahoe Keys**

The proposed project is consistent with the applicable Plan Area Statement 102 – Tahoe Keys, which permits marina uses and associated accessory uses as an allowed use within Special Area #1.

**Lake Tahoe Airport Land Use Compatibility Plan**

The proposed project is within Safety Zone 6, Airport Traffic Pattern Zone. Marinas, eating and drinking uses, and general merchandise are compatible with Zone 6 as demonstrated in Table 4-2 of the Airport Land Use Compatibility Plan.

**Special Use Permit Findings for Alternative Designs for Reduced Driveway Width (City Code Section 6.10.350.A)**

The Planning Commission may modify the standards of the City-wide Design Standards when the findings of City Code Section 6.10.350.A. are addressed.

1) The lesser improvement will lessen the environmental impact.
2) The lesser improvement will enhance traffic safety for vehicles and pedestrians.
3) The lesser improvement will substantially meet the intent of the requirement.

Allowing an alternative, larger driveway at the property line will not have an environmental impact and will improve traffic safety for vehicles and pedestrians in the vicinity. It is expected that large oversize loads (e.g., boats) will need access to the site, as this location provides direct access to the boat storage building, boat showroom, and boat launching facility. Thus, a wider driveway can accommodate these larger vehicles and trailers, preventing backups onto Venice Drive East and reducing the need for multiple turns and reverses to access the site. Minimizing backup and multiple turns of larger vehicles and large oversized loads (i.e., boats) would reduce potential mobility conflicts and enhance pedestrian and vehicular safety.

Thus, the lesser improvement substantially meets the Code's intent to require an appropriately designed driveway that accommodates ingress and egress to a site without negatively impacting traffic flow on a public street.

**Special Use Permit Findings for Modification of the Parking Demand Ratio (City Code Section 6.10.350.B)**

The Planning Commission may grant a Special Use Permit if findings of City Code Section 6.10.3.50.B. are addressed.

1) Adequate off-street parking will be provided for the proposed use as determined by a parking analysis.

As described in the staff report above, the applicant has prepared a parking analysis that provides a rationale for reducing parking and for shared parking of on-site spaces among the various uses. The parking analysis determined that, at peak demand, there is adequate on-site parking with the implementation of the employer parking program to reduce employee auto modes.

2) The environmental impact of the use will be lessened by the reduction in parking spaces.

   The environmental impact of use will be reduced by allowing fewer parking spaces. The proposed parking space would reduce the overall land coverage dedicated to parking and would be used for landscaping islands, usable green space, and on-site water runoff treatment. The project also proposes dedicating spaces for valet-only parking, to be managed by the marina, thereby reducing conflicts between vehicles and users.

3) Traffic safety for other vehicles and pedestrians will be enhanced by the lesser requirement.

   The lesser requirement would enhance traffic safety for other vehicles and pedestrians. The use of valet parking would reduce vehicle-user conflicts, and reduced on-site vehicle circulation would reduce conflicts between pedestrians and vehicles.

4) In addition to the above, if the parking analysis is done to establish a shared parking facility, the City shall also find:
   a. The uses have different peak periods.
   b. The parking demand will not overlap.
   c. The parking facility will meet peak demand.
   d. The parking owners are willing to sign reciprocal agreements for "shared parking" approved as to form and substance by the City.

   The parking analysis prepared by LSC Transportation Consultants, Inc., analyzed parking demand using the Institute of Transportation Engineers Parking Generation Manual and the City Parking Demand Ratio. After applying reductions for differences in peak uses and non-auto modes, the study concluded that the resulting peak demand for the proposed project is 358 spaces (before applying shared parking). After applying shared parking, meaning a space that two different uses may use, but at different times of the day, the parking demand is 288 spaces, which would occur midday (from 2:00 p.m. to 4:00 p.m., when almost all uses are at peak occupancy). The study concluded that the on-site uses would have different peak demands, on-site parking demand would not overlap, and the parking facility would meet parking demand. As the parcel area owned by TKM and the parking area are part of the overall project area, staff do not recommend a reciprocal parking agreement.

**Variance Findings (City Code Section 6.55.630)**

The Planning Commission may vary the setback for buildings if findings of City Code Section 6.55.630.B. are addressed.

1) Due to special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the regulation deprives such property of privileges enjoyed by other properties in the vicinity and under an identical plan area.

   There are special circumstances that warrant granting the variance to allow the trash facility/public restroom to encroach into the setback at its proposed location. There is a demonstrated need to locate the restroom facility within proximity to the entrance to the Cove East recreation area. Due to the surroundings and location, the facility would be placed directly across the street from the Cove East entrance, so users of the recreation facility would not need to travel farther to access restrooms within the marina. It should be noted that currently, there are no restroom facilities available for users of the public recreation area.

   Moving the proposed facility would increase travel distance for Cove East users and likely require reconfiguration of the driveway and parking lot on a narrow portion of the project site.

   Allowing access to South Tahoe Refuse trucks from Venice Drive East would also improve on-site traffic and vehicle circulation. As these large trucks would not have to navigate onto the marina site to access refuse containers, this would reduce on-site vehicle conflicts.

   Thus, due to topography, surroundings, and location, granting the variance would not provide a special privilege not enjoyed by other properties in the vicinity and the plan area.

## ENVIRONMENTAL ANALYSIS

### California Environmental Quality Act

Pursuant to the California Environmental Quality Act of 1970, Cal. Pub. Res. Code §21000 et seq., potential environmental impacts of the proposed amendments have been evaluated in an Initial Study. An Initial Study is a preliminary environmental analysis used by the lead agency as a basis for determining whether an Environmental Impact Report (EIR), a Mitigated Negative Declaration (MND), or a Negative Declaration is required for a project under the California Environmental Quality Act (CEQA).

This Initial Study concludes that the proposed project and associated activities would have no impact, or less than a significant impact, with the incorporation of the identified mitigation measures. Potential adverse impacts would be temporary and associated with construction and restoration activities, which would be minimized to a level below significance with adherence to the proposed construction schedule and process, design

plan requirements, construction best management practices, applicable permitting requirements (e.g., development of a SWPPP), and identified mitigation measures.

Mitigation measures are identified for potentially significant impacts to biological resources, hazards and hazardous materials, and noise.

As discussed in the Initial Study, the proposed project may result in potentially significant impacts to certain resources. However, project compliance measures and the implementation of proposed mitigation measures will reduce these impacts to less-than-significant levels.

Wildlife

The project has the potential for significant effects on wildlife habitat.

- Mitigation Measure BIO-1 would prevent significant impacts on nesting birds by identifying active nests and establishing procedures for nesting. The mitigation measures require a qualified biologist to conduct a nesting bird and raptor survey no more than 14 days before the beginning of those activities within a recommended minimum 500-foot buffer of the Project area.

- Mitigation Measure BIO-2 would require a preconstruction survey for special-status plants and wildlife, including Tahoe Yellow Cress, SNYLF, LCT, and other species identified in the BRA/LSAS, no more than 3 days before the onset of construction activities.

- Mitigation Measure BIO-3 requires a qualified biologist to conduct an environmental awareness training for all construction personnel.
- Mitigation Measure BIO-4 requires implementing decontamination protocols outlined in the TRPA Aquatic Invasive Species Management Program to prevent the spread of aquatic invasive species.

- Mitigation Measure BIO-5 requires biological monitoring by a qualified biologist weekly during project construction.

Hazardous Materials

The project has the potential to have significant effects on handling hazards and hazardous materials.

- Mitigation Measures HAZ-1 require all construction activity to halt if stained soil, hydrocarbon odor, or other indicators of contaminants are encountered during excavation. A qualified environmental professional shall assess the impact, and

all hazardous materials shall be handled and disposed of in accordance with Lahontan RWQCB and the Department of Toxic Substances Control protocols.

Noise

The project has the potential for noise impacts.

- Mitigation Measure NOI-1 requires the implementation of noise-avoidance protocols during construction activities.

All other resources in the IS have been determined to have less than significant or no impact on the environment without any mitigation requirements.

**Tahoe Regional Planning Agency**

The proposed project is not covered under the City/TRPA Memorandum of Understanding, and thus, TRPA environmental findings do not apply to the City permitting process. A separate application has been submitted to TRPA and requires their review and approval.

**AB 52 Tribal Consultation**

Pursuant to CEQA Guidelines and AB 52, the City initiated consultation with California Native American Tribes. A consultation letter was sent by the City on April 25, 2025, to the following tribes:

- United Auburn Indian Community
- Washoe Tribe of California and Nevada
- Susanville Indian Rancheria
- Wilton Rancheria

The City did not receive any consultation requests.

## PUBLIC NOTICE AND PUBLIC COMMENTS

On April 3, 2026, the City initiated the public review period for the Initial Study/Mitigated Negative Declaration (IS/MND) by publishing a Notice of Intent and Notice of Availability in the Tahoe Daily Tribune. However, due to a typographical error in the conclusion of the public review period, the City reinitiated the public review period for the IS/MND, beginning on May 1, 2026, with the public review ending on June 1, 2026. All comments previously submitted to the City on the IS/MND were accepted, and the Final IS/MND and all comments on it will be provided to the decisionmaker for its consideration.

The City on May 19, 2026, mailed a notice of a public hearing to all affected properties within 300 feet of the project site, providing the date, time, and location of the June 11,

2026, Planning Commission meeting, at which the Planning Commission will consider the Tahoe Keys Marina Redevelopment Project.

In addition, the City published a notice of a public hearing of the date, time, and location of the June 11, 2026, Planning Commission meeting in the Tahoe Daily Tribune on May 29, 2026

The Development Services Department is the custodian of the documents or other material which constitute the record of proceedings upon which the Planning Commission's decision is based and can be found at 1052 Tata Lane, South Lake Tahoe, California, 96150.

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## FINANCIAL IMPLICATIONS

Approving a design review permit, granting a special use permit, and a variance for the Tahoe Keys Marina Redevelopment Project will not have any financial implications for the City. Moreover, with the redevelopment of the marina and an increase in retail and commercial services to the public, the City is expected to potentially receive increased revenue from sales tax.

## POLICY IMPLICATIONS

There are no policy implications from approving a design review, a special use permit, or granting a variance. Pursuant to this staff report, the proposed use is consistent with land use and zoning designations and is consistent with various General Plan policies promoting the upgrading and expansion of existing commercial and business properties within the city limits.

# Resolution 2026-XX

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

**June 11, 2026**

**ADOPT THE TAHOE KEYS MARINA REDEVELOPMENT RPOJECT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (SCH #2026040227) AND APPROVE THE MAJOR DESIGN REVIEW, SPECIAL USE PERMIT, AND VARIANCE, FILE #DR25-007**

## BACKGROUND

A. On May 8, 2025, the City of South Lake Tahoe Planning Division received an application from the Tahoe Keys SMI DE LLC for a proposed project to redevelop and modernize the Tahoe Keys Marina property.

B. In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15070, an Initial Study was prepared for the proposed project in compliance with CEQA.

C. In accordance with Government Code Section 65352, the City prepared and published a Notice of Availability and Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed project and circulated the Initial Study for public review on April 3, 2026.

D. On April 4, 2026, the Notice of Availability, Notice of Intent, Notice of Completion, and the IS/MND were posted on the website of the Office of Land Use and Climate Innovation (SCH # 2062040227), and circulated to State agencies.

E. Due to a typographical error in the conclusion of the public review period, the City reintitiated the public review period of the Initial Study/Mitigated Negative Declaration and published a revised Notice of Availability and Notice of Intent on May 1, 2026, with a public review period ending June 1, 2026. All comments previously submitted to the City on the IS/MND were accepted.

F. On May 19, 2026, the City mailed a notice of a public hearing to all affected properties within 300 feet of the project area, providing the date, time, and location

of the June 11, 2026, Planning Commission meeting, at which the Planning Commission will consider the Tahoe Keys Marina Redevelopment Project.

G. On June May 29, 2026, the City published a notice of a public hearing of the date, time, and location of the June 11, 2026, Planning Commission meeting in the Tahoe Daily Tribune, a newspaper of general circulation in the City of South Lake Tahoe.

**H.** The City of South Lake Tahoe Planning Commission conducted a duly noticed public hearing on June 11, 2026, took public comment, and deliberated.

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

1. Finds that the Initial Study/Mitigated Negative Declaration reflects the City's independent judgment and analysis.
2. Finds, on the basis of the whole record before it (including the IS/MND and any comments received), that there is no substantial evidence that the proposed Tahoe Keys Marina Redevelopment Project will have a significant effect on the environment.
3. Finds that the proposed Tahoe Keys Marina Redevelopment Project will not result in a safety hazard or noise problem for persons using the Lake Tahoe Airport or for persons residing or working in the project area.
4. The Development Services Department is the custodian of the documents or other material that constitute the record of proceedings upon which the Planning Commission's decision is based and can be found at 1052 Tata Lane, South Lake Tahoe, California, 96150.
5. Finds that the lesser improvements will lessen the environmental impact, will enhance traffic safety for vehicles and pedestrians, and will substantially meet the intent of City Code Section 6.10.350.A for reduced driveway width.
6. Finds that there is adequate off-street parking as determined by the parking analysis, that the environmental impact will be lessened by the reduction in parking spaces, that the safety of other vehicles and pedestrians will be enhanced by the lesser requirement, and that the parking analysis evaluated different peak periods, determined that the parking demand did not overlap, and that the parking facility will meet peak demand.
7. Finds that due to special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the regulation deprives such property of privileges enjoyed by other properties in the vicinity and under an identical plan area.

8. Finds the foregoing recitals are true and correct and are made part of this resolution.
9. Adopts the Tahoe Keys Marina Redevelopment Project Initial Study/Mitigated Negative Declaration and the mitigation and monitoring reporting program, or MMRP.
10. Approves the Major Design Review, Special Use Permit, and Variance, File #DR25-007

Adopted by the City of South Lake Tahoe Planning Commission on June 11, 2026, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Julia Lucksinger, Chair

Attest:

_____
Micelle Davis, Assistant 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.*

# TAHOE KEYS MARINA REDEVELOPMENT

## EL DORADO COUNTY , CALIFORNIA

CIVIL ENGINEER

NCE

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Reno Tahoe Geo Associates, Inc.
CONSULTING CIVIL ENGINEERS

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Reno, Nevada 89521
(775) 853-9100

ARCHITECT

CATHEXES

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Reno, Nevada 89501
(775) 329-3341

LANDSCAPE ARCHITECT

DESIGNWORKSHOP

128 Market Street, Suite 3E
Stateline, Nevada 89449
(775) 588-5929

OWNER

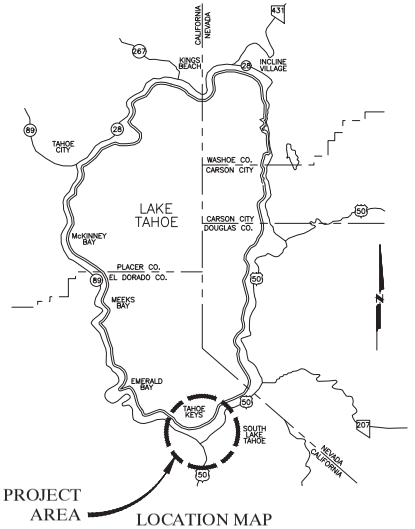
SUNTEX MARINAS

TAHOE KEYS SMI, LLC

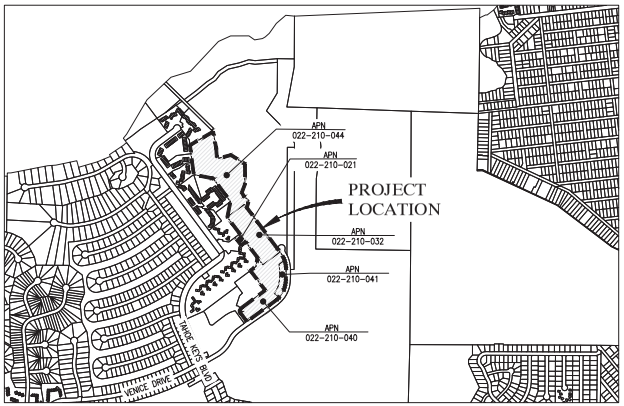
17330 Preston Road #220a
Dallas, Texas 75252
(213) 814-8829

PROJECT SITE

2435 Venice Drive East
South Lake Tahoe, CA 96150




LOCATION MAP
NOT TO SCALE

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REGISTERED PROFESSIONAL ENGINEER
WILLIAM R. CALLOW
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12/10/2025

TAHOE KEYS MARINA REDEVELOPMENT

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17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

PROJECT NO: 1259.01.25
DESIGNED BY: SC
DRAWN BY: AM
CHECKED BY: FH DATE 10/30/2025
DATE: 12/09/2025


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SHEET TITLE

TITLE SHEET

DRAWING G1.1

SHEET 1 OF 85


P:\K-Active Projects\Suntex Marinas - 1259\1259.01.25 - Tahoe Keys Marina Redevelopment\CAD Redev\Sheets\2000 - Title.dwg | Layout: G1.1 | Printed: Dec 09, 2025 @ 3:14pm | G.Tr.24.fx (LMS Tech)

## GENERAL NOTES:

1. THE OWNER HAS PROVIDED FIELD REFERENCE POINTS AS SHOWN IN THE DRAWINGS. ALL ADDITIONAL SURVEY STAKING, INCLUDING OFFSETS, MUST BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OTHER CONSTRUCTION SURVEYING FOR THIS PROJECT. ALL CONSTRUCTION SURVEYING SHALL BE MADE UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, WHO SHALL BE DESIGNATED AS THE PROJECT SURVEYOR. THE CONTRACTOR SHALL PROVIDE THE NAME, LICENSE NUMBER, AND CONTACT INFORMATION OF THE PROJECT SURVEYOR TO THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. LIMITS FOR ALL ITEMS OF WORK AND THE RESULTING TREATMENT LENGTH/AREAS MAY VARY FROM THOSE SHOWN ON THE DRAWINGS.
2. THE OWNER WILL PROVIDE INITIAL TESTING AND INSPECTION OF WORK AND MATERIAL AT OWNER'S EXPENSE. THE COST OF TESTING AND INSPECTING THE REMOVAL AND/OR REPLACEMENT OF ANY DEFECTIVE WORK OR MATERIAL IS THE RESPONSIBILITY OF THE CONTRACTOR. SUCH COSTS WILL BE DEDUCTED FROM ANY MONEYS DUE OR WHICH MAY BECOME DUE TO THE CONTRACTOR.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE DOUGLAS COUNTY DESIGN CRITERIA AND IMPROVEMENT STANDARDS (LATEST EDITION) AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION UNLESS NOTED OTHERWISE IN THESE PLANS, CONTRACT DOCUMENTS OR SPECIAL PROVISIONS.
4. STANDARD WORK DAYS SHALL BE MONDAY THROUGH FRIDAY. NOISE GENERATING ACTIVITIES WILL BE LIMITED TO THE HOURS OF 8:00 AM TO 6:30 PM. NOISE SHALL BE REDUCED BY THE MANDATORY USE OF MUFFLERS ON ALL CONSTRUCTION VEHICLES AND EQUIPMENT. WHERE FEASIBLE, SOLENOIDAL PAVEMENT BREAKERS SHALL BE USED IN LIEU OF AIR POWERED JACK HAMMERS.
5. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS SHOWING "AS-BUILT" INFORMATION INCLUDING UTILITY CONNECTIONS AND LOCATIONS.
6. PLEASE SEE ARCHITECT'S PLANS AND LANDSCAPE ARCHITECT'S PLANS FOR ADDITIONAL INFORMATION.

## UTILITIES:

1. UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE. WHERE EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AND ALL AFFECTED UTILITY COMPANIES TO LOCATE ALL BURIED UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR RELOCATION OF UTILITIES AS REQUIRED BY THE WORK. THE UTILITY COMPANIES WILL PERFORM ALL RELOCATION WORK AT NO COST TO THE CONTRACTOR, PROVIDED THAT NO CONTRACTOR CAUSED DAMAGE TO UTILITIES HAS OCCURRED DUE TO CONTRACTOR NEGLIGENCE.
2. ALL UTILITIES IMPACTED BY IMPROVEMENTS SHALL BE RAISED, LOWERED, OR RELOCATED TO ACCOMMODATE THE CONSTRUCTION OF THOSE IMPROVEMENTS. CHANGES TO THE DESIGN OF IMPROVEMENTS AS A RESULT OF THESE UTILITY CONFLICTS MUST IMMEDIATELY BE REPORTED TO THE PROJECT ENGINEER, AND THE ALTERATION TO THE DESIGN MUST BE APPROVED BY THE PROJECT ENGINEER.
3. WATER LINE INSTALLATION NOTES:
   A. DISINFECTION AND COLIFORM TESTING PER AWWA C651-13.
   B. PRESSURE TESTING PER AWWA C600.
   C. ANY OPEN WATER LINES SHALL BE CAPPED AT THE END OF EACH DAY.
   D. ALL MATERIALS THAT COME IN CONTACT WITH THE WATER SYSTEM SHALL BE ANSI/NSF 61 CERTIFIED LEAD FREE.

## SURVEY:

1. BASIS OF BEARING:
   THE BASIS OF BEARING FOR THIS SURVEY IS NAD83 CALIFORNIA ZONE 2, USING A GRID TO GROUND COMBINED SCALE FACTOR OF 1.000376320. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
2. BASIS OF ELEVATIONS:
   DATUM: LAKE TAHOE
   PROJECT BENCHMARK = WATER ELEVATION ON OCTOBER 27, 2021 HAVING AN ELEVATION OF 6223.52

## TEMPORARY EROSION, SEDIMENT, & POLLUTION CONTROL NOTES

1. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMPS) IN ACCORDANCE WITH THE CASQA STORMWATER BMP CONSTRUCTION HANDBOOK DATED AUGUST 2023, IF APPLICABLE, THE TEMPORARY EROSION, SEDIMENT AND POLLUTION CONTROL NOTES AND DETAILS INCLUDED IN THIS PLAN SET, OR AS DIRECTED BY THE ENGINEER, OR TRPA IN THE FIELD.
2. GRADING, EXCAVATION, BACKFILLING AND CLEARING OF VEGETATION OR OTHER DISTURBANCE OF SOIL SHALL NOT OCCUR BETWEEN OCTOBER 15 AND MAY 1.
3. ALL CONSTRUCTION SITES SHALL BE WINTERIZED BY OCTOBER 15 TO REDUCE THE WATER QUALITY IMPACTS ASSOCIATED WITH WINTER WEATHER PER TRPA CODE CHAPTER 33.3.1.D.
4. THE PROJECT SITE AND ALL TEMPORARY BMPS SHALL BE INSPECTED BY QUALIFIED PERSONNEL BEFORE AND AFTER EACH STORM EVENT AND DAILY DURING CONSTRUCTION WORK.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE TEMPORARY BMPS ARE INSTALLED IN ALL AREAS NECESSARY TO COMPLY WITH PERMITS AND REQUIREMENTS AND THAT THEY ARE MAINTAINED AT ALL TIMES.
6. DUST CONTROL
   a. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DUST CONTROL PERMIT, AS NEEDED, AND WILL COMPLY WITH ALL DUST CONTROL REQUIREMENTS.
   b. AT A MINIMUM THE CONTRACTOR SHALL PROVIDE A WATER TRUCK TO WATER AREAS AS NECESSARY TO CONTROL DUST.
   c. STOCKPILES AND LOOSE SOIL MOUNDS SHALL BE PROTECTED FROM WIND OR WATER EROSION BY BEING APPROPRIATELY PROTECTED OR COVERED WHEN CONSTRUCTION IS NOT IN ACTIVE PROGRESS OR WHEN REQUIRED BY TRPA.
   d. ALL PROJECT RELATED VEHICLES SHALL PARK ON EXISTING PAVED SURFACES.
7. VEGETATION PROTECTION
   a. ALL TREES AND NATURAL VEGETATION SHALL NOT BE DISTURBED, INJURED OR REMOVED EXCEPT AS SPECIFICALLY CALLED FOR IN THIS PLAN SET AND TRPA CODE CHAPTER 33.6.
   b. TREES SHALL NOT BE USED FOR THE PURPOSE OF SIGN POSTS, TELEPHONE WIRES OR TEMPORARY POWER, BRACING FOR FORMS OR OTHER SIMILAR TYPES OF USES PER TRPA CODE CHAPTER 33.6.7.
   c. VEGETATION PROTECTION FENCING SHALL BE CONSTRUCTED WITH METAL POSTS, INDUSTRY STANDARD ORANGE MESH FENCING, AND AT LEAST 4 FEET TALL, UNLESS AN ALTERNATIVE METHOD IS APPROVED BY THE ENGINEER OR TRPA.
8. EROSION CONTROL
   a. MINIMIZE DISTURBED AREAS AND PROTECT NATURAL FEATURES AND SOIL.
   b. PHASE CONSTRUCTION ACTIVITY WHEN FEASIBLE.
   c. CONTROL STORMWATER FLOWING ONTO AND THROUGH THE PROJECT SITE.
   d. DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICABLE AFTER CONSTRUCTION ACTIVITIES AT THAT LOCATION HAVE CEASED.
   e. NO STAGING OF MATERIALS IS ALLOWED OUTSIDE OF THE CONSTRUCTION LIMITS/AREA OF BMPs SHOWN ON THE PLANS.
   f. ONLY EQUIPMENT OF A SIZE AND TYPE THAT WILL DO THE LEAST AMOUNT OF DAMAGE, UNDER PREVAILING SITE CONDITIONS, AND CONSIDERING THE NATURE OF THE WORK TO BE PERFORMED, SHALL BE USED.
9. SEDIMENT CONTROL
   a. STORM DRAIN INLETS SHOULD BE PROTECTED AT ALL TIMES UTILIZING PER THE INLET FIBER ROLL PROTECTION DETAIL.
   b. SILT FENCE OR FIBER ROLLS SHOULD BE USED AS SEDIMENT CONTROLS FOR THE PROJECT SITE AS DIRECTED BY THE ENGINEER AND TRPA IN THE FIELD.
   c. FIBER ROLLS USED FOR INLET PROTECTION SHOULD BE DISPOSED OF PROPERLY AND NOT REUSED.
   d. EXCAVATED MATERIAL SHALL BE STORED UPGRADE FROM THE EXCAVATED AREA WHENEVER POSSIBLE. NO MATERIAL SHALL BE STORED IN ANY STREAM ENVIRONMENT ZONE OR WET AREA.
   e. SOIL AND CONSTRUCTION MATERIAL SHALL NOT BE TRACKED OFF THE CONSTRUCTION SITE. GRADING OPERATIONS SHALL CEASE IN THE EVENT THAT A DANGER OF VIOLATING THIS CONDITION EXISTS.
   f. STREET SWEEPING SHALL BE PERFORMED AS NEEDED TO KEEP TRAVELED WAYS FREE OF SEDIMENT (TYPICALLY DAILY).
10. POLLUTION CONTROL
   a. NO WASHING OF VEHICLES OR HEAVY EQUIPMENT, INCLUDING CONCRETE MIXERS, SHALL BE PERMITTED ANYWHERE ON THE SUBJECT PROPERTY UNLESS AUTHORIZED BY TRPA IN WRITING.
   b. DISPOSAL OF ANY EXCAVATED OR WASTE MATERIAL (LIQUID OR SOLID) SHALL BE TO A SITE OUTSIDE THE TAHOE BASIN OR A LOCATION APPROVED BY TRPA IN WRITING.
   c. STAGING AREAS SHOULD BE CLEARLY DELINEATED BY THE CONTRACTOR AND APPROVED BY TRPA PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
   d. THE CONTRACTOR SHALL DEVELOP AND HAVE A SPILL PREVENTION AND RESPONSE PLAN WITH SPILL RESPONSE MATERIALS ONSITE AT ALL TIMES.
11. TEMPORARY BMPs SHALL BE INSTALLED AND MAINTAINED PRIOR TO EXCAVATION AND DURING ALL PHASES OF THE PROPOSED PROJECT.
12. PROJECT CONSTRUCTION SHALL BE PHASED TO MINIMIZE THE AMOUNT OF DISTURBED SOILS EXISTING AT ONE TIME. ADDITIONALLY ALL EXISTING TREATMENT FACILITIES SHALL BE FITTED WITH TEMPORARY BMPs TO PREVENT THE TRANSPORT OF SEDIMENT DURING STORM EVENTS DURING CONSTRUCTION.
13. TEMPORARY EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL SITE IS STABILIZED.
14. CLEAN VEHICLES/MACHINERY TO REMOVE ANY NEW INVASIVE WEEDS.
15. CONCRETE WASTE MANAGEMENT SHALL COMPLY WITH WM-8 PER THE CASQA STORMWATER BMP HANDBOOK.
16. ADDITIONAL TEMPORARY BMPS SHALL BE IMPLEMENTED AS NEEDED TO PROTECT WATER QUALITY.

## ABBREVIATIONS

NOT ALL ABBREVIATIONS LISTED ARE USED IN THESE PLANS

| | | | | | |
|---|---|---|---|---|---|
| AB | AGGREGATE BASE | IE | INVERT ELEVATION | TBC | TOP BACK OF CURB |
| AC | ASPHALT CONCRETE | ID | INSIDE DIAMETER | TC | TOP OF CURB |
| A/G | ABOVE GROUND | IN OR " | INCH | TS | TOP OF STAIRS |
| @ | AT | INT | INTERSECTION | TW | TOP OF WALL |
| APPROX | APPROXIMATE | IRR | IRRIGATION | TYP | TYPICAL |
| ASS'Y | ASSEMBLY | | | | |
| AVG | AVERAGE | LT.L | LEFT | UGE | UNDERGROUND ELECTRIC |
| AWWA | AMERICAN WATER WORKS ASSOCIATION | LEN | LENGTH | UGT | UNDERGROUND TELEPHONE |
| | | LF | LINEAR FEET | U/G | UNDERGROUND |
| BC | BEGIN CURVE | LP | LOW POINT | | |
| BMP | BEST MANAGEMENT PRACTICES | LS | LUMP SUM | VC | VERTICAL CURVE |
| BOW | BACK OF WALK | | | VG | VALLEY GUTTER |
| BS | BOTTOM OF STAIRS | MFGR | MANUFACTURER | | |
| BSP | BLACK STEEL PIPE | MH | MANHOLE | W | WATER |
| BW | BOTTOM OF WALL | MAX | MAXIMUM | WL | WATER LINE |
| BVC | BEGIN VERTICAL CURVE | MDD | MAXIMUM DRY DENSITY | W | WEST |
| | | MJ | MECHANICAL JOINT | W/ | WITH |
| C&G | CURB AND GUTTER | MI | MILE | WM | WATER METER |
| CB | CATCH BASIN | MIN | MINIMUM | | |
| CF | CUBIC FEET | MISC | MISCELLANEOUS | | |
| CL | CENTERLINE | MVC | MIDDLE OF VERTICAL CURVE | | |
| CLR | CLEAR | | | | |
| CMP | CORRUGATED METAL PIPE | N | NORTH, NORTHING | | |
| CO | CLEAN OUT | NEC | NATIONAL ELECTRICAL CODE | | |
| COMM | COMMUNICATION | NIC | NOT IN CONTRACT | | |
| CONC | CONCRETE | NTS | NOT TO SCALE | | |
| CONST | CONSTRUCT | # OR NO | NUMBER | | |
| CP | CONTROL POINT | | | | |
| CY | CUBIC YARD | OC | ON CENTER | | |
| | | OG | ORIGINAL GRADE | | |
| ° OR DEG | DEGREE(S) | OWS | OIL/WATER SEPARATOR | | |
| DI | DROP INLET | | | | |
| ø OR DIA | DIAMETER | ± | PLUS OR MINUS | | |
| DI | DUCTILE IRON | PCC | PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVE | | |
| DWG | DRAWING | PE | PERMANENT EASEMENT | | |
| DW OR DWY | DRIVEWAY | PL | PROPERTY LINE | | |
| | | POS | POSITIVE | | |
| E | EAST, EASTING | PRC | POINT OF REVERSE CURVE | | |
| EA | EACH | PSI | POUNDS PER SQUARE INCH | | |
| EASE | EASEMENT | PT | POINT | | |
| EC | END OF CURVE | PTC | PERMISSION TO CONSTRUCT | | |
| EG | EXISTING GRADE | PUE | PUBLIC UTILITY EASEMENT | | |
| ELEC | ELECTRIC | PVC | POLYVINYL CHLORIDE | | |
| EP | EDGE OF PAVEMENT | PVI | POINT OF VERTICAL INTERSECTION | | |
| EL | ELEVATION | PVMT | PAVEMENT | | |
| EVC | END OF VERTICAL CURVE | | | | |
| EX | EXISTING | R | RADIUS | | |
| | | RCP | REINFORCED CONCRETE PIPE | | |
| FCA | FLANGE COUPLING ADAPTER | REVEG | REVEGETATION | | |
| FH | FIRE HYDRANT | RT./R | RIGHT | | |
| FG | FINISH GRADE | R/W, ROW | RIGHT-OF-WAY | | |
| FFC | FRONT FACE CURB | | | | |
| FES | FLARED END SECTION | S | SLOPE, SOUTH | | |
| FL | FLOWLINE | SCH | SCHEDULE | | |
| FLG | FLANGED | SD | STORM DRAIN | | |
| FT OR ' | FOOT, FEET | SDR | STANDARD DIMENSION RATIO | | |
| FV | FLUSH VALVE | SDMH | STORM DRAIN MANHOLE | | |
| | | SF | SQUARE FOOT/FEET | | |
| G | GAS | SHT | SHEET | | |
| GV | GATE VALVE | SSMH | SANITARY SEWER MANHOLE | | |
| GB | GRADE BREAK | SSCO | SANITARY SEWER CLEAN OUT | | |
| GSP | GALVANIZED STEEL PIPE | SS | SANITARY SEWER, STAINLESS STEEL | | |
| | | STA | STATION | | |
| HP | HIGH POINT | STD | STANDARD | | |
| HOR | HORIZONTAL | SW | SIDEWALK | | |
| HDPE | HIGH DENSITY POLYETHYLENE | SY | SQUARE YARD | | |
| HMAC | HOT MIXED ASPHALT CONCRETE | | | | |

## LEGEND

### PROPOSED FEATURES

- 5040 — MAJOR CONTOUR
- 5041 — MINOR CONTOUR
- EDGE OF PAVEMENT
- SAWCUT
- SETBACK LINE
- 6"W — WATER LINE
- FIRE HYDRANT
- GATE VALVE
- 4"SD — STORM DRAIN PIPE
- AREA DRAIN
- TRENCH DRAIN
- 6"SS — SANITARY SEWER PIPE
- SSCO — SANITARY SEWER CLEANOUT
- GREASE TRAP
- SANITARY SEWER MANHOLE
- 2"G — GAS LINE
- E — UNDERGROUND ELECTRIC
- FILTER FABRIC FENCE/SILT FENCE
- X — CONSTRUCTION FENCING
- TREE PROTECTION FENCING
- SILT ROLL / FIBER ROLL
- PORTLAND CEMENT CONCRETE
- AC PAVEMENT
- REMOVE PCC
- REMOVE AC
- INFILTRATION BASIN
- TREE REMOVAL
- 0.20% — SLOPE INDICATORS
- SEWER/WATER CROSSING SPECIAL CONSTRUCTION AREA
- TURBIDITY CURTAIN

### EXISTING FEATURES

- 5040 — MAJOR CONTOUR
- MINOR CONTOUR
- EDGE OF PAVEMENT
- W — WATER LINE
- SS — SANITARY SEWER PIPE
- SD — STORM DRAIN PIPE
- E — UNDERGROUND ELECTRIC
- GAS — GAS LINE
- OHU — OVERHEAD UTILITY
- T — UNDERGROUND TELEPHONE
- U — UNDERGROUND UTILITY
- DRAINAGE CHANNEL FLOWLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- SURVEY MONUMENT
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- 5040.60 + EP — POINT ELEVATION W/DESCRIPTOR
- FIRE HYDRANT
- FREE STANDING FIRE DEPT. CONNECTION
- FLUSH INLET FIRE DEPT. CONNECTION
- GATE VALVE
- LIGHT POLE
- AC PAVEMENT
- 22"P — TREE WITH DIAMETER AND TYPE

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NOT FOR CONSTRUCTION
DATE: 12-09-2025

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REGISTERED PROFESSIONAL ENGINEER — ELLIS R. CALLOWAY — NO. C 82189 — EXP. 05/31/26 — CIVIL — STATE OF CALIFORNIA
12/10/2025

TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

PROJECT NO: 1259.01.25
DESIGNED BY: SC
DRAWN BY: AM
CHECKED BY: FH DATE: 10/30/2025
DATE: 12/09/2025


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SHEET TITLE

NOTES, LEGEND, AND ABBREVIATIONS

DRAWING G1.2

SHEET 2 OF 85


P:\Active Projects\Tahoe Marinas - 1259\1259.01.25 - Tahoe Keys Marina Redevelopment\CAD Redev\Sheets\2000 - Title.dwg | Layout: G1.2 | Printed: Dec 09, 2025 @ 3:14pm | ES.TSLA4.7x (ARS Twin)

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| 2 | G1.2 | NOTES, LEGEND & ABBREVIATIONS |
| 3 | G1.3 | SHEET INDEX |
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| 5 | C1.1 | BMP AND DEMO PLAN NORTH |
| 6 | C1.2 | BMP AND DEMO PLAN SOUTH |
| 7 | C2.1 | SITE AND STRIPING PLAN NORTH |
| 8 | C2.2 | SITE AND STRIPING PLAN SOUTH |
| 9 | C3.1 | GRADING AND DRAINAGE PLAN NORTH |
| 10 | C3.2 | GRADING AND DRAINAGE PLAN SOUTH |
| 11 | C3.3 | GRADING TYPICAL SECTIONS |
| 12 | C3.4 | WATER QUALITY VOLUMES NORTH |
| 13 | C3.5 | WATER QUALITY VOLUMES SOUTH |
| 14 | C4.1 | UTILITY PLAN NORTH |
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| 20 | C4.7 | STORM DRAIN PROFILE |
| 21 | C5.1 | CONSTRUCTION BMP DETAILS |
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| 23 | C5.3 | SITE DETAILS |
| 24 | C5.4 | STORM WATER QUALITY BMP DETAILS |
| 25 | C5.5 | SEWER/STORM DRAIN DETAILS |
| 26 | C5.6 | SEWER/STORM DRAIN DETAILS |
| 27 | C5.7 | WATER DETAILS |
| 28 | C5.8 | SIGNAGE AND STRIPING DETAILS |
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17330 PRESTON ROAD
#220a
DALLAS, TX 75252

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SHEET TITLE

SHEET INDEX

DRAWING G1.3

SHEET 3 OF 85

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Plot: P:\Active Projects\Tahoe Marina - 1259\1259.01.25 - Tahoe Keys Marina Redevelopment\CAD Files\Sheets\0000 - Title.dwg | Layout: G1.3 | Printed: Dec 10, 2025 @ 8:04am | By: Nick Ng (SAT User)




NORTH

0 40' 80' 160'
ORIGINAL SCALE: 1"=80'

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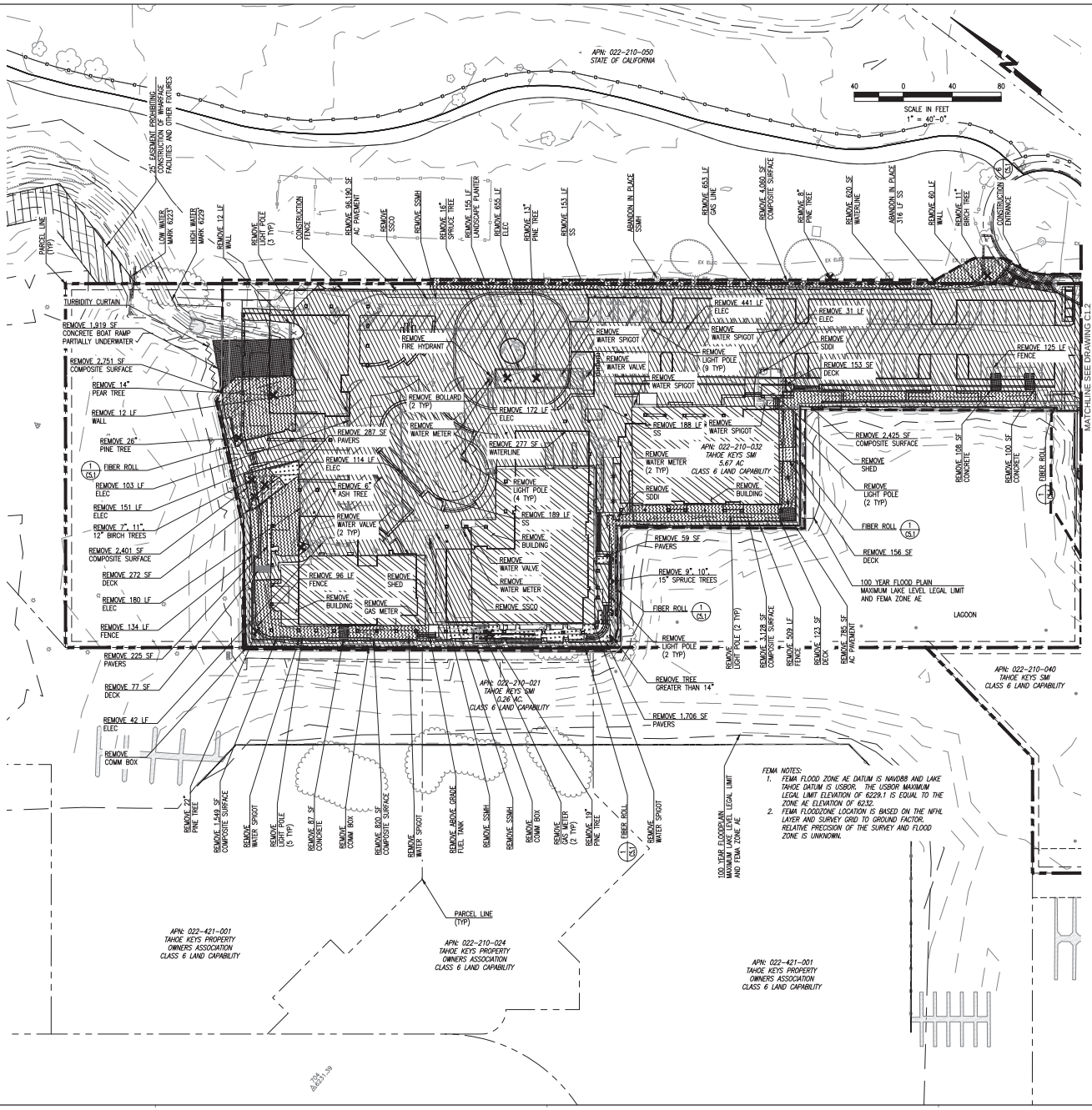
SHEET TITLE

SITE ILLUSTRATIVE PLAN

DRAWING

L0.1A

SHEET 4 OF 85




| TREE REMOVAL | |
|---|---|
| TREES TO BE REMOVED | X |
| TREE SIZE | |
| TREES > 14" | 6 |
| TREES 6"-14" | 10 |
| TOTAL | 16 |

NOTE:
TREES LESS THAN 6" NOT INCLUDED

## LEGEND

- DEMO DECK
- DEMO PAVERS
- DEMO COMPOSITE SURFACE
- DEMO AC PAVEMENT
- DEMO CONCRETE
- DEMO BUILDING
- CONSTRUCTION ENTRANCE

## GENERAL SHEET NOTES

1. SEE LANDSCAPING PLANS FOR COVERAGE CALCULATIONS.
2. CONSTRUCTION FENCING SHALL BE PLACED ON THE EXTERIOR PROJECT LIMITS.
3. ALL RUNOFF SHALL BE DIRECTED AWAY FROM THE EXISTING SEA WALL AND DISTURBANCE LIMITS INTO THE SITE. SEDIMENT BASINS SHALL BE PROVIDED AS NEEDED FOR SITE OPERATIONS AND RUNOFF CONTROL.

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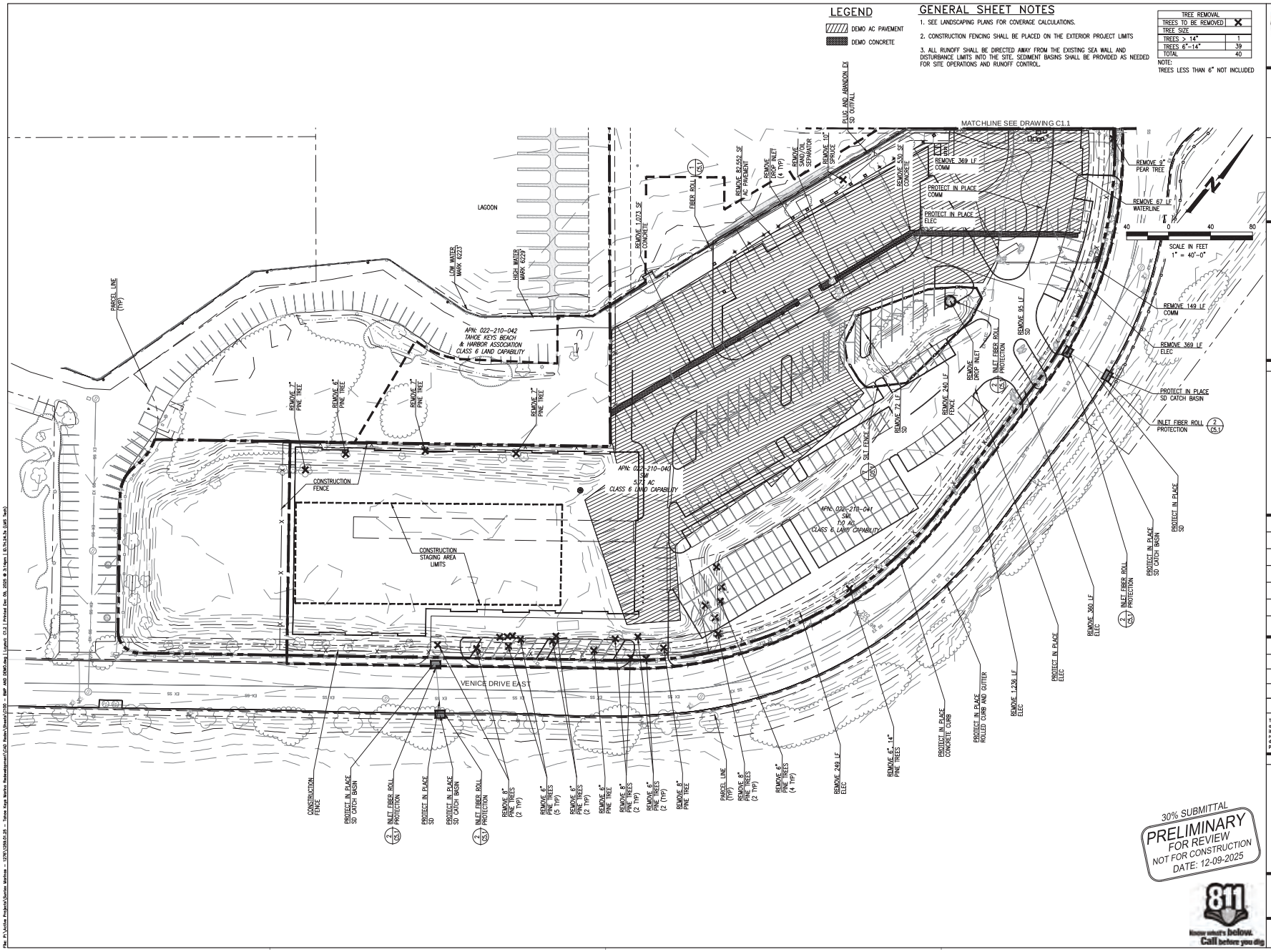
SHEET TITLE

BMP AND
DEMO PLAN
NORTH

DRAWING C1.1

SHEET 5 OF 85

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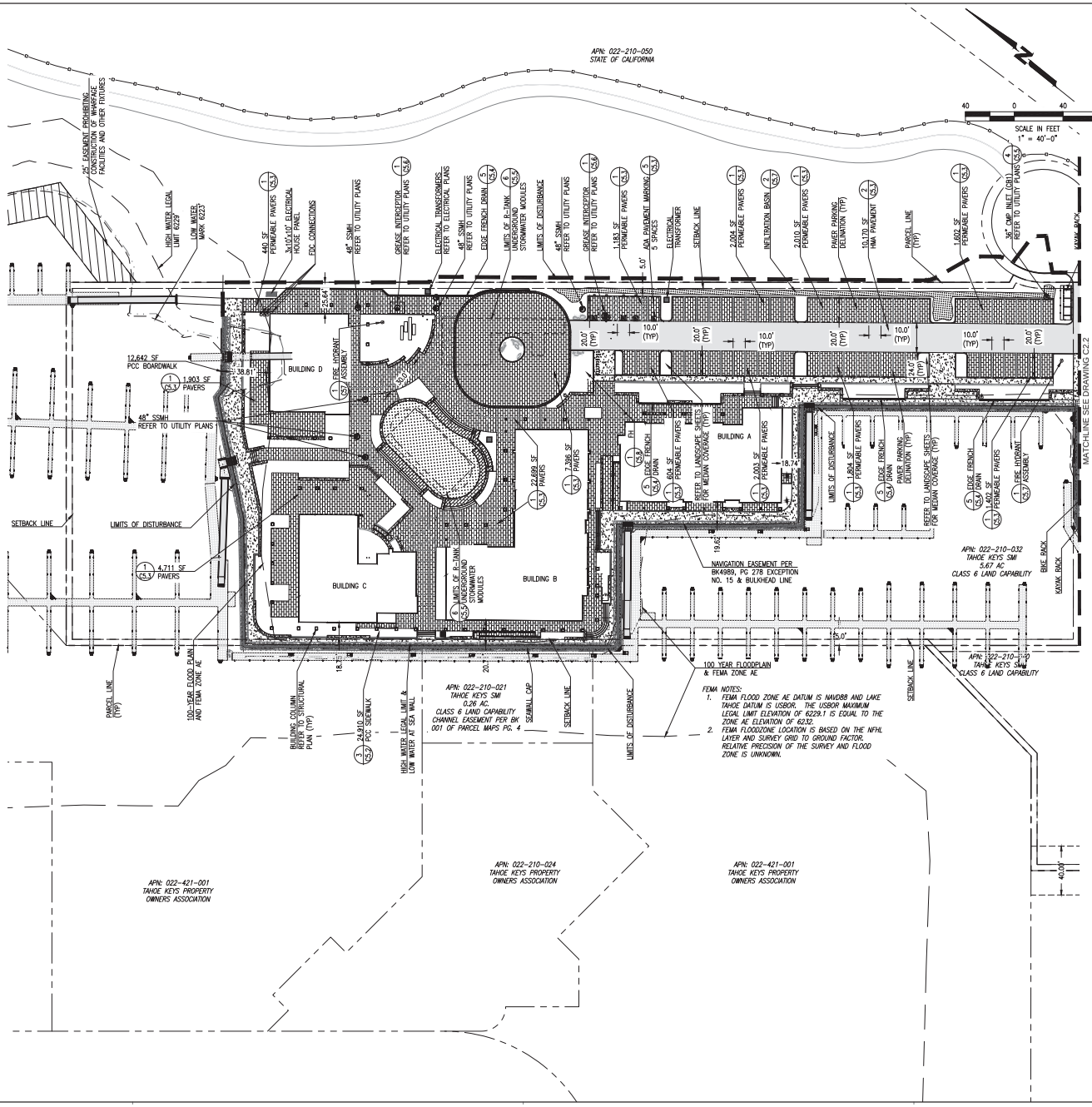
SHEET TITLE
BMP AND DEMO PLAN SOUTH

DRAWING
C1.2

SHEET 6 OF 85




## LEGEND

- HMA PAVEMENT
- PCC
- PERMEABLE PAVERS
- BMP
- DOCK

## GENERAL SHEET NOTES

1. PARKING STALLS IN PAVER AREAS SHALL BE DELINEATED WITH PAVERS OF DIFFERENTIATING COLORS OR MATERIALS.
2. SEE BMP PLANS FOR PROVIDED AND REQUIRED STORM QUALITY RUNOFF VOLUMES

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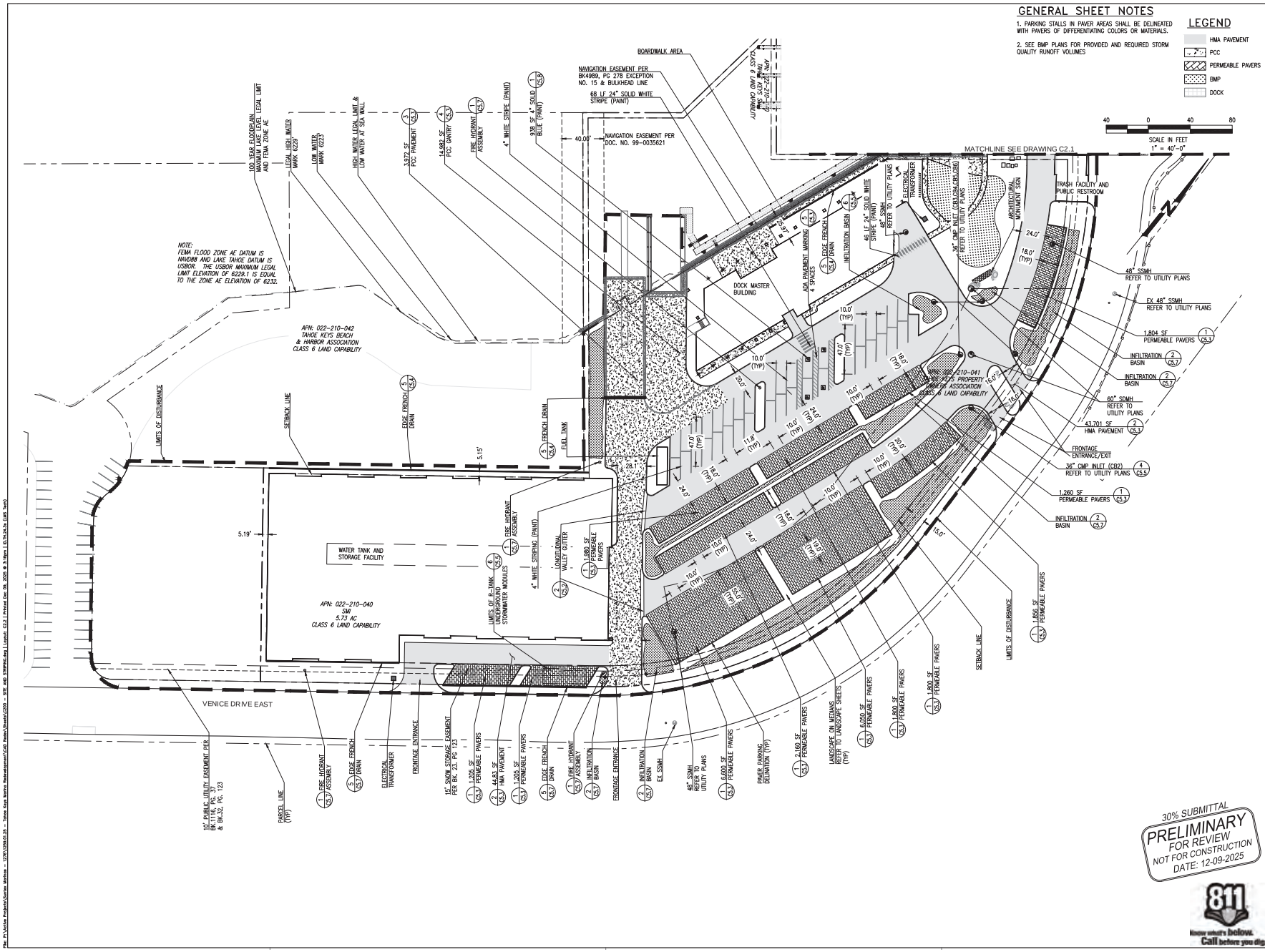
SHEET TITLE

SITE AND STRIPING PLAN NORTH

DRAWING C2.1

SHEET 7 OF 85


File: P:\Active Projects\Sunrise Marinas - 1259\1259.01.25 - Tahoe Keys Marina Redevelopment\CAD Files\Sheets\1259 - SITE AND STRIPING.dwg | Layout: C2.1 | Printed: Dec 10, 2025 @ 7:05am | D.Th.2k.Ja (LMS Tech)

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SHEET TITLE

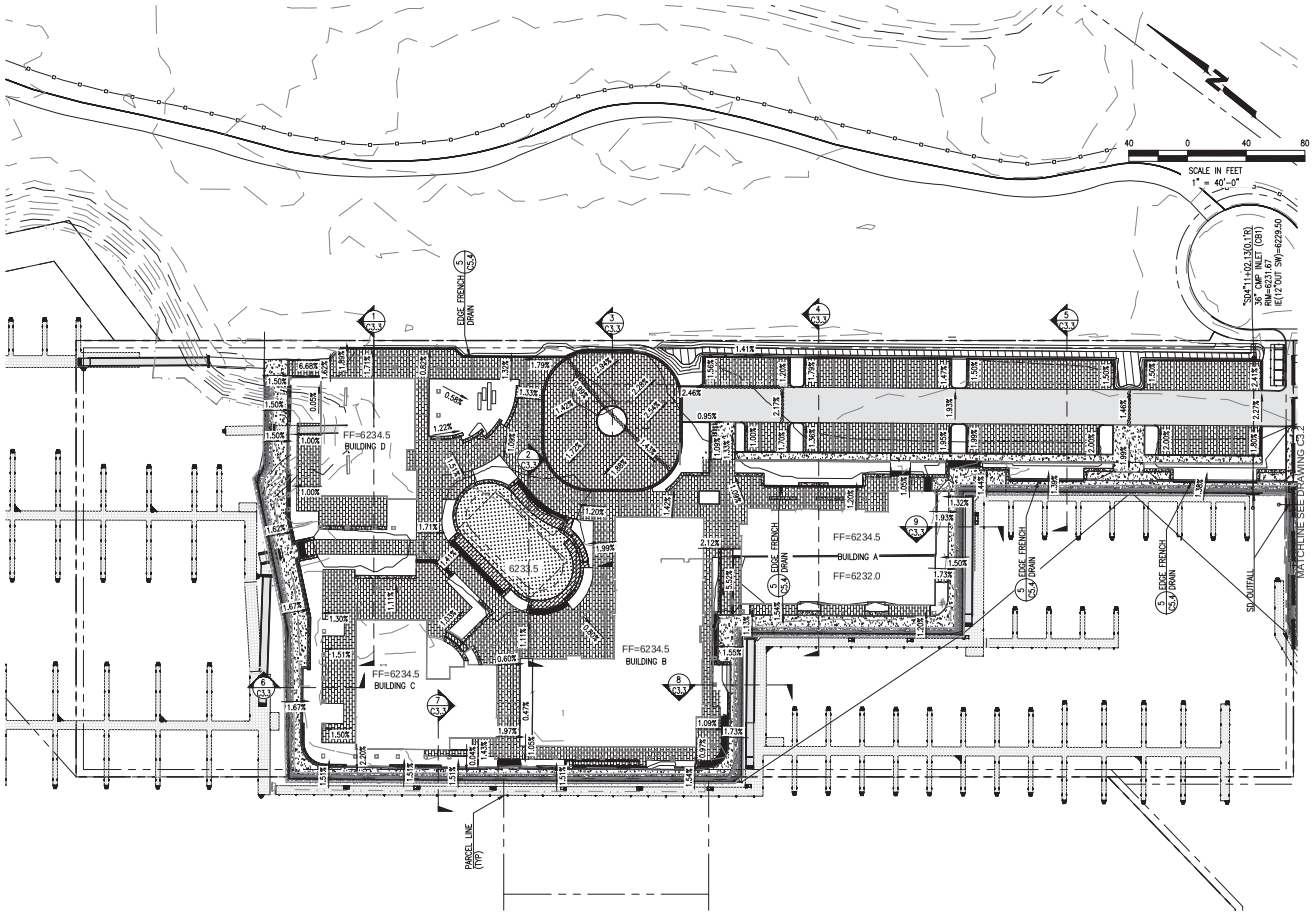
SITE AND STRIPING PLAN SOUTH

DRAWING

C2.2

SHEET 8 OF 85

| CUT/FILL REPORT | | | | | | | |
|---|---|---|---|---|---|---|---|
| VOLUME SUMMARY | | | | | | | |
| NAME | TYPE | CUT FACTOR | FILL FACTOR | AREA (SQ FT) | CUT (CU. YD) | FILL (CU. YD) | NET (CU. YD) |
| FG VOLUME | FULL | 1.00 | 1.00 | 348,095.84 | 7,956.26 | 11,508.55 | 3,552.30(FILL) |





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SHEET TITLE

GRADING AND DRAINAGE PLAN NORTH

DRAWING

C3.1

SHEET 9 OF 85

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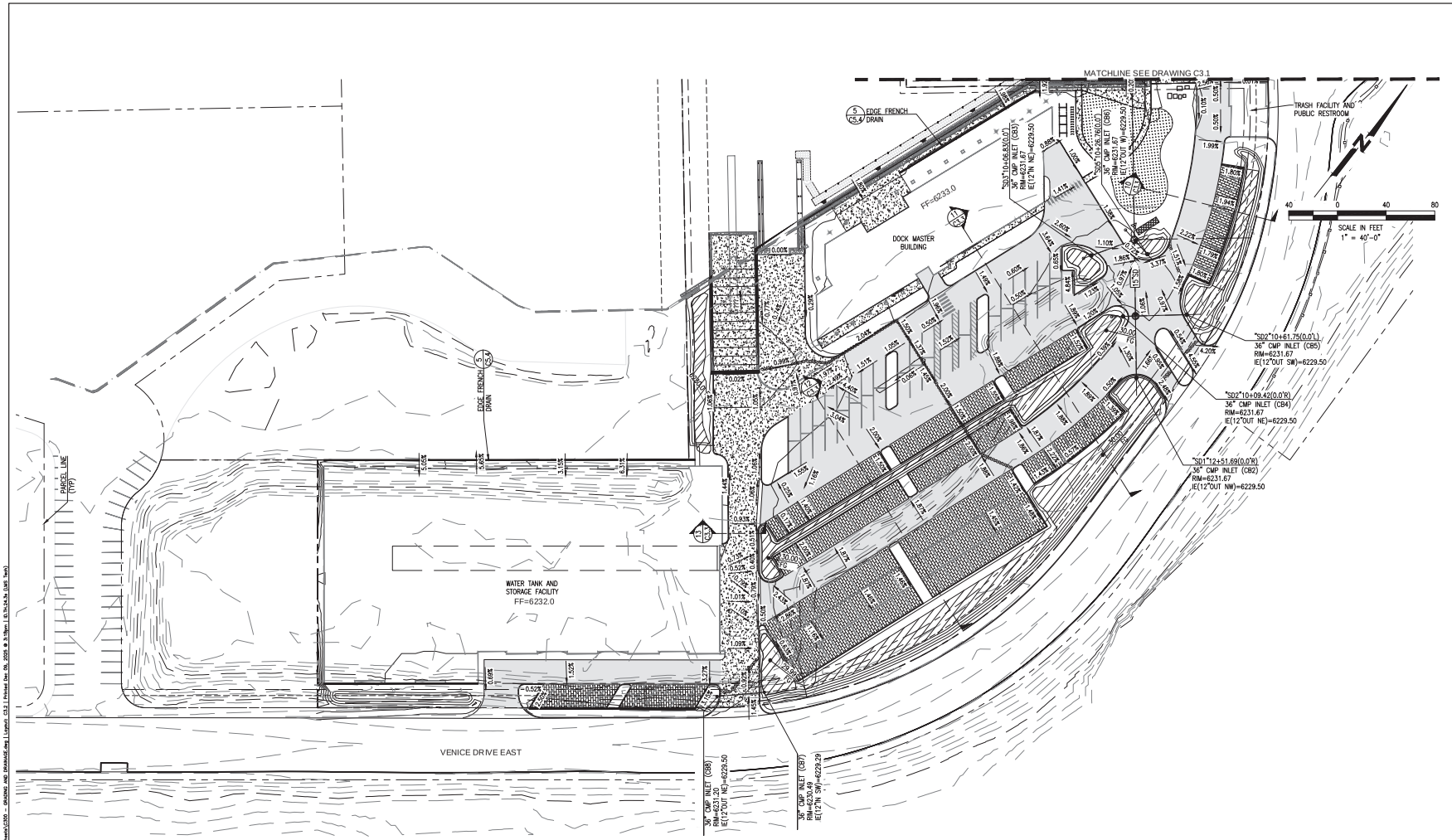


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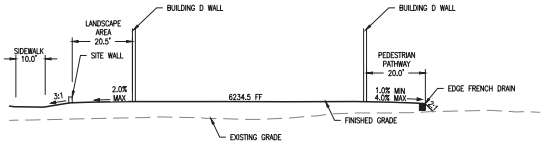
SHEET TITLE

GRADING AND DRAINAGE PLAN SOUTH

DRAWING C3.2

SHEET 10 OF 85

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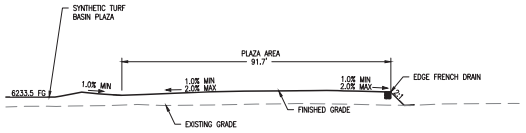


2 C3.3 NORTH DESIGN SECTION 2
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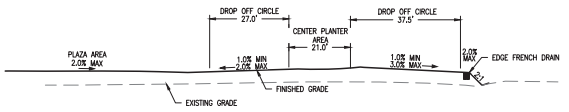


3 C3.3 NORTH DESIGN SECTION 3
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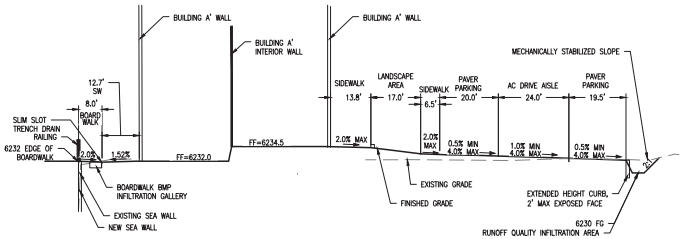


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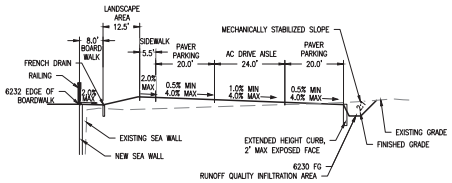


5 C3.3 NORTH DESIGN SECTION 5
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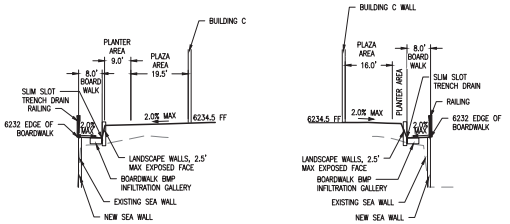
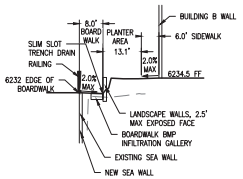



6 C3.3 NORTH DESIGN SECTION 6
NTS




7 C3.3 NORTH DESIGN SECTION 7
NTS

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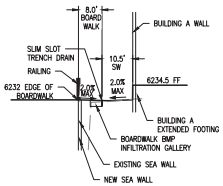


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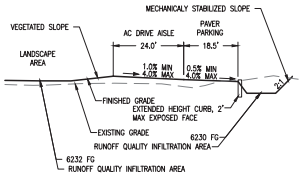


10 C3.3 SOUTH DESIGN SECTION 1
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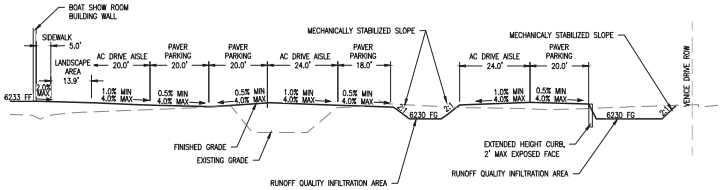


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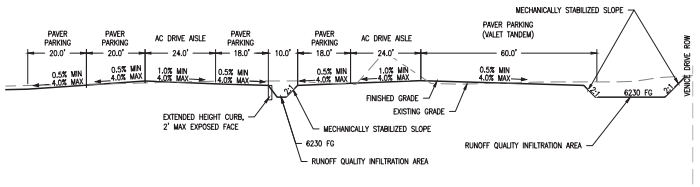


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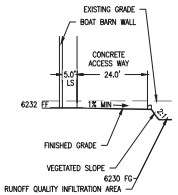


13 C3.3 SOUTH DESIGN SECTION 4
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GRADING
TYPICAL
SECTIONS

DRAWING C3.3

SHEET 11 OF 85

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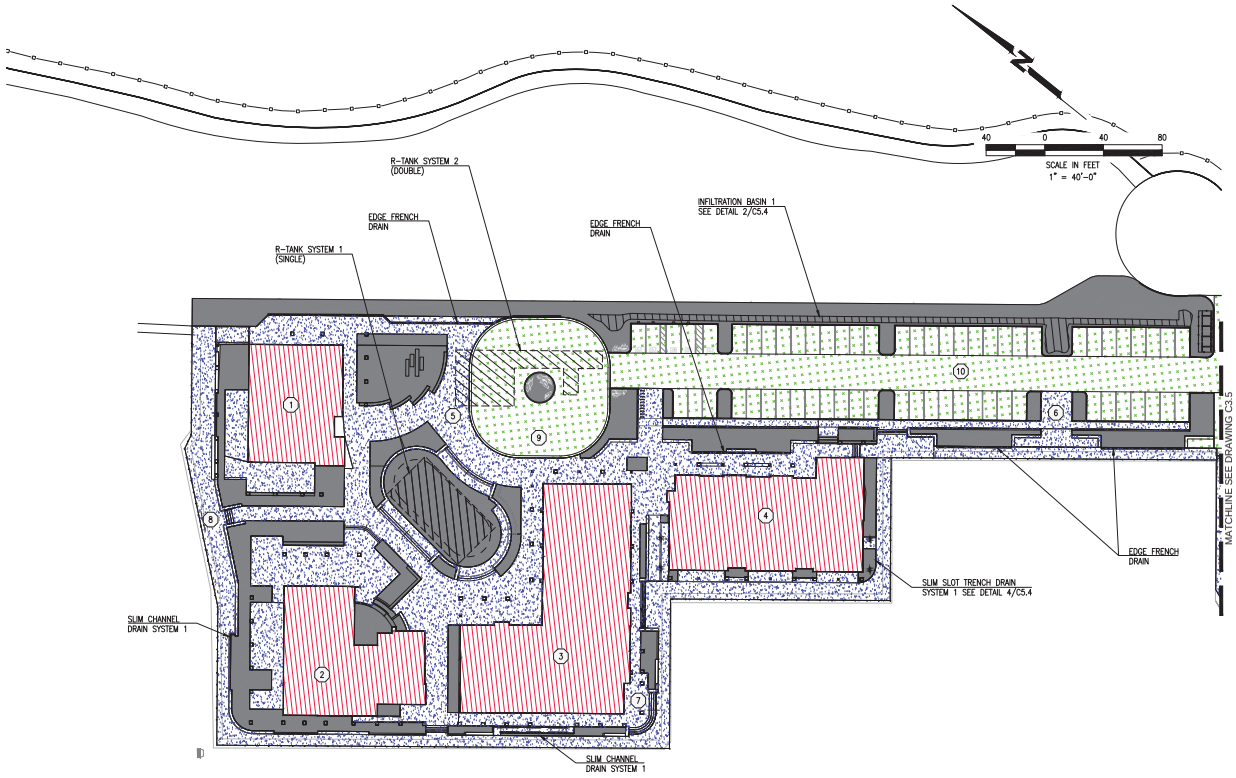


LEGEND

- HIGH QUALITY RUNOFF FROM HARDSCAPE
- HIGH QUALITY RUNOFF FROM ROOF AREA
- LOW QUALITY RUNOFF FROM HARDSCAPE
- LANDSCAPE

| BMP STORAGE VOLUMES | | |
|---|---|---|
| NAME | AREA (SF) | VOLUME (CF) |
| INFILTRATION BASIN 1 | 2,000 | 3,100** |
| R-TANK SYSTEM 1 | NA | 2,800 |
| R-TANK SYSTEM 2 | NA | 4,600 |
| BOARDWALK INFILTRATION | 2,800 | 830* |
| EDGE FRENCH DRAIN | 600 | 400*** |
| TOTAL | 5,400 | 11,730 |

*BOARDWALK INFILTRATION GALLERY IS A 1' THICK LAYER OF DRAIN ROCK AND AN ASSUMED VOID RATIO OF 0.3

**INFILTRATION STORAGE DEPTH OF 1.5'.

***2' DEEP CROSS SECTION DRAIN AREA AND VOID RATIO OF 0.3'.

| CATCHMENT KEYNOTE TABLE | | | |
|---|---|---|---|
| HIGH QUALITY RUNOFF FROM ROOF AREA | | | |
| KEYNOTE | NAME | AREA (SF) | VOLUME (CF) |
| 1 | BUILDING D | 5,100 | 400 |
| 2 | BUILDING C | 6,600 | 500 |
| 3 | BUILDING B | 12,700 | 1,000 |
| 4 | BUILDING A | 9,000 | 700 |
| TOTAL | | 33,400 | 2,600 |
| HIGH QUALITY RUNOFF FROM HARDSCAPE | | | |
| KEYNOTE | NAME | AREA (SF) | VOLUME (CF) |
| 5 | BASIN PLAZA | 25,100 | 2,100 |
| 6 | BASIN PLAZA EAST | 3,200 | 300 |
| 7 | BASIN PLAZA SOUTH | 3,900 | 300 |
| 8 | BOARDWALK 1 | 14,000 | 1,200 |
| TOTAL | | 46,200 | 3,900 |
| LOW QUALITY RUNOFF FROM HARDSCAPE | | | |
| KEYNOTE | NAME | AREA (SF) | VOLUME (CF) |
| 9 | ROUNDABOUT | 7,900 | 700 |
| 10 | PARKING LOT 1 | 23,200 | 1,900 |
| TOTAL | | 31,000 | 2,600 |

VOLUME IS CALCULATED USING THE PROVIDED AREA AND 1" STORM DEPTH FOR THE 20 YEAR ONE HOUR STORM

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Reno, Nevada 89501
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REGISTERED PROFESSIONAL ENGINEER
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EXP. 05/31/26
CIVIL
STATE OF CALIFORNIA
12/10/2025

TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

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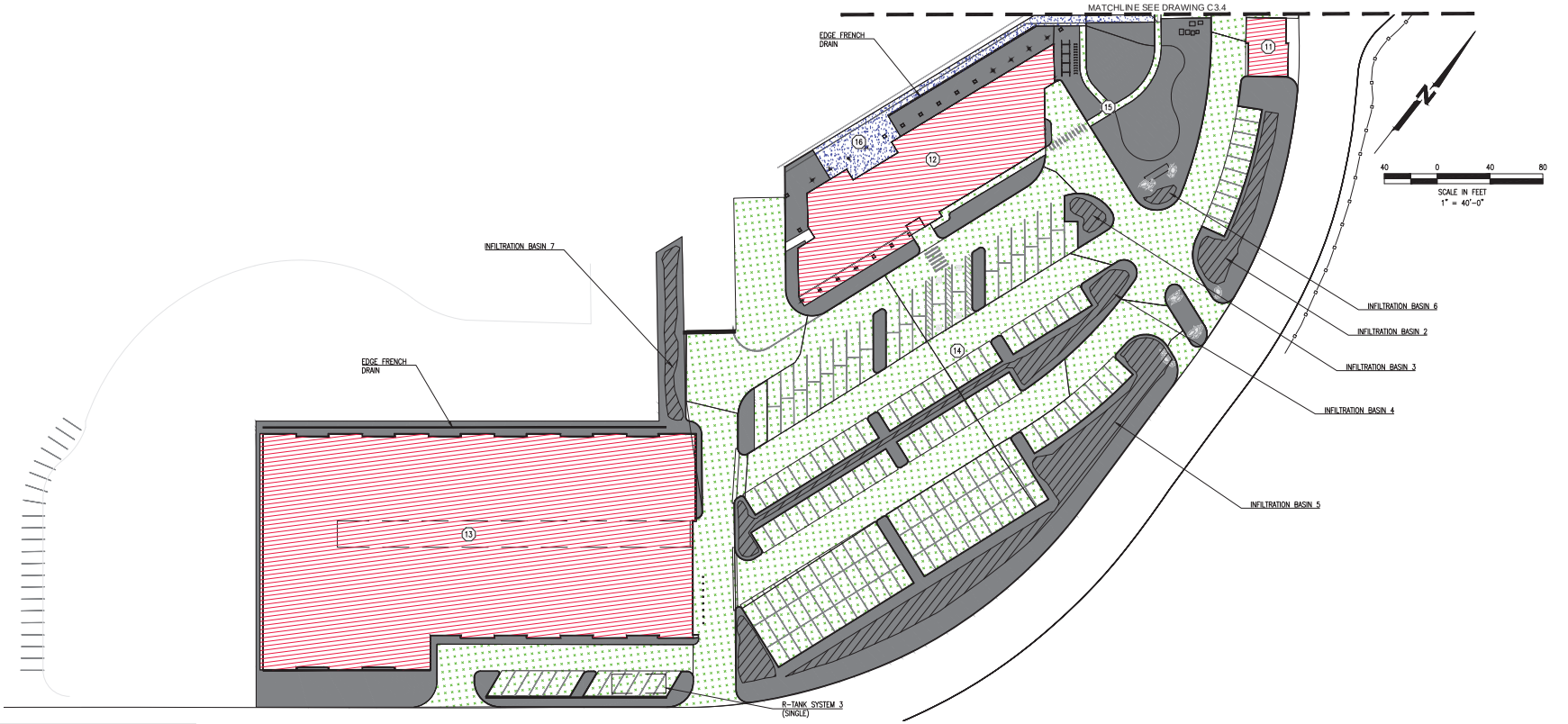
SHEET TITLE

WATER QUALITY VOLUMES NORTH

DRAWING C3.4

SHEET 12 OF 85

[Re: P:\Active Projects\Sunrise Marina - 1259\1259.01.25 - Tahoe Keys Marina Redevelopment\CAD Files\Sheets\1259 - Water Quality Volumes.dwg | Layout: C3.4 | Printed Dec. 09, 2025 @ 3:38pm | ID.TH.24.9x (ARC Tab)]




| CATCHMENT KEYNOTE TABLE | | | |
|---|---|---|---|
| HIGH QUALITY RUNOFF FROM ROOF AREA | | | |
| KEYNOTE | NAME | AREA (SF) | VOLUME (CF) |
| 11 | PUBLIC RESTROOM | 1,300 | 100 |
| 12 | BOAT SHOWROOM | 13,400 | 1,100 |
| 13 | STORAGE FACILITY | 53,500 | 4,400 |
| TOTAL | | 68,200 | 5,600 |
| HIGH QUALITY RUNOFF FROM HARDSCAPE | | | |
| KEYNOTE | NAME | AREA (SF) | VOLUME (CF) |
| 16 | BOARDWALK 2 | 3,600 | 300 |
| TOTAL | | 3,600 | 300 |
| LOW QUALITY RUNOFF FROM HARDSCAPE | | | |
| KEYNOTE | NAME | AREA (SF) | VOLUME (CF) |
| 14 | PARKING LOT 2 | 93,700 | 7,800 |
| 15 | TRAIL | 1,000 | 80 |
| TOTAL | | 94,700 | 7,880 |

VOLUME IS CALCULATED USING THE PROVIDED AREA AND 1" STORM DEPTH FOR THE 20 YEAR ONE HOUR STORM

BMP STORAGE VOLUMES

| NAME | AREA (SF) | VOLUME (CF) ** |
|---|---|---|
| INFILTRATION BASIN 2 | 1,800 | 2,700 |
| INFILTRATION BASIN 3 | 400 | 600 |
| INFILTRATION BASIN 4 | 2,500 | 3,800 |
| INFILTRATION BASIN 5 | 6,500 | 9,700 |
| INFILTRATION BASIN 6 | 200 | 300 |
| INFILTRATION BASIN 7 | 1,200 | 1,800 |
| R-TANK SYSTEM 3 | NA | 900 |
| EDGE FRENCH DRAIN | 1,600 | 1000*** |
| TOTAL | 14,200 | 20,800 |

**INFILTRATION STORAGE DEPTH OF 1.5'.
***2' DEEP CROSS SECTION DRAIN AREA AND VOID RATIO OF 0.3'.

LEGEND
- HIGH QUALITY RUNOFF FROM HARDSCAPE
- HIGH QUALITY RUNOFF FROM ROOF AREA
- LOW QUALITY RUNOFF FROM HARDSCAPE
- LANDSCAPE

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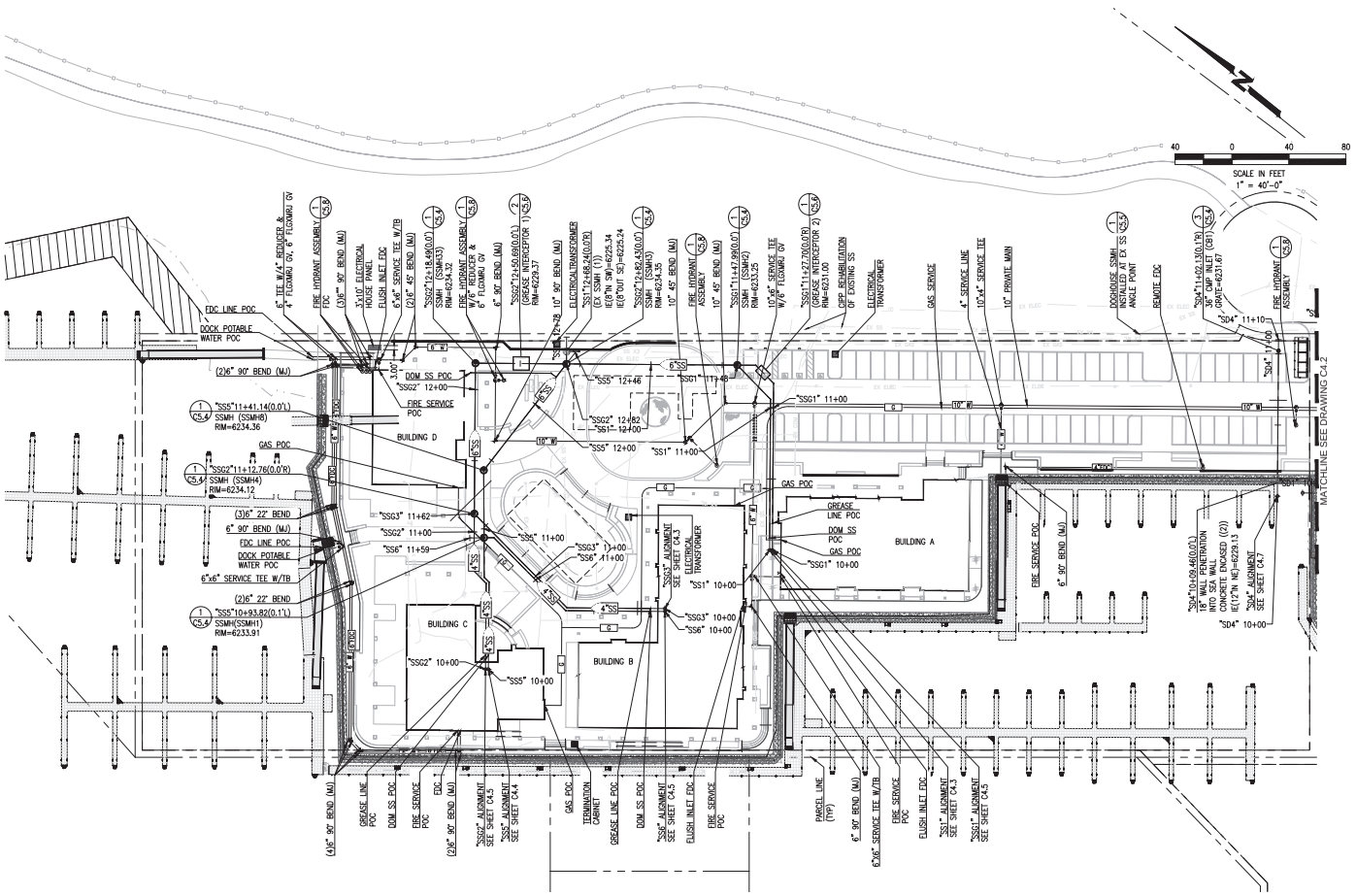
SHEET TITLE

WATER QUALITY VOLUMES SOUTH

DRAWING C3.5

SHEET 13 OF 85

P:\...\Tahoe Projects\Tahoe Keyes Marina - 1259\1259.01.25 - Tahoe Keys Marina Redevelopment\CAD Files\Sheets\1259 - Water Quality Volumes.dgn | Layout: C3.5 | Printed Jun. 09, 2025 @ 3:38pm | (3.7in.24.9s (plot: Tom)

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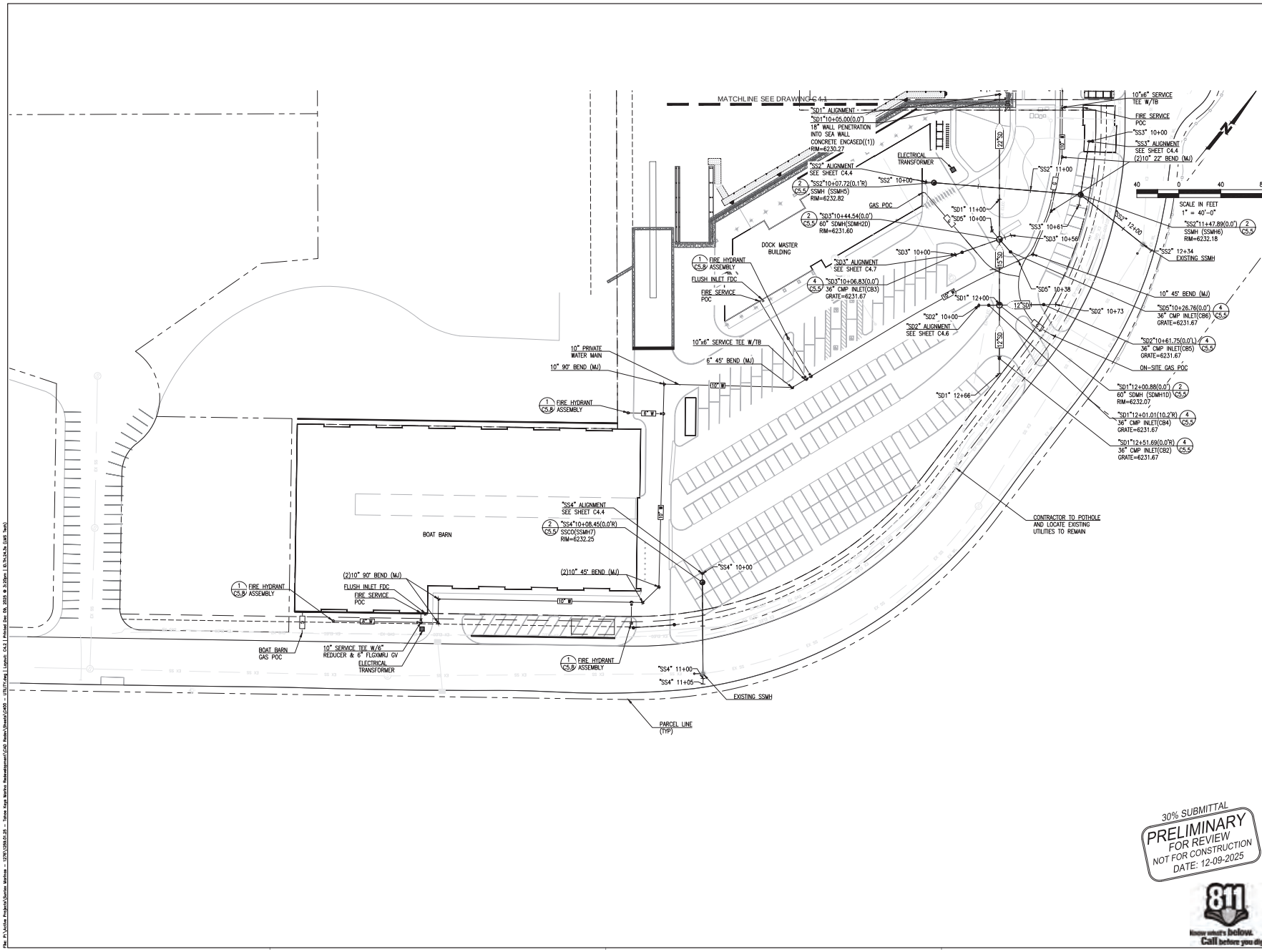
SHEET TITLE

UTILITY PLAN
NORTH

DRAWING C4.1

SHEET 14 OF 85

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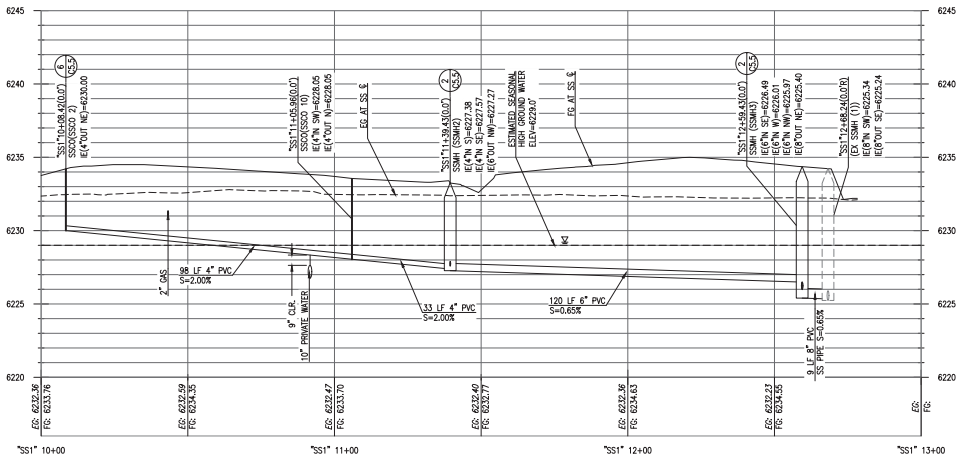
SHEET TITLE

UTILITY PLAN
SOUTH

DRAWING
C4.2

SHEET 15 OF 85

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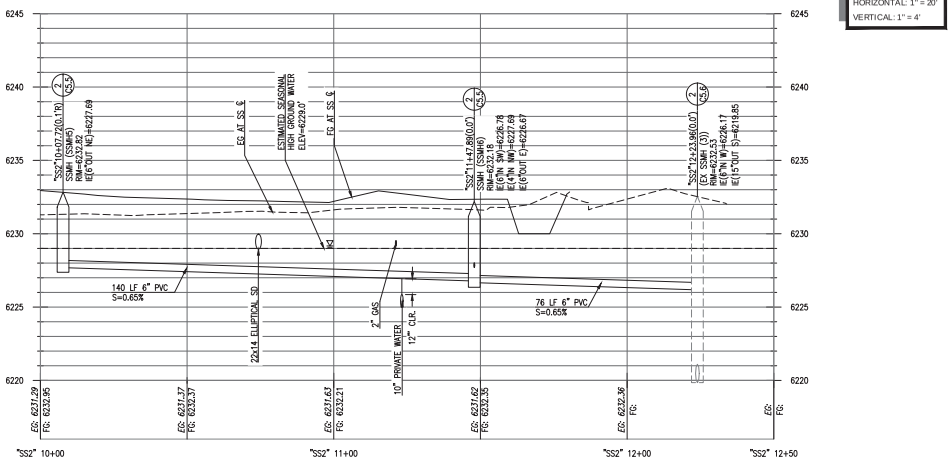


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SHEET TITLE

SANITARY SEWER PROFILE

DRAWING C4.3

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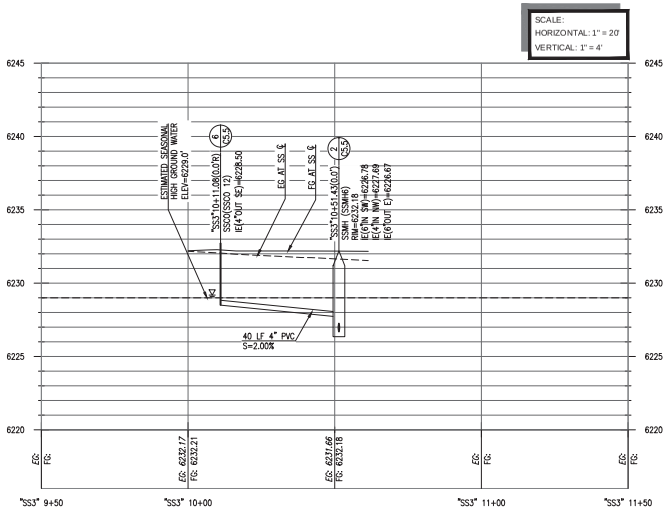


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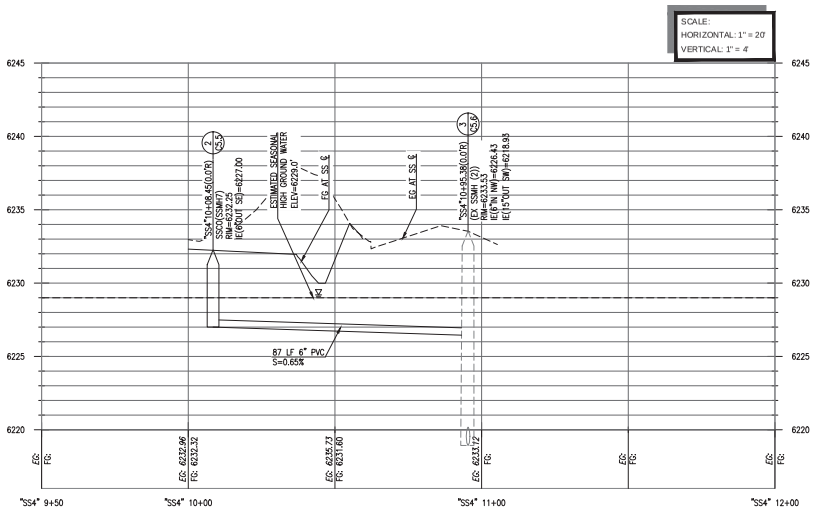


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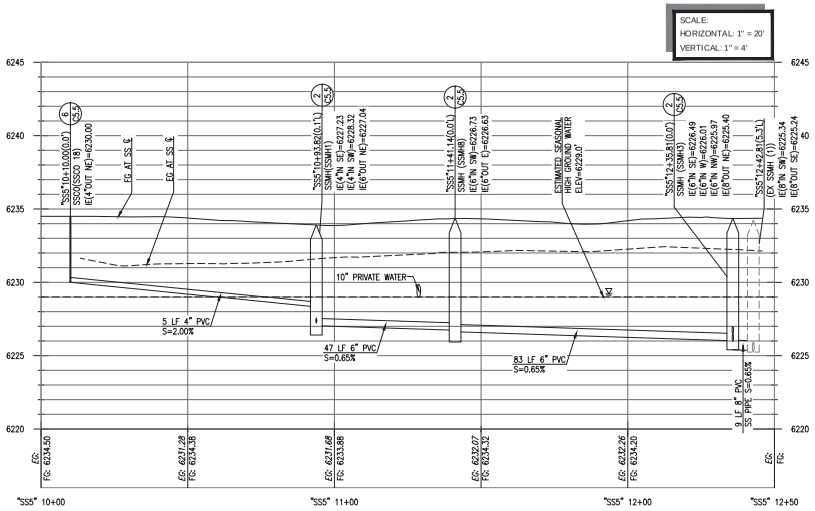


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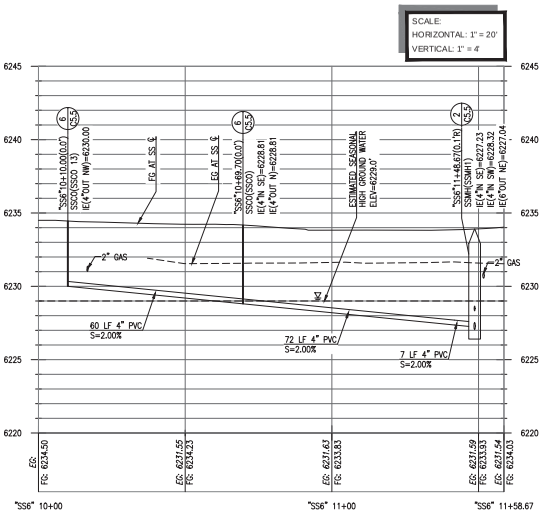


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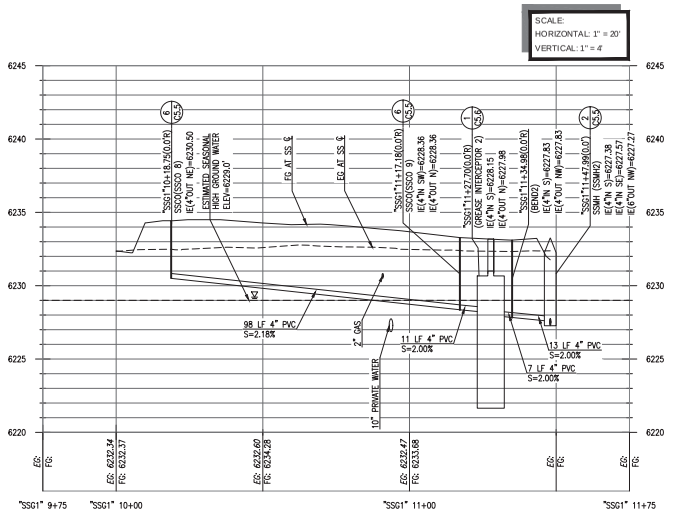
SHEET TITLE

SANITARY SEWER PROFILE

DRAWING C4.4

SHEET 17 OF 85

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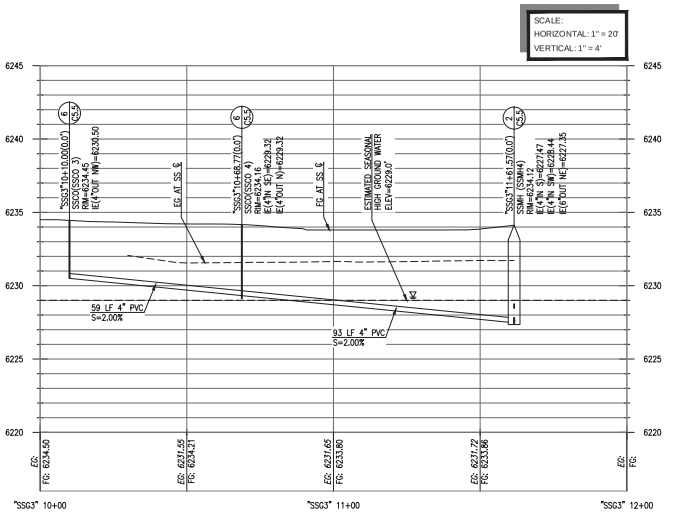


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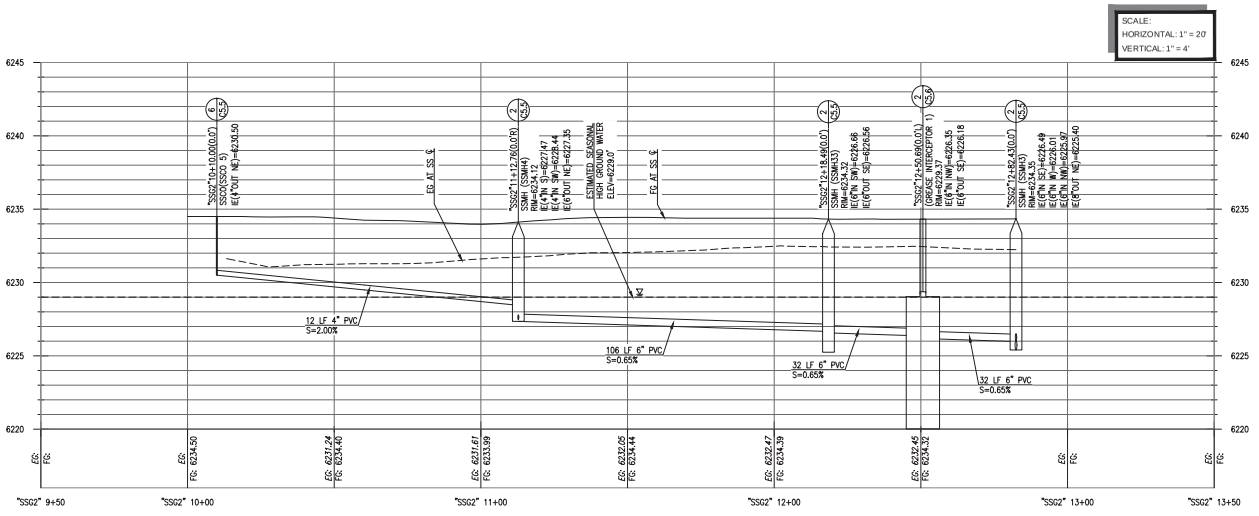


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SHEET TITLE

SANITARY SEWER PROFILE

DRAWING C4.5

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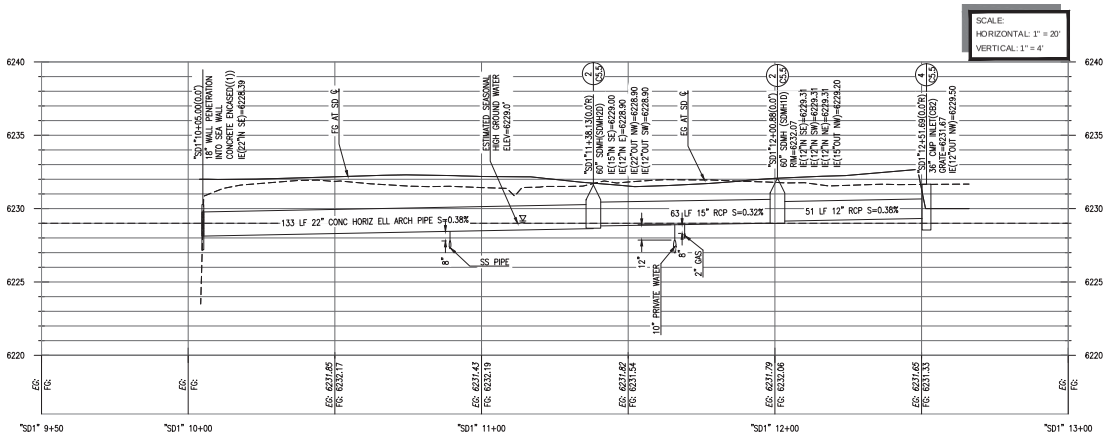


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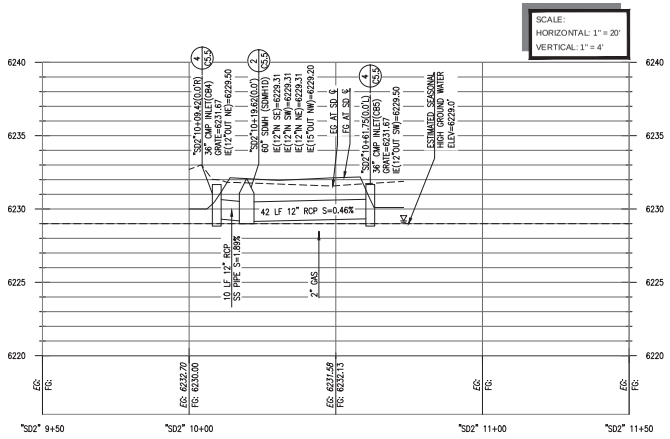


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SHEET TITLE

STORM DRAIN PROFILE

DRAWING C4.6

SHEET 19 OF 85

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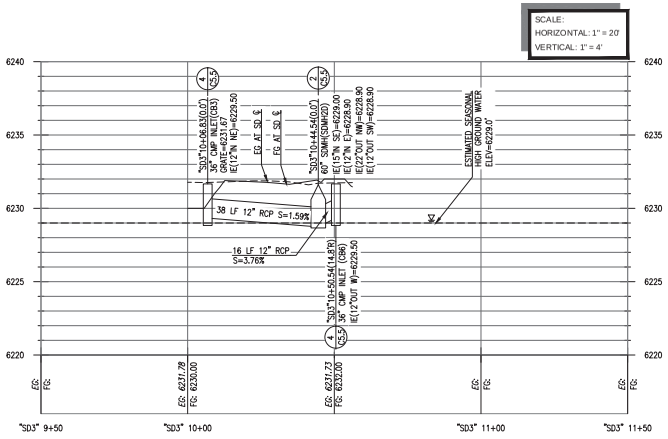


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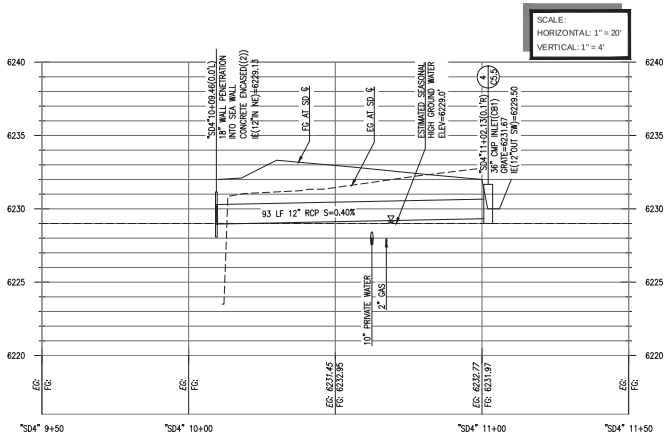


"SD4" PROFILE

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STORM DRAIN PROFILE

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DRAWING

C4.7

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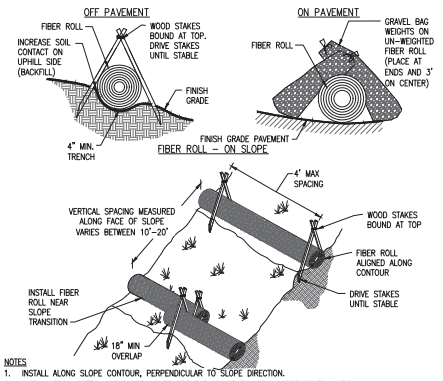
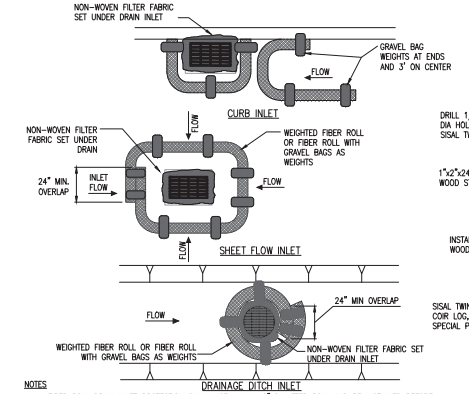



NOTES
1. INSTALL ALONG SLOPE CONTOUR, PERPENDICULAR TO SLOPE DIRECTION.
2. INSTALL FROM BOTTOM OF SLOPE UP TO PREVENT ACCIDENTAL DOWNSLOPE CONTAMINATION.
3. FIBER ROLLS MUST BE ENTRENCHED 1/3 TO 1/2 HEIGHT OF ROLL TO ENSURE MAXIMUM CONTACT SURFACE AREA WITH SOIL.
4. ENSURE THAT THE FIBER ROLL MAKES GOOD CONTACT WITH THE SOIL AT ALL LOCATIONS; THERE SHALL BE NO GAPS BENEATH THE FIBER ROLL.
5. FIBER ROLLS SHALL BE STAKED IN SUCH A MANNER THAT THEY ARE NOT DISTURBED BY WIND OR SHEET FLOW RUNOFF.
6. IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE OVERLAPPED A MINIMUM OF 18", NOT ABUTTED.
7. TURN THE ENDS OF THE FIBER ROLL UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE ROLL.
8. FIBER ROLLS SHALL BE A MINIMUM 12" DIAMETER AND USED ON SLOPES LESS THAN 7%.
9. INSPECT AND MAINTAIN FIBER ROLLS DAILY AND AFTER EACH STORM EVENT. REMOVE SEDIMENT DEPOSITS WHEN DEPOSITS REACH 1/3 HEIGHT OF INSTALLED BARRIER.

City of South Lake Tahoe — ENGINEERING DEPARTMENT — EROSION CONTROL — FIBER ROLLS
APPROVED BY: 05/01/09 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD80
DETAIL COURTESY OF TRPA EROSION CONTROL TEAM

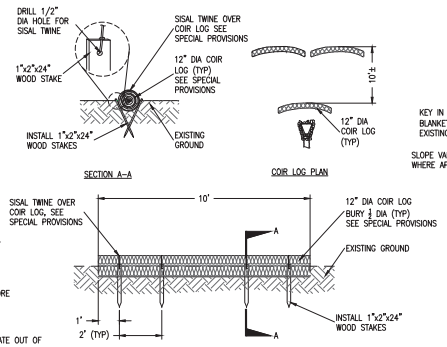
1 C5.1 FIBER ROLL NTS




NOTES
1. FIBER ROLL DRAIN INLET PROTECTION SHALL USE A MIN 12" DIAMETER ROLL AND BE INSTALLED BEFORE CONSTRUCTION BEGINS.
2. GRAVEL BAGS SHALL BE WOVEN FILTER FABRIC. SAND BAGS ARE NOT AN ACCEPTABLE SUBSTITUTE.
3. ON PAVED SURFACES, SUBSTITUTE STAKES WITH GRAVEL BAGS (USE PROPER STAKING METHODS).
4. CONSTRUCT ON GENTLY SLOPING STREETS WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE OUT OF SUSPENSION.
5. INSPECT AND REPAIR FIBER ROLLS EACH DAY AND AFTER EACH STORM EVENT. REMOVE SEDIMENT WHEN ONE THIRD OF THE FILTER DEPTH HAS BEEN FILLED. REMOVED SEDIMENT SHALL BE DISPOSED OF PROPERLY.
6. SEDIMENT AND GRAVEL DEPOSITED ON ROADWAYS SHALL BE IMMEDIATELY REMOVED.
7. IN HIGH TRAFFIC AREAS, MARK DRAIN INLET PROTECTION WITH VISIBLE BARRIERS SUCH AS SAFETY CONES.
8. REMOVE DRAIN INLET PROTECTION AFTER THE SURROUNDING AREA IS STABILIZED.

City of South Lake Tahoe — ENGINEERING DEPARTMENT — EROSION CONTROL – INLET FIBER ROLL PROTECTION
APPROVED BY: 05/01/09 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD83
DETAIL COURTESY OF TRPA EROSION CONTROL TEAM

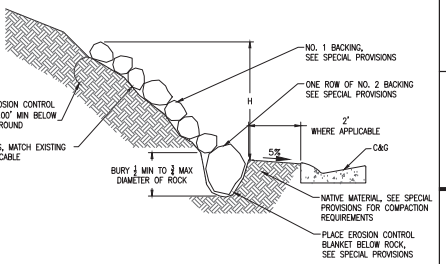
2 C5.1 INLET FIBER ROLL PROTECTION NTS




NOTE:
PLACEMENT OF COIR LOGS IS SUBJECT TO EXISTING CONDITIONS. FINAL LOCATIONS TO BE DETERMINED BY THE ENGINEER IN THE FIELD.

City of South Lake Tahoe — ENGINEERING DEPARTMENT — EROSION CONTROL COIR LOG STAKING
APPROVED BY: 12/28/07 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD84

3 C5.1 COIR LOG STAKING NTS




City of South Lake Tahoe — ENGINEERING DEPARTMENT — EROSION CONTROL ROCK SLOPE PROTECTION
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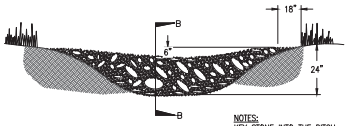
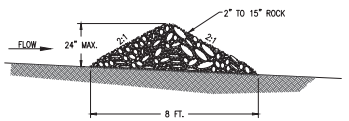
4 C5.1 ROCK SLOPE PROTECTION NTS



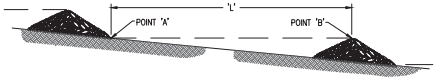

VIEW LOOKING UP STREAM

NOTES:
KEY STONE INTO THE DITCH BANKS AND EXTEND IT BEYOND THE ABUTMENTS A MINIMUM OF 18" TO PREVENT OVER FLOW AROUND DAM.




SECTION B-B

'L' = THE DISTANCE SUCH THAT POINTS 'A' AND 'B' ARE OF EQUAL ELEVATION

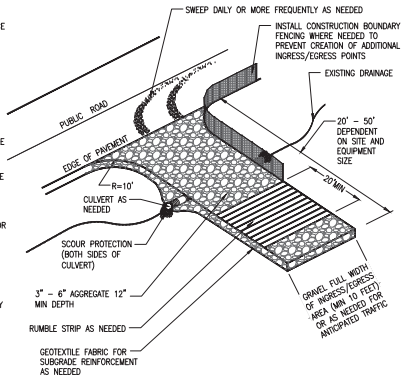



SPACING CHECK DAMS

City of South Lake Tahoe — ENGINEERING DEPARTMENT — EROSION CONTROL ROCK CHECK DAM
APPROVED BY: 12/28/07 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD87

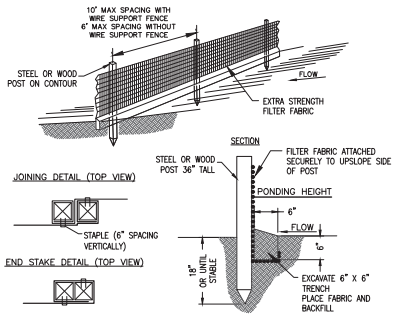
5 C5.1 ROCK CHECK DAM NTS

NOTES:
1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE USED AT ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS.
2. THE AGGREGATE SHALL BE 3" – 6" CRUSHED ROCK.
3. THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. THE ENTRANCE SHALL BE CONSTRUCTED ON LEVEL GROUND, WHERE FEASIBLE, AND LOCATED WHERE PERMANENT DRIVEWAY OR PARKING AREAS ARE PLANNED.
5. TOP DRESSING WITH ADDITIONAL STONE SHALL BE PROVIDED WHEN SURFACE VOIDS ARE NO LONGER VISIBLE OR WHEN THERE IS FREQUENT OFF-SITE TRACKING. FREQUENT OFF-SITE TRACKING MAY INDICATE THE NEED FOR GRAVEL REPLACEMENT.
6. CONTRACTOR TO MAINTAIN CONSTRUCTION ENTRANCE AT ALL TIMES.
7. ALL SEDIMENT DEPOSITS ON PAVED ROADWAYS SHALL BE SWEPT AND REMOVED DAILY OR MORE FREQUENTLY AS NEEDED.
8. LIMIT CONSTRUCTION TRAFFIC DURING WET WEATHER OR WHEN THE SITE IS SATURATED, MUDDY OR COVERED IN SNOW.
9. LIMIT SPEEDS OF INGRESS/EGRESS VEHICLES TO 5 MPH OR LESS.
10. GEOTEXTILE & ROCK SHALL BE REMOVED AT COMPLETION OF CONSTRUCTION.
11. ALL AREAS DISTURBED BY THE CONTRACTOR AND NOT OTHERWISE STABILIZE SHALL BE RESTORED WITH VEGETATION TO THE SATISFACTION OF THE ENGINEER.




City of South Lake Tahoe — ENGINEERING DEPARTMENT — EROSION CONTROL CONSTRUCTION ENTRANCE
APPROVED BY: 05/01/2009 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD89
DETAIL COURTESY OF TRPA EROSION CONTROL TEAM

6 C5.1 CONSTRUCTION ENTRANCE NTS




NOTES:
1. USE PRINCIPALLY IN AREAS WHERE SHEET FLOW OCCURS.
2. DO NOT USE IN STREAMS, CHANNELS, OR ANYWHERE FLOW IS CONCENTRATED. DO NOT USE SILT FENCES TO DIVERT FLOW.
3. DO NOT USE BELOW SLOPES SUBJECT TO CREEP, SLUMPING, OR LANDSLIDES.
4. SILT FENCE SHOULD BE WOVEN POLYPROPYLENE WITH A MINIMUM WIDTH OF 36 INCHES AND A MINIMUM TENSILE STRENGTH OF 100 LB FORCE.
5. INSTALL ALONG A LEVEL CONTOUR, SO WATER DOES NOT POND MORE THAT 1.5 FT AT ANY POINT ALONG THE SILT FENCE.
6. THE MAXIMUM LENGTH OF SLOPE DRAINING TO ANY POINT ALONG THE SILT FENCE SHOULD BE 100 FT OR LESS.
7. THE MAXIMUM SLOPE PERPENDICULAR TO THE FENCE LINE SHOULD BE 1:1.
8. PROVIDE SUFFICIENT ROOM FOR RUNOFF TO POND BEHIND THE FENCE AND TO ALLOW SEDIMENT REMOVAL EQUIPMENT TO PASS BETWEEN THE SILT FENCE AND TOES OF SLOPES OR OTHER OBSTRUCTIONS.
9. TURN THE ENDS OF THE FILTER FENCE UPHILL TO CREATE A "J" SHAPE, TO PREVENT STORM WATER FROM FLOWING AROUND THE FENCE.
10. LEAVE AN UNDISTURBED OR STABILIZED AREA IMMEDIATELY DOWN SLOPE FROM THE FENCE WHERE FEASIBLE.
11. SILT FENCES SHOULD REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
12. REMOVE SEDIMENT WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF BARRIER.

DETAIL COURTESY OF TRPA EROSION CONTROL TEAM

City of South Lake Tahoe — ENGINEERING DEPARTMENT — EROSION CONTROL – FENCES SILT FENCE
APPROVED BY: 12/28/07 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD91

7 C5.1 SILT FENCE NTS

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PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 12-09-2025

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Reno, Nevada 89501
(775) 329-4955 * Fax (775) 329-5098

REGISTERED PROFESSIONAL ENGINEER — LISA R. CALLAN — No. C 82189 — EXP. 05/31/26 — CIVIL — STATE OF CALIFORNIA
12/10/2025

TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

PROJECT NO: 1259.01.25
DESIGNED BY: SC
DRAWN BY: AM
CHECKED BY: FH DATE: 10/30/2025
DATE: 12/09/2025

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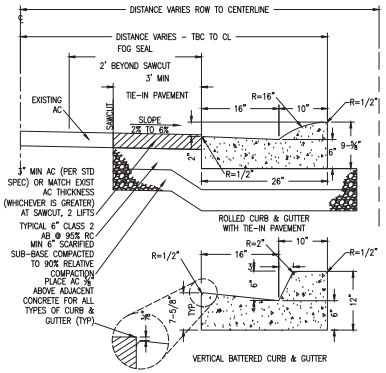
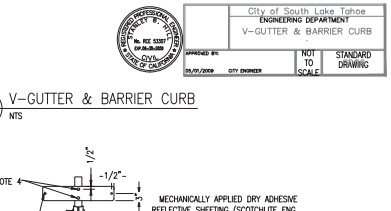
SHEET TITLE
CONSTRUCTION BMP DETAILS

DRAWING C5.1

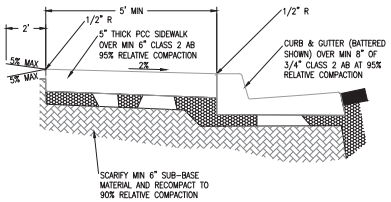
SHEET 21 OF 85

1. CONCRETE SHALL BE 7 SACK MIX AND SHALL CONFORM TO SECTION 90 OF THE CALTRANS STANDARD SPECIFICATIONS WITH 6% AIR ENTRAINMENT. CEMENT CONTENT SHALL NOT BE LESS THAN 658 LBS PER CY.
2. THE MATERIALS AND METHOD OF PLACING SHALL CONFORM TO SECTION 73 OF THE CALTRANS STANDARD SPECIFICATIONS.
3. CONCRETE SHALL HAVE A LIGHT BROOM FINISH RUNNING PARALLEL WITH THE FLOWLINE.
4. CONCRETE SHALL BE SPRAYED UNIFORMLY WITH A CLEAR PIGMENTED CURING COMPOUND IMMEDIATELY FOLLOWING BROOM FINISHING. THE MATERIAL, METHOD, AND RATE OF APPLICATION SHALL CONFORM TO SECTION 90-7.01B OF THE CALTRANS STANDARD SPECIFICATIONS.
5. ALL BASE MATERIAL SHALL BE COMPACTED AND TESTED BY THE CITY OR BY A THIRD PARTY INSPECTOR AT THE CITY'S DISCRETION PRIOR TO CONCRETE POUR. NOTIFY THE CITY AT LEAST 24 HRS PRIOR TO POUR.
6. CONTRACTOR SHALL CONTACT INSPECTOR FOR SCHEDULING CURB STRINGLINE INSPECTION AT LEAST 24 HRS PRIOR TO CONCRETE POUR.
7. ALL FLOWLINES SHALL BE WATER TESTED BEFORE ACCEPTANCE FOR PAYMENT. CONTRACTOR SHALL CONTACT INSPECTOR TO SCHEDULE WATER TESTING.
8. LOCATE 2" DEEP TRANSVERSE SCORES AT 10' INTERVALS IN CURB AND GUTTERS. INSTALL EXPANSION JOINTS AT 30' INTERVALS AND AT ALL COLD JOINTS.
9. NO WASHOUT OF TRUCKS AND/OR EQUIPMENT WILL BE ALLOWED ON SITE UNLESS A BASIN IS PROVIDED AND APPROVED BY THE INSPECTOR.
10. CONTRACTOR MUST TRENCH PLATE ALL DRIVEWAYS FOR 72 HOURS AFTER CONCRETE POUR.
11. CITY HAS THE RIGHT TO REJECT CURB FOR NON-CONFORMANCE AND/OR POST CONSTRUCTION DAMAGE.
12. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY BMPS, AC CUTS AND REPLACEMENT, REVEGETATION AND ALL OTHER INCIDENTALS ASSOCIATED WITH CURB INSTALLATION.




NOTES:
1. STRUCTURAL THICKNESSES ARE MINIMUM. INCREASED SECTIONS MAY BE REQUIRED BASED ON ACTUAL SOIL CONDITIONS.
2. LOCATE 0.5 INCH THICK TRANSVERSE EXPANSION JOINTS OF APPROVED TYPE IN SIDEWALK, CURB, AND GUTTER AT 18 FOOT INTERVALS AT ALL CURB RETURNS, COLD JOINTS AND OTHER TRANSITION POINTS. WEAKENED PLANE JOINTS SHALL BE INSTALLED WITH A CONCRETE TOOL AT 6-FT INTERVALS, 1.5 INCHES DEEP. ALL EDGES OF JOINTS SHALL BE ROUNDED.
3. ALL CONCRETE TO BE CLASS "A" AND CEMENT CONTENT SHALL BE NO LESS THAN 658 LBS PER CUBIC FOOT.
4. V-GUTTER AND BARRIER CURBS NOT ALLOWED IN RIGHT-OF-WAY WITHOUT CITY ENGINEER APPROVAL.




NOTES:
1. ALL WORK AND ALL MATERIALS SUPPLIED SHALL CONFORM TO THE STANDARD SPECIFICATIONS LATEST EDITION.
2. SIDEWALK AND CURB RAMPS SHALL BE A MINIMUM OF 4 INCHES THICK.
3. IN ALL AREAS WHERE ROLLED CURB TRANSITIONS TO VERTICAL CURB OR CATCH BASINS, SIDEWALK SHALL BE A MINIMUM OF 4 INCHES THICK.
4. ALL BROOMING SHALL BE PERPENDICULAR TO THE CURB.
5. 1/2-INCH THICK PRE-MOLDED JOINT FILLER SHALL BE INSTALLED IN EXPANSION JOINTS AT 18 FOOT INTERVALS.
6. CONTROL JOINTS SHALL BE 1.5 INCHES DEEP AND AT 6 FOOT INTERVALS.
7. ALL EXISTING STREET SIGNS SHALL BE RELOCATED AND ALL REQUIRED NEW SIGNS PLACED PER THE STANDARD SPECIFICATIONS.

City of South Lake Tahoe
ENGINEERING DEPARTMENT
CURB & GUTTER
VERTICAL BATTERED & ROLLED
APPROVED BY: CITY ENGINEER 05/01/2009
NOT TO SCALE | STANDARD DRAWING

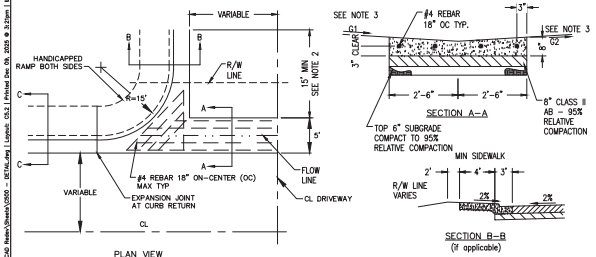
1 C5.2 CURB & GUTTER NTS

City of South Lake Tahoe
ENGINEERING DEPARTMENT
V-GUTTER & BARRIER CURB
APPROVED BY: CITY ENGINEER 05/01/2009
NOT TO SCALE | STANDARD DRAWING

2 C5.2 V-GUTTER & BARRIER CURB NTS

City of South Lake Tahoe
ENGINEERING DEPARTMENT
SIDEWALK – STRAIGHT
APPROVED BY: CITY ENGINEER 12/18/07
NOT TO SCALE | STANDARD DRAWING

3 C5.2 PCC SIDEWALK NTS




NOTES:
1. THE CURB RETURN RADIUS MAY NEED TO BE LARGER DEPENDING ON THE DRIVEWAY WIDTH, ROAD WIDTH THAT THE DRIVEWAY ACCESSES FROM AND THE TYPE OF VEHICLE THAT WILL USE THE DRIVEWAY.
2. MINIMUM LIMITS OF THE CURB, GUTTER AND SIDEWALK, FROM INSIDE LIP OF VALLEY GUTTER TOWARD THE SITE, SHALL BE EQUAL TO THE DESIGN RADIUS OF THE CURB RETURN.
3. MAXIMUM ALGEBRAIC GRADE DIFFERENCE BETWEEN STREET CROSS SLOPE AND THE DRIVEWAY CENTERLINE GRADIENT SHALL BE 5%
4. SEE APPLICABLE STANDARD DRAWING FOR CURB, GUTTER AND SIDEWALK SPECIFICATIONS.

City of South Lake Tahoe
ENGINEERING DEPARTMENT
COMMERCIAL FRONTAGE ENTRANCE
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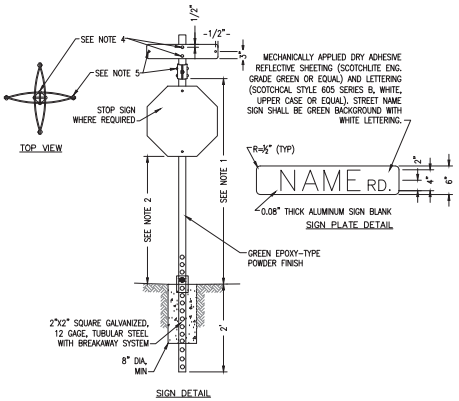
NOT TO SCALE | STANDARD DRAWING

4 C5.2 FRONTAGE ENTRANCE NTS




NOTES:
1. 7' MINIMUM ABOVE THE EDGE OF TRAVELED WAY.
2. 7' ABOVE THE EDGE OF TRAVELED WAY.
3. POSTS SHALL BE SET 6' TO 12' FROM TRAVELED WAY (RURAL) OR 2' FROM THE BACK OF A CURB OR DIKE (URBAN).
4. 1/4" DIAMETER X 3" CARRIAGE BOLT WITH 1/4" NUT, 5/16" DIAMETER HOLE.
5. 10/32" DIAMETER X 3/4" FLAT HEAD MACHINE SCREW WITH 10/32" NUT, 3/8" DIAMETER HOLE CENTERED ON PLATE.
6. LETTERING TO BE CENTERED.
7. POST SHALL BE A MINIMUM OF 1' BEHIND SIDEWALK.

City of South Lake Tahoe
ENGINEERING DEPARTMENT
STREET NAME- & STOP SIGN
APPROVED BY: CITY ENGINEER 05/01/2009
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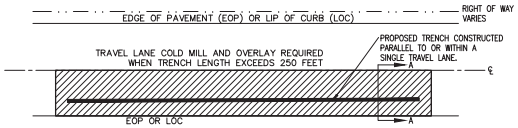
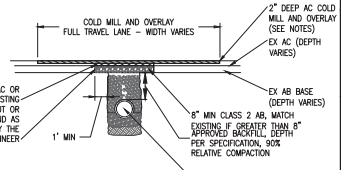
5 C5.2 STREET NAME & STOP SIGN NTS




NOTES:
1. AC SHALL MEET CURRENT CITY PAVING STANDARDS.
2. WHERE REMAINING PAVEMENT WIDTH FROM SAWCUT LINE TO GUTTER, CURB, OR EDGE OF PAVEMENT IS LESS THAN 36" AC, A FULL DEPTH PAVEMENT REPAIR SHALL EXTEND TO LIP OF CURB, OR EDGE OF PAVEMENT.
3. ALL AFFECTED STREET IMPROVEMENTS SHALL BE REPLACED TO CITY STANDARDS. CITY APPROVAL IS REQUIRED BEFORE ANY WORK COMMENCES.
4. FINISH AC SURFACE SHALL BE 3/8" ABOVE LOC (SEE CURB DETAIL-SD?).
5. CONTRACTOR SHALL CONTINUALLY REMOVE AC FROM GUTTER PAN SO PROPER COMPACTION CAN BE ACHIEVED.
6. ALL SURFACES SHALL BE VIGOROUSLY CLEANED AND TACK COATED PRIOR TO AC PLACEMENT.
7. CITY ENGINEER WILL DETERMINE WHETHER TRENCH CUTS SHALL BE SAWCUT OR GRINDED. GRINDING IS PREFERRED WHERE EXISTING PAVEMENT ALLOWS.
8. TRENCH BACKFILL SHALL MEET CITY STANDARDS FOR MATERIALS AND COMPACTION.




6 C5.2 TRENCH PAVEMENT PATCH NTS

City of South Lake Tahoe
ENGINEERING DEPARTMENT
LONGITUDINAL TRENCH PAVEMENT PATCH
APPROVED BY: CITY ENGINEER 05/01/2009
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REGISTERED PROFESSIONAL ENGINEER – CIVIL – WILLIAM R. CALLOW – NO. C 82189 – EXP. 05/31/26 – STATE OF CALIFORNIA
12/10/2025

TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

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PROJECT NO: 1259.01.25
DESIGNED BY: SC
DRAWN BY: AM
CHECKED BY: FH DATE 10/30/2025
DATE: 12/09/2025


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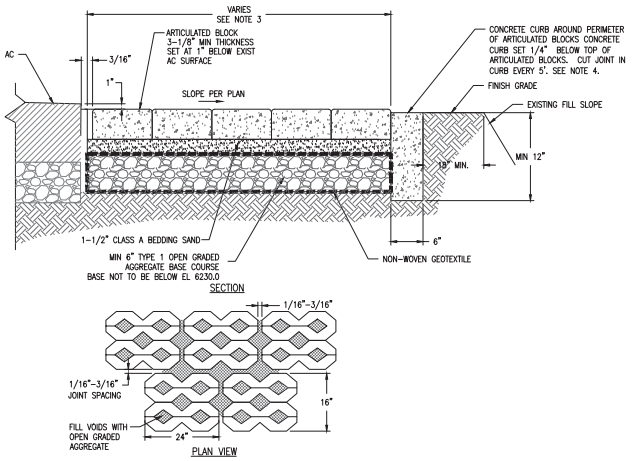
SHEET TITLE
SITE DETAILS

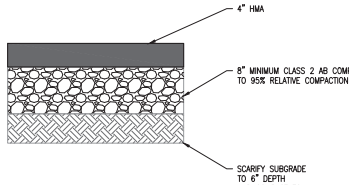
DRAWING C5.2

SHEET 22 OF 85

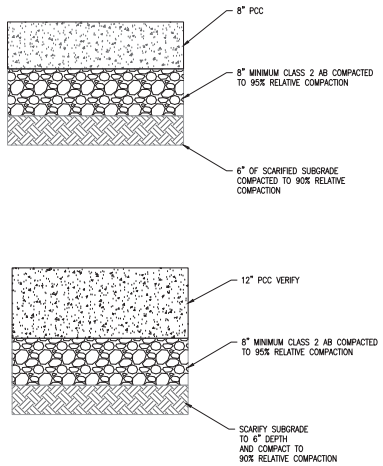

P:\Active Projects\Tahoe Keys Marina Redevelopment\CAD Files\Sheets\2025 - DETAILS.dwg Layout: C5.2 Plotted May 09, 2025 @ 3:29pm LD:TA.24.fa (Last Save)



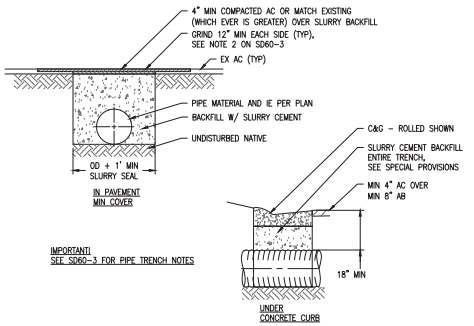

1 C5.3 PERMEABLE PAVERS
NTS




2 C5.3 HMA PAVEMENT SECTION
NTS




3 C5.3 PCC PAVEMENT SECTIONS
NTS




City of South Lake Tahoe
ENGINEERING DEPARTMENT
PIPE TRENCH – CONDITIONS
IN PAVEMENT
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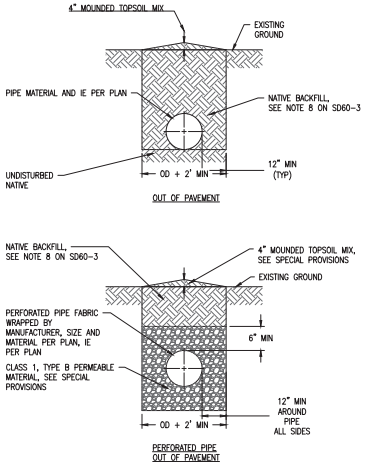
NOT TO SCALE
STANDARD DRAWING SD60-1

4 C5.3 PIPE TRENCH (IN PAVEMENT)
NTS




City of South Lake Tahoe
ENGINEERING DEPARTMENT
PIPE TRENCH – CONDITIONS
OUT OF PAVEMENT
APPROVED BY: 12/28/07 CITY ENGINEER
NOT TO SCALE
STANDARD DRAWING SD60-2

5 C5.3 PIPE TRENCH (OUT OF PAVEMENT)
NTS

NOTES:

1. MINIMUM COVER* FROM CROWN OF PIPE TO FINISH GRADE SHALL BE AS FOLLOWS:
   CULVERTS 18 INCHES
   STORM DRAINS 18 INCHES FOR RCP
   24 INCHES FOR HDPE
   *UNLESS OTHERWISE APPROVED. SEE ALSO SD64.
2. GRIND PAVEMENT A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE LONGITUDINAL OR TRANSVERSE EXCAVATION AFTER TRENCH BACKFILL AND FIRST LIFT OF HOT MIX AC.
3. REPLACE PAVEMENT TO EDGE OF PAVEMENT (EP) IF THE EXCAVATION IS WITHIN 3 FEET OF THE EP.
4. IN WET OR ROCKY MATERIAL THE DEPTH OF THE TRENCH BEDDING SHALL BE INCREASED TO THE LARGER OF EITHER 6 IN. OR 1/4 DIA OF PIPE.
5. FOR CULVERTS/STORM DRAINS THE MINIMUM DISTANCE BETWEEN THE SIDE OF THE TRENCH AND THE SIDE OF THE PIPE SHALL BE 1/2 OD OR 12", WHICHEVER IS GREATER.
6. STORM DRAINS AND CULVERTS INSTALLED WITHIN FILL SHALL BE 95% RELATIVE COMPACTION UP TO A MINIMUM OF 12 INCHES ABOVE THE TOP OF PIPE.
7. IN AREAS WITH MINIMUM COVER, BACKFILL ABOVE BEDDING SHALL BE CLASS 2 AGGREGATE BASE UNLESS BACKFILLING WITH CEMENT SLURRY.
8. IN AREAS OF NATURAL VEGETATION OR LANDSCAPING, REMOVE TOP 12 INCHES OF MATERIAL, STOCKPILE & REPLACE ON TRENCH IN A MOUND. BACKFILL COMPACTED BETWEEN 80% AND 85% RELATIVE COMPACTION.
9. ALL LANDSCAPING CONDUITS WITHIN THE ROADWAY PRISM AND/OR TRAFFIC AREAS MUST HAVE MINIMUM OF 30 INCHES COVER.
10. AC PATCH SHALL BE HOTMIX ASPHALT A MINIMUM COMPACTED THICKNESS OF 4 INCHES AND PLACED IN A MINIMUM OF 2 LIFTS.
11. COLD MIX ASPHALT MAY BE PLACED TEMPORARILY, BUT MUST BE COMPLETELY REMOVED BEFORE PLACING THE PERMANENT HOT MIX ASPHALT.
12. PLACE ASPHALT BASE (AB) AT THE TOP OF THE EXCAVATION WHERE THE EXCAVATION IS WITHIN 2' OF EP OR IF AB PRESENTLY EXISTS ABOVE THE EXCAVATION. IF THE EXCAVATION IS AT THE BOTTOM OF A ROADSIDE DITCH, BEYOND A ROADSIDE DITCH, OR BEHIND A CURB, THE REQUIREMENT FOR AB CAN BE WAIVED.
13. TRANSVERSE EXCAVATION ON ROADWAYS PAVED WITHIN 2 YEARS ARE NOT ALLOWED AND MUST BE BORED. LONGITUDINAL EXCAVATIONS ON ROADWAYS PAVED WITHIN 5 YEARS OR ON COLLECTOR ROADS WITH A HIGH QUALITY RIDING SURFACE REQUIRE A 2" OVERLAY WHICH CONFORMS OR A 2" GRIND AND OVERLAY OF THE TRAVEL LANE.
14. STORM DRAIN BACKFILL TO BE STRUCTURAL BACKFILL.
15. EXCESSIVE TRANSVERSE CUTS MAY REQUIRE A GRIND AND REPAVE OF ENTIRE TRAVEL LANE BETWEEN CUTS.
16. NO SAWCUTS WILL BE ALLOWED IN WHEEL PATHS. SAWCUT LINES SHALL BE PLACED AT ROAD CL, WITHIN SHOULDER OR MIDDLE OF TRAVEL LANE, AND OUTSIDE WHEEL PATHS.
17. MINIMUM PATCH WIDTH SHALL BE 3' WIDE.
18. PATCH WORK SHALL NOT RESULT IN "RIBBON" STRIPS OF PAVEMENT (LESS THAN 3 FEET WIDE). EXISTING PAVEMENT WIDTHS LESS THAN 3 FEET WIDE SHALL BE REMOVED AND PAVED WITH THE PATCH WORK.

6 C5.3 PIPE TRENCH NOTES
NTS

City of South Lake Tahoe
ENGINEERING DEPARTMENT
PIPE TRENCH – NOTES
APPROVED BY: 12/28/07 CITY ENGINEER
NOT TO SCALE
STANDARD DRAWING SD60-3

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REGISTERED PROFESSIONAL ENGINEER
CALLIE R. CALL
NO. C 82189
EXP. 05/31/26
CIVIL
STATE OF CALIFORNIA
12/10/2025

TAHOE KEYS MARINA
REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|
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PROJECT NO: 1259.01.25
DESIGNED BY: SC
DRAWN BY: AM
CHECKED BY: FH DATE: 10/30/2025
DATE: 12/09/2025

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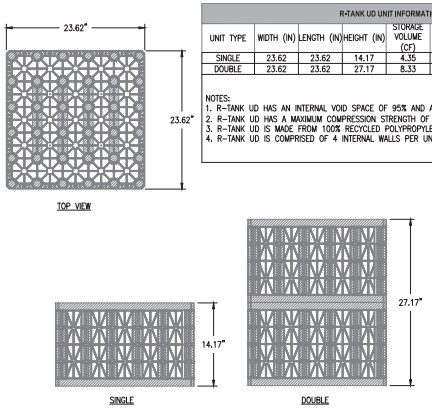
SHEET TITLE
SITE
DETAILS

DRAWING
C5.3

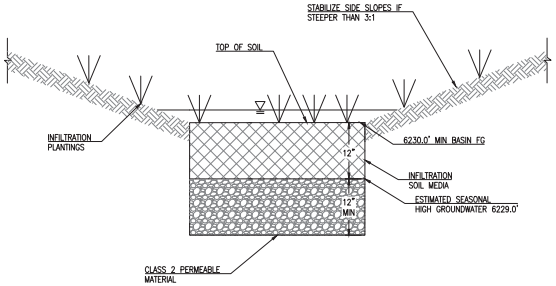
SHEET 23 OF 85

| R-TANK UD UNIT INFORMATION | | | | | | | |
|---|---|---|---|---|---|---|---|
| UNIT TYPE | WIDTH (IN) | LENGTH (IN) | HEIGHT (IN) | STORAGE VOLUME (CF) | WEIGHT (LBS) | STORAGE (CF/SF) | STORAGE + GRAVEL (CF/SF) |
| SINGLE | 23.62 | 23.62 | 14.17 | 4.35 | 21.20 | 1.12 | 1.27 |
| DOUBLE | 23.62 | 23.62 | 27.17 | 8.33 | 39.00 | 2.15 | 2.30 |

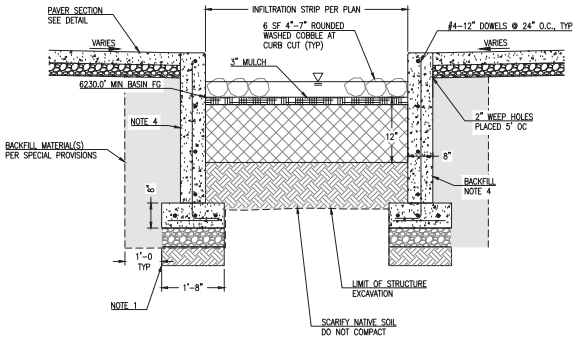
NOTES:
1. R-TANK UD HAS AN INTERNAL VOID SPACE OF 95% AND A SURFACE AREA VOID OF 90%.
2. R-TANK UD HAS A MAXIMUM COMPRESSION STRENGTH OF 134.2 PSI (MODULE ONLY).
3. R-TANK UD IS MADE FROM 100% RECYCLED POLYPROPYLENE.
4. R-TANK UD IS COMPRISED OF 4 INTERNAL WALLS PER UNITS.




1 C5.4 R-TANK UNDERGROUND STORMWATER MODULES
NTS

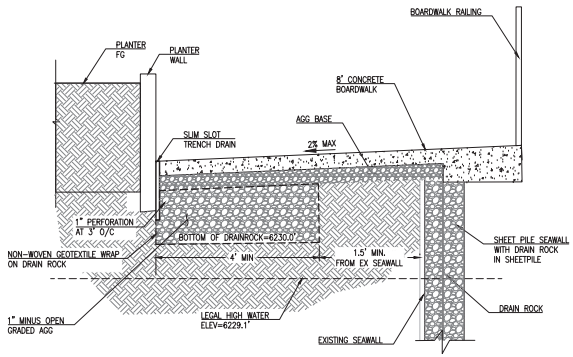



2 C5.4 INFILTRATION BASIN TYPICAL SECTION
N.T.S.

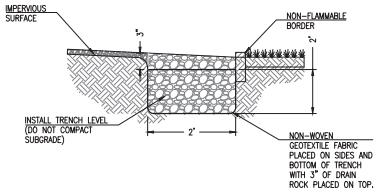



NOTES:
1. PREPARED SUBGRADE, SCARIFY TO A MINIMUM DEPTH OF 6" AND RECOMPACT TO 90%.
2. WEAKENED PLANES AT 24' MAXIMUM SPACING. SEE CALTRANS STANDARD PLAN B0-3, DETAIL 3-2.
3. CURB DETAILS PER CITY OF SOUTH LAKE TAHOE STANDARD SD04, CURB & GUTTER (SEE DETAIL 1/C5.2).
4. FOR RETAINING WALLS WITH NO FOOTINGS, AS SHOWN, BACKFILL MATERIAL AND ENGINEERED SOIL MIX SHALL BE PLACED AND COMPACTED SIMULTANEOUSLY ON BOTH SIDES OF WALL IN ORDER TO MAINTAIN EQUAL BACKFILL LEVELS ON BOTH SIDES OF WALL.
5. MINIMUM 36" CLEARANCE FROM POWER POLES AND/OR GUY WIRES TO EDGE OF STRUCTURE.
6. SEE UTILITY PLANS FOR PLACEMENT OF OVERFLOW INLET STRUCTURE AND DRAINAGE SYSTEM, WHERE INDICATED IN THE PLANS.

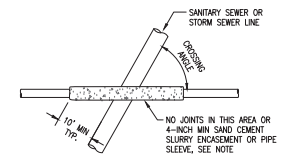
3 C5.4 INFILTRATION TYPICAL SECTION
N.T.S.



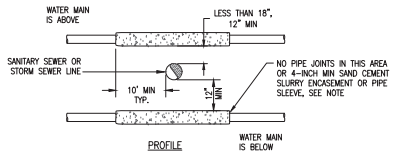

4 C5.4 BOARDWALK SUBSURFACE INFILTRATION-TYPICAL SECTION
N.T.S.




5 C5.4 EDGE FRENCH DRAIN
N.T.S.




PLAN VIEW




PROFILE

NOTES:

1) WHERE THE WATER MAIN IS BELOW THE SEWER LINE, WHERE THE WATER MAIN IS LESS THAN 18-INCHES CLEAR ABOVE THE SEWER LINE OR WHERE A 10-FOOT HORIZONTAL SEPARATION CANNOT BE MAINTAINED, THE AREA OF CROSSING MUST BE CONSTRUCTED IN SUCH A MANNER THAT:

A) THE WATER MAIN IS CONSTRUCTED SUCH THAT THERE ARE NO PIPE JOINTS FOR A DISTANCE OF AT LEAST 10-FEET ON EACH SIDE OF THE POINT OF CROSSING, OR;

B) THE WATER MAIN OR SEWER MAIN IS TOTALLY ENCASED IN AT LEAST 4-INCHES OF 2-SACK SAND CEMENT SLURRY FOR A DISTANCE OF AT LEAST 10-FEET ON EACH SIDE OF THE POINT OF CROSSING, OR;

C) THE WATER MAIN OR SEWER MAIN IS INSTALLED IN A PIPE SLEEVE THAT EXTENDS, WITHOUT JOINTS, AT LEAST 10-FEET ON EACH SIDE OF THE POINT OF CROSSING.

6 C5.4 WATERLINE PROTECTION AT SEWER CROSSING
N.T.S.

**GENERAL NOTES:**

"WATER" INCLUDES WATER MAINS AND LATERALS.
"SEWER" INCLUDES SANITARY SEWER, STORM DRAIN AND RECLAIMED WASTEWATER MAINS AND LATERALS.
"SLEEVE" MEANS ENCASING THE WATER OR SEWER WITH A 20' LENGTH OF AWWA C900 CLASS 100 OR GREATER WATER QUALITY PIPE, CENTERED AT THE POINT OF WATER/SEWER CROSSING. TO AVOID BEING GROUTED IN PLACE, THE WATER MAIN INSIDE THE SLEEVE MUST HAVE A DIAMETER EQUAL TO OR GREATER THAN 2/3 THE DIAMETER OF THE SLEEVE. USE OF A "SLEEVE" IS AN ACCEPTABLE ALTERNATIVE TO CENTERING THE WATER AND SEWER AT THE POINT OF CROSSING.
"RESTRAIN" MEANS USING MECHANICAL COUPLINGS TO RESTRICT JOINT MOVEMENT OR SEPARATION OF PIPE JOINTS WITHIN 10' EACH SIDE OF THE POINT OF CROSSING.
"SPECIAL CONSTRUCTION" IDENTIFIES ACCEPTABLE MITIGATION OR PROTECTION THAT ADDRESSES PHYSICALLY CONSTRAINED ENVIRONMENTS WHERE THE REQUIREMENTS OF NAC 445A.67175 INCLUSIVE CANNOT BE MET. AREAS OF "SPECIAL CONSTRUCTION" ARE TO BE IDENTIFIED ON THE PLANS IN PLAN VIEW USING CROSS-HATCHING AND IN PROFILE VIEW BY REFERENCING A STANDARD DETAIL.
"CONCRETE ENCASEMENT" OF THE WATER AS MITIGATION OR PROTECTION IS DISCOURAGED.

**EVERY EFFORT IS TO BE MADE TO KEEP WATER MAIN OR WATER LATERAL 18" ABOVE SEWER MAIN AND WATER MAIN 12" ABOVE SEWER LATERAL. OTHERWISE, THE FOLLOWING SPECIAL CONSTRUCTION METHODS APPLY:**

*SEWER MAIN ABOVE WATER MAIN, OR BELOW LESS THAN 18":*
1 SLEEVE OR CENTER SEWER MAIN AND SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN.

*EXISTING SEWER MAIN ABOVE WATER, OR BELOW LESS THAN 18":*
1 POLYETHYLENE WRAP AND CONCRETE ENCASE SEWER MAIN JOINTS WITHIN 10' EACH SIDE OF THE POINT OF CROSSING AND SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN.

*EXISTING SEWER FORCE MAIN ABOVE WATER MAIN, OR BELOW LESS THAN 18":*
1 POLYETHYLENE WRAP AND CONCRETE ENCASE SEWER FORCE MAIN JOINTS WITHIN 10' EACH SIDE OF THE POINT OF CROSSING (UNLESS WELDED HDPE THEN NOT NECESSARY) AND SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN.

*<24" RCP STORM DRAIN ABOVE WATER MAIN, OR BELOW LESS THAN 18":*
1 POLYETHYLENE WRAP AND CONCRETE ENCASE RCP STORM DRAIN JOINTS WITHIN 10' EACH SIDE OF THE POINT OF CROSSING AND SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN.
2 USE EXTERNAL JOINT SEALANTS FOR RCP STORM DRAIN DIAMETERS FROM 16"-21" AND SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN.

*>OR=24" RCP STORM DRAIN ABOVE WATER MAIN, OR BELOW LESS THAN 18":*
1 POLYETHYLENE WRAP AND CONCRETE ENCASE RCP STORM DRAIN JOINTS WITHIN 10' EACH SIDE OF THE POINT OF CROSSING AND SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN.
2 USE EXTERNAL JOINT SEALANTS OR JOINT GASKETS ON RCP STORM DRAIN AND SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN.
3 USE EXTERNAL JOINT SEALANTS FOR RCP STORM DRAIN DIAMETERS FROM 24"-168" AND SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN.

*PVC STORM DRAIN ABOVE WATER MAIN, OR BELOW LESS THAN 18":*
1 SLEEVE OR CENTER PVC STORM DRAIN AND SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN.

*SEWER LATERAL ABOVE WATER MAIN, OR BELOW LESS THAN 12":*
1 SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN AND SLEEVE SEWER LATERAL.
2 SLEEVE WATER MAIN OR CENTER AND RESTRAIN WATER MAIN AND CENTER SEWER LATERAL.

*SEWER MAIN ABOVE WATER LATERAL, OR BELOW LESS THAN 18":*
1 USE PE TUBING CONFORMING TO AWWA STANDARD C901-88 AND ASTM D2737 FOR WATER LATERAL AND SLEEVE OR CENTER SEWER MAIN.

7 C5.4 VERTICAL CROSSING CONFLICTS
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12/10/2025

TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

| | |
|---|---|
| PROJECT NO: | 1259.01.25 |
| DESIGNED BY: | SC |
| DRAWN BY: | AM |
| CHECKED BY: FH | DATE 10/30/2025 |
| DATE: | 12/09/2025 |


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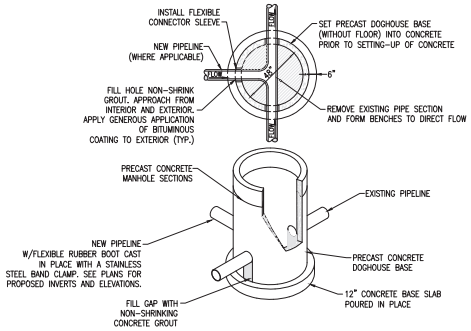
SHEET TITLE

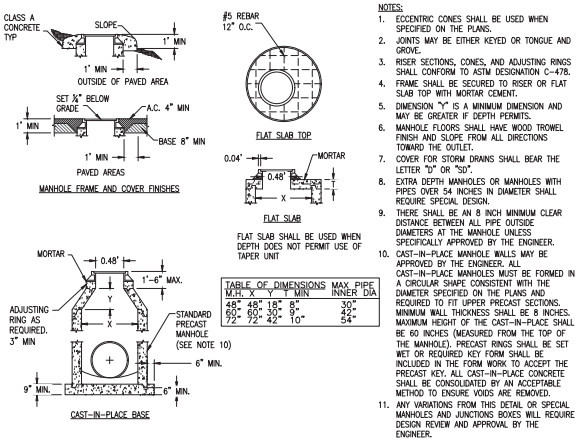
STORM WATER QUALITY BMP DETAILS

DRAWING
C5.4

SHEET 24 OF 85




1 C5.5 DOGHOUSE SANITARY MANHOLE DETAIL
NTS

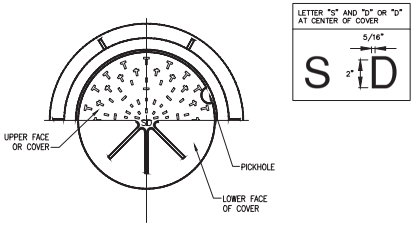



| TABLE OF DIMENSIONS | | | MAX PIPE |
|---|---|---|---|
| M.H. | X | Y MIN | INNER DIA |
| 48" | 48" | 18" 8" | 30" |
| 60" | 60" | 30" 9" | 42" |
| 72" | 72" | 42" 10" | 54" |

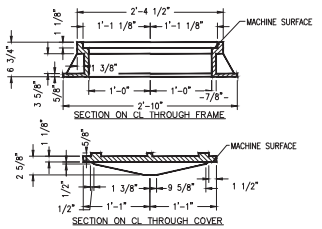
NOTES:
1. ECCENTRIC CONES SHALL BE USED WHEN SPECIFIED ON THE PLANS.
2. JOINTS MAY BE EITHER KEYED OR TONGUE AND GROVE.
3. RISER SECTIONS, CONES, AND ADJUSTING RINGS SHALL CONFORM TO ASTM DESIGNATION C-478.
4. FRAME SHALL BE SECURED TO RISER OR FLAT SLAB TOP WITH MORTAR CEMENT.
5. DIMENSION "Y" IS A MINIMUM DIMENSION AND MAY BE GREATER IF DEPTH PERMITS.
6. MANHOLE FLOORS SHALL HAVE WOOD TROWEL FINISH AND SLOPE FROM ALL DIRECTIONS TOWARD THE OUTLET.
7. COVER FOR STORM DRAINS SHALL BEAR THE LETTER "D" OR "SD".
8. EXTRA DEPTH MANHOLES OR MANHOLES WITH PIPES OVER 54 INCHES IN DIAMETER SHALL REQUIRE SPECIAL DESIGN.
9. THERE SHALL BE AN 8 INCH MINIMUM CLEAR DISTANCE BETWEEN ALL PIPE OUTSIDE DIAMETERS AT THE MANHOLE UNLESS SPECIFICALLY APPROVED BY THE ENGINEER.
10. CAST-IN-PLACE MANHOLE WALLS MAY BE APPROVED BY THE ENGINEER. ALL CAST-IN-PLACE MANHOLES MUST BE FORMED IN A CIRCULAR SHAPE CONSISTENT WITH THE DIAMETER SPECIFIED ON THE PLANS AND REQUIRED TO FIT UPPER PRECAST SECTIONS. MINIMUM WALL THICKNESS SHALL BE 8 INCHES. MAXIMUM HEIGHT OF THE CAST-IN-PLACE SHALL BE 60 INCHES (MEASURED FROM THE TOP OF THE MANHOLE). PRECAST RINGS SHALL BE SET WET OR REQUIRED KEY FORM SHALL BE INCLUDED IN THE FORM WORK TO ACCEPT THE PRECAST KEY. ALL CAST-IN-PLACE CONCRETE SHALL BE CONSOLIDATED BY AN ACCEPTABLE METHOD TO ENSURE VOIDS ARE REMOVED.
11. ANY VARIATIONS FROM THIS DETAIL OR SPECIAL MANHOLES AND JUNCTIONS BOXES WILL REQUIRE DESIGN REVIEW AND APPROVAL BY THE ENGINEER.

City of South Lake Tahoe
ENGINEERING DEPARTMENT
STORMDRAIN MANHOLE (SDMH)
APPROVED BY: 04/01/2009 CITY ENGINEER
NOT TO SCALE
STANDARD DRAWING SD40

2 C5.5 STORMDRAIN MANHOLE
NTS




HALF PLAN OF MANHOLE FRAME & COVER
SD OR D = STORM DRAIN




City of South Lake Tahoe
ENGINEERING DEPARTMENT
STORMDRAIN MANHOLE 24" FRAME & COVER
APPROVED BY: 12/28/07 CITY ENGINEER
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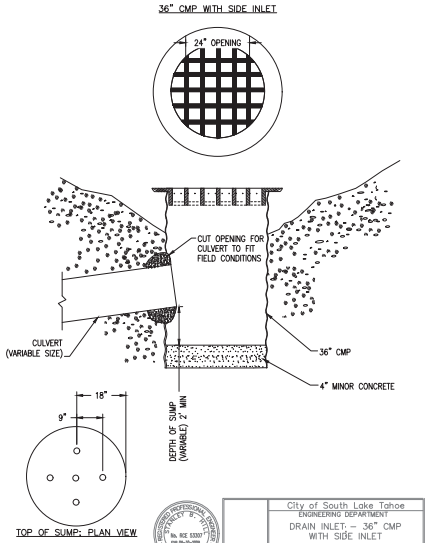
STANDARD DRAWING SD43

3 C5.5 STORMDRAIN MANHOLE 24" FRAME & COVER
NTS




City of South Lake Tahoe
ENGINEERING DEPARTMENT
DRAIN INLET: – 36" CMP WITH SIDE INLET
APPROVED BY: 12/28/07 CITY ENGINEER
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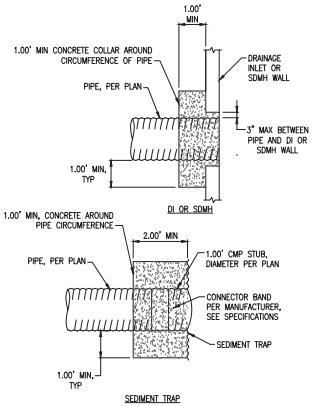
STANDARD DRAWING SD54

4 C5.5 36" CMP
NTS




City of South Lake Tahoe
ENGINEERING DEPARTMENT
CONCRETE COLLAR
APPROVED BY: 04/01/2009 CITY ENGINEER
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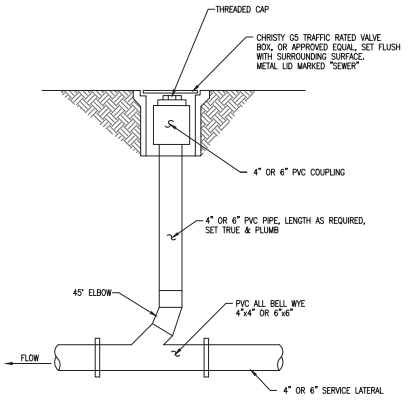
STANDARD DRAWING SD63

5 C5.5 CONCRETE COLLAR
NTS




NOTE: ALL JOINTS AND CONNECTIONS SHALL BE WATERTIGHT.

6 C5.5 CLEANOUT
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OWNER

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#220a
DALLAS, TX 75252

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DRAWN BY: AM
CHECKED BY: FH DATE 10/30/2025
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SHEET TITLE

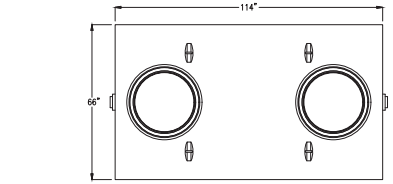
SEWER/STORM DRAIN DETAILS

DRAWING C5.5

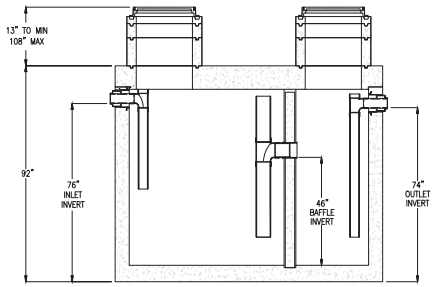
SHEET 25 OF 85

P:\Active Projects\Sunrise Marina - 1259\1259.01.25 - Tahoe Keys Marina Redevelopment\CAD Files\Sheets\2000 - DETAILS.dwg Layout: C5.1 Printed On: Oct 09, 2025 @ 3:27pm | By:Ka.Ha (Left Sun)

663

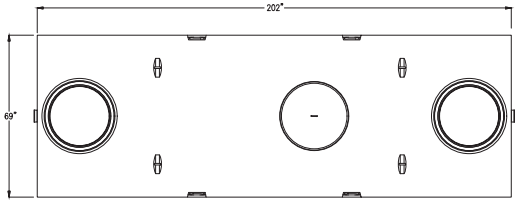



PLAN VIEW

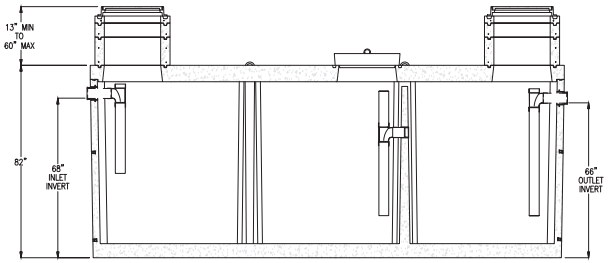



CROSS SECTION

1 C5.6 1500 GALLON GRAVITY GREASE INTERCEPTOR
NTS

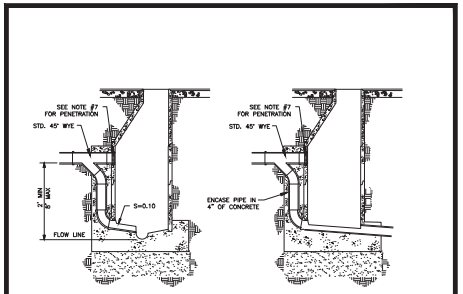



PLAN VIEW




CROSS SECTION

2 C5.6 3000 GALLON GRAVITY GREASE INTERCEPTOR
NTS




LATERAL TO MAIN MAIN TO MAIN

NOTES:

1) DROP MANHOLES ARE TO BE USED ON ALL SANITARY SEWERS WITH MORE THAN TWO FEET (2') VERTICAL DROP AT MANHOLE. DROP SHALL NOT EXCEED EIGHT FEET (8') AT ANY MANHOLE.
2) MAINS SHALL BE SLOPED TO FALL AT LEAST ONE TENTH OF A FOOT (0.1') ACROSS MANHOLE SECTIONS.
3) ALL OTHER DIMENSIONS, NOTES AND REQUIREMENTS AS SHOWN ON STANDARD MANHOLE DETAIL SHALL APPLY TO DROP MANHOLES.
4) DIMENSIONS NOT SHOWN ARE GIVEN ON STANDARD MANHOLE DETAIL.
5) ALL JOINTS AND CONNECTIONS TO NEW OR EXISTING MANHOLES SHALL BE WATERTIGHT.
6) ALL JOINTS SHALL BE SEALED WITH: "RAM-NEK" BY K.T. SNYDER COMPANY OR APPROVED EQUAL.
7) PENETRATIONS AT WYE SHALL HAVE LINKSEAL OR APPROVED EQUAL; PENETRATION SHALL BE TROWEL SMOOTH INSIDE AND OUT WITH NON-SHRINK GROUT OVER LINKSEAL.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

3 C5.6 DROP MANHOLE
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(775) 329-4955 * Fax (775) 329-5098

REGISTERED PROFESSIONAL ENGINEER
WILLIAM R. CALLICRATE
NO. C 82189
EXP. 05/31/26
CIVIL
STATE OF CALIFORNIA
12/10/2025

TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

PROJECT NO: 1259.01.25
DESIGNED BY: SC
DRAWN BY: AM
CHECKED BY: FH DATE 10/30/2025
DATE: 12/09/2025

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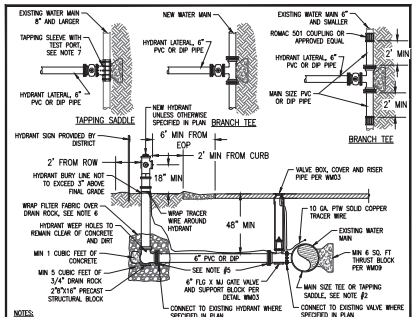
SHEET TITLE

SEWER/STORM DRAIN DETAILS

DRAWING C5.6

SHEET 26 OF 85




NOTES:

1) FIRE HYDRANTS SHALL HAVE TWO 2-1/2" HOSE NOZZLES AND ONE 4" PUMPER NOZZLE AND BE FACTORY PAINTED RED.
2) FIRE LINE TEE ON NEW WATER MAINS AND EXISTING WATER MAINS 6" AND SMALLER SHALL BE DUCTILE IRON WITH 6" FLANGED BRANCH. WRAP DUCTILE IRON TEE WITH POLYWRAP PER AWWA C105. TAPPING SADDLE TO BE USED ON EXISTING WATER MAINS 8" AND LARGER SHALL BE STAINLESS STEEL WITH 6" FLANGED BRANCH.
3) EXPOSED NUTS AND BOLTS ON MJ FITTINGS TO BE PAINTED WITH TWO COATS OF KOPPERS 505, TNEMEC 46-450, AMERON, OR EQUAL. 15 MILS EACH COAT.
4) ALL FLANGES TO BE BURIED, COAT ENTIRE ASSEMBLY WITH PETROLATUM SATURATED FABRIC TAPE WRAP SYSTEM.
5) THE ENTIRE HYDRANT ASSEMBLY FROM THE MAIN TO THE HYDRANT SHALL BE RESTRAINED.
6) COMPLETELY WRAP DRAIN ROCK IN FILTER FABRIC AND SECURE TO HYDRANT RISER WITH TAPE. DRAIN ROCK SHALL COVER HYDRANT WEEP HOLES WITH 6" MINIMUM COVER.
7) TAPPING SADDLES SHALL BE PRESSURE TESTED PRIOR TO SCHEDULING HOT TAP. HOT TAP TO BE PERFORMED BY DISTRICT CREW. SCHEDULE HOT TAP 48 HOURS IN ADVANCE.
8) ON NEW WATER MAINS HYDRANT ASSEMBLY SHALL PASS HYDROSTATIC PRESSURE AND DISINFECTION TESTING ALONG WITH THE NEW PIPELINE. FOR INSTALLATIONS ON EXISTING MAINS WHERE HYDRANT LATERAL IS LESS THAN 20 FEET, PIPING, HYDRANTS AND FITTINGS SHALL BE SWABBED. ALL DISINFECTION SHALL CONFORM TOP AWWA C651.
9) THE EXACT LOCATIONS FOR THE FIRE HYDRANT INSTALLATIONS WILL BE DETERMINED IN THE FIELD.

APPROVED BY: JOSH R EDDS, DISTRICT ENGINEER P.E. No. CE 20000

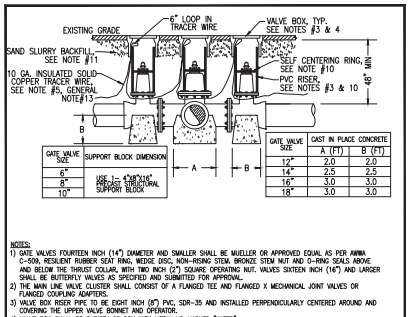
FIRE HYDRANT

STANDARD DET AL WM04

DATE: 6/2022 SCALE: NTS

WM04

1 C5.7 FIRE HYDRANT ASSEMBLY N.T.S.




| GATE VALVE SIZE | SUPPORT BLOCK DIMENSION |
|---|---|
| 6" | USE 1 - 4'8"X16" PRECAST STRUCTURAL SUPPORT BLOCK |
| 8" | |
| 10" | |

| GATE VALVE SIZE | CAST IN PLACE CONCRETE A (FT) | B (FT) |
|---|---|---|
| 12" | 2.0 | 2.0 |
| 14" | 2.5 | 2.5 |
| 16" | 3.0 | 3.0 |
| 18" | 3.0 | 3.0 |

NOTES:

1) GATE VALVES FOURTEEN INCH (14") DIAMETER AND SMALLER SHALL BE MUELLER OR APPROVED EQUAL AS PER AWWA C-509, RESILIENT RUBBER SEAT RING, WEDGE DISC, NON-RISING STEM. BRONZE STEM NUT AND O-RING SEALS ABOVE AND BELOW THE THRUST COLLAR, WITH TWO INCH (2") SQUARE OPERATING NUT. VALVES SIXTEEN INCH (16") AND LARGER SHALL BE BUTTERFLY VALVES AS SPECIFIED AND SUBMITTED FOR APPROVAL.
2) THE MAIN LINE VALVE CLUSTER SHALL CONSIST OF A FLANGED TEE AND FLANGED X MECHANICAL JOINT VALVES OR FLANGED COUPLING ADAPTERS.
3) VALVE BOX RISER PIPE TO BE EIGHT INCH (8") PVC, SDR-35 AND INSTALLED PERPENDICULARLY CENTERED AROUND AND COVERING THE UPPER VALVE BONNET AND OPERATOR.
4) VALVE BOX SHALL BE CHRISTY G5 BOX WITH METAL LID MARKED "WATER" THE 10 GA. TRACER WIRE SHALL BE ROUTED FROM THE NEW MAIN, LOOPED THROUGH THE VALVE BOXES AND CLAMPED TO THE EXISTING WATER MAIN USING STAINLESS STEEL CLAMPS. CONTINUITY BETWEEN ALL NEW AND EXISTING PIPELINES SHALL BE MAINTAINED.
6) EXPOSED NUTS AND BOLTS ON MJ FITTINGS TO BE PAINTED WITH TWO COATS OF KOPPERS 505, TNEMEC 46-450, AMERON OR EQUAL 15 MILS EACH COAT.
7) ALL FLANGES TO BE BURIED, COAT ENTIRE ASSEMBLY WITH PETROLATUM SATURATED FABRIC TAPE WRAP SYSTEM IN ACCORDANCE WITH STPUD REQUIREMENTS.
8) CONCRETE FOR SUPPORT BLOCKS SHALL BE FORMED TO MAINTAIN MINIMUM TWO INCH (2") CLEARANCE FROM FLANGE BOLTS.
9) PRE CAST STRUCTURAL SUPPORT BLOCKS SHALL BE SOLID AND CONFORM TO ASTM C90.
10) PROVIDE AND INSTALL SELF CENTERING ALIGNMENT RING WITH SLIDING ADJUSTER AS MANUFACTURED BY THE AMERICAN FLOW CONTROL CORP. AND SUPPLIED FOR A TRENCH ADAPTER VALVE BOX ASSEMBLY.
11) THE REQUIREMENTS FOR TRENCH BACK FILL AT ALL INTER TIE VALVE CLUSTERS SHALL INCLUDE THE PLACEMENT OF TWO SACK SAND SLURRY WITHIN 3' OF ALL VALVE BOXES BETWEEN THE AB PIPE ZONE MATERIAL AND BOTTOM OF AC PAVEMENT. THIS REQUIREMENT SHALL NOT APPLY TO SINGLE VALVE INSTALLATIONS.
12) FOR ALL VALVE OPERATING NUTS EXCEEDING FORTY EIGHT INCHES (48") BURY THE CONTRACTOR SHALL PROVIDE VALVE OPERATOR EXTENSIONS WITH TRASH RINGS TO A MINIMUM DEPTH OF THIRTY SIX INCHES (36").

APPROVED BY: JOSH R EDDS, DISTRICT ENGINEER P.E. No. CE 20000

WATER VALVE ASSEMBLY

STANDARD DET AL WM03

DATE: 4/11/2022 SCALE: NTS

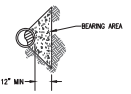
WM03

2 C5.7 WATER VALVE ASSEMBLY N.T.S.

THRUST BLOCK AREA REQUIRED - SQUARE FEET

| TYPE OF FITTING | | 90° ELBOW | 45° ELBOW | 22.5° ELBOW | 11.25° ELBOW | TEE BRANCH | TEE W/ PLUG | CROSS W/ PLUG | CROSS W/ PLUGS |
|---|---|---|---|---|---|---|---|---|---|
| TYPICAL INSTALLATION | | | | | | | | | |
| SIZE OF PIPE | 6" | 4 | 4 | 2 | 2 | 4 | 4 | 4 | 4 |
| | 8" | 10 | 6 | 3 | 3 | 10 | 10 | 10 | 10 |
| | 10" | 12 | 8 | 4 | 4 | 15 | 15 | 15 | 15 |
| | 12" | 16 | 10 | 6 | 6 | 20 | 20 | 20 | 20 |
| | 14" | 21 | 12 | 6 | 6 | 22 | 21 | 22 | 21 |
| | 16" | 27 | 15 | 8 | 8 | 22 | 27 | 27 | 27 |
| | 18" | 45 | 25 | 13 | 13 | 32 | 45 | 45 | 45 |
| | 24" | 65 | 35 | 18 | 18 | 45 | 65 | 65 | 65 |

SECTION




NOTES:

1) JOINTS, FLANGE BOLTS AND FACE OF PLUGS TO BE KEPT CLEAR OF CONCRETE.
2) BLOCKS MUST BE POURED AGAINST UNDISTURBED SOIL.
3) THRUST BLOCKS TO BE CONSTRUCTED OF CLASS 423-C-2500 OR BETTER P.C.C.
4) THRUST BLOCKS AREA IS BASED ON TEST PRESSURE OF 150 PSI AND A HORIZONTAL SOIL BEARING STRENGTH OF 1500 PSI.
5) NUTS AND BOLTS ON ALL MJ FITTINGS SHALL BE PAINTED WITH TWO COATS OF KOPPERS 505, TNEMEC 46-450, AMERON OR EQUAL, 15 MILS EACH COAT.

APPROVED BY: JOSH R EDDS, DISTRICT ENGINEER P.E. No. CE 20000

TYPICAL THRUST BLOCK

STANDARD DETAIL WM09

DATE: 4/12/2022 SCALE: NTS

WM09

3 C5.7 THRUST BLOCK N.T.S.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REGISTERED PROFESSIONAL ENGINEER WILLIAM R. CALLICOTT NO. C 82189 EXP. 05/31/26 CIVIL STATE OF CALIFORNIA

12/10/2025

TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

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CHECKED BY: FH DATE 10/30/2025
DATE: 12/09/2025


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SHEET TITLE

WATER DETAILS

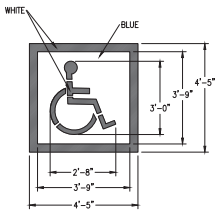
DRAWING C5.7

SHEET 27 OF 85

30% SUBMITTAL
PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 12-09-2025

811 Know what's below. Call before you dig


P:\Active Projects\Carnelian Marina - 1259\1259.01.25 - Tahoe Keys Marina Redevelopment\CAD Redev\Sheets\2050 - DETAILS.dwg Layout: C5.7 Printed By: RS, 2025 @ 3:23pm | 10.5x24.5x (Left Town)




1 C5.8 HANDICAP MARKING
NTS

30% SUBMITTAL
PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 12-09-2025

811 Know what's below. Call before you dig

NCE
300 E Second St. Suite 1210
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(775) 329-4955 * Fax (775) 329-5098

REGISTERED PROFESSIONAL ENGINEER
ELIAS R. CALLAGHAN
NO. C 82189
EXP. 03/31/26
CIVIL
STATE OF CALIFORNIA
12/10/2025

TAHOE KEYS MARINA REDEVELOPMENT

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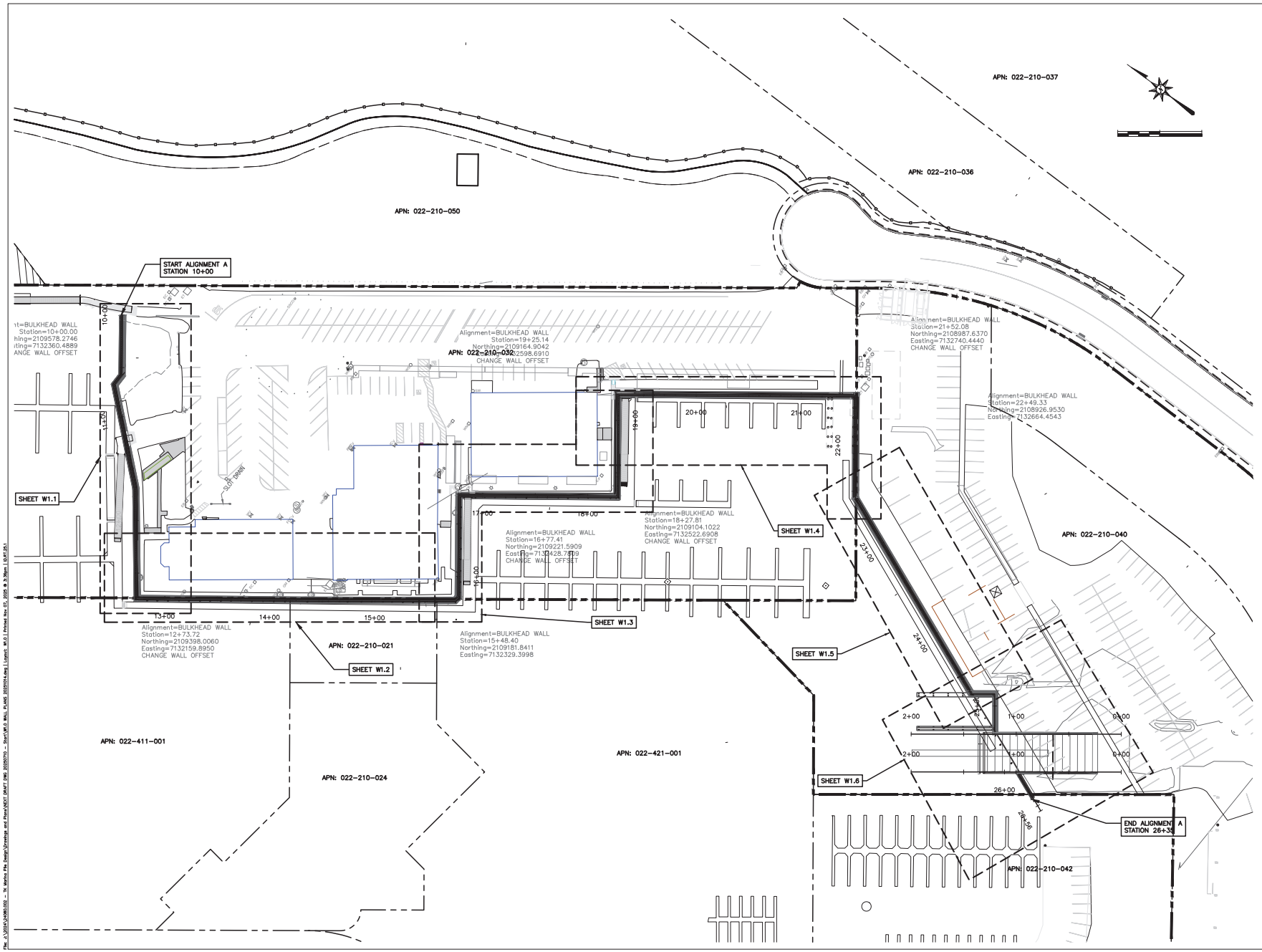
SHEET TITLE

SIGNAGE AND STRIPING DETAILS

DRAWING

C5.8

SHEET 28 OF 85




Reno Tahoe Geo Associates, Inc.
CONSULTING CIVIL ENGINEERS

TAHOE KEYS MARINA
BULKHEAD
REPLACEMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

| | |
|---|---|
| PROJECT NO: | 24080.002 |
| DESIGNED BY: | JWP |
| DRAWN BY: | CAB |
| CHECKED BY: | JWP |
| DATE: | OCT 2025 |
| DATE: | OCT 2025 |

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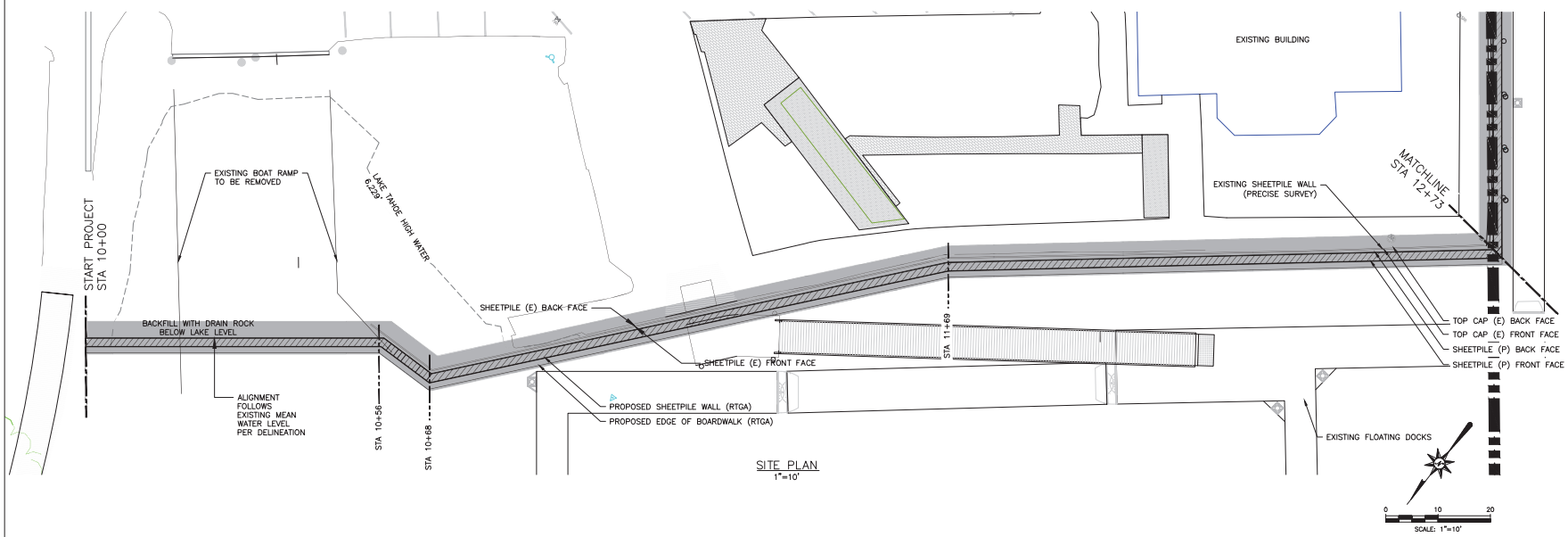
SHEET TITLE

SHEET INDEX MAP FOR
WALL PLANS

DRAWING

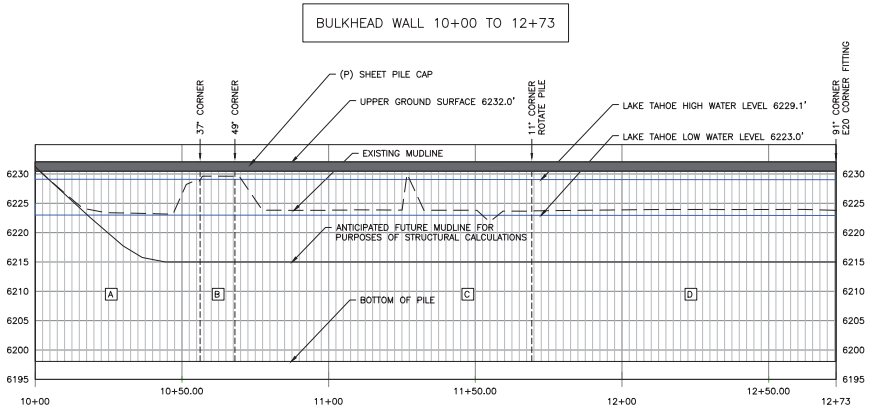
W1.0

SHEET 29 OF 85




SITE PLAN
1"=10'

BULKHEAD WALL 10+00 TO 12+73




PROFILE
HORIZ SCALE: 1"=20'
VERT SCALE: 1"=6'

LEGEND:

- FUTURE WALKWAY BOUNDARY
- SHEETPILE WALL, EXISTING
- SHEETPILE WALL, PROPOSED
- CAST-IN-PLACE CONCRETE CAP SLAB
- BRACE PILES, EXISTING TO BE REMOVED
- *LINE WEIGHTS/COLORS INDICATE DIFFERENT SURVEYS

NOTES:
1. LOCATION OF LAND EDGE OF (P) SHEETPILE SHALL BE 9 TO 15 INCHES LAKEWARD FROM THE LAKE EDGE OF THE (E) BULKHEAD CAP. USE TEMPLATE TO ENSURE ALIGNED INSTALLATION.
2. ALL WALL CORNERS WILL BE BUILT WITH 45, 60, OR 90 DEGREE INTERLOCKING CORNER ACCESSORIES APPROVED FOR THE PILES BY THE MANUFACTURER, OR WITH FABRICATED CORNER PILES CONTINUOUSLY WELDED ALONG THE CORNER. SHORTEN OR SPLICE ADJACENT PILES FOR THE WHOLE LENGTH AS NECESSARY SO THAT A UNIFORM SPACING IS PROVIDED BETWEEN NEW AND OLD WALLS ON EACH SIDE OF THE CORNER.

Reno Tahoe Geo Associates, Inc.
CONSULTING CIVIL ENGINEERS

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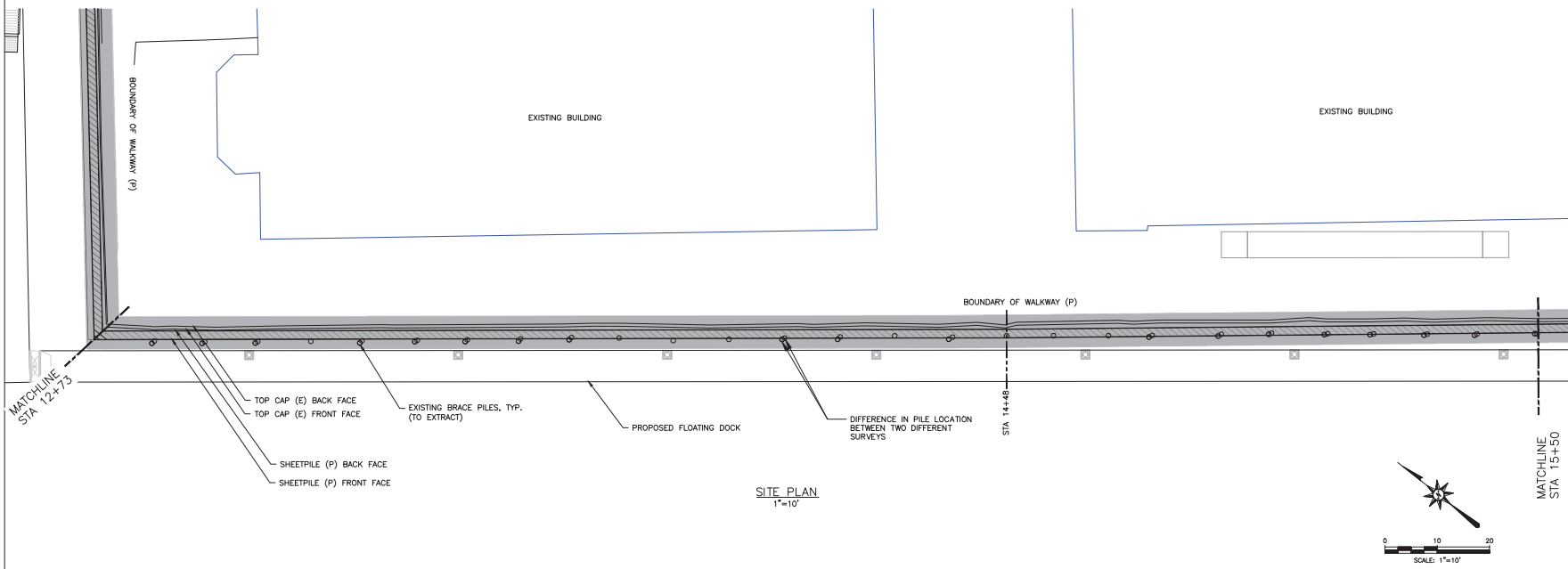
SHEET TITLE

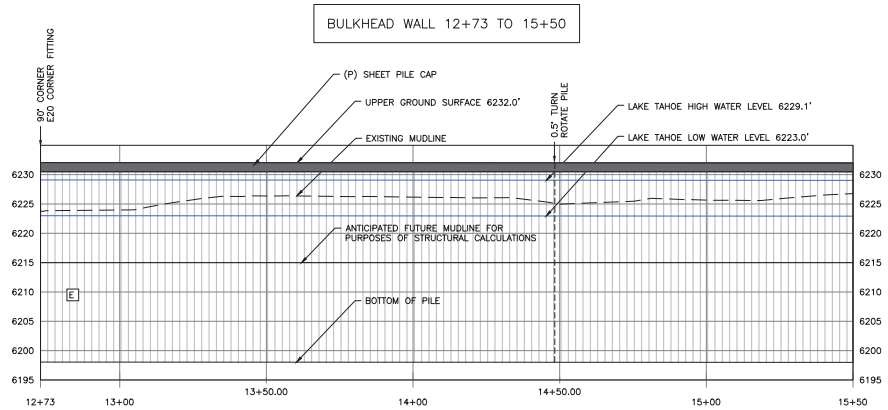
SHEET PILE BULKHEAD
REPLACEMENT
PLAN AND PROFILE

DRAWING
W1.1

SHEET 30 OF 85




SITE PLAN
1"=10'




PROFILE
HORIZ SCALE: 1"=20'
VERT SCALE: 1"=6'

LEGEND:

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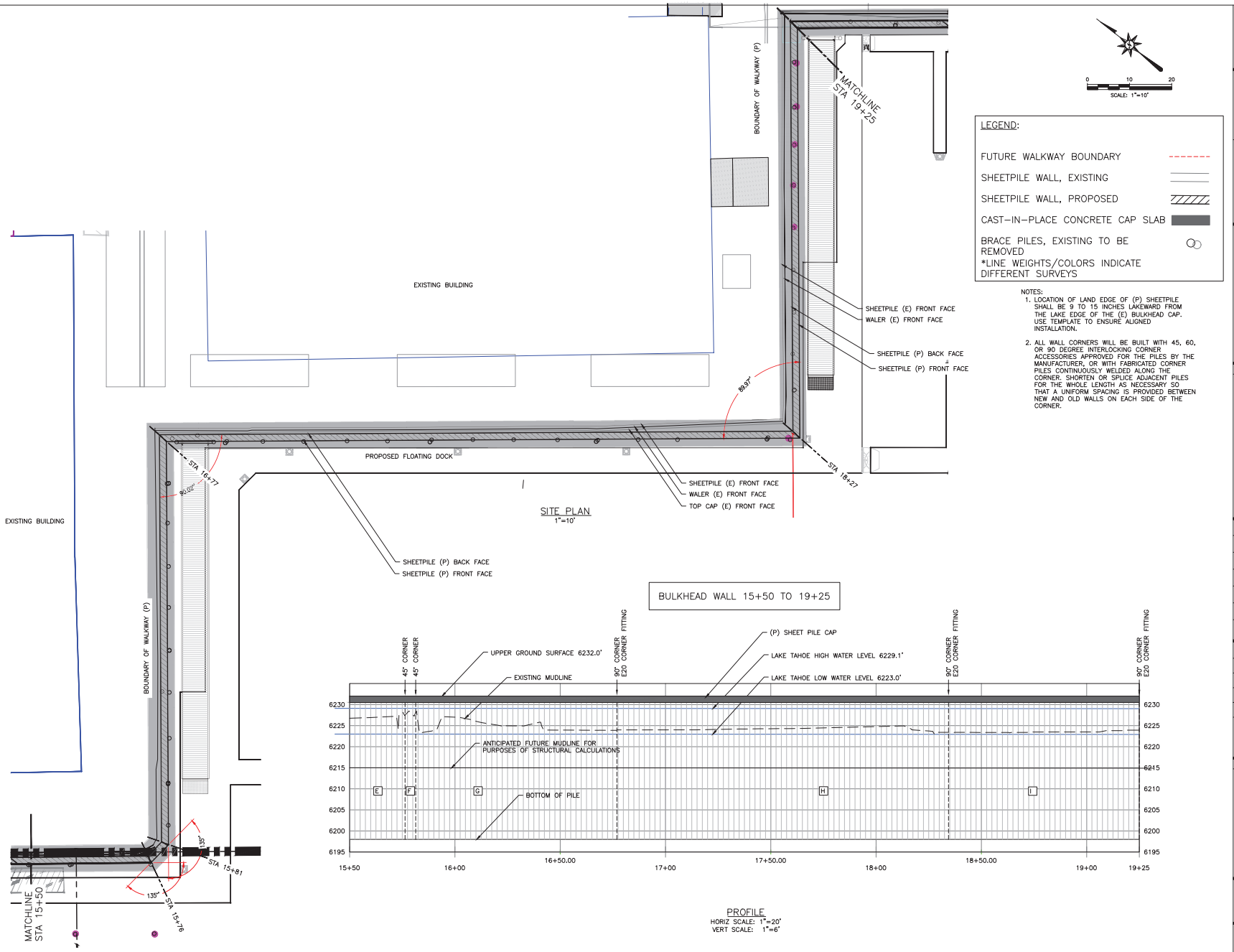
SHEET TITLE

SHEET PILE BULKHEAD REPLACEMENT PLAN AND PROFILE

DRAWING

W1.2

SHEET 31 OF 85

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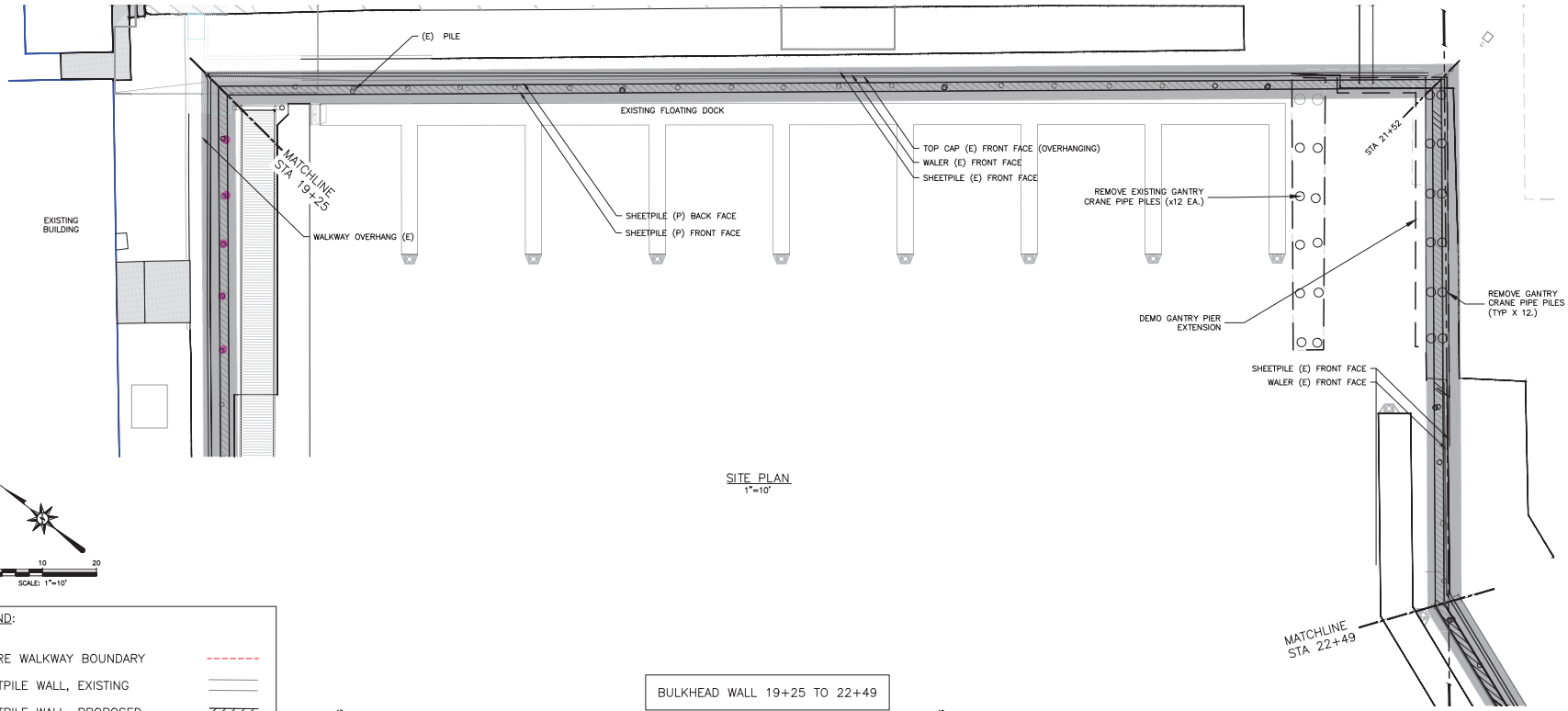
SHEET TITLE

SHEET PILE BULKHEAD
REPLACEMENT
PLAN AND PROFILE

DRAWING

W1.3

SHEET 32 OF 85




SITE PLAN
1"=10'

LEGEND:

- FUTURE WALKWAY BOUNDARY
- SHEETPILE WALL, EXISTING
- SHEETPILE WALL, PROPOSED
- CAST-IN-PLACE CONCRETE CAP SLAB
- BRACE PILES, EXISTING TO BE REMOVED
- *LINE WEIGHTS/COLORS INDICATE DIFFERENT SURVEYS

NOTES:

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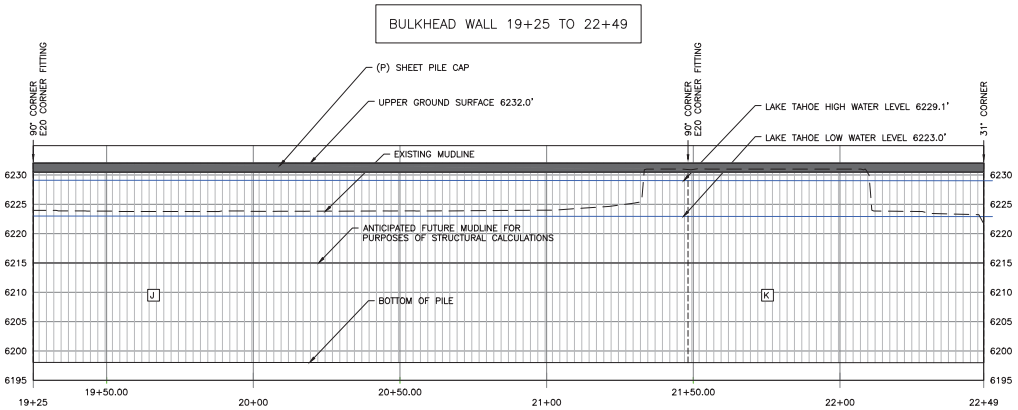
BULKHEAD WALL 19+25 TO 22+49




PROFILE
HORIZ SCALE: 1"=20'
VERT SCALE: 1"=6'

Reno Tahoe Geo Associates, Inc.
CONSULTING CIVIL ENGINEERS

TAHOE KEYS MARINA BULKHEAD REPLACEMENT

OWNER

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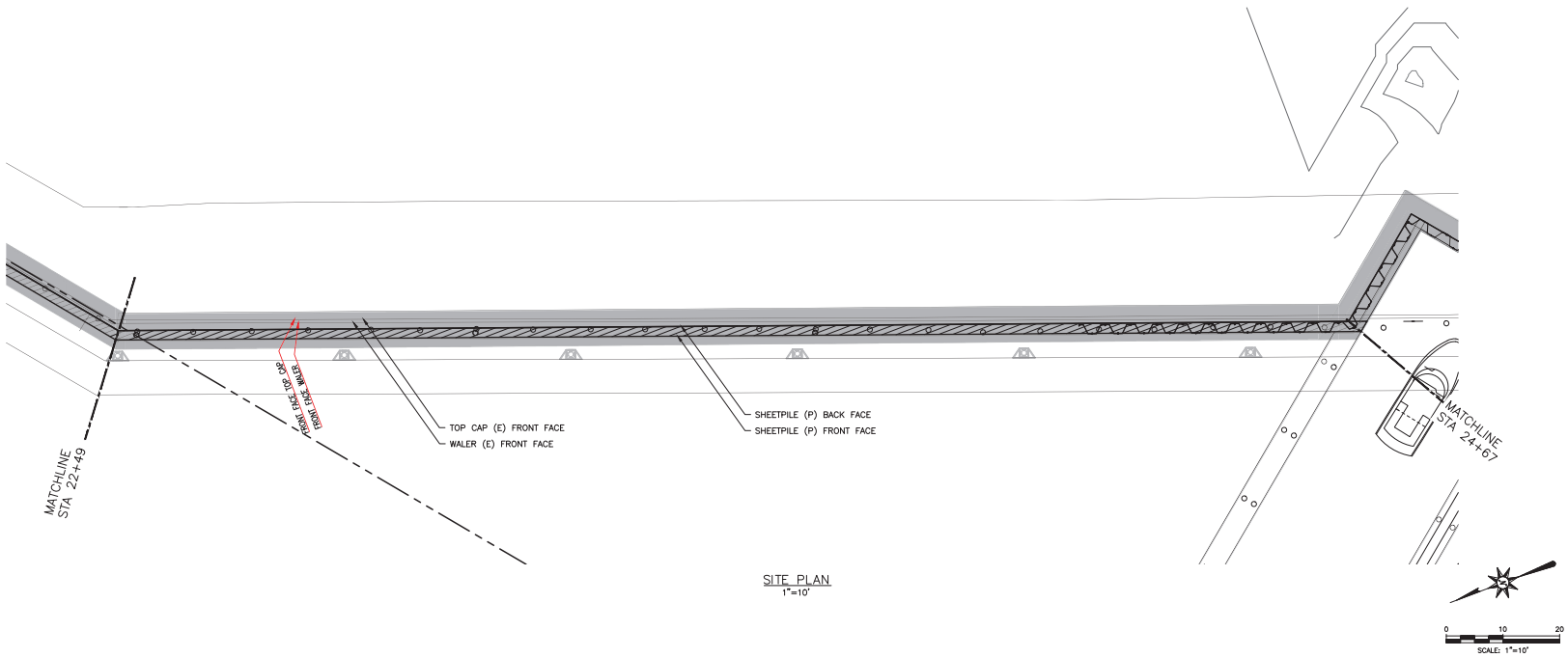
SHEET TITLE

SHEET PILE BULKHEAD REPLACEMENT PLAN AND PROFILE

DRAWING

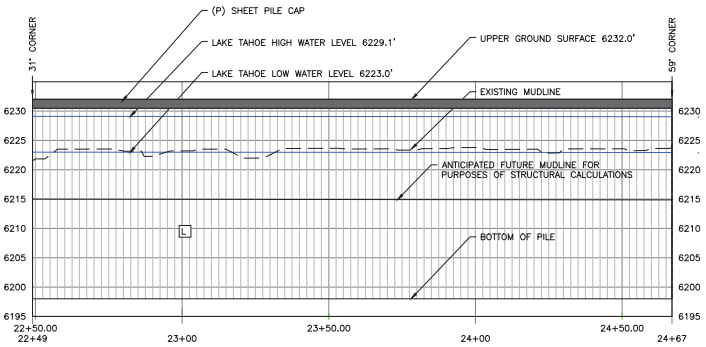
W1.4

SHEET 33 OF 85




SITE PLAN
1"=10'

BULKHEAD WALL 22+49 TO 24+67




PROFILE
HORIZ SCALE: 1"=20'
VERT SCALE: 1"=6'

LEGEND:

- FUTURE WALKWAY BOUNDARY
- SHEETPILE WALL, EXISTING
- SHEETPILE WALL, PROPOSED
- CAST-IN-PLACE CONCRETE CAP SLAB
- BRACE PILES, EXISTING TO BE REMOVED
- *LINE WEIGHTS/COLORS INDICATE DIFFERENT SURVEYS

NOTES:
1. LOCATION OF LAND EDGE OF (P) SHEETPILE SHALL BE 9 TO 15 INCHES LAKEWARD FROM THE LAKE EDGE OF THE (E) BULKHEAD CAP. USE TEMPLATE TO ENSURE ALIGNED INSTALLATION.
2. ALL WALL CORNERS WILL BE BUILT WITH 45, 60, OR 90 DEGREE INTERLOCKING CORNER ACCESSORIES APPROVED FOR THE PILES BY THE MANUFACTURER, OR WITH FABRICATED CORNER PILES CONTINUOUSLY WELDED ALONG THE CORNER. SHORTEN OR SPLICE ADJACENT PILES FOR THE WHOLE LENGTH AS NECESSARY SO THAT A UNIFORM SPACING IS PROVIDED BETWEEN NEW AND OLD WALLS ON EACH SIDE OF THE CORNER.

Reno Tahoe Geo Associates, Inc.
CONSULTING CIVIL ENGINEERS

TAHOE KEYS MARINA BULKHEAD REPLACEMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|

| | |
|---|---|
| PROJECT NO: | 24080.002 |
| DESIGNED BY: | JWP |
| DRAWN BY: | CAB |
| CHECKED BY: JWP | DATE OCT 2025 |
| DATE: | OCT 2025 |

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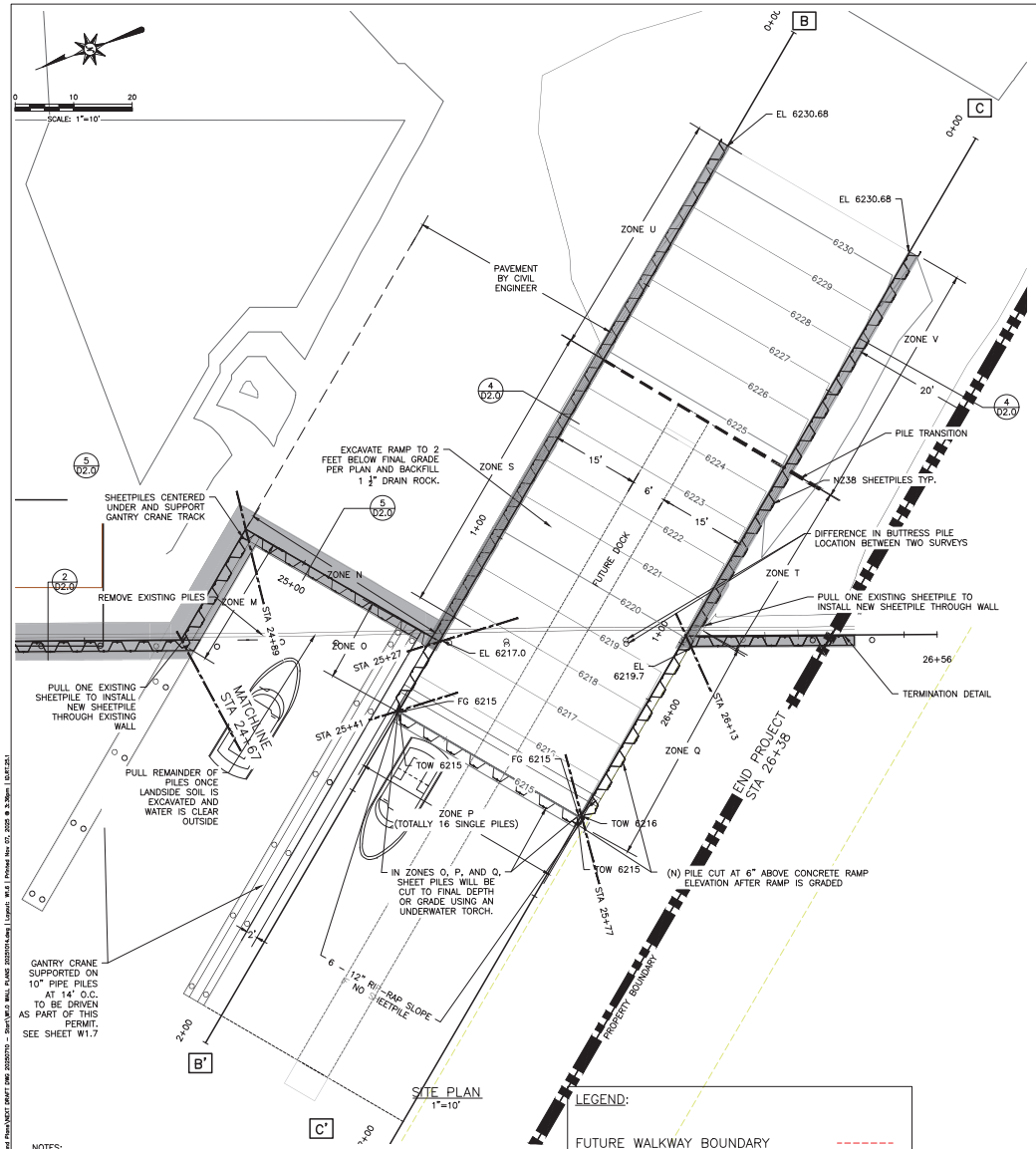
SHEET TITLE

SHEET PILE BULKHEAD REPLACEMENT PLAN AND PROFILE

DRAWING
W1.5

SHEET 34 OF 85




NOTES:

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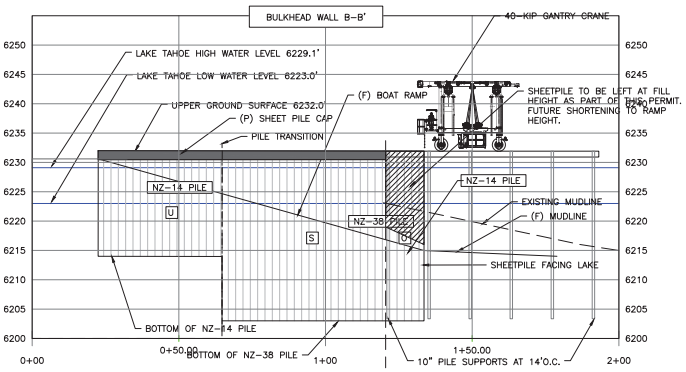


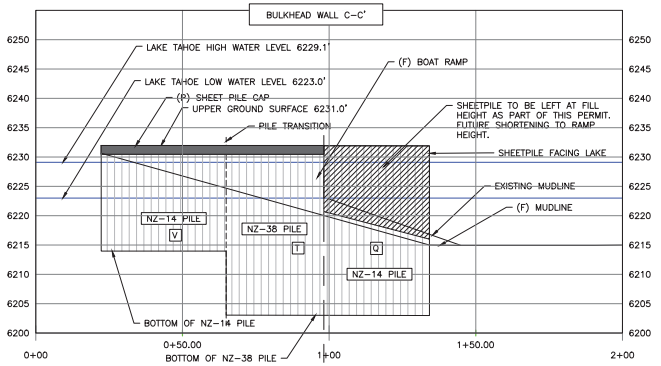


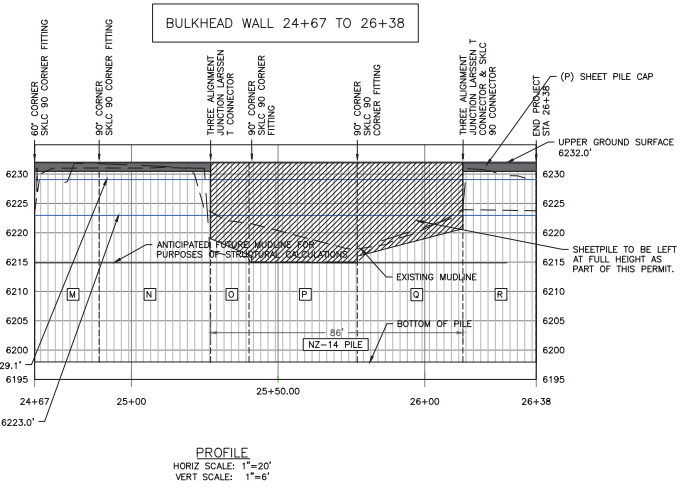


PROFILE
HORIZ SCALE: 1"=20'
VERT SCALE: 1"=6'

Reno Tahoe Geo Associates, Inc.
CONSULTING CIVIL ENGINEERS

TAHOE KEYS MARINA
BULKHEAD
REPLACEMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|
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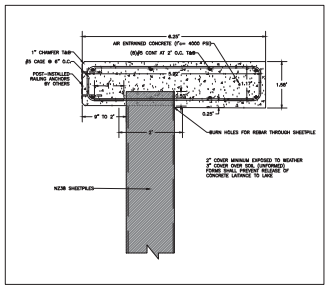
SHEET TITLE

SHEET PILE BULKHEAD
REPLACEMENT
PLAN AND PROFILE

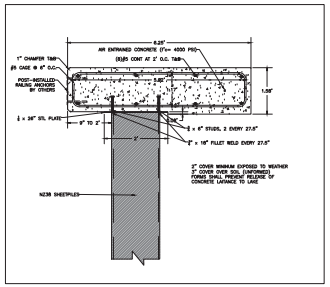
DRAWING

W1.6

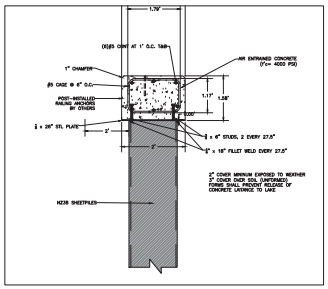
SHEET 35 OF 85



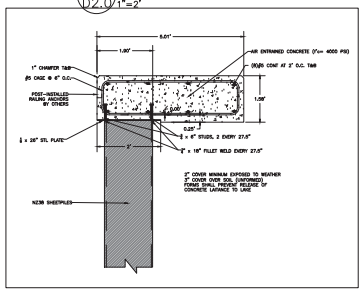
2 D2.0 WALKWAY CAP 1"=2'



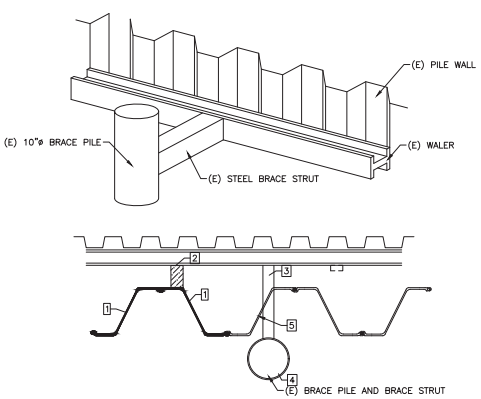
3 D2.0 ALTERNATE CAP 1"=2'



4 D2.0 NARROW CAP 1"=2'



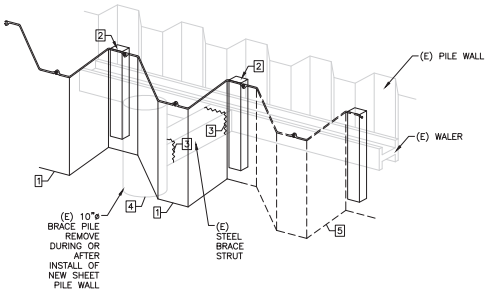
5 D2.0 HALF–NARROW CAP 1"=2'



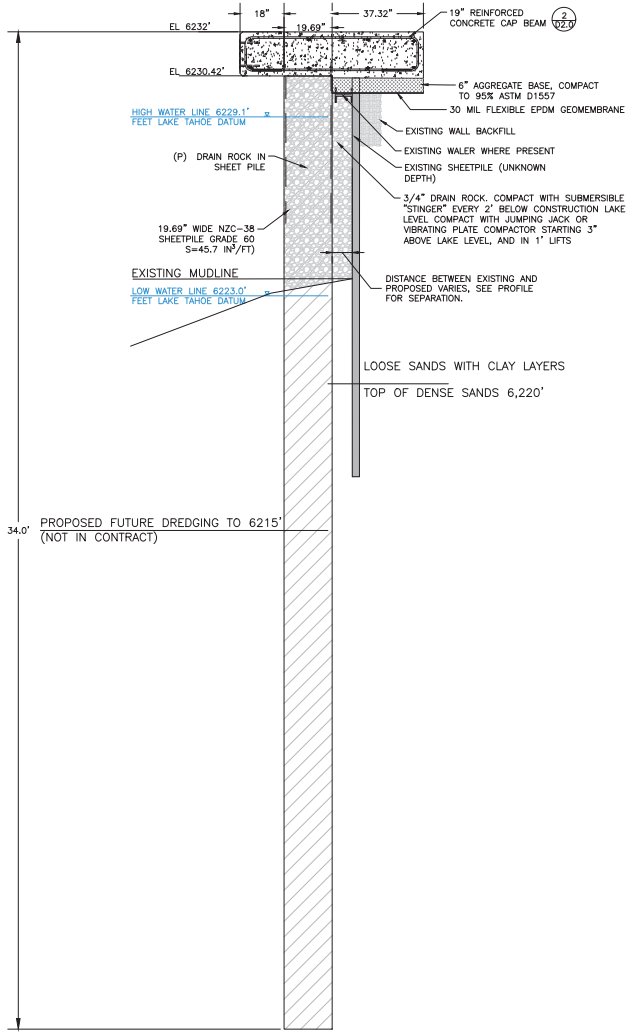

3 D2.0 EXISTING PILE SECTION 1"=1'

INSTALLATION PROCEDURE
1. DRIVE PILE PAIR.
2. INSTALL AND SECURE WOOD 4X4 BLOCKING BETWEEN NEW SHEET PILE AND EXISTING WALER.
3. CUT BRACE STRUT AFTER EXISTING WALL IS BLOCKED.
4. REMOVE EXISTING BRACE PILE AS NECESSARY OR REMOVE LATER.
5. INSTALL NEXT PILE PAIR, REPEAT PROCESS.

REMOVE WOOD BLOCKING DURING BACKFILL PROCESS AT HALF FULL.




4 D2.0 CONCEPTUAL INSTALLATION PROCESS 1"=1'




1 D2.0 TAHOE KEYS MARINA PILE SECTION 1"=1'

Reno Tahoe Geo Associates, Inc.
CONSULTING CIVIL ENGINEERS

TAHOE KEYS MARINA BULKHEAD REPLACEMENT

OWNER

TAHOE KEYS SMI, LLC
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#220a
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SHEET TITLE

SHEETPILE DETAILS

DRAWING

D2.0

SHEET 36 OF 85

71

674

TRPA
MUNSELL #:
D09



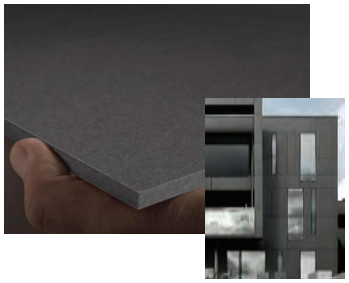
(310) NICHIHA VINTAGEWOOD PANEL IN CEDAR FINISH

TRPA
MUNSELL #:
E10



(311) NICHIHA VINTAGEWOOD PANEL IN BARK FINISH

TRPA
MUNSELL #:
E10



(312) EQUITONE NATURA PANEL

MUNSELL #:
10y 6-1



(313) NICHIHA VINTAGEWOOD PANEL IN ASH FINISH

TRPA
MUNSELL #:
E13



(315) AEP SPAN- SPANSEAM DARK BRONZE FINISH

MUNSELL #:
10y 6-1



(316) NATURAL STONE VENEER

TRPA
MUNSELL #:
E14



(317) KAWNEER- ANODIZED DARK BRONZE #40 FINISH

MUNSELL #:
10GY 8-1



(318) KALWALL TRANSLUCENT FACADE PANEL

MUNSELL #:
10BP 7-2



(320) BOARD- FORMED CONCRETE

TRPA
MUNSELL #:
E10



(331) HOT ROLLED STEEL

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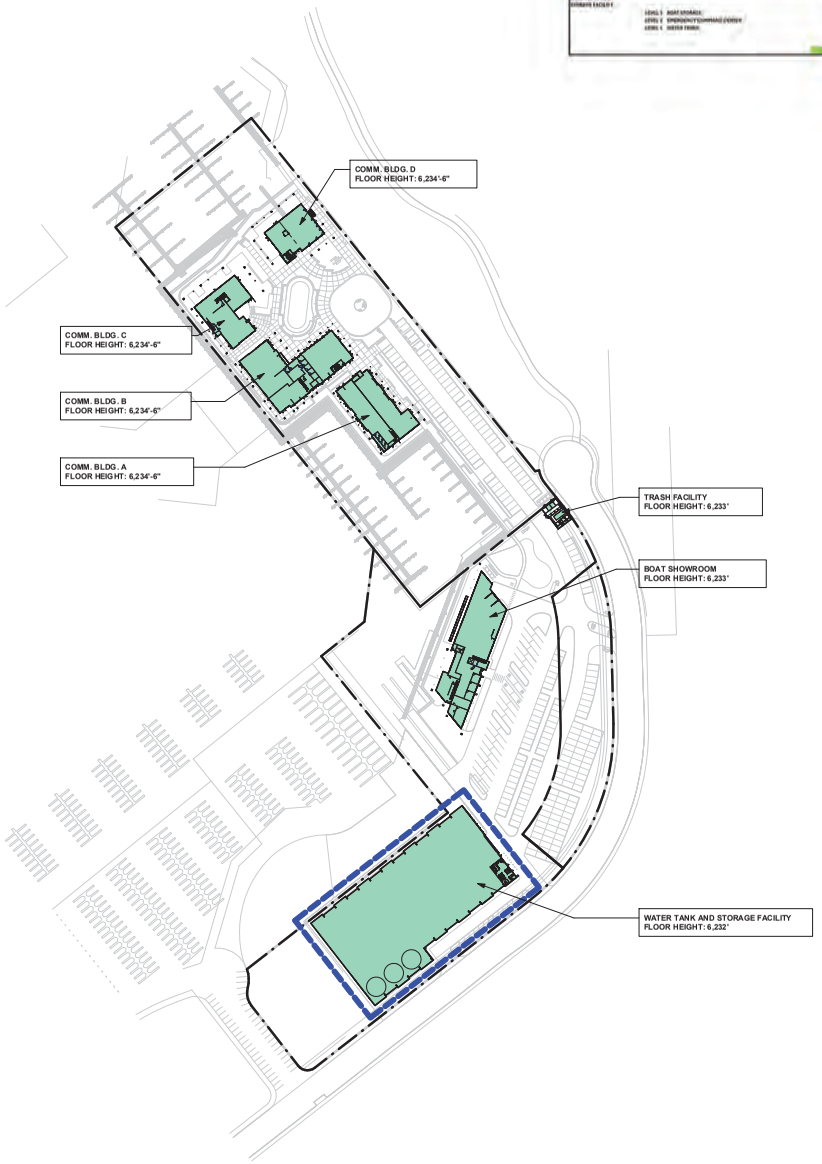
SHEET TITLE
MATERIAL BOARD

DRAWING
A0.1

SHEET 37 OF 85

**FLOOR AREA BY BUILDING** CATHEXES




N

## SITE PLAN

1" = 100'-0"

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SHEET TITLE

WATER TANK AND STORAGE FACILITY - SITE PLAN

DRAWING

A1.1

SHEET 38 OF 85




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74

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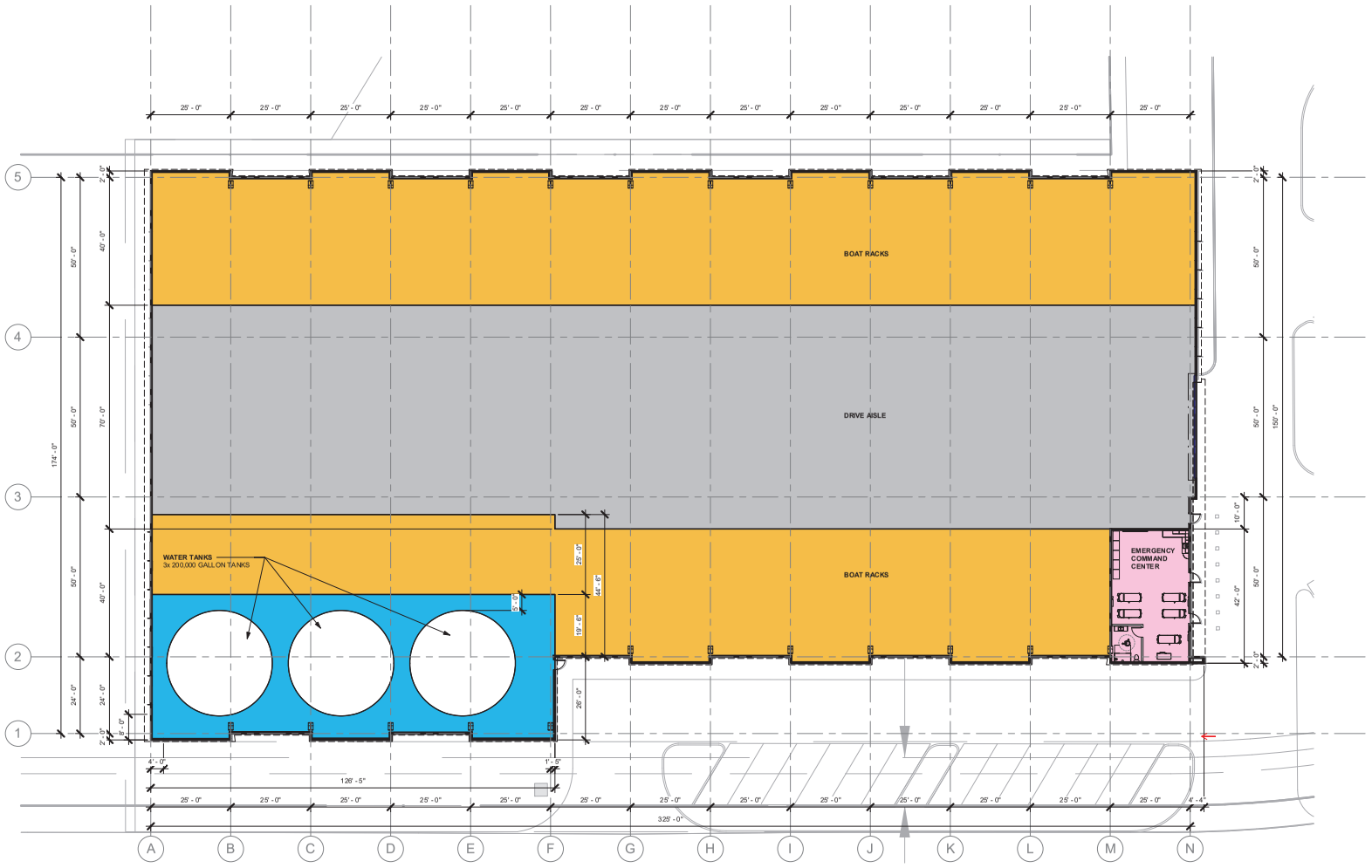
SHEET TITLE

WATER TANK AND
STORAGE FACILITY -
RENDERS

DRAWING

A1.2

SHEET 39 OF 85




## 1 MAIN LEVEL FLOOR PLAN WATER TANK AND BOAT STORAGE FACILITY

1/16" = 1'-0"

TOTAL BUILDING SQFT: 52,615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SHEET TITLE

WATER TANK AND BOAT STORAGE FACILITY - MAIN LEVEL FLOOR PLAN

DRAWING

A1.3

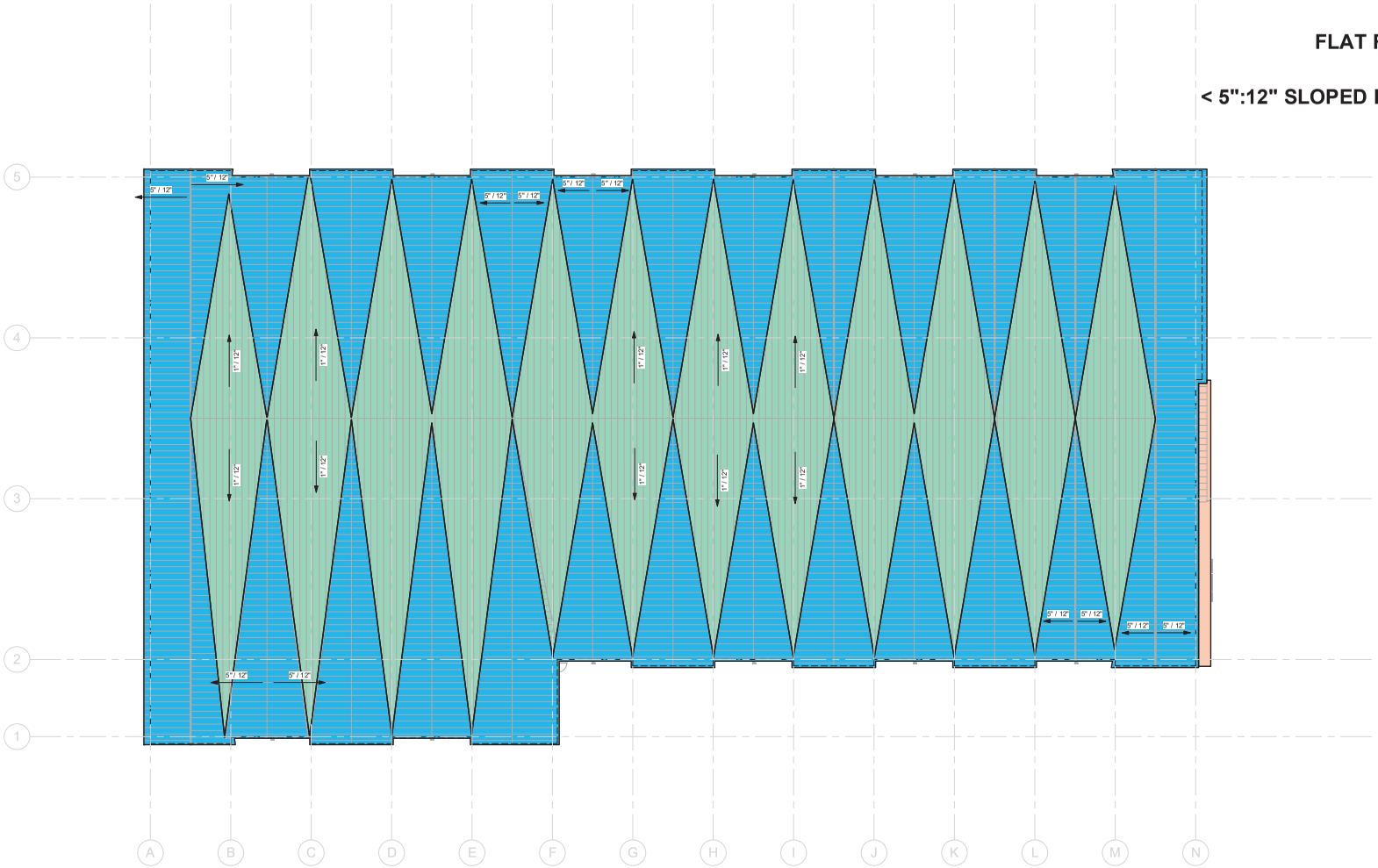
SHEET 40 OF 85

| ROOF SLOPE % WATER TANK AND STORAGE FACILITY | | |
|---|---|---|
| AREA | SLOPE | % |
| 2511.41 SF | | 4% |
| 2511.41 SF | | |
| 32829.64 SF | 5:12 | 56% |
| 32829.64 SF | | |
| 23629.54 SF | Less Than 5:12 | 40% |
| 23629.54 SF | | |

**5":12" SLOPED ROOF**

**FLAT ROOF**

**< 5":12" SLOPED ROOF**




1 **ROOF PLAN**
1/16" = 1'-0"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SHEET TITLE

WATER TANK AND STORAGE FACILITY - ROOF PLAN

DRAWING

A1.4

SHEET 41 OF 85

## EXTERIOR FINISH MATERIALS- ELEVATIONS

| MARK | DESCRIPTION | Material: Manufacturer | FINISH |
|---|---|---|---|
| 310 | VERTICAL NICHIHA VINTAGEWOOD PANEL (CEDAR) | NICHIHA | FACTORY-APPLIED CEDAR WOODGRAIN FINISH WITH UV-RESISTANT COATING. |
| 310.1 | HORIZONTAL NICHIHA VINTAGEWOOD PANEL (CEDAR) | NICHIHA | FACTORY-APPLIED CEDAR WOODGRAIN FINISH WITH UV-RESISTANT COATING. |
| 311.1 | VERTICAL NICHIHA VINTAGEWOOD PANEL -(BARK) | NICHIHA | FACTORY-FINISHED BARK WOODGRAIN TEXTURE WITH WEATHER-RESISTANT COATING. |
| 312 | EQUITONE NATURA PANEL | Equitone | |
| 313 | HORIZANTAL NICHIHA VINTAGEWOOD PANEL- (ASH) | NICHIHA | FACTORY-FINISHED ASH WOODGRAIN TEXTURE WITH WEATHER-RESISTANT COATING. |
| 315 | AEP - SPAN SPANSEAM | AEP SPAN | FINISH: DARK BRONZE |
| 316 | NATURAL STONE VENEER | | MULTI-TONE GREY NATURAL STONE WITH ROUGH SPLIT-FACE TEXTURE |
| 317 | KAWNEER ANODIZED DARK BRONZE ALUMINUM STOREFRONT | KAWNEER | #40 DARK BRONZE ANODIZED FINISH |
| 318 | KALWALL TRANSLUCENT FACADE PANEL | KALWALL | WHITE TRANSLUCENT FACE WITH ALUMINUM GRID – DIFFUSED LIGHT FINISH |
| 341 | TYP. WALL MOUNTED EXTERIOR LIGHT FIXTURE – SHIELDED DOWNLIGHT, NO UP-LIGHTING (DARK SKY COMPLIANT) | | DARK BRONZE METALLIC FINISH WITH FULL CUTOFF DESIGN |

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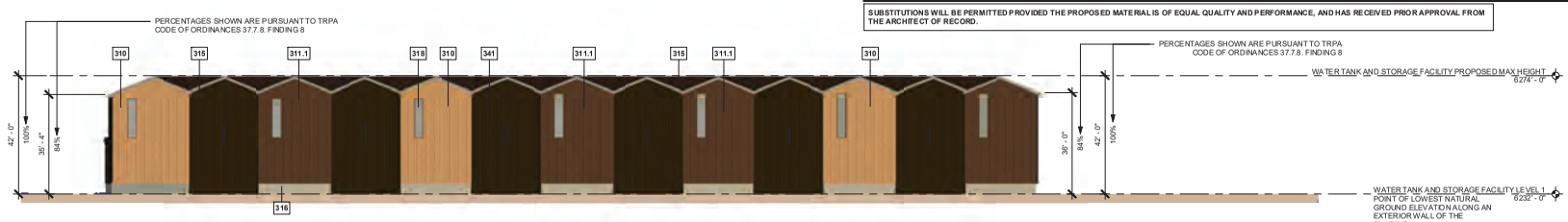
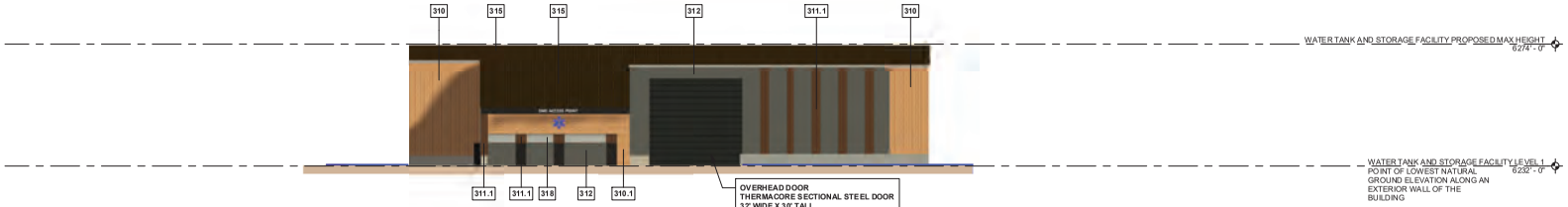



## NORTH ELEVATION

1" = 20'-0"

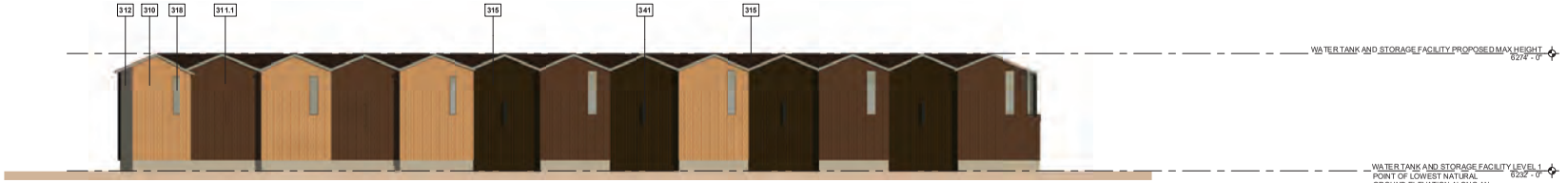
SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS




## EAST ELEVATION

1" = 20'-0"

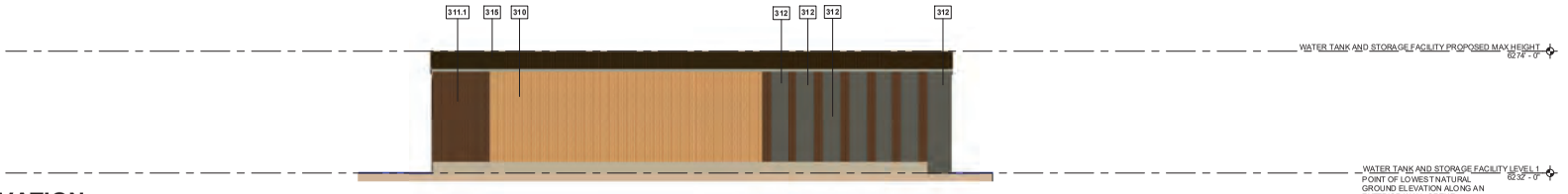
SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS




## SOUTH ELEVATION

1" = 20'-0"

SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS




## WEST ELEVATION

1" = 20'-0"

SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS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TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
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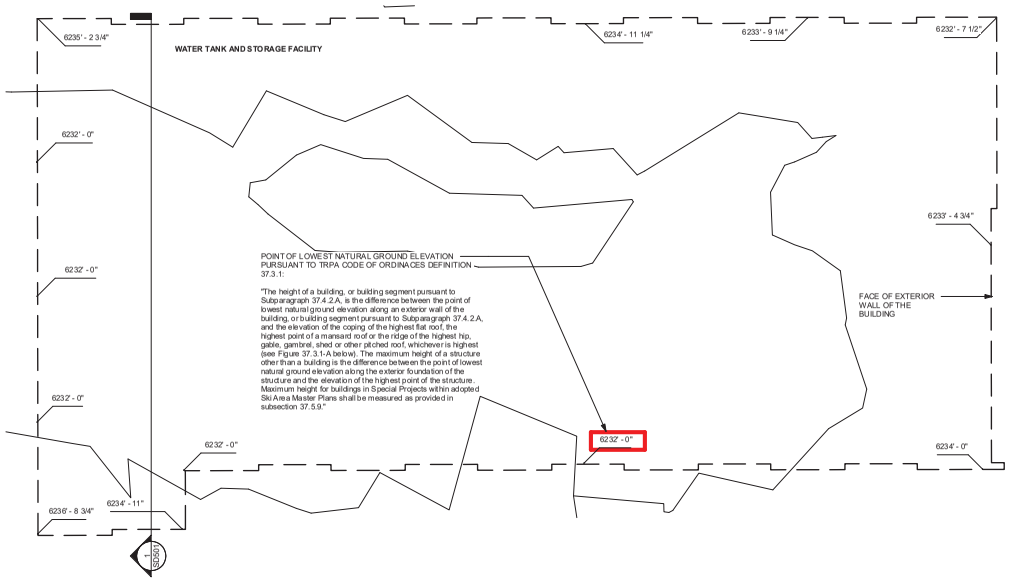
SHEET TITLE

WATER TANK AND STORAGE FACILITY - ELEVATIONS

DRAWING

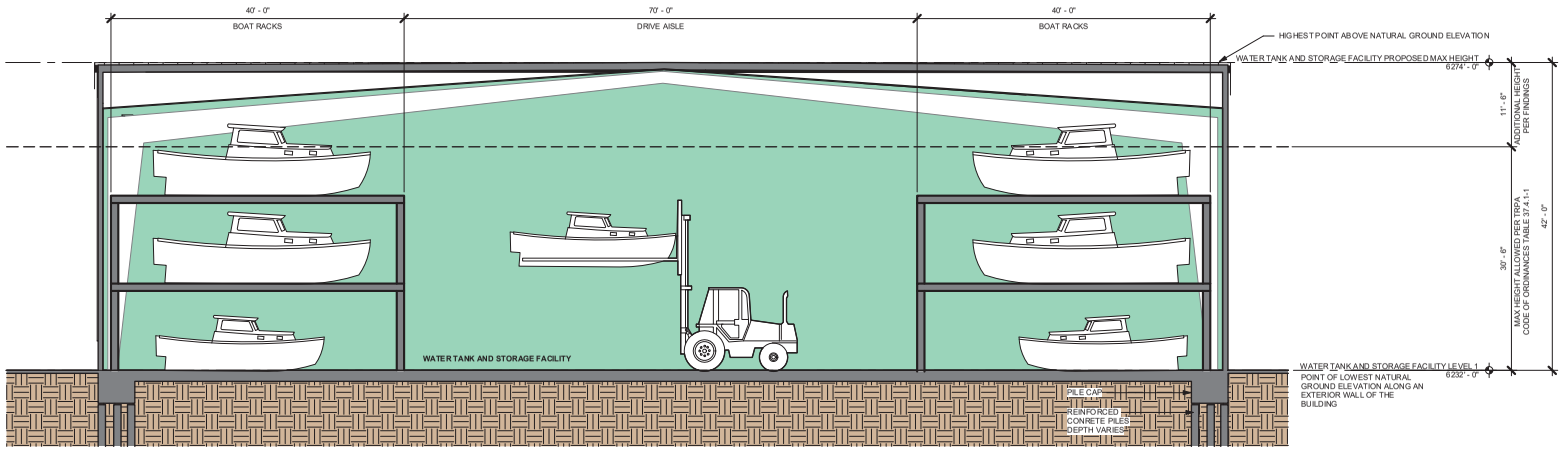
A1.5

SHEET 42 OF 85




## POINT OF LOWEST NATURAL GROUND ELEVATION ALONG FACE OF FOUNDATION

1" = 20'-0"




## 1 BUILDING SECTION

1/8" = 1'-0"

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(775) 329-4955 * Fax (775) 329-5098

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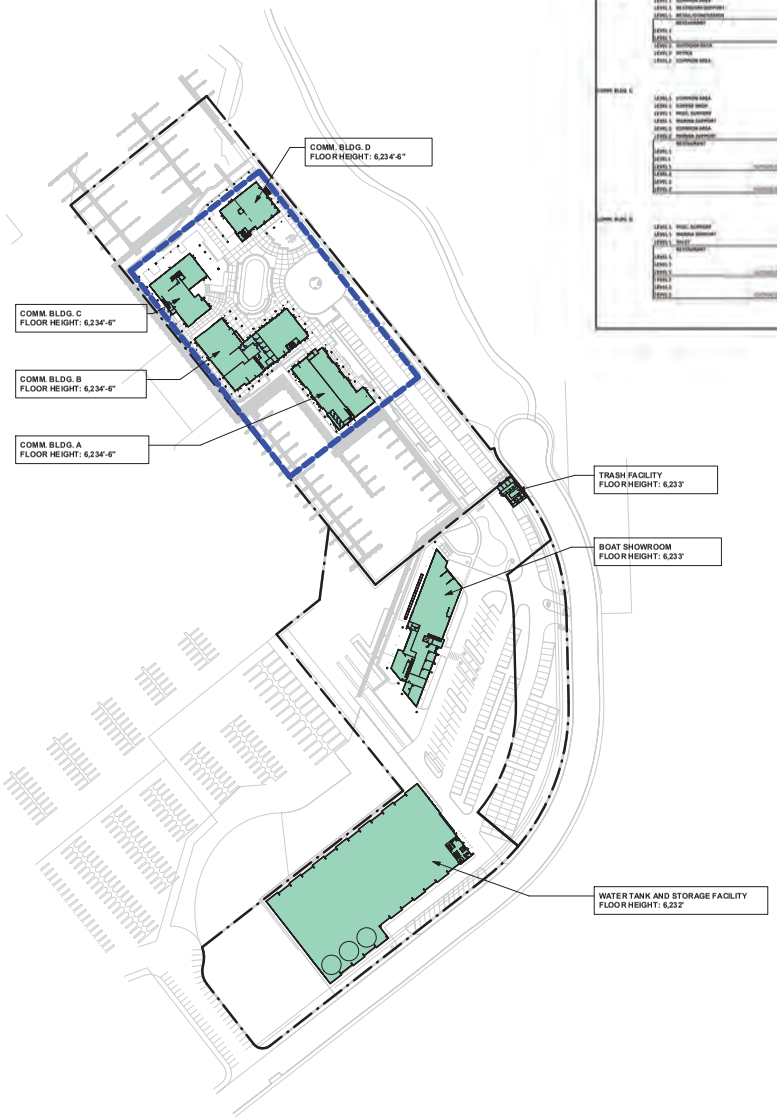
SHEET TITLE

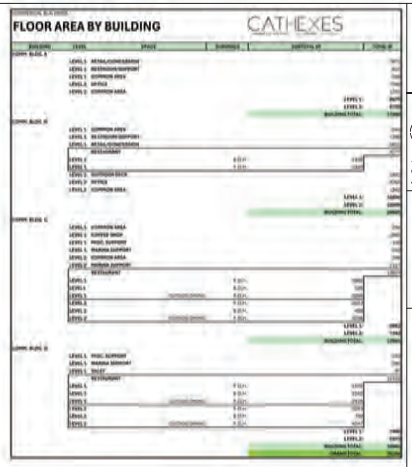
WATER TANK AND STORAGE FACILITY - WALL SECTION

DRAWING

A1.6

SHEET 43 OF 85




## SITE PLAN

1" = 100'-0"

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WWW.CATHEXES.COM
427 RIDGE STREET SUITE C RENO, NV 89501

TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
#220a
DALLAS, TX 75252

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SHEET TITLE

COMMERCIAL - SITE PLAN

DRAWING

A2.1

SHEET 44 OF 85







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DALLAS, TX 75252

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SHEET TITLE

COMMERCIAL - RENDERS

DRAWING

A2.2

SHEET 45 OF 85






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DALLAS, TX 75252

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| NO. | DATE | DESCRIPTION |
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SHEET TITLE

COMMERCIAL -
RENDERS

DRAWING

A2.3

SHEET 46 OF 85





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82

| NO. | DATE | DESCRIPTION |
|---|---|---|
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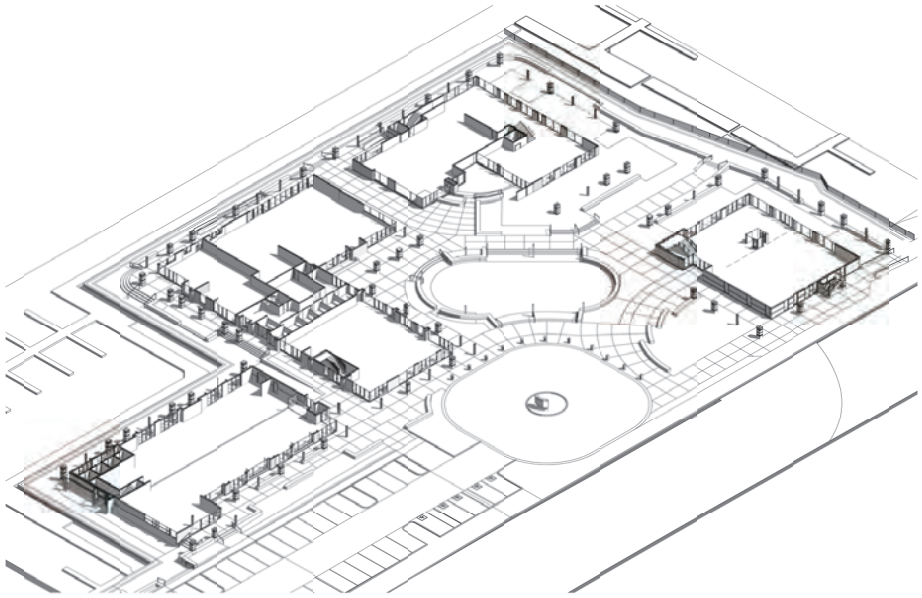
SHEET TITLE

COMMERCIAL -
RENDERS

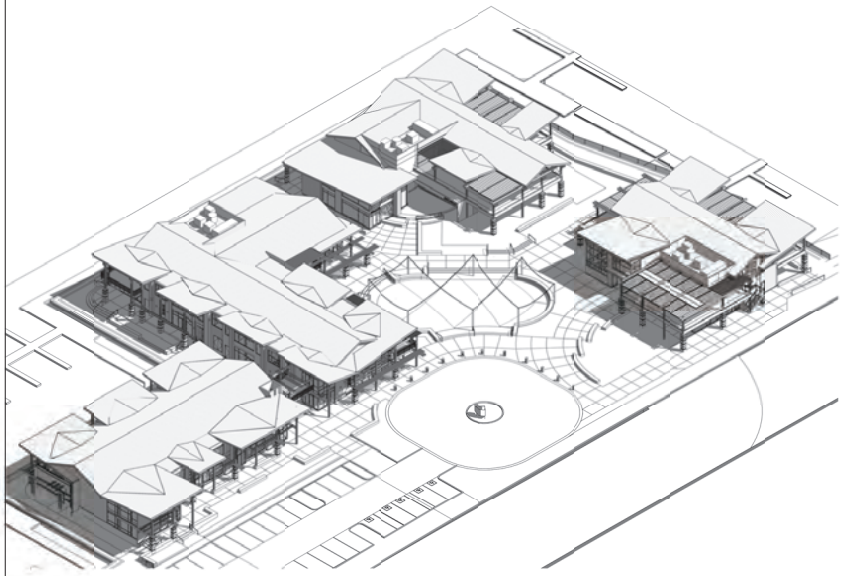
DRAWING

A2.4

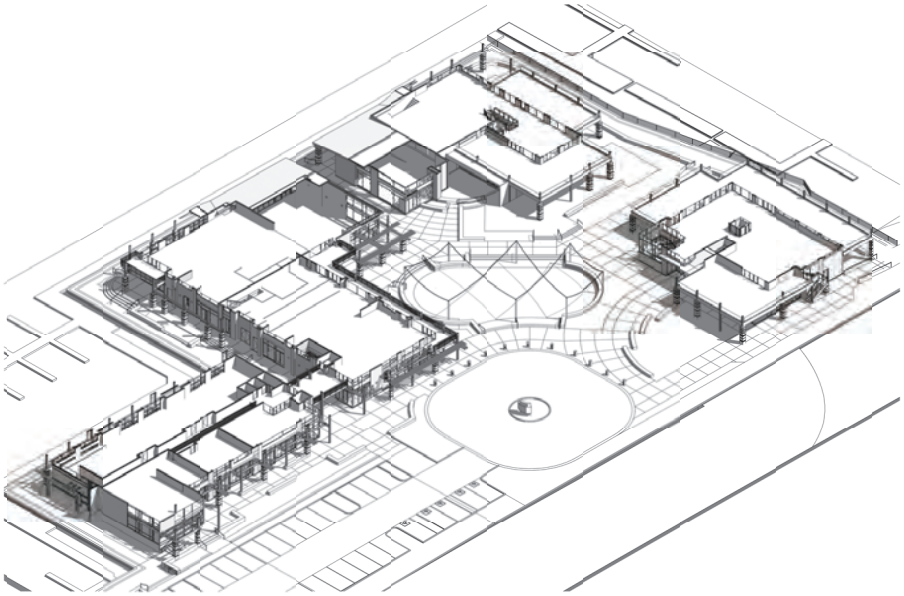
SHEET 47 OF 85



MAIN LEVEL



OVERALL



SECOND LEVEL

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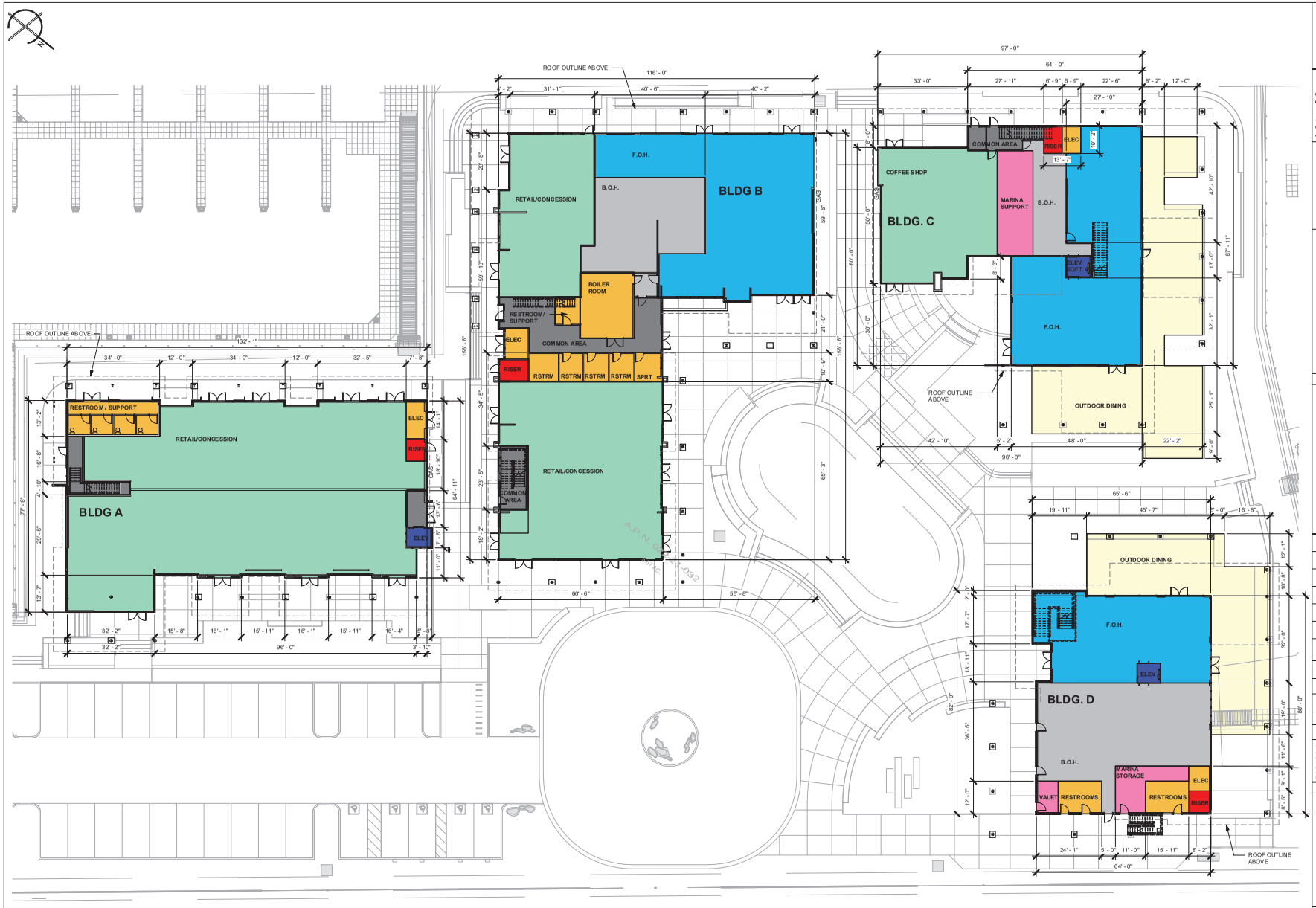
SHEET TITLE

COMMERCIAL - ISOMETRIC

DRAWING

A2.5

SHEET 48 OF 85




1 MAIN LEVEL FLOOR PLAN COMMERCIAL
1/16" = 1'-0"

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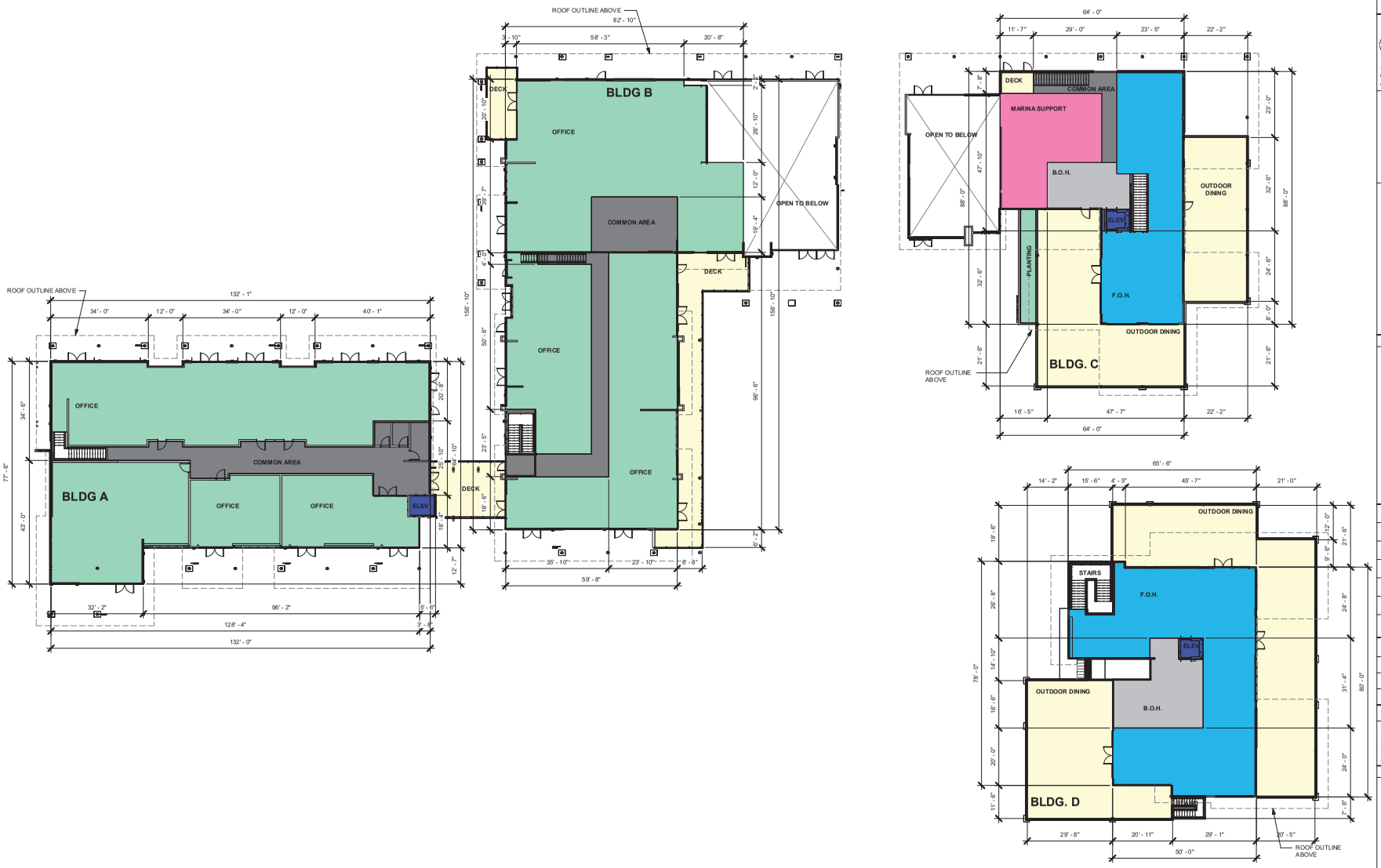
SHEET TITLE
COMMERCIAL - MAIN LEVEL FLOOR PLAN

DRAWING
A2.6

SHEET 49 OF 85



687




## 2 SECOND LEVEL FLOOR PLAN COMMERCIAL

1/16" = 1'-0"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SHEET TITLE

COMMERCIAL - SECOND LEVEL FLOOR PLAN

DRAWING

A2.7

SHEET 50 OF 85

| ROOF SLOPE % COMMERCIAL BUILDING D | | |
|---|---|---|
| AREA | SLOPE | % |
| 3478.78 SF | 5:12 | 52% |
| 3478.78 SF | | |
| 3267.95 SF | Less Than 5:12 | 48% |
| 3267.95 SF | | |

| ROOF SLOPE % COMMERCIAL BUILDING C | | |
|---|---|---|
| AREA | SLOPE | % |
| 5416.14 SF | 5:12 | 51% |
| 5416.14 SF | | |
| 5222.16 SF | Less Than 5:12 | 49% |
| 5222.16 SF | | |

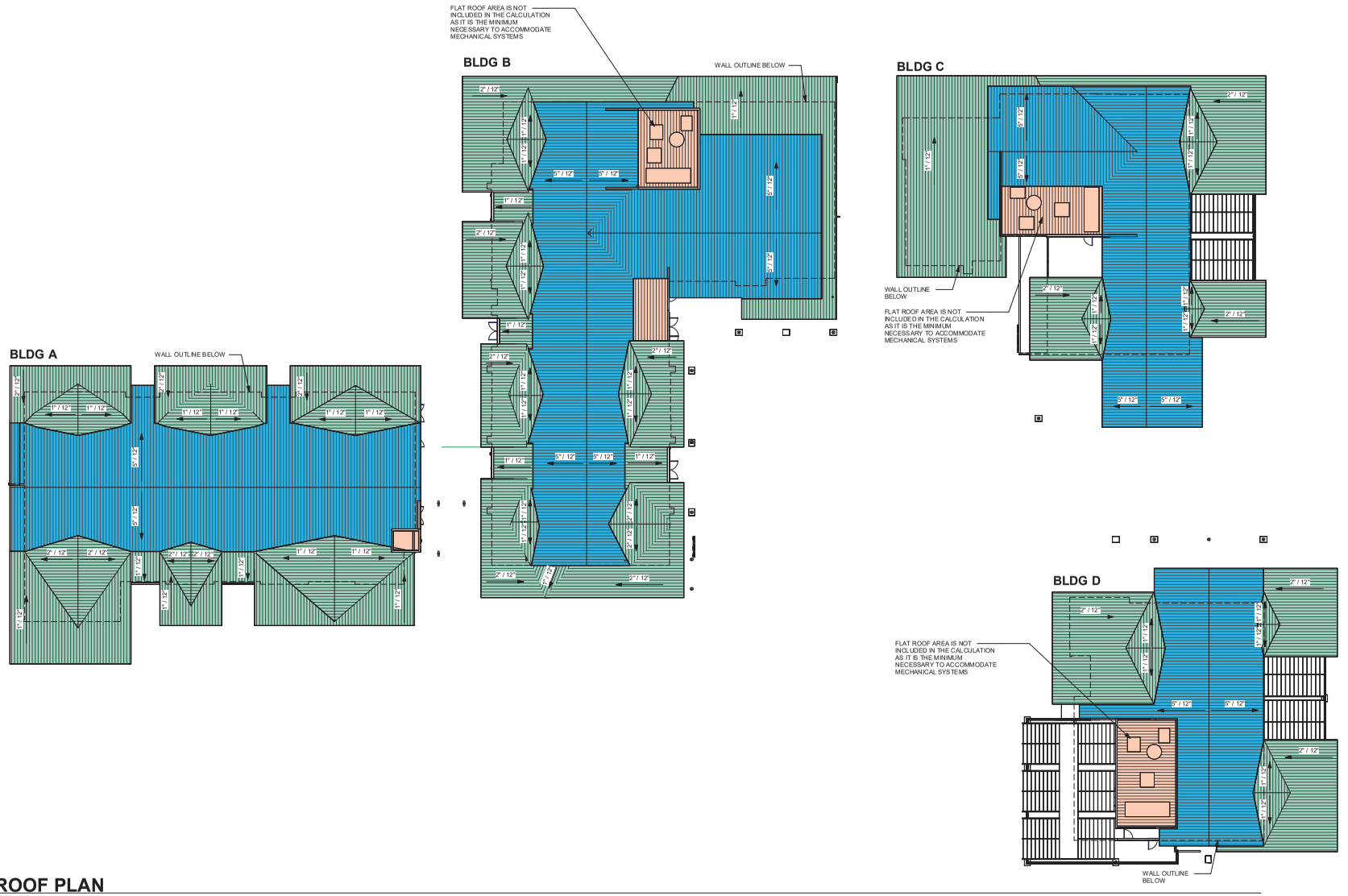
| ROOF SLOPE % COMMERCIAL BLDG. B | | |
|---|---|---|
| AREA | SLOPE | % |
| 9712.49 SF | 5:12 | 52% |
| 9712.49 SF | | |
| 9060.72 SF | Less Than 5:12 | 48% |
| 9060.72 SF | | |

| ROOF SLOPE % COMMERCIAL BLDG. A | | |
|---|---|---|
| AREA | SLOPE | % |
| 6260.20 SF | 5:12 | 51% |
| 6260.20 SF | | |
| 6118.11 SF | Less Than 5:12 | 49% |
| 6118.11 SF | | |

**5":12" SLOPED ROOF**

**FLAT ROOF**

**< 5":12" SLOPED ROOF**




## 1 ROOF PLAN

1/16" = 1'-0"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SHEET TITLE

COMMERCIAL - ROOF PLAN

DRAWING

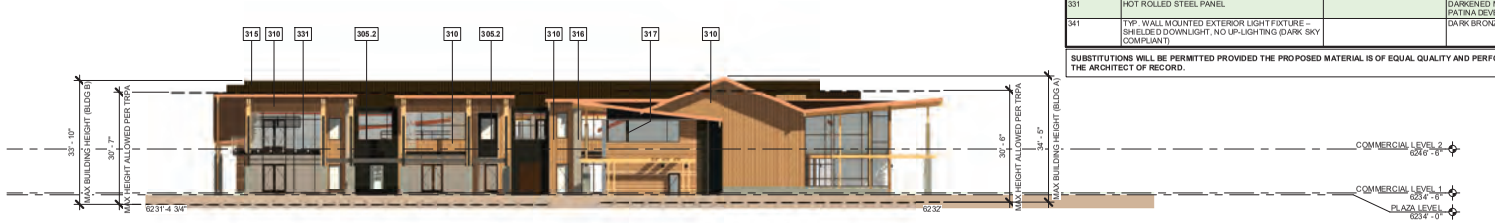
A2.8

SHEET 51 OF 85

## EXTERIOR FINISH MATERIALS- ELEVATIONS

| MARK | DESCRIPTION | Material: Manufacturer | FINISH |
|---|---|---|---|
| 305.2 | CORRUGATED METAL PANEL - HORIZONTAL | | PAINT - DARK GRAY |
| 310 | VERTICAL NICHIHA VINTAGEWOOD PANEL (CEDAR) | NICHIHA | FACTORY-APPLIED CEDAR WOODGRAIN FINISH WITH UV-RESISTANT COATING. |
| 310.1 | HORIZONTAL NICHIHA VINTAGEWOOD PANEL (CEDAR) | NICHIHA | FACTORY-APPLIED CEDAR WOODGRAIN FINISH WITH UV-RESISTANT COATING. |
| 311 | HORIZONTAL NICHIHA VINTAGEWOOD PANEL – (SPRUCE) | NICHIHA | FACTORY-SEALED SPRUCE FINISH WITH INTEGRAL WOODGRAIN PATTERN. |
| 312 | VERTICAL NICHIHA VINTAGEWOOD PANEL –(BARK) | NICHIHA | FACTORY-FINISHED BARK WOODGRAIN TEXTURE WITH WEATHER-RESISTANT COATING. |
| 315 | AEP - SPAN SPANSEAM | AEP SPAN | FINISH: DARK BRONZE |
| 315.1 | AEP - SPAN SPANSEAM FACADE | AEP SPAN | FINISH: DARK BRONZE |
| 316 | NATURAL STONE VENEER | | MULTISTONE GREY NATURAL STONE WITH ROUGH SPLIT-FACE TEXTURE |
| 317 | KAWNEER ANODIZED DARK BRONZE ALUMINUM STOREFRONT | KAWNEER | #40 DARK BRONZE ANODIZED FINISH |
| 320 | BOARD-FORMED CONCRETE- CAST-IN-PLACE | | WOOD GRAIN TEXTURE FROM HORIZONTAL BOARD FORMING |
| 331 | HOT ROLLED STEEL PANEL | | DARKENED MILL SCALE SURFACE WITH NATURAL VARIATION AND PATINA DEVELOPMENT OVER TIME. |
| 341 | TYP. WALL MOUNTED EXTERIOR LIGHT FIXTURE – SHIELDED DOWNLIGHT, NO UP-LIGHTING (DARK SKY COMPLIANT) | | DARK BRONZE METALLIC FINISH WITH FULL CUTOFF DESIGN |

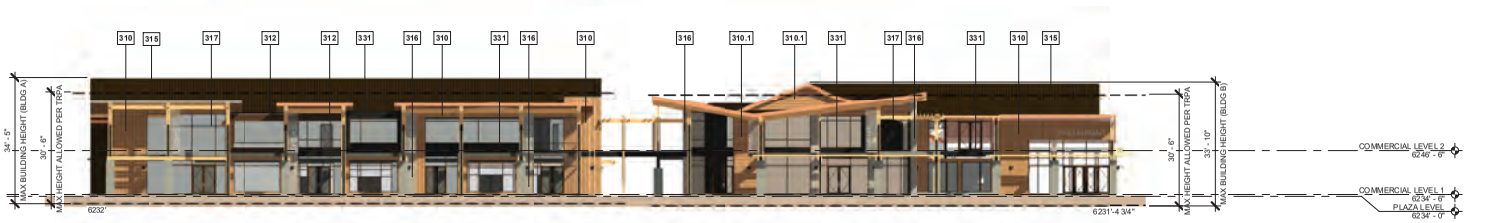
**SUBSTITUTIONS WILL BE PERMITTED PROVIDED THE PROPOSED MATERIAL IS OF EQUAL QUALITY AND PERFORMANCE, AND HAS RECEIVED PRIOR APPROVAL FROM THE ARCHITECT OF RECORD.**




## SOUTH ELEVATION BUILDING A&B

1/16" = 1'-0"

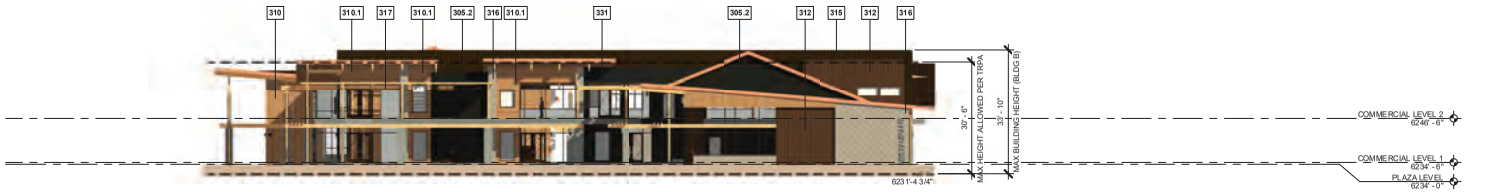
SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS




## EAST ELEVATION BUILDING A&B

1/16" = 1'-0"

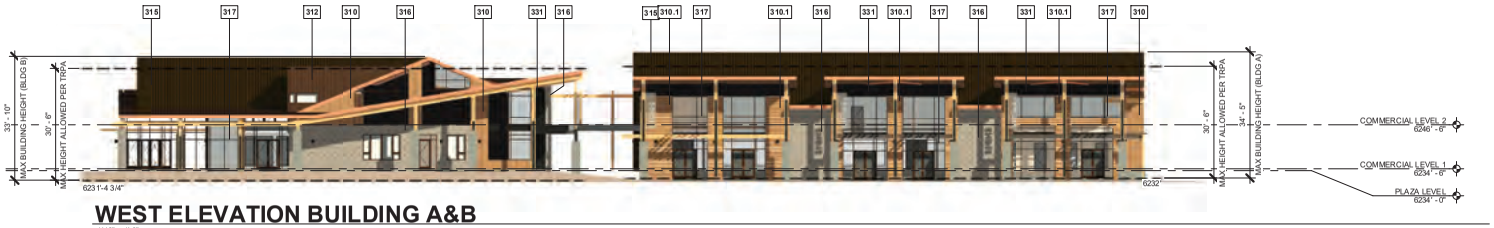
SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS




## NORTH ELEVATION BUILDING A&B

1/16" = 1'-0"

SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS




## WEST ELEVATION BUILDING A&B

1/16" = 1'-0"

SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS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SHEET TITLE

COMMERCIAL - ELEVATIONS BUILDINGS A&B

DRAWING

A2.9

SHEET 52 OF 85

| EXTERIOR FINISH MATERIALS- ELEVATIONS | | | |
|---|---|---|---|
| MARK | DESCRIPTION | Material: Manufacturer | FINISH |
| 310 | VERTICAL NICHIHA VINTAGEWOOD PANEL (CEDAR) | NICHIHA | FACTORY-APPLIED CEDAR WOODGRAIN FINISH WITH UV-RESISTANT COATING. |
| 310.1 | HORIZONTAL NICHIHA VINTAGEWOOD PANEL (CEDAR) | NICHIHA | FACTORY-APPLIED CEDAR WOODGRAIN FINISH WITH UV-RESISTANT COATING. |
| 311 | HORIZONTAL NICHIHA VINTAGEWOOD PANEL – (SPRUCE) | NICHIHA | FACTORY-SEALED SPRUCE FINISH WITH INTEGRAL WOODGRAIN PATTERN. |
| 312 | VERTICAL NICHIHA VINTAGEWOOD PANEL – (BARK) | NICHIHA | FACTORY-FINISHED BARK WOODGRAIN TEXTURE WITH WEATHER-RESISTANT COATING. |
| 315 | AEP - SPAN SPANSEAM | AEP SPAN | FINISH: DARK BRONZE |
| 316 | NATURAL STONE VENEER | | MULTI-TONE GREY NATURAL STONE WITH ROUGH SPLIT-FACE TEXTURE |
| 317 | KAWNEER ANODIZED DARK BRONZE ALUMINUM STOREFRONT | KAWNEER | #40 DARK BRONZE ANODIZED FINISH |
| 320 | BOARD-FORMED CONCRETE- CAST-IN-PLACE | | WOOD GRAIN TEXTURE FROM HORIZONTAL BOARD FORMING |
| 331 | HOT ROLLED STEEL PANEL | | DARKENED MILL SCALE SURFACE WITH NATURAL VARIATION AND PATINA DEVELOPMENT OVER TIME |

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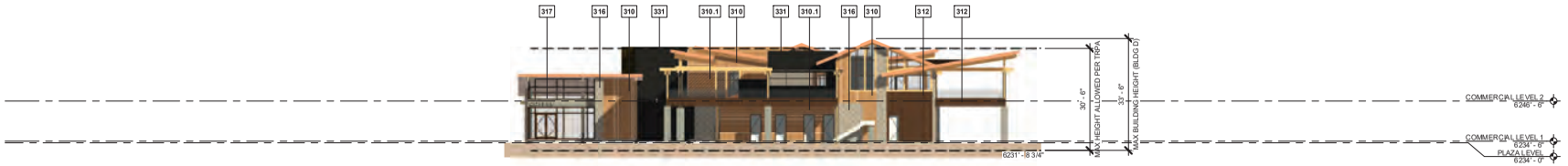
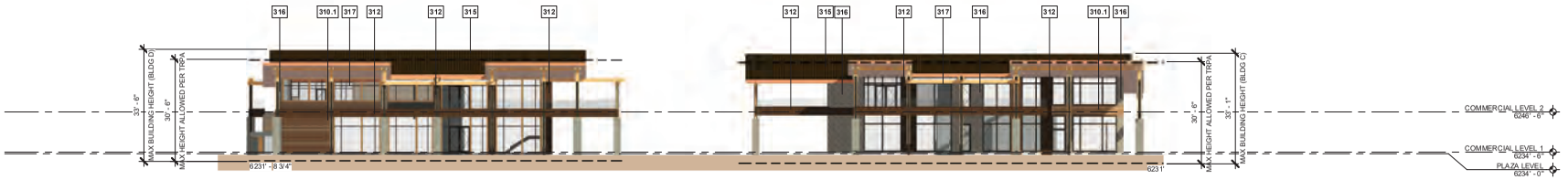



## EAST ELEVATION BUILDING C&D

1/16" = 1'-0"

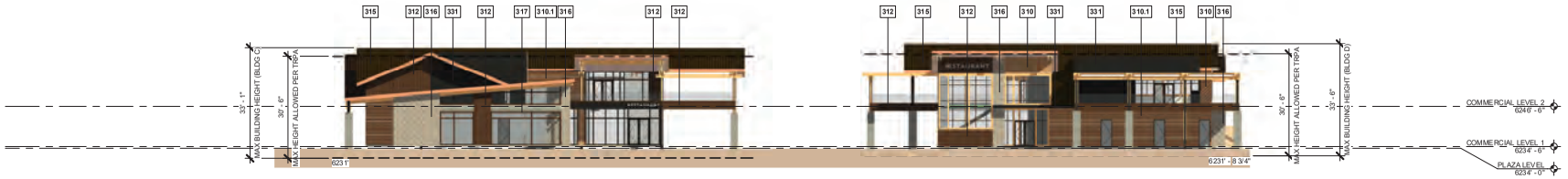
SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS




## NORTH ELEVATION BUILDING C&D

1/16" = 1'-0"

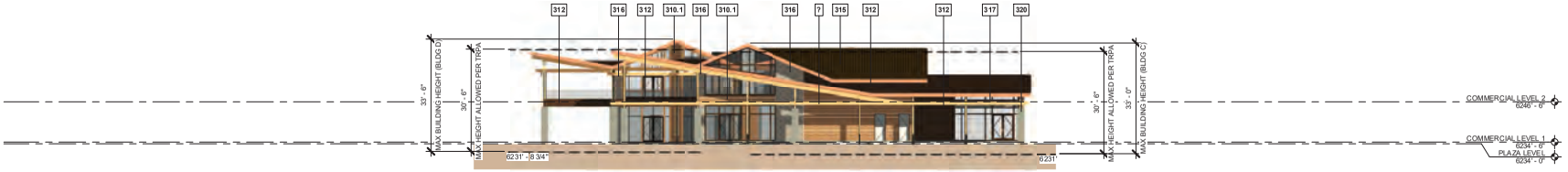
SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS




## SOUTH ELEVATION BUILDING C&D

1/16" = 1'-0"

SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS




## WEST ELEVATION BUILDING C&D

1/16" = 1'-0"

SEE WALL SECTIONS SHEETS FOR MORE DETAIL ON BUIDLING HEIGHTS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#220a
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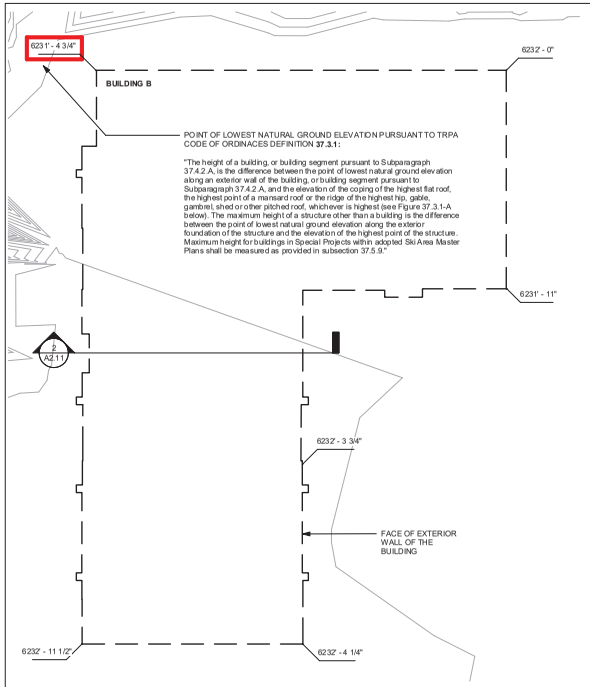
SHEET TITLE

COMMERCIAL - ELEVATIONS BUILDINGS C&D

DRAWING

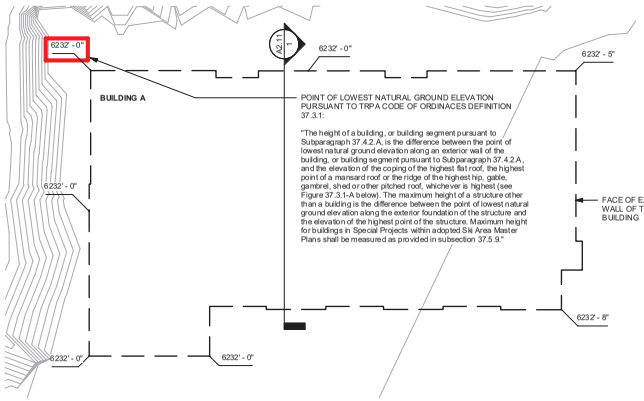
A2.10

SHEET 53 OF 85



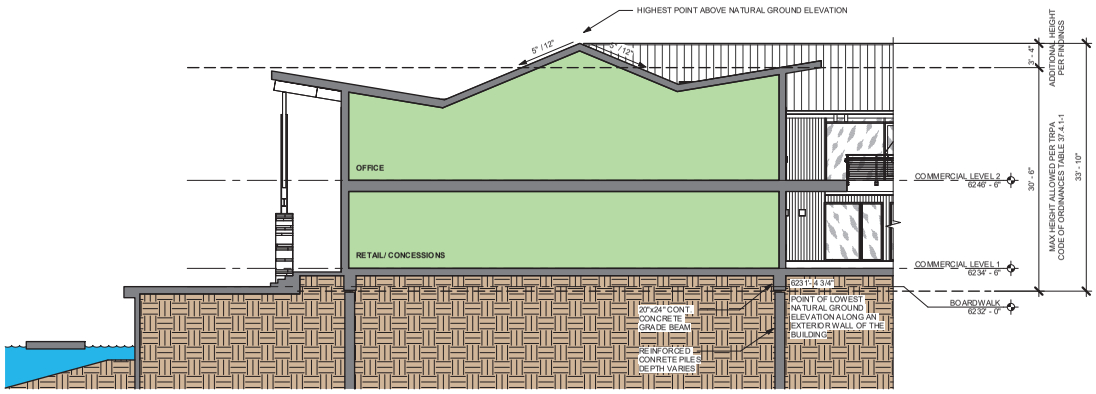

## POINT OF LOWEST NATURAL GROUND ELEVATION ALONG FACE OF FOUNDATION

1" = 20'-0"



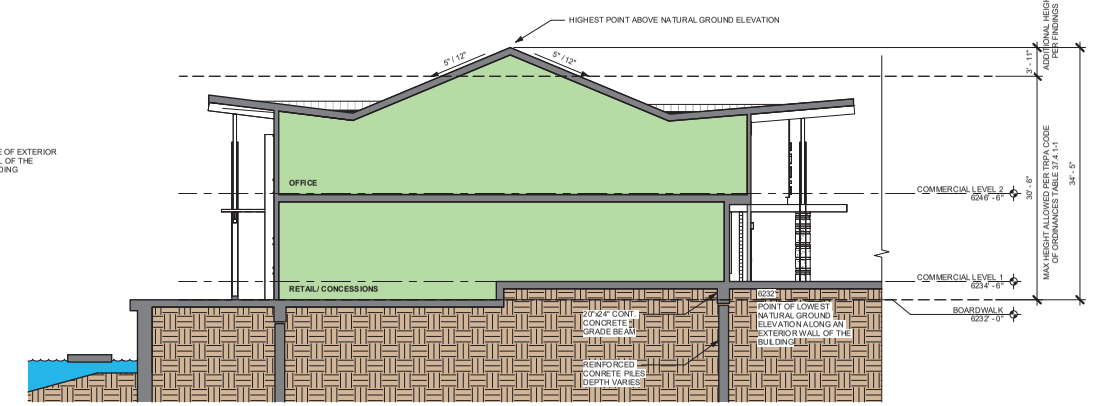

## POINT OF LOWEST NATURAL GROUND ELEVATION ALONG FACE OF FOUNDATION

1" = 20'-0"




## 2 BUILDING B

1/8" = 1'-0"




## 1 BUILDING A

1/8" = 1'-0"

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TAHOE KEYS MARINA REDEVELOPMENT

OWNER

TAHOE KEYS SMI, LLC
17330 PRESTON ROAD
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DALLAS, TX 75252

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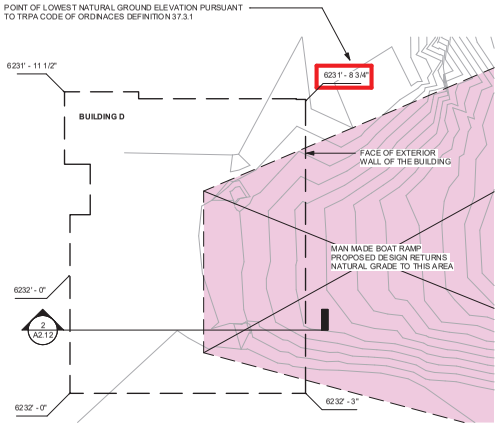
SHEET TITLE

COMMERCIAL - WALL SECTION

DRAWING

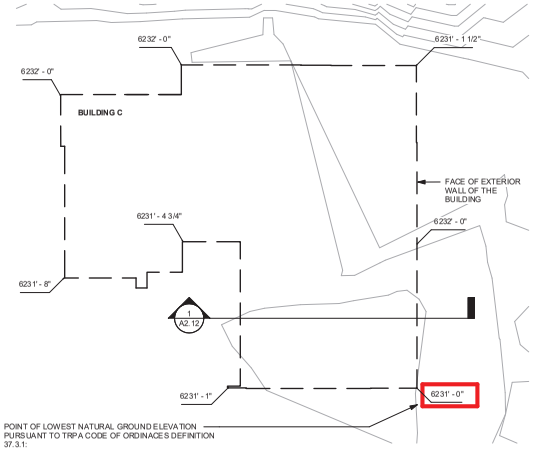
A2.11

SHEET 54 OF 85




## POINT OF LOWEST NATURAL GROUND ELEVATION ALONG FACE OF FOUNDATION

1" = 20'-0"

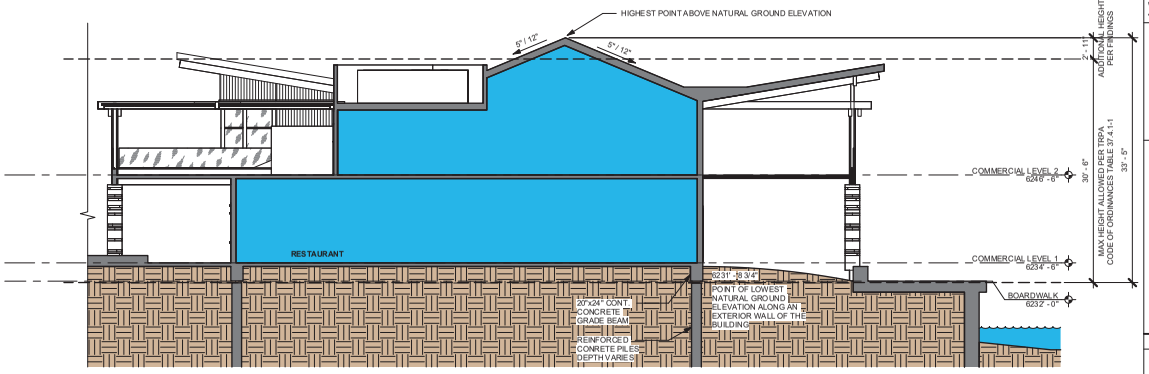



POINT OF LOWEST NATURAL GROUND ELEVATION PURSUANT TO TRPA CODE OF ORDINACES DEFINITION 37.3.1:

"The height of a building, or building segment pursuant to Subparagraph 37.4.2.A, is the difference between the point of lowest natural ground elevation along an exterior wall of the building, or building segment pursuant to Subparagraph 37.4.2.A, and the elevation of the coping of the highest flat roof, the highest point of a mansard roof or the ridge of the highest hip, gable, gambrel, shed or other pitched roof, whichever is highest (see Figure 37.3.1-A below). The maximum height of a structure other than a building is the difference between the point of lowest natural ground elevation along the exterior foundation of the structure and the elevation of the highest point of the structure. Maximum height for buildings in Special Projects within adopted Ski Area Master Plans shall be measured as provided in subsection 37.5.9."

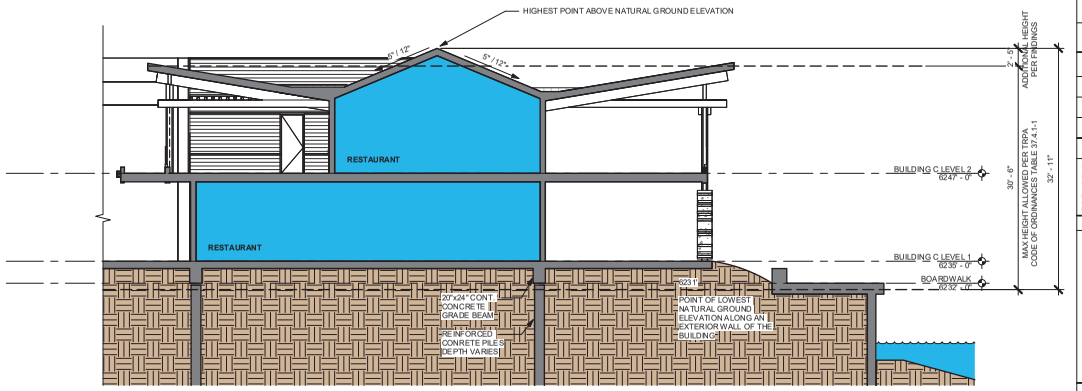
## POINT OF LOWEST NATURAL GROUND ELEVATION ALONG FACE OF FOUNDATION

1" = 20'-0"




## 2 BUILDING D

1/8" = 1'-0"




## 1 BUILDING C

1/8" = 1'-0"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SHEET TITLE

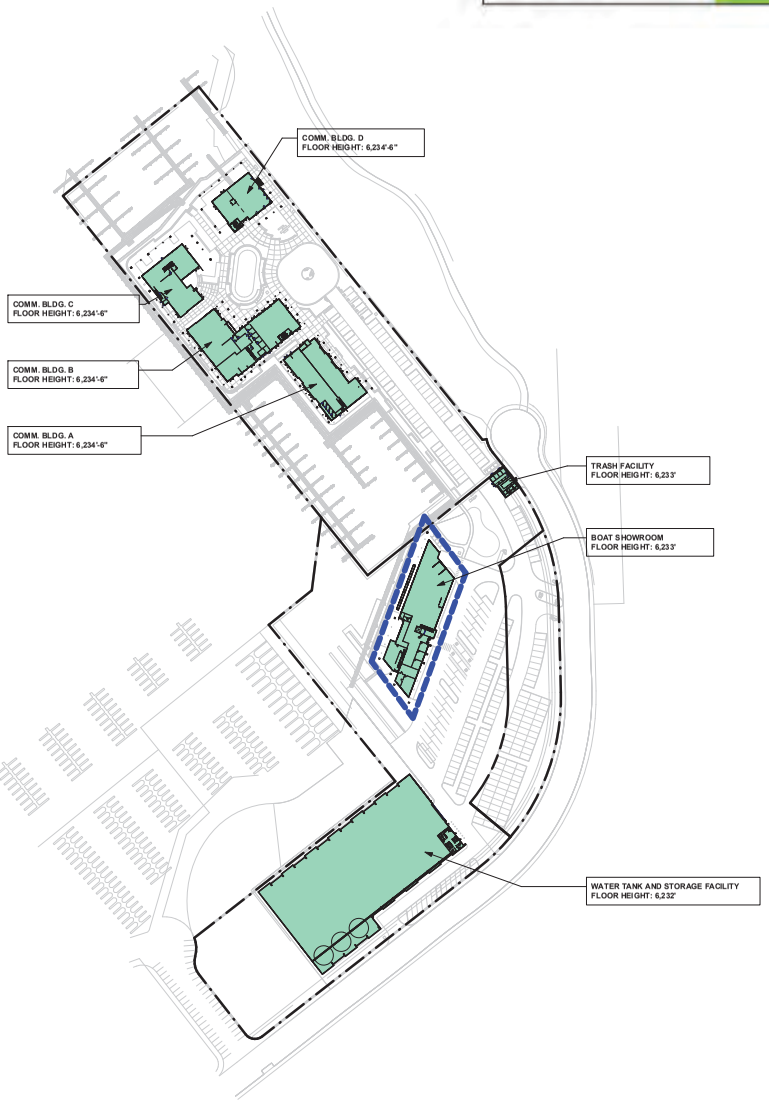
COMMERCIAL - WALL SECTION

DRAWING

A2.12

SHEET 55 OF 85

**FLOOR AREA BY BUILDING** CATHEXES




N

## SITE PLAN

1" = 100'-0"

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SHEET TITLE

SHOWROOM - SITE PLAN

DRAWING

A3.1

SHEET 56 OF 85





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92

| NO. | DATE | DESCRIPTION |
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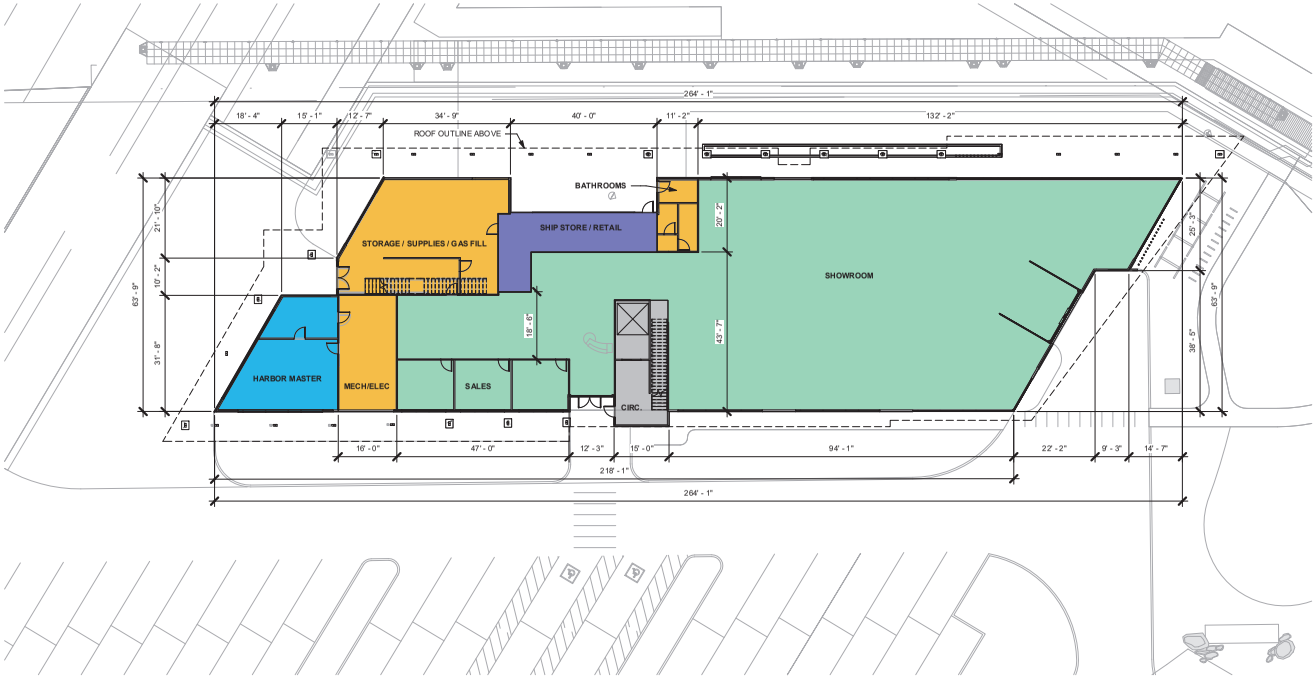
SHEET TITLE

SHOWROOM -
RENDERS

DRAWING

A3.2

SHEET 57 OF 85




1 **MAIN LEVEL FLOOR PLAN**
1/16" = 1'-0"

LEVEL 1 SQFT: 13,435
LEVEL 2 SQFT: 10,479
TOTAL BUILDING SQFT: 23,914

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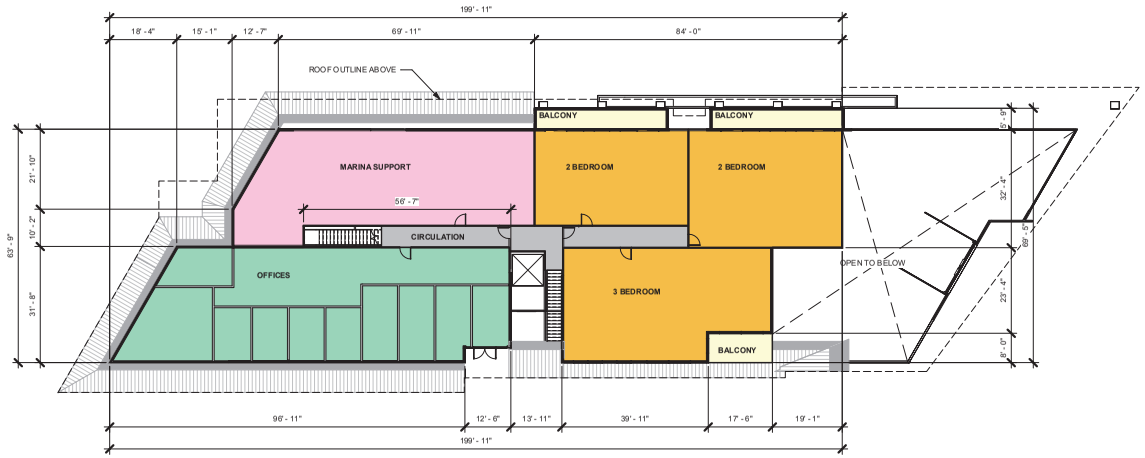
SHEET TITLE
SHOWROOM - MAIN LEVEL FLOOR PLAN

DRAWING
A3.3

SHEET 58 OF 85




1 **SECOND LEVEL FLOOR PLAN**
1/16" = 1'-0"

LEVEL 1 SQFT: 13,435
LEVEL 2 SQFT: 10,479
TOTAL BUILDING SQFT: 23,914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SHEET TITLE
SHOWROOM - SECOND LEVEL FLOOR PLAN

DRAWING
A3.4

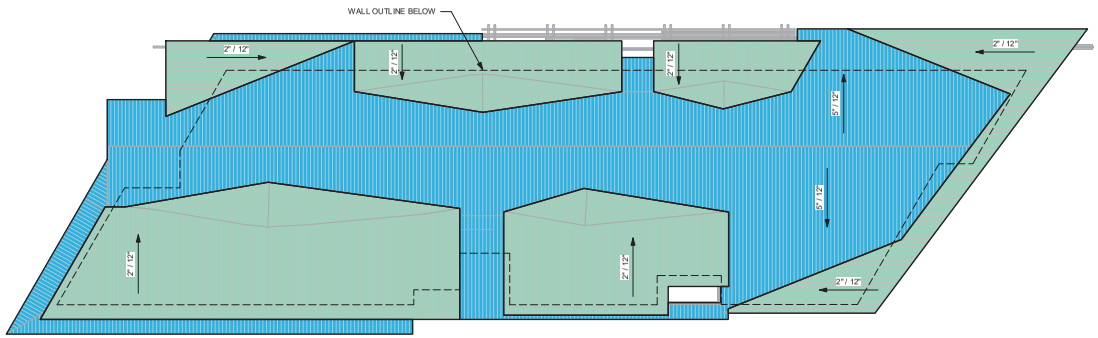
SHEET 59 OF 85

| ROOF SLOPE % SHOWROOM | | |
|---|---|---|
| AREA | SLOPE | % |
| 12534.27 SF | 5:12 | 53% |
| 12534.27 SF | | |
| 11027.32 SF | Less Than 5:12 | 47% |
| 11027.32 SF | | |

**5":12" SLOPED ROOF**

**FLAT ROOF**

**< 5":12" SLOPED ROOF**




1 **ROOF PLAN**
1/16" = 1'-0"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SHEET TITLE

SHOWROOM - ROOF PLAN

DRAWING

A3.5

SHEET 60 OF 85

| EXTERIOR FINISH MATERIALS- ELEVATIONS | | | |
|---|---|---|---|
| MARK | DESCRIPTION | Material: Manufacturer | FINISH |
| 310 | VERTICAL NICHIHA VINTAGEWOOD PANEL (CEDAR) | NICHIHA | FACTORY-APPLIED CEDAR WOODGRAIN FINISH WITH UV-RESISTANT COATING. |
| 315 | AEP - SPAN SPANSEAM | AEP SPAN | FINISH: DARK BRONZE |
| 316 | NATURAL STONE VENEER | | MULTI-TONE GREY NATURAL STONE WITH ROUGH SPLIT-FACE TEXTURE |
| 317 | KAWNEER ANODIZED DARK BRONZE ALUMINUM STOREFRONT | KAWNEER | #40 DARK BRONZE ANODIZED FINISH |

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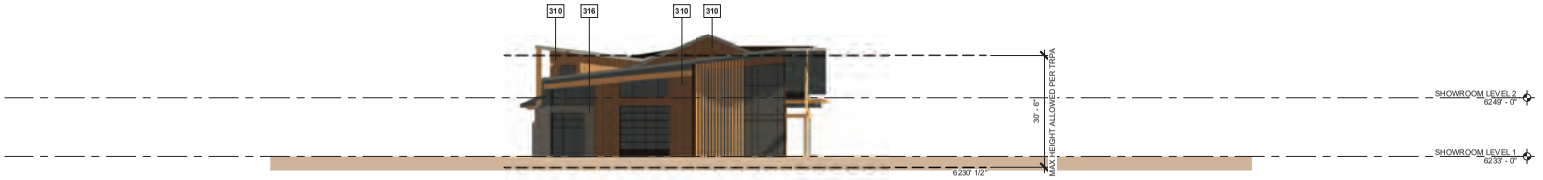
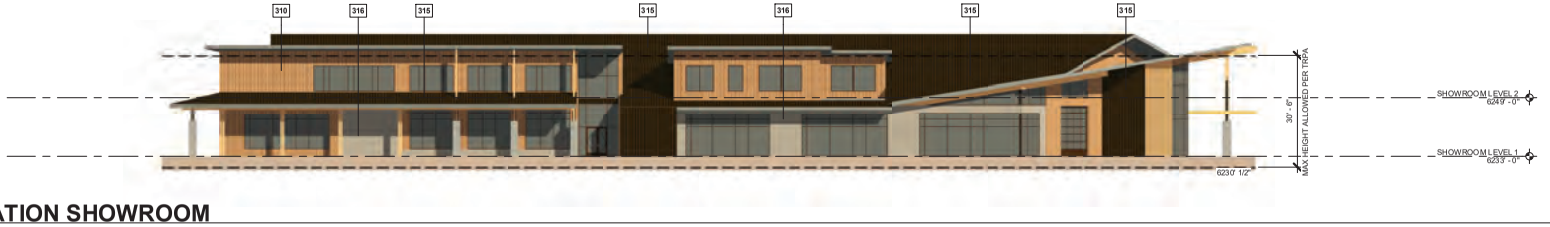



## NORTH ELEVATION SHOWROOM

1/16" = 1'-0"

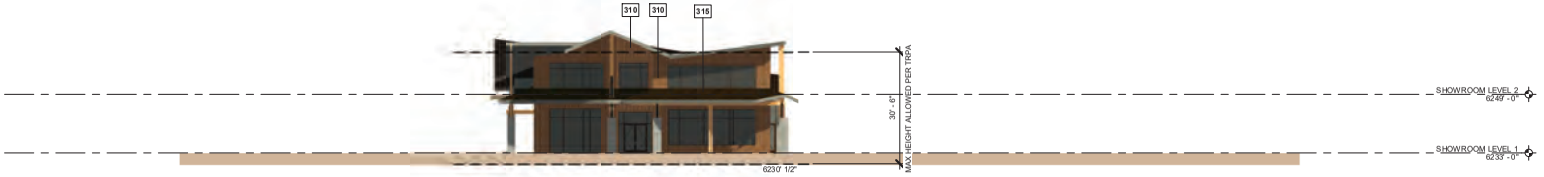
SEE WALL SECTIONS SHEET FOR MORE DETAIL ON BUIDLING HEIGHTS




## EAST ELEVATION SHOWROOM

1/16" = 1'-0"

SEE WALL SECTIONS SHEET FOR MORE DETAIL ON BUIDLING HEIGHTS




## SOUTH ELEVATION SHOWROOM

1/16" = 1'-0"

SEE WALL SECTIONS SHEET FOR MORE DETAIL ON BUIDLING HEIGHTS




## WEST ELEVATION SHOWROOM

1/16" = 1'-0"

SEE WALL SECTIONS SHEET FOR MORE DETAIL ON BUIDLING HEIGHTS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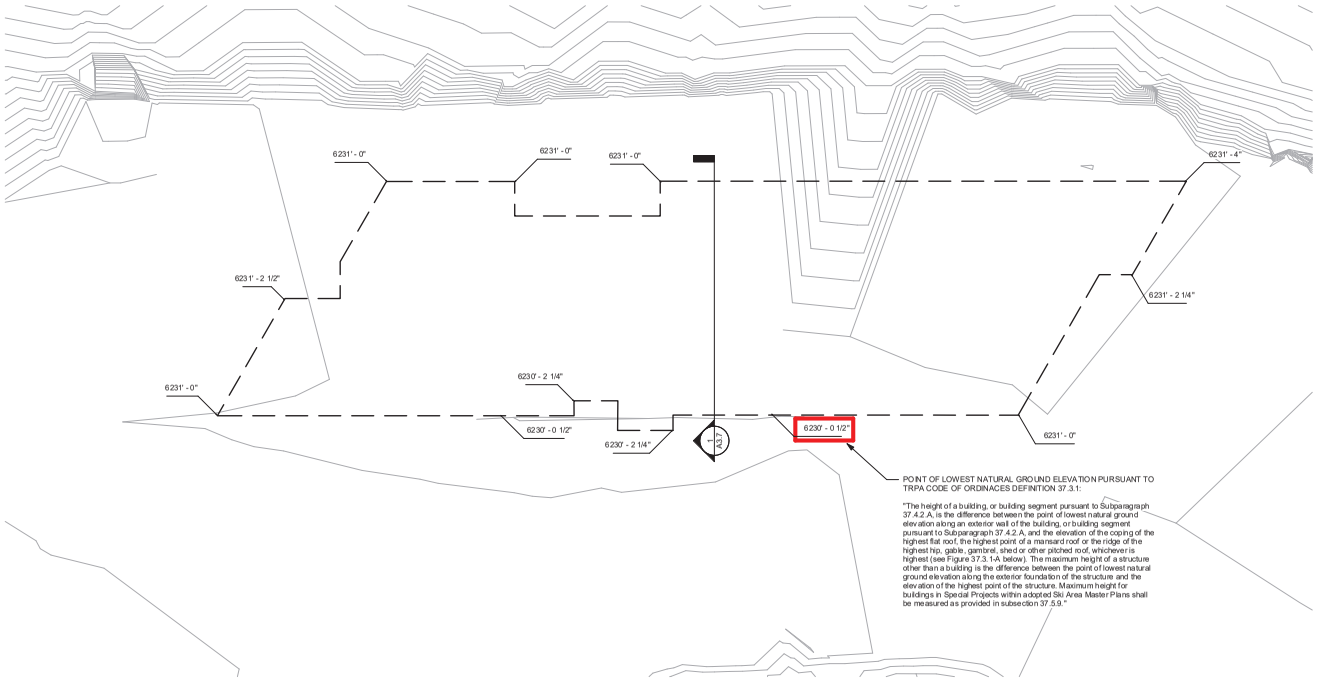
SHEET TITLE

SHOWROOM - ELEVATIONS

DRAWING

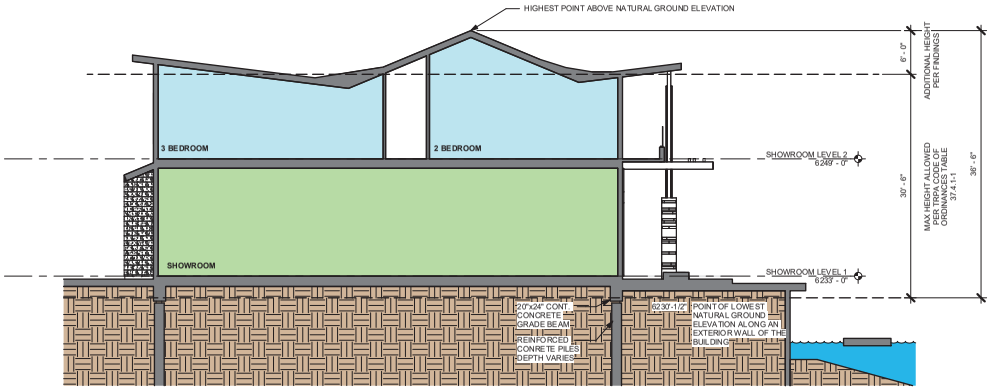
A3.6

SHEET 61 OF 85




## POINT OF LOWEST NATURAL GROUND ELEVATION ALONG FACE OF FOUNDATION

1" = 20'-0"




## 1 BUILDING SECTION

1/8" = 1'-0"

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SHEET TITLE

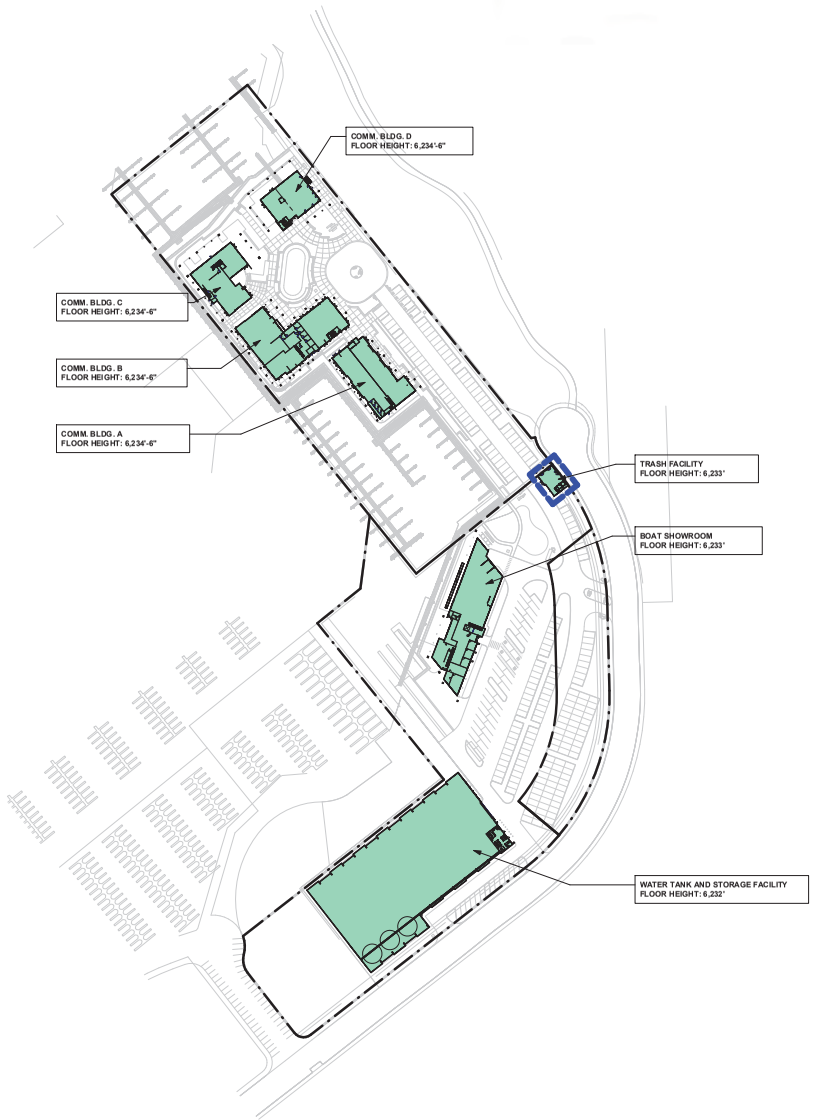
SHOWROOM - WALL SECTION

DRAWING

A3.7

SHEET 62 OF 85

**FLOOR AREA BY BUILDING** CATHEXES




N

## SITE PLAN

1" = 100'-0"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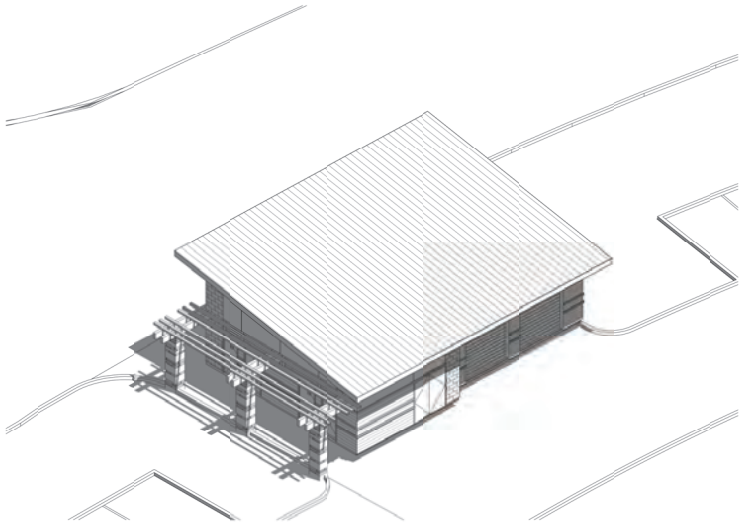
SHEET TITLE

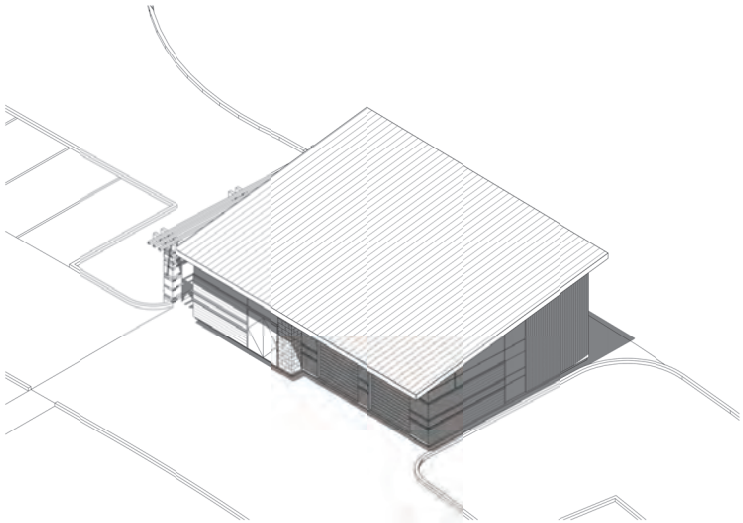
TRASH FACILITY - SITE PLAN

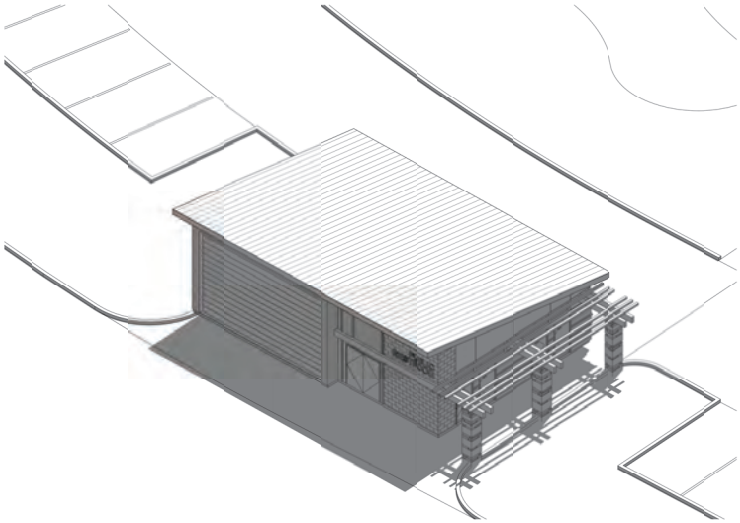
DRAWING

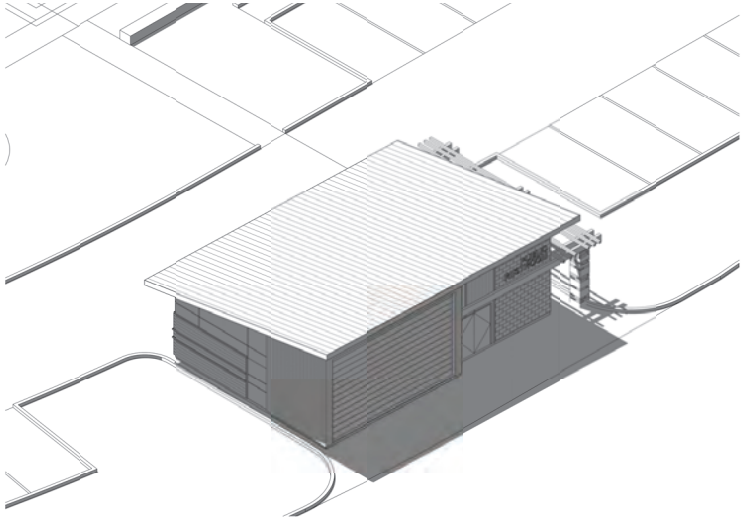
A4.1

SHEET 63 OF 85









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SHEET TITLE

TRASH FACILITY -
3-DIMENSIONAL VIEWS

DRAWING

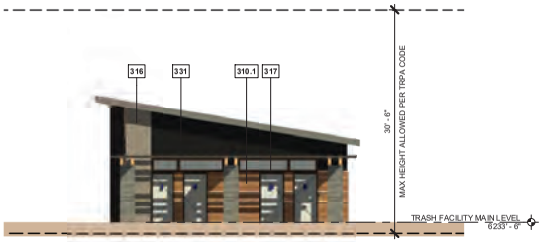
A4.2

SHEET 64 OF 85

## EXTERIOR FINISH MATERIALS- ELEVATIONS

| MARK | DESCRIPTION | Material: Manufacturer | FINISH |
|---|---|---|---|
| 310 | VERTICAL NICHIHA VINTAGEWOOD PANEL (CEDAR) | NICHIHA | FACTORY-APPLIED CEDAR WOODGRAIN FINISH WITH UV-RESISTANT COATING. |
| 310.1 | HORIZONTAL NICHIHA VINTAGEWOOD PANEL (CEDAR) | NICHIHA | FACTORY-APPLIED CEDAR WOODGRAIN FINISH WITH UV-RESISTANT COATING. |
| 311 | HORIZONTAL NICHIHA VINTAGEWOOD PANEL – (SPRUCE) | NICHIHA | FACTORY-SEALED SPRUCE FINISH WITH INTEGRAL WOODGRAIN PATTERN. |
| 311.1 | VERTICAL NICHIHA VINTAGEWOOD PANEL – (BARK) | NICHIHA | FACTORY-FINISHED BARK WOODGRAIN TEXTURE WITH WEATHER-RESISTANT COATING. |
| 315 | AEP - SPAN SPANSEAM | AEP SPAN | FINISH: DARK BRONZE |
| 316 | NATURAL STONE VENEER | | MULTI-TONE GREY NATURAL STONE WITH ROUGH SPLIT-FACE TEXTURE |
| 317 | KAWNEER ANODIZED DARK BRONZE ALUMINUM STOREFRONT | KAWNEER | #40 DARK BRONZE ANODIZED FINISH |
| 320 | BOARD-FORMED CONCRETE- CAST-IN-PLACE | | WOOD GRAIN TEXTURE FROM HORIZONTAL BOARD FORMING |
| 331 | HOT ROLLED STEEL PANEL | | DARKENED MILL SCALE SURFACE WITH NATURAL VARIATION AND PATINA DEVELOPMENT OVER TIME |

**SUBSTITUTIONS WILL BE PERMITTED PROVIDED THE PROPOSED MATERIAL IS OF EQUAL QUALITY AND PERFORMANCE, AND HAS RECEIVED PRIOR APPROVAL FROM THE ARCHITECT OF RECORD.**




## NORTH ELEVATION
1/8" = 1'-0"

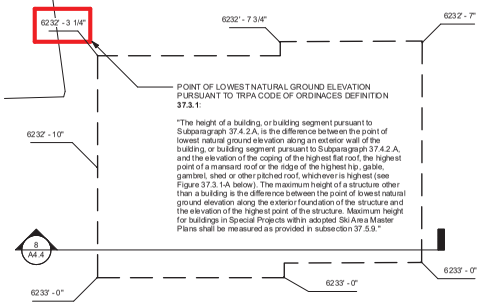
**5":12" SLOPED ROOF**

**FLAT ROOF**

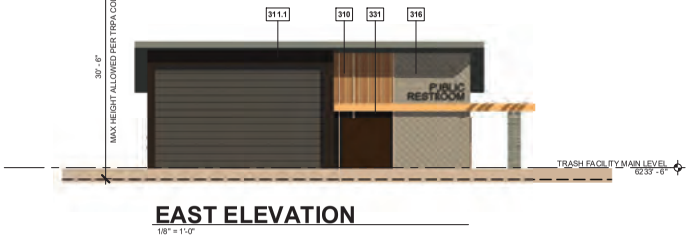
**< 5":12" SLOPED ROOF**

| ROOF SLOPE % TRASH FACILITY | | |
|---|---|---|
| AREA | SLOPE | % |
| 1750.39 SF | Less Than 5:12 | 100% |

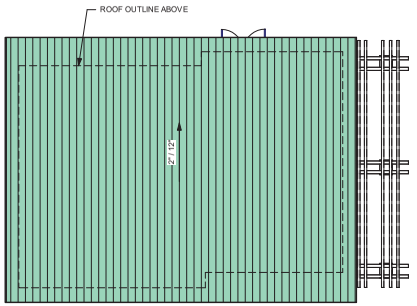
1750.39 SF



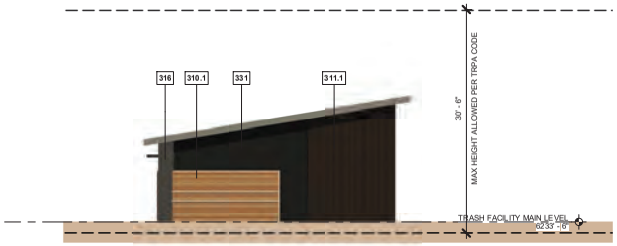

## POINT OF LOWEST NATURAL GROUND ELEVATION ALONG FACE OF FOUNDATION
1" = 2'-0"



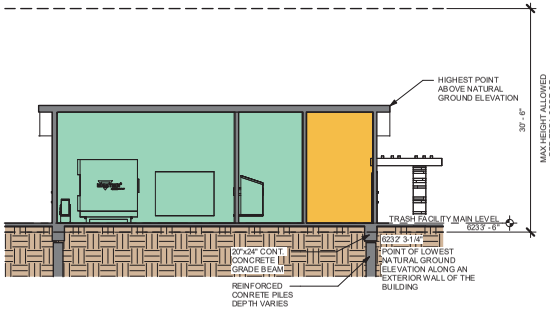

## EAST ELEVATION
1/8" = 1'-0"




## 2 ROOF PLAN TRASH FACILITY
1/8" = 1'-0"



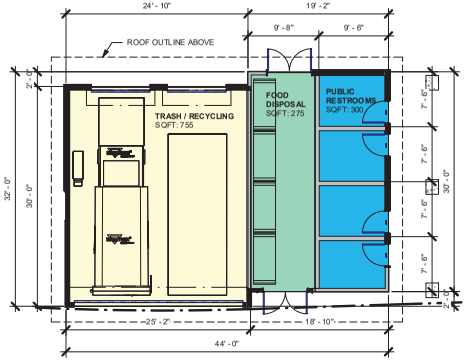

## SOUTH ELEVATION
1/8" = 1'-0"




## 8 BUILDING SECTION
1/8" = 1'-0"




## WEST ELEVATION
1/8" = 1'-0"




## 1 TRASH FACILITY DIAGRAM PLAN
1/8" = 1'-0" REFERENCE - 1 / A2.9

**TOTAL BUILDING SQFT: 1,330**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OWNER

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#220a
DALLAS, TX 75252

| NO. | DATE | DESCRIPTION |
|---|---|---|

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DRAWN BY: DS
CHECKED BY: JP DATE:
DATE: 10/14/2025 10:31:08 AM

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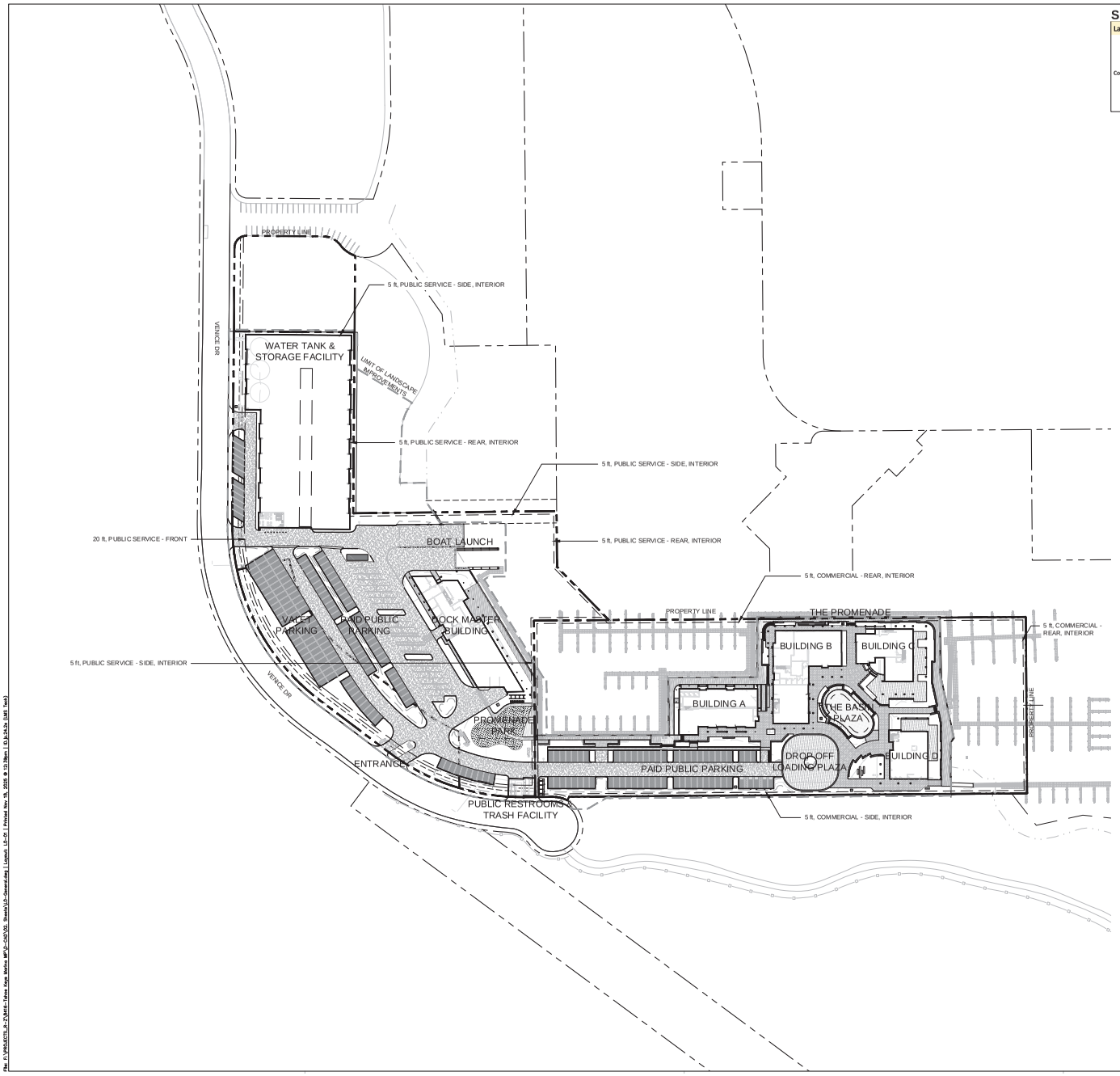
SHEET TITLE
TRASH FACILITY

DRAWING
A4.3

SHEET 65 OF 85

100

703




## SETBACKS

| Land Use Classification | Setbacks | |
|---|---|---|
| Commercial - Public Service | Front | 20 ft. |
| | Side, interior | 5 ft. (less if firewall)<br>15 ft. if adjoins Residential Land Use Classification |
| | Side, street | 15 ft. |
| | Rear, interior | 5 ft. (less if firewall)<br>15 ft. if adjoins Residential Land Use Classification |
| | Rear, street | 15 ft. |

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DATE: Proj Date

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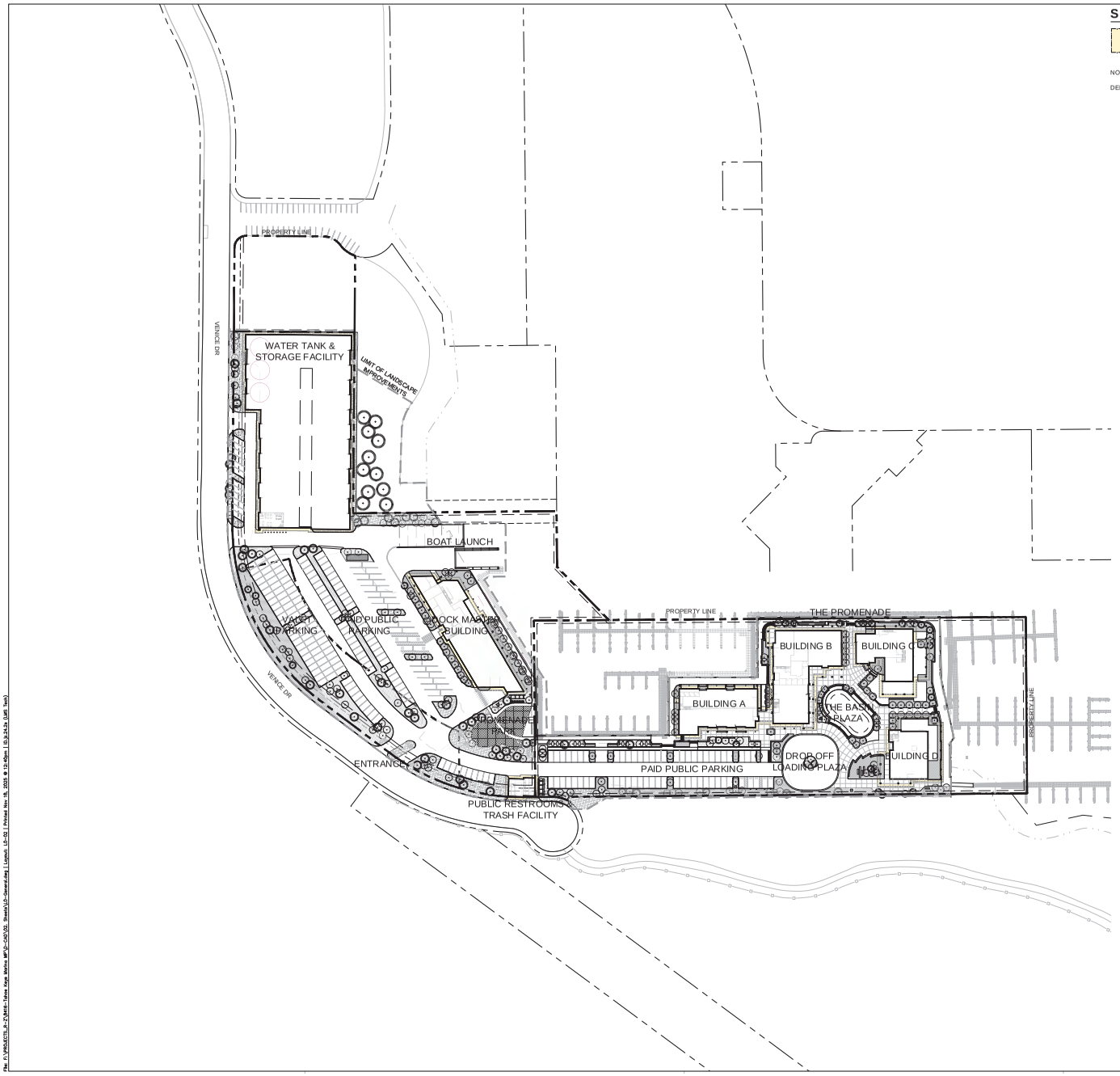
SHEET TITLE

SITE HARDSCAPE REFERENCE PLAN

DRAWING

L0.1

SHEET 66 OF 85




## SITE DEFENSIBLE SPACE LEGEND

ZONE 1: 0 - 5' NONCOMBUSTIBLE AREA

NOTE: THIS PLAN IS FOR GENERAL REFERENCE ONLY AND SHOULD BE PRINTED IN COLOR.

DEFENSIBLE SPACE PLAN REQUIREMENTS:

Zone 1: 0-5' Noncombustable Area

Create a noncombustable area at least 5' wide around the base of the structure (including all decks). This area needs to have a very low potential for ignition from flying embers. Use irrigated herbaceous plants such as lawn, ground cover, and flowers that are recommended for the Lake Tahoe basin; rock mulches; or hard surfaces, such as brick and pavers, in this area.

1. The area within 0-5' of the foundation or support posts should contain no combustable materials, including combustable plant material. A 3' gravel moat is the preferred material of use. Drip lines may be incorporated into this area.
2. Remove all pine needles and forest duff within this area.

Zone 2: 5-30' Lean, Clean and Green Area

For a distance of 5-30' from the structure, there should be a lean, clean, and green area. "Lean" indicates that only a small amount of flammable vegetation, if any, is present within 30' of the structure. "Clean" means there is little or no accumulation of dead vegetation or flammable debris within the area during fire season. "Green" implies that plants located within this area are kept healthy, green and irrigated during fire season.

1. Trim all trees over 20' a minimum of 10' above adjacent grade.
2. Remove any tree 14" diameter or less to create a 10' space between any adjacent tree canopy.
3. Remove accumulation of dead vegetation from trees (flammable debris, dead branches and limbs) 10 feet above adjacent grade.
4. Within 5-30' of the structure only single specimens of well maintained and well irrigated shrubs or trees should be present. Such materials should not be capable of readily transmitting fire to the structure. Combustable mulches or pine needles should not be used as ground cover within this zone.
5. All brush, trees or flammable material will be removed from under the drip line of residential trees of the tree group.
6. Remove all pine needles and forest duff within this area.

NORTH

0 40 80 160'

ORIGINAL SCALE: 1"=80'

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TAHOE KEYS MARINA REDEVELOPMENT

OWNER

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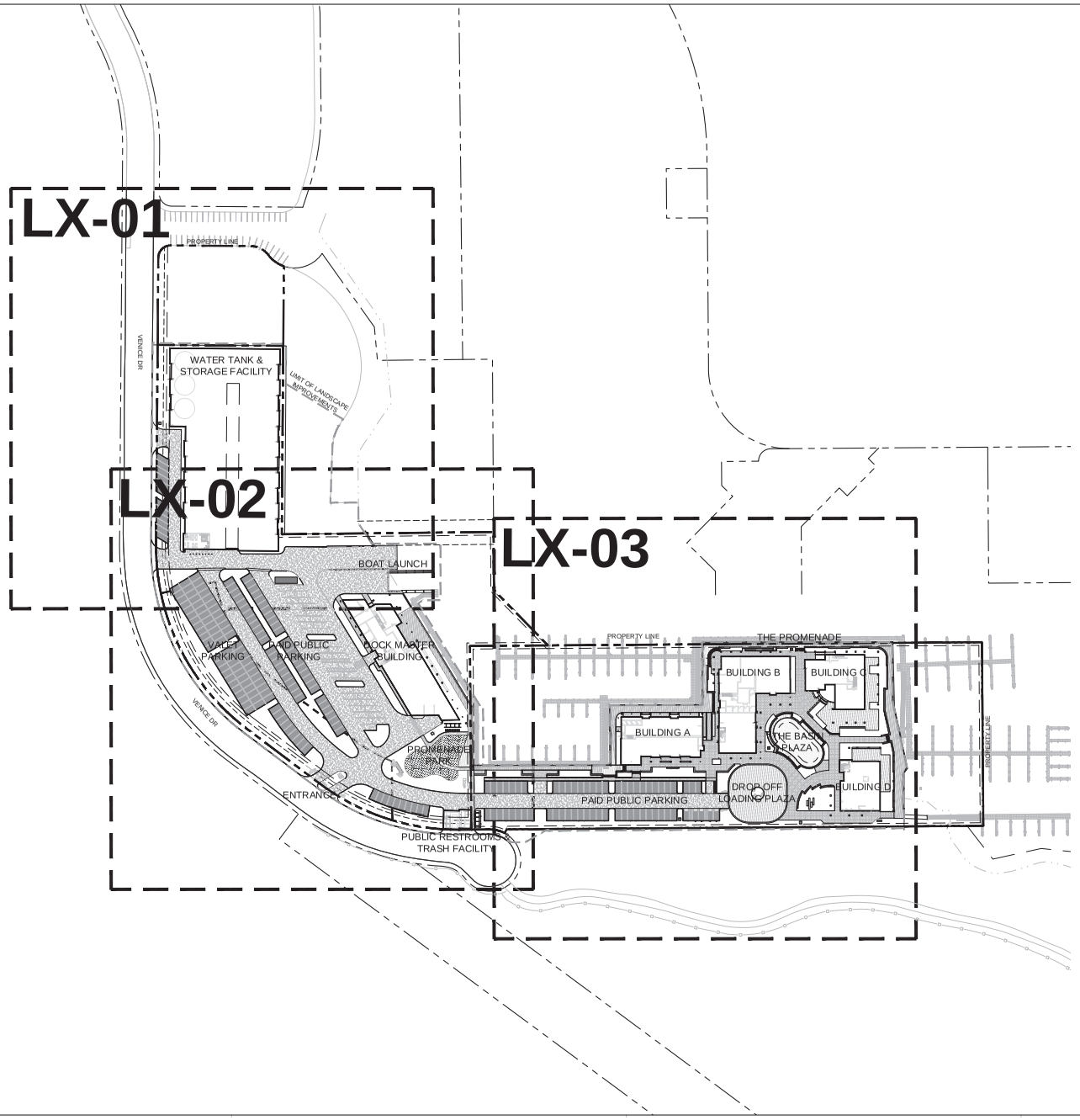
SHEET TITLE

SITE PLANTING REFERENCE PLAN

DRAWING L0.2

SHEET 67 OF 85

File: K:\PROJECTS_A-Z\Tahoe-Tahoe Keys Marina MP\LD-CAD\02_Sheets\LD-General.dwg | Layout: LD-02 | Printed: Nov 18, 2015 @ 12:40pm | By: kzhou (LMS Tech)




NORTH

0 40 80 160'

ORIGINAL SCALE: 1"=80'

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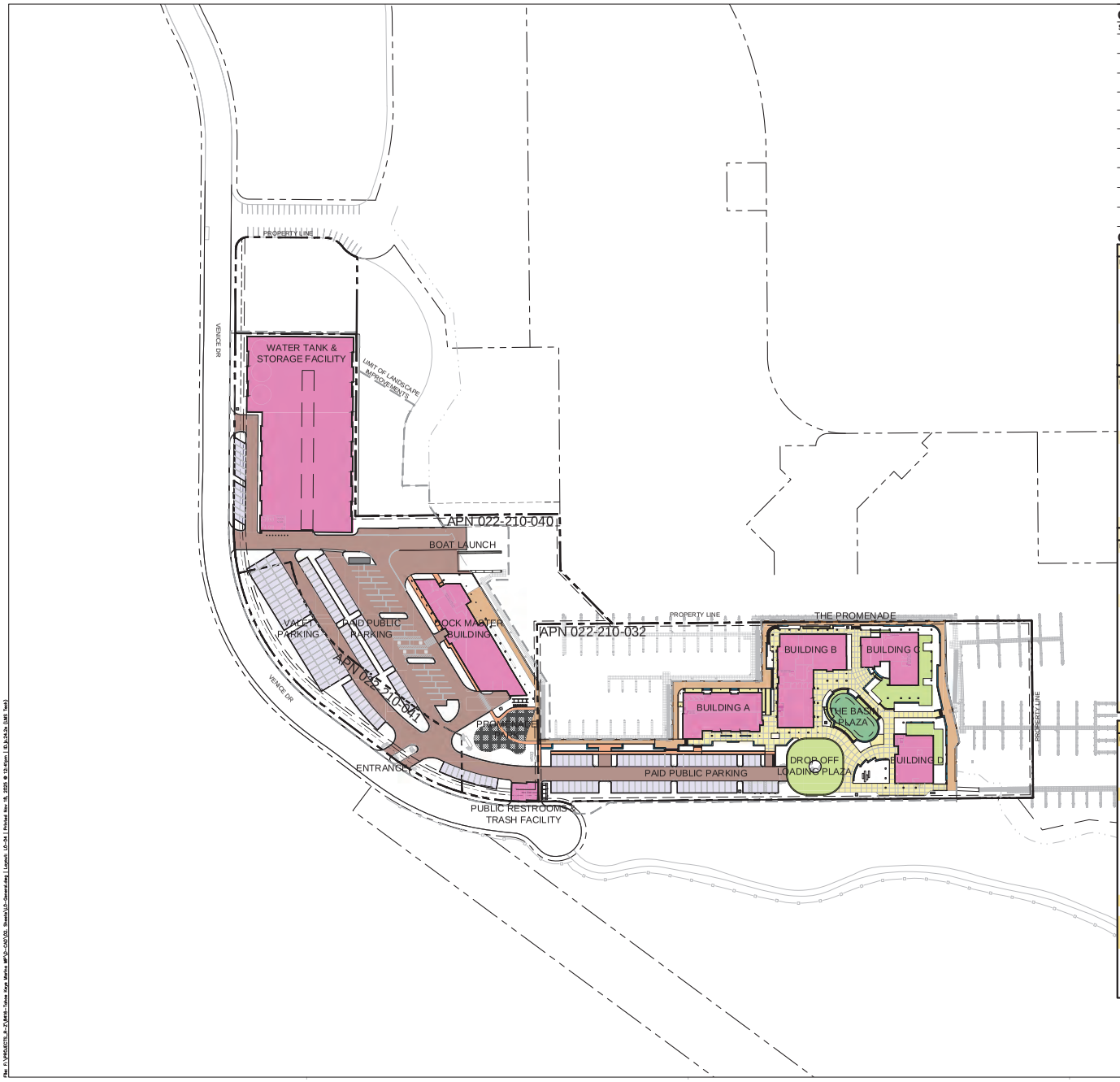
SHEET TITLE

SITE
KEY PLAN

DRAWING
L0.3

SHEET 68 OF 85

File: K:\PROJECTS_2\2016-Tahoe Keys Marina MP\LD-CAD\02. Sheets\LD-General.dwg | Layout: L0-03 | Printed: Nov 15, 2016 @ 12:47pm | LD (1:2.4x1.2x) (ARI Tech)




## COVERAGE LEGEND

| SYMBOL | NAME | DESCRIPTION |
|---|---|---|
| | ASPHALT PAVING | LOCATION: PARKING LOT |
| | PEDESTRIAN PAVING TYPE 1 | LOCATION: PEDESTRIAN PATHWAY |
| | PEDESTRIAN PAVING TYPE 2 | LOCATION: PLAZA |
| | PEDESTRIAN PAVING TYPE 3 | LOCATION: DROP-OFF LOADING PLAZA, CORRIDOR |
| | PEDESTRIAN PAVING TYPE 4 | LOCATION: BOARDWALK |
| | PERMEABLE PAVING | LOCATION: PARKING LOT |
| | STAIRS | LOCATION: PLAZA |
| | SITE WALL | LOCATION: PLAZA |
| | SYNTHETIC TURF | LOCATION: PLAZA |
| | BUILDING | LOCATION: SITE |

## COVERAGE SUMMARY

| | |
|---|---|
| **APN 022-210-041** | |
| **Existing Coverage** | |
| Parcel area (All Class 6) | 43,546 |
| Allowable Coverage | 0 |
| Existing Coverage | 0 |
| Excess Coverage (Existing over Allowable) | 0 |
| **Total Proposed Coverage** | |
| Coverage Description | TOTAL SF |
| Permeable Paving (No 25% Reduction Claimed) | 13,688 |
| Asphalt Paving | 9,946 |
| **Total Proposed Coverage** | **23,634** |
| **APN 022-210-040 (Water Tank & Storage Facility and Dock Master Building)** | |
| **Existing Coverage** | |
| Parcel area (All Class 6) | 180,130 |
| Allowable Coverage | 54,039 |
| Existing Coverage | 153,059 |
| Excess Coverage (Existing over Allowable) | 99,020 |
| **Total Proposed Coverage** | |
| Coverage Description | TOTAL SF |
| Permeable Paving (No 25% Reduction Claimed) | 14,031 |
| Asphalt Paving | 57,697 |
| Pathways (Pedestrian Paving Type 1) | 2,445 |
| Boardwalk (Pedestrian Paving Type 4) | 3,897 |
| Seating & Wall | 100 |
| Buildings | 67,676 |
| **Total Proposed Coverage** | **145,846** |
| **APN 022-210-032 (Building A & B & C & D)** | |
| **Existing Coverage** | |
| Parcel area (All Class 6) | 145,422 |
| Allowable Coverage | 43,627 |
| Existing Coverage | 134,193 |
| Excess Coverage (Existing over Allowable) | 90,566 |
| **Total Proposed Coverage** | |
| Coverage Description | TOTAL SF |
| Permeable Paving | 12,607 |
| Asphalt Paving | 10,956 |
| Pathways (Pedestrian Paving Type 1) | 2,785 |
| Boardwalk (Pedestrian Paving Type 4) | 12,958 |
| Seating & Wall | 2,586 |
| Buildings | 33,382 |
| Plaza Pavers (Pedestrian Paving Type 2 & 3) | 40,236 |
| Stairs | 934 |
| **Total Proposed Coverage** | **116,424** |

| | |
|---|---|
| **Total Project Area (APN 022-210-040 & 022-210-032 & 022-210-041)** | |
| **Existing Coverage** | |
| Parcel area (All Class 6) | 369,098 |
| Allowable Coverage | 97,666 |
| Existing Coverage | 287,252 |
| Excess Coverage (Existing over Allowable) | 189,586 |
| **Total Proposed Coverage** | |
| Coverage Description | TOTAL SF |
| Permeable Paving (No 25% Reduction Claimed) | 40,326 |
| Asphalt Paving | 78,599 |
| Pathways (Pedestrian Paving Type 1) | 5,230 |
| Boardwalk (Pedestrian Paving Type 4) | 16,855 |
| Seating &Wall | 2,686 |
| Buildings | 101,058 |
| Plaza Pavers (Pedestrian Paving Type 2 & 3) | 40,236 |
| Stairs | 934 |
| **Total Proposed Coverage** | **285,904** |
| Total Allowable Coverage | 97,666 |
| **Total Existing Coverage** | **287,252** |
| Total Excess Coverage (Existing over Allowable) | 189,586 |
| Additional Proposed Coverage (Proposed over Existing) | -1,348 |

*If required, additional proposed coverage will be transferred from CTC. Transferred coverage will not contribute to excess coverage
*Existing coverage for APN 022-210-032 was determined in the attached coverage verification.
*Existing coverage for APN 022-210-040 was determined in the attached settlement agreement approved by the TRPA Governing Board Nov. 13, 2024.
*Existing coverage (0 sf) for APN 022-210-041 was determined in the attached coverage verification.
*All buildings are proposed buildings. All existing buildings will be demolished

NORTH
0 40 80 160
ORIGINAL SCALE: 1"=80'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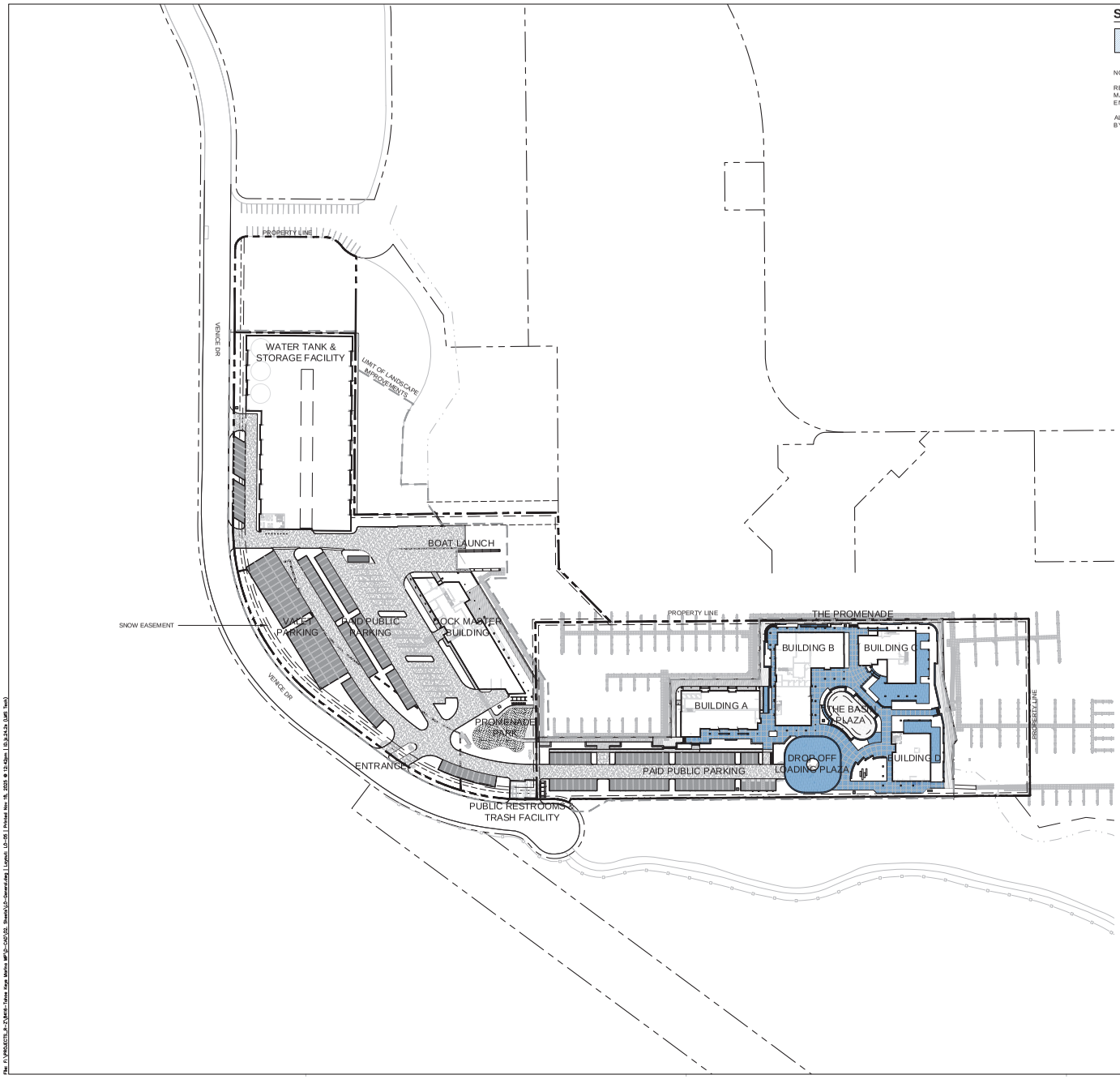
SHEET TITLE

SITE COVERAGE REFERENCE PLAN

DRAWING L0.4

SHEET 69 OF 85


File: K:\PROJECTS_2\2018-Tahoe Keys Marina MP\LD-CAD\02_Sheets\LD-General.dwg | Layout: L0-04 | Printed: Nov 15, 2025 @ 12:47pm | LD (L24.5x36) (ARK Tech)




## SITE SNOWMELTING PLAN LEGEND

PROPOSED SNOWMELT AREA: 41,016 SF

NOTE: THIS PLAN IS FOR GENERAL REFERENCE ONLY AND SHOULD BE PRINTED IN COLOR.

REFER TO MEP DRAWINGS IN ARCHITECTURE SET FOR SNOWMELT TUBING LAYOUT, MANIFOLD LOCATIONS, BOILER OR HEATING SYSTEM CONNECTIONS, DETAILS, ENGINEERING, SPECIFICATIONS, ETC.

ALL MANIFOLD AND SENSORY LOCATIONS SHALL BE STAKED FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

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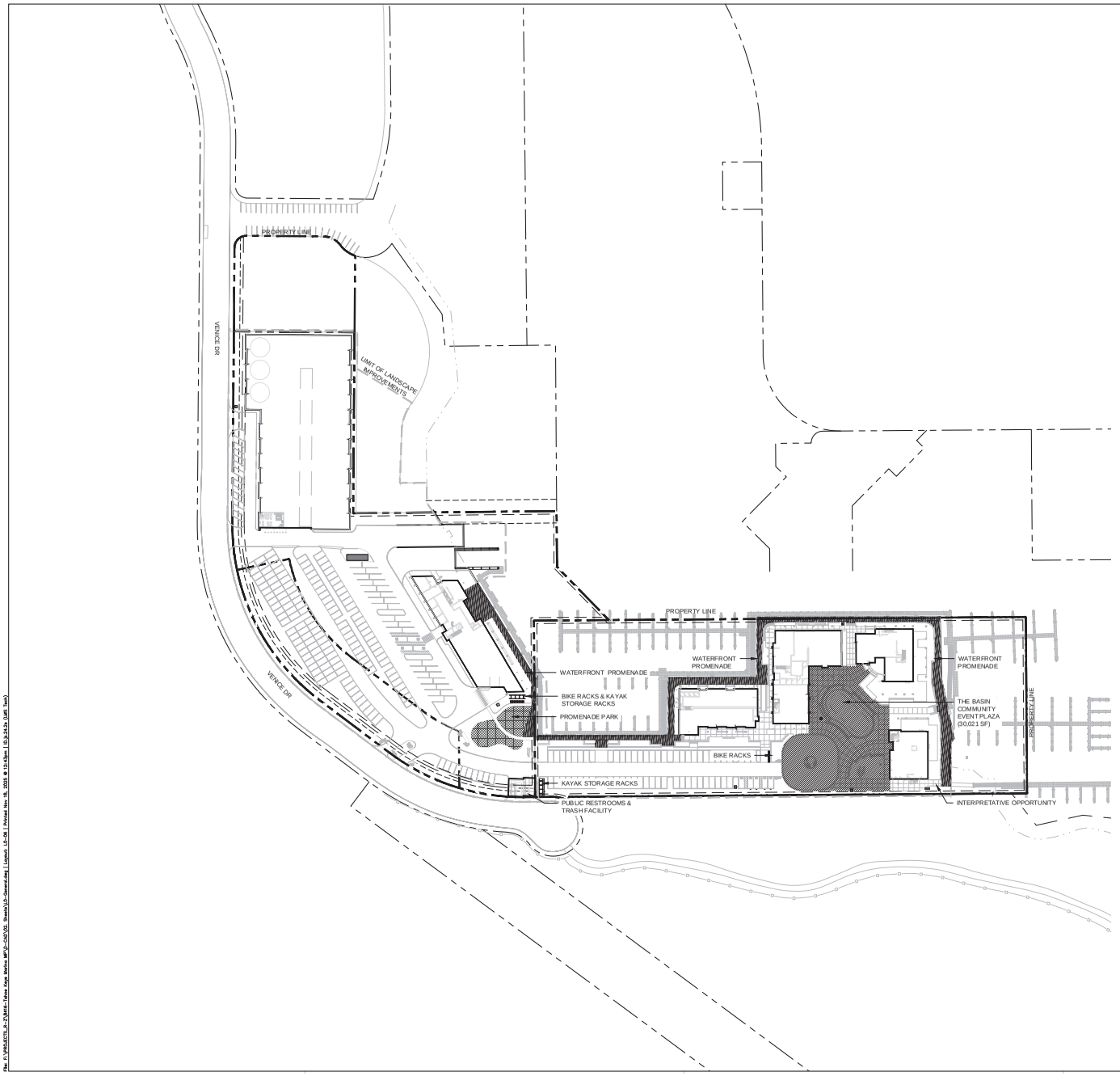
SHEET TITLE

SITE SNOWMELT REFERENCE PLAN

DRAWING

L0.5

SHEET 70 OF 85





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SHEET TITLE

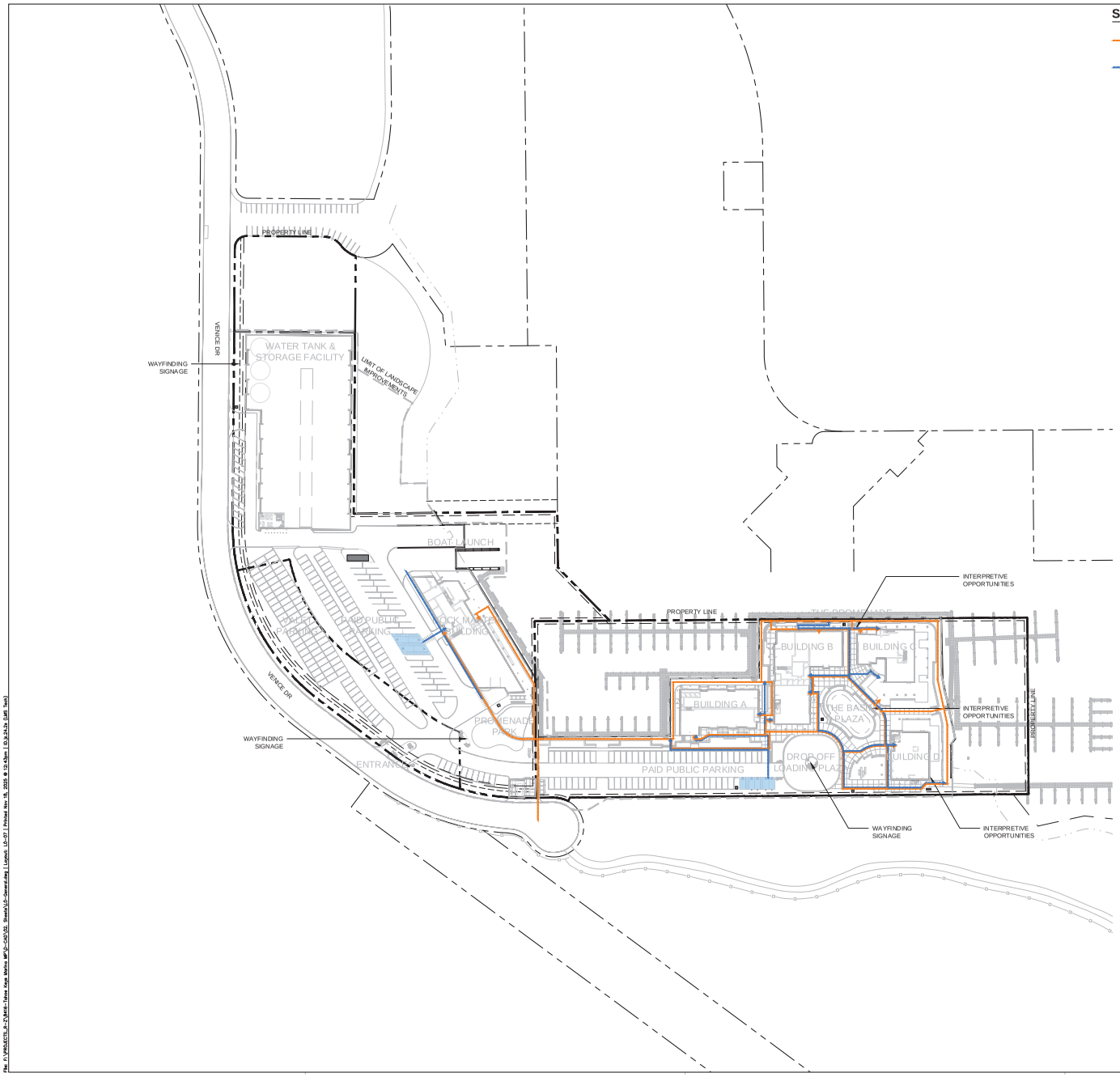
PUBLIC AMENITIES REFERENCE PLAN

DRAWING

L0.6

SHEET 71 OF 85


File: K:\PROJECTS_2\2016\--Tahoe Keys Marina MP\LD-CAD\02. Sheets\LD-General.dwg | Layout: L0-06 | Printed: Nov 15, 2016 @ 12:43pm | ID: kJ-24-7a (LMT: Tom)

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DALLAS, TX 75252

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|---|---|---|
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SHEET TITLE

WAYFINDING AND SIGNAGE REFERENCE PLAN

DRAWING

L0.7

SHEET 72 OF 85

File: K:\PROJECTS_Jr-2\Tahoe-Tahoe Keys Marina MP\LD-Civil\02_Sheets\LD-General.dwg | Layout: L0-07 | Printed: Nov 15, 2018 @ 12:43pm | LD (L24.5x 36) (LWT: Yes)

## GENERAL NOTES

1. NCE prepared the survey for this project. It has been reformatted for use in and for preparation of these documents. Contractor shall obtain officially signed copy from NCE (300 E Second St. Suite 1210 Reno, Nevada 89501, 775-329-4955) and become familiar with it, the existing conditions and site context prior to construction. All discrepancies should be brought to the attention of the Landscape Architect for immediate resolution. Landscape Architect is not responsible for errors or omissions associated with preparation or documentation of survey.
2. NCE prepared the geotechnical investigation and report for this project. It has been referenced during preparation of these documents. Contractor shall obtain officially signed copy from NCE (300 E Second St. Suite 1210 Reno, Nevada 89501, 775-329-4955) and become familiar with it prior to construction. All discrepancies should be brought to the attention of the landscape architect for immediate resolution. Landscape Architect is not responsible for errors or omissions associated with preparation or documentation of report.
3. Design Workshop has utilized the Owner furnished existing conditions survey and geotechnical report and coordinated with design team consultants, product manufacturers, suppliers, fabricators, and contractors as necessary to prepare the documents herein, should contractors identify any conflicts, errors, omissions, or concerns with any of the proposed systems he shall submits a Request for Information (RFI) before construction for clarification or direction. No change orders or amendments will be considered if this process is not followed.
4. Contractor is responsible for determining means and methods for construction. These drawings may indicate a limit of proposed improvements, limits of site demolition, etc. for delineation of expected extents of disturbance, however, final impact shall be determined in the field. Should limits of disturbance exceed boundaries defined in drawings, Contractor shall contact Landscape Architect for resolution.
5. Contractor is responsible for repairing all work disturbed by construction outside of limit lines defined on drawings or through his/her means and methods and General Conditions to a condition acceptable to the owner at no additional cost.
6. Contractor is responsible for protecting all existing conditions, improvements, utilities, etc. to remain. Any damages shall be repaired to a condition acceptable to the owner at no additional cost.
7. Contractor is responsible for maintaining a complete up-to-date set of Drawings and Specifications at the construction site and ensuring the documents are readily available for review by the Landscape Architect and governing agency.
8. The Drawings and Specifications are complementary to one another and implied to correspond with one another. Any discrepancies should be brought to the attention of the Landscape Architect for immediate resolution.
9. Contact the local underground utility service locator for utility locates and identification prior to commencing work and maintain in field throughout construction unless indicated or directed otherwise.
10. Verify plant protection, stormwater pollution protection plan (SWPPP), existing improvement to remain, and Contractor site control measures are in place prior to commencing with construction. Do not proceed with construction if not in compliance and maintained throughout. Coordinate with Owner's Representative and authorities having jurisdiction as required.

## PLANT PROTECTION AND REMOVAL NOTES

1. Plants shall remain unless designated for removal and shall be protected as indicated. No disturbance is allowed within the dripline of the plants unless indicated or approved otherwise. Protect plants within the plant protection zone as indicated.
2. Maintain plant protection fencing throughout construction unless approved otherwise.
3. Remove plants as indicated on the plans to their full depth, including stumps and any roots, by cutting trunks and grinding stumps to be flush with finished grade unless noted otherwise. Fill any depressions to meet finish grade with suitable fill, compact and provide positive drainage unless indicated otherwise.
4. Plants encountered that are not shown on the drawings shall be brought to the attention of the Landscape Architect.
5. Remove demolished materials and legally dispose of offsite unless indicated otherwise. Disposal by burning and/or burying on-site is prohibited unless approved otherwise.
6. Prune roots and limbs/branches only as directed by Landscape Architect unless indicated otherwise.
7. The location of existing utilities as shown on the plans may vary in relation to actual existing conditions. Additional utilities not shown on the drawings may exist. Verify in the field the data shown and bring any discrepancies to the attention of the Landscape Architect before starting work.

## SITE DEMOLITION NOTES

1. Where demolition activity is required within protection fencing coordinate with Landscape Architect prior to construction for direction. Hand excavation and plant care procedures may be required.
2. Items and site structures shall remain unless designated for removal. Do not disturb. Protect-in-place. The Contractor is responsible for damage to existing items and site structures caused by any person, vehicle, equipment, tool or other related to the execution of the Contract at no additional cost to the owner.
3. Remove items and site structures shown on the plan to the full depth of their construction unless designated to remain, including footings, bases, and subbases. If applicable, and legally dispose of offsite, recycle, salvage for owner unless indicated or directed otherwise. Disposal by burning and/or burying is prohibited. Fill depressions with suitable fill, compact and provide positive drainage unless indicated or directed otherwise.
4. Verify the location of items and site structures to remain, to be removed, to be salvaged prior to commencement of the work. Bring discrepancies to attention of Landscape Architect for clarification.
5. Items and site structures encountered below grade and not shown on the drawings shall be brought to the attention of the Landscape Architect for clarification.
6. Refer to Civil Engineer's drawings for protection and removal of existing utilities.
7. The location of existing utilities as shown on the plans may vary in relation to actual existing conditions; additional utilities not shown on the drawings may exist. Verify in the field the data shown, and call any discrepancies to the attention of the Landscape Architect before starting work.
8. Perform demolition and excavation in the vicinity of existing utilities by hand where applicable. The Contractor is responsible for damage to existing utilities caused by any person, vehicle, equipment, tool or other related to the execution of the Contract at no additional cost to the owner.

## SITE MATERIALS NOTES

1. Material systems as depicted on Drawings are complete in-place systems and further defined per associated Site Details and Specifications. Other plan drawings may need to be referenced to fully understand design intent, consult as required.
2. Material symbols are graphic in nature and may not be to scale. Refer to Site Details and Site Layout Plans for sizes and dimensioning.

## SITE GRADING AND DRAINAGE NOTES

1. Protect existing utilities to remain. Contractor is responsible for all damage to utilities encountered during construction and shall repair at no additional cost to owner.
2. Layout and field stake all proposed landscape grading and drainage improvements for review and approval by Landscape Architect prior to construction unless indicated or directed otherwise.
3. Request inspection of field staking by Landscape Architect a minimum of 24 hours in advance of performing any work unless indicated otherwise.
4. Landscape spot elevations shall be as indicated and defined per Abbreviations List. Bring any discrepancies to attention of Landscape Architect for clarification.
5. Provide a minimum of 1% (1:100) slope and a maximum of 5% (1:20) slope on all proposed hardscape and minimum of 2% (1:50) slope and maximum of 33% (1:3) slope on all proposed softscape unless indicated otherwise.
6. All surfaces shall be flush and meet smoothly and evenly unless indicated otherwise.
7. Provide positive drainage and pitch to drain.
8. Refer to Civil Engineer's drawings for all design calculations, details, subsurface piping, overflows/ outfalls, storage basins, erosion control, stormwater pollution protection plans (SWPPP) and connections to site landscape and hardscape drains indicated in drawings unless designated otherwise.
9. Provide erosion control measures for swales exceeding 5% (1:20) slope and grades/hillsides exceeding 33% (1:3) slope as indicated. If not indicated bring to the attention of Landscape Architect immediately for direction.
10. Refer to Civil Engineer's drawings for all (roadway) (parking lot) (Define other) grading and drainage improvements.
11. Refer to MEP drawings for all design calculations, details, piping and connections to landscape and hardscape drains over structure.
12. Refer to architectural drawings for waterproofing of building and site structure slab penetrations for landscape stormwater drains and piping.

## SITE LIGHTING NOTES

1. Lighting symbols on plans are diagrammatic and conceptual. Building permit submittal will include fixture details and specifications as well as iso-footcandle updated photometric information.
2. All lighting layouts and design will conform to TRPA requirements.
3. Night lighting will be designed to minimize impacts to adjoining and nearby land uses.
4. Building lighting is shielded and downward directing and the bulb or ballast is not visible. Lighting colors complements the building colors and materials and are used to light entries, soffits, covered walkways and pedestrian areas. Roof and wall pack lighting is not used in this lighting design (see Architectural Lighting Layouts). All lighting is designed to highlight the adjacent building area and ground area and does not impose glare on pedestrian or vehicular traffic.
5. Landscape lighting visually accentuates and highlights ornamental shrubs and trees adjacent to the buildings in open spaces. Landscape lighting design is intended to highlight shrubs and trees and does not impose glare on any pedestrian or vehicular traffic.
6. It is understood that as part of the project approval, lighting standards may be created including General Lighting Standards, Street Lighting Standards, Prohibited Lighting and Exemptions to ensure that individual fixtures and lighting systems area designed, constructed and installed in a manner that controls glare and light trespass, minimizes obtrusive light and conserves energy and resources.
7. Exterior lighting is designed to the "International Dark Sky Association" standards for protecting night sky from excessive light pollution. This lighting design also references resources from IESNA. The intent of the lighting design is to maintain public safety and security in the project area while curtailing the degradation of the nighttime visual environment through limiting evening light radiation and light spill.
8. All street lighting and photometrics are consistent with the Rural Design Guidelines as required by TRPA.
9. Photometrics are provided for public walkways, roadways and landscape areas only. Building mounted fixtures have been included at a conceptual level (for further information reference the architectural lighting plans). Additionally, dedicated lighting for the Exterior cabana and bar areas are not included.
10. All lighting systems will be dimmable and light levels will be reduced to maintain minimum light levels required for safe pedestrian and vehicular travel.
11. All exterior light fixtures will be selected to conform to county guidelines governing glare, light trespass and Dark Sky.
12. The design will utilize 2700K, high CRI LED light sources in consideration of nocturnal wild life and Dark Sky recommendations.
13. All exterior lighting will be controlled by dimmer and grouped by "like" fixture type and geographic area. Project wide lighting scenes will be set at lowest light levels possible while still maintaining program requirements, safety, security and aesthetic objectives.

## SITE SOILS NOTES

1. Contractor shall coordinate with Owner's Representative for location of stockpile areas for stripped topsoil and planting soil products. Contractor shall ensure area is protected and contamination or disturbance of stored products is not allowed.
2. Contractor shall ensure subgrade is scarified prior to installing planting soil and blend with initial lift or placement of proposed planting soil.
3. Coordinate placement of planting soil with other work, especially utilities. Placement should occur after installation of all hardscape improvements, irrigation system, utilities, etc. and before installation of plants.

## REVEGETATION NOTES

1. All areas disturbed by construction activities shall be revegetated if not shown improved with another material. Additional revegetation may be required beyond what is shown on plans.

2. A minimum of two inches (2") of topsoil shall be placed on all disturbed areas. Topsoil shall include all of the organic-rich layer of soil immediately under the duff layer. Topsoil shall be stored with minimal handling and no compaction, and it should not be mixed with spoil material.

3. Disturbed areas that are compacted or have experienced heavy vehicle and equipment use shall be plowed with a ripper or other deep tillage implement where feasible to a depth of 6"-12". Soil may be loosened with a backhoe bucket equipped with cutting teeth if loosening is done such that clods remain and soil is not pulverized or inverted. Following soil loosening, all further equipment traffic shall be eliminated from the planting area.

4. Areas should be irrigated by a low-flow irrigation system approximately once every three (3) weeks. The goal for all revegetated areas is to minimize irrigation needs and discontinue the need for irrigation after a maximum of three (3) growing seasons.

5. Following seeding and planting, all revegetation areas shall be mulched with pine needles. Pine needles shall be applied evenly to the entire area to a depth of one inch (1") if applied by blower or two inches (2") if applied by hand.

## FERTILIZER MANAGEMENT

1. Fertilizer application shall be consistent with CHAPTER 5: SOIL AND VEGETATION MANAGEMENT OF THE TRPA BMP HANDBOOK.

2. Engage an independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition to conduct a soils test and provide recommendations on the recommended soil amendments necessary to achieve desirable soil characteristics for plant establishment.

3. Use phosphorus free, slow release fertilizer for all perennial and shrub areas. use phosphorus free fertilizer 10-0-3 or approved equal at a rate 1/2 to 3/4 pounds per 1000 sf during each application.

4. For tree fertilization use "Jobe's evergreen tree fertilizer spikes" or approved equal which are specially formulated to maintain good tree health. Fertilizer spikes shall not be installed in existing vegetation or outside the limit of disturbance.

## IRRIGATION NOTE

Existing irrigation to be modified to accommodate landscape improvements.

## LANDSCAPE PLANTING NOTES

1. Refer to Civil Engineer's utility and roadway, parking lot, site grading and drainage plans as required. If actual site conditions vary from what is shown on the plans, contact the Landscape Architect for direction as to how to proceed.
2. Verify locations of pertinent site improvements installed under other sections. If any part of this plan cannot be followed due to site conditions, contact Landscape Architect for instructions prior to commencing work.
3. Exact locations of plant materials shall be approved by the Landscape Architect in the field prior to installation. Stake or otherwise layout all proposed planting for review. Landscape Architect reserves the right to adjust plants to exact location in field.
4. Verify plant counts and square footages. Quantities are provided as Owner information only. If quantities on plant list differ from graphic indications, then graphics shall prevail. If graphics are inconclusive contact Landscape Architect for clarification.
5. Perform excavation in vicinity of underground utilities and existing tree/plant driplines with care and if necessary, by hand. The Contractor bears full responsibility for this work and disruption or damage to utilities and existing trees/plants shall be repaired or replaced immediately at no expense to the Owner.
6. Trees/plants shall bear same relation to finished grade as it bore to existing in place of growth. However, at no point shall it be less than 1 inch above adjacent finish grade.
7. Trees shall be planted a minimum of 10 feet from face of building and a minimum of 4 feet from edge of pavement, except as approved by Landscape Architect.
8. Shrubs shall be planted a minimum of 3 feet from face of building and a minimum of 12 inches from edge of pavement, except as approved by Landscape Architect.
9. All other plants (perennials, grasses, groundcover, annuals) shall be planted a minimum of 12 inches from face of building and a minimum of 6 inches from edge of pavement, except as approved by Landscape Architect.
10. Provide matching forms and sizes for plant materials within each species and size designated on the drawings.
11. Prune newly planted trees only as directed by Landscape Architect.
12. Finish grades of planting areas and lawns shall be flush and meet smoothly and evenly with adjacent paving, providing positive drainage. Shovel V-cut edges shall be provided at planting area transitions to adjacent pavement as indicated to allow for mulch installation.
13. Provide specified edging as divider between planting beds and lawn areas. If not edging indicated provide shovel v-cut edge.

DEFENSIBLE SPACE PLAN REQUIREMENTS:

Zone 1: 0-5' Noncombustable Area

Create a noncombustable area at least 5' wide around the base of the structure (including all decks). This area needs to have a very low potential for ignition from flying embers. Use irrigated herbaceous plants such as lawn, ground cover, and flowers that are recommended for the Lake Tahoe basin; rock mulches; or hard surfaces, such as brick and pavers, in this area.

1. The area within 0-5' of the foundation or support posts should contain no combustable materials, including combustable plant material. A 3" gravel moat is the preferred material of use. Drip lines may be incorporated into this area.

2. Remove all pine needles and forest duff within this area.

Zone 2: 5-30' Lean, Clean and Green Area
For a distance of 5-30' from the structure, there should be a lean, clean, and green area. "Lean" indicates that only a small amount of flammable vegetation, if any, is present within 30' of the structure. "Clean" means there is little or no accumulation of dead vegetation or flammable debris within the area during fire season. "Green" implies that plants located within this area are kept healthy, green and irrigated during fire season.

1. Trim all trees over 20' a minimum of 10' above adjacent grade.

2. Remove any tree 14" diameter or less to create a 10' space between any adjacent tree canopy.

3. Remove accumulation of dead vegetation from trees (flammable debris, dead branches and limbs) 10 feet above adjacent grade.

4. Within 5-30' of the structure only single specimens of well maintained and well irrigated shrubs or trees should be present. Such materials should not be capable of readily transmitting fire to the structure. Combustable mulches or pine needles should not be used as ground cover within this zone.

5. All brush, trees or flammable material will be removed from under the drip line of residential trees of the tree group.

6. Remove all pine needles and forest duff within this area.

## TABLE OF ABBREVIATIONS

| | | | |
|---|---|---|---|
| APPROX | APPROXIMATE | MH | MANHOLE |
| ARCH | ARCHITECT | MIN | MINIMUM |
| AVG | AVERAGE | MISC | MISCELLANEOUS |
| B&B | BALLED AND BURLAPPED | MTD | MOUNTED |
| BC | BOTTOM OF CURB | MTL | METAL |
| BF | BOTTOM OF FOOTING | N | NORTH |
| BLDG | BUILDING | NIC | NOT IN CONTRACT |
| BM | BENCHMARK | NO | NUMBER |
| BOC | BACK OF CURB | NOM | NOMINAL |
| BR | BOTTOM OF RAMP | NTS | NOT TO SCALE |
| BRG | BEARING | OC | ON CENTER |
| BS | BOTTOM OF STEP | OD | OUTSIDE DIAMETER |
| BW | BOTTOM OF WALL | OPP | OPPOSITE |
| CAL | CALIPER | PA | PLANTING AREA |
| CAP | CAPACITY | PAR | PARALLEL |
| CF | CUBIC FEET | PC | POINT OF CURVATURE |
| CHAM | CHAMFER | PE | POLYURETHANE |
| CIP | CAST IN PLACE | PERF | PERFORATED |
| CJ | CONTROL JOINT | PED | PEDESTRIAN |
| CL | CENTER LINE | PI | POINT OF INTERSECTION |
| CLR | CLEARANCE | PL | PROPERTY LINE |
| CM | CENTIMETER | PT | POINT, POINT OF TANGENCY |
| CO | CLEAN OUT | PVC | POLYVINYL CHLORIDE |
| COMP | COMPACTED | PVMT | PAVEMENT |
| CONC | CONCRETE | PVR | PAVER |
| CONST | CONSTRUCTION | QTY | QUANTITY |
| CONT | CONTINUOUS | R | RADIUS |
| CONTR | CONTRACTOR | RE | RIM ELEVATION |
| CU | CUBIC | RECEP | RECEPTACLE |
| CY | CUBIC YARD | REF | REFERENCE |
| DBL | DOUBLE | REINF | REINFORCE(D) |
| DF | DIRECTION OF FLOW | REM | REMOVE |
| DEG | DEGREE | REQ'D | REQUIRED |
| DEMO | DEMOLISH, DEMOLITION | REV | REVISION, REVISED |
| DI | DRAIN INLET | ROW | RIGHT-OF-WAY |
| DIA | DIAMETER | RT | RIGHT |
| DIM | DIMENSION | S | SOUTH |
| DTL | DETAIL | SAN | SANITARY |
| DWG | DRAWING | SCH | SCHEDULE |
| E | EAST | SD | STORM DRAIN |
| EA | EACH | SEC | SECTION |
| EJ | EXPANSION JOINT | SF | SQUARE FOOT (FEET) |
| EL | ELEVATION | SHT | SHEET |
| ELEC | ELECTRICAL | SI | STORM INLET |
| ENG | ENGINEER | SIM | SIMILAR |
| EQ | EQUAL | SNT | SEALANT |
| EQUIP | EQUIPMENT | SPECS | SPECIFICATIONS |
| EST | ESTIMATE | SQ | SQUARE |
| E.W. | EACH WAY | ST | STORM SEWER |
| EXIST | EXISTING | SY | SQUARE YARD |
| EXP | EXPANSION, EXPOSED | STA | STATION |
| FF | FINISHED FLOOR ELEVATION | STD | STANDARD |
| FG | FINISHED GRADE | STL | STEEL |
| FIN | FINISH | STRL | STRUCTURAL |
| FL | FLOW LINE | SYM | SYMMETRICAL |
| FOC | FACE OF CURB | T&B | TOP AND BOTTOM |
| FS | FINISHED SURFACE | TBC | TOP OF BACK CURB |
| FT | FOOT (FEET) | TC | TOP OF CURB |
| FTG | FOOTING | TF | TOP OF FOOTING |
| GA | GAUGE | THK | THICK |
| GAL | GALVANIZED | TOC | TOP OF CONCRETE |
| GC | GENERAL CONTRACT(OR) | TOPO | TOPOGRAPHY |
| GEN | GENERAL | TSL | TOP OF SLAB |
| HORIZ | HORIZONTAL | TRAS | TRANSFORMER |
| HP | HIGH POINT | TR | TOP OF RAMP |
| HT | HEIGHT | TS | TOP OF STEP |
| ID | INSIDE DIAMETER | TW | TOP OF WALL |
| INV | INVERT ELEVATION | TYP | TYPICAL |
| IN | INCH(ES) | VAR | VARIES |
| INCL | INCLUDE(D) | VERT | VERTICAL |
| INL | INLET | VEH | VEHICLE |
| IRR | IRRIGATION | VOL | VOLUME |
| JT | JOINT | W | WITH |
| LIN | LINEAR | WO | WITHOUT |
| LF | LINEAR FEET | WT | WEIGHT |
| LP | LOW POINT | WL | WEIR LEVEL |
| LT | LIGHT | WWF | WELDED WIRE FABRIC |
| MATL | MATERIAL | YD | YARD |
| MAX | MAXIMUM | @ | AT |
| MEMB | MEMBRANE | | |


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PROJECT NO: Proj No
DESIGNED BY: Design By
DRAWN BY: Drafted By
CHECKED BY: Ckd By DATE Ckd Date
DATE: Proj Date


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SHEET TITLE

GENERAL INFORMATION SHEET

DRAWING

L0.8

SHEET 73 OF 85


File: K:\PROJECTS_A-Z\Tahoe - Lake Tahoe Marina MP\2-CAD\02_Sheets\L0-General.dwg | Layout: L0-08 | Printed: Nov 16, 2020 @ 12:43pm | 0 (x24.5 x 36 Tahoe)

## SYMBOLS LEGEND

SAMPLE SECTION DETAIL REFERENCE

SAMPLE ELEVATION DETAIL REFERENCE

MATCHLINE - SEE SHEET Lx-03

SAMPLE MATCHLINE

LIMIT OF WORK or LIMIT OF PROPOSED IMPROVEMENTS or LIMIT OF "x" WHERE x REPRESENTS SHEET SERIES DESCRIPTION (i.e. DEMOLITION, GRADING, ETC.)

SAMPLE LIMIT LINE

SAMPLE ENLARGEMENT PLAN REFERENCE

SAMPLE REVISION TAG

SAMPLE REVISION CLOUD

## LINE SYMBOL LEGEND

| PROPOSED | | EXISTING |
|---|---|---|
| | Property Line | |
| | Easement Line | |
| | Setback Line | |
| | Building Wall | |
| | Roof Overhang | |
| | Edge of Below Grade Structure | |
| | Edge of Pavement | |
| | Centerline | |
| 820 | Major Contour | 820 |
| 822 | Minor Contour | 822 |
| E | Buried Electric Line | E |
| OHP | Overhead Power Line | OHP |
| CTV | Cable TV Line | CTV |
| FO | Fiber Optic Line | FO |
| GAS | Gas Line | GAS |
| SS | Sanitary Sewer Line | SS |
| ST | Storm Drain Line | ST |
| W | Water Line | W |
| | Water Edge/ Wetland | |
| X X X | Fence | |
| | Swale Centerline | |
| | Erosion Control Fence | |
| | Top of Bank | |
| | 100 Year Floodplain | |
| | Floodway | |

## SITE MATERIALS LEGEND

- TURF
- ASPHALT PAVING
- PEDESTRIAN PAVING TYPE 1
- PEDESTRIAN PAVING TYPE 2, PLAZA
- PEDESTRIAN PAVING TYPE 3, PLAZA
- PEDESTRIAN PAVING TYPE 4, BOARDWALK
- PERMEABLE PAVING
- BAND, CONCRETE
- WALL TYPE 1
- SEAT WALL TYPE 1
- STEPS TYPE 1
- CURB

## BOULDER LEGEND

- A — 3'-4" AND APPROXIMATE 2-4 TON
- B — 4'-5' AND APPROXIMATE 4-6 TON
- C — 5'-6' AND APPROXIMATE 6-8 TON
- D — 7'-8' AND APPROXIMATE 8-10 TON

## SITE LIGHTING LEGEND

- PEDESTRIAN POST
- BOLLARD TYPE 1
- BOLLARD TYPE 2
- MONUMENT LIGHT
- EVENT FESTOON LIGHT
- SITE WALL STRIP LIGHT
- BUILDING MOUNTED LIGHT

## SITE SOILS LEGEND

- PLANTING SOIL TYPE 1: PLANTING BEDS
- PLANTING SOIL TYPE 2: TREES
- PLANTING SOIL TYPE 3: STRUCTURAL SOIL
- PLANTING SOIL TYPE 4
- PLANTING SOIL TYPE 5

## PLANTING LEGEND

- PROPOSED EVERGREEN TREES
- PROPOSED DECIDUOUS TREES
- EXISTING EVERGREEN TREES
- ZONE 1: 0-5' NONCOMBUSTABLE AREA
- TURF 4,660 SF
- PLANTING TYPE 1: MEADOW 49,798 SF
- PLANTING TYPE 2: STRUCTURED 22,780 SF
- PLANTING TYPE 3: DRAINAGE 18,295 SF

## PLANT LIST

| BOTANICAL NAME | COMMON NAME | TYPE | SIZE |
|---|---|---|---|
| **DECIDUOUS TREES** | | | |
| Betula populifolia | Gray Birch | B&B | 2" Cal. |
| Populus tremuloides | Quaking Aspen | B&B | 2" Cal. |
| **EVERGREEN TREES** | | | |
| Calocedrus decurrens | Incense Cedar | B&B | 8' Ht. |
| Pinus jeffreyi | Jeffrey Pine | B&B | 10' Ht. |
| Pinus jeffreyi | Jeffrey Pine | B&B | 16' Ht. |

| BOTANICAL NAME | COMMON NAME | TYPE | SPACING |
|---|---|---|---|
| **SHRUBS** | | | |
| Amelanchier utahensis | Utah Serviceberry | Container | 60" o.c. |
| Artemisia tridentata | Big Sagebrush | Container | 12" o.c. |
| Salix purpurea | Purple Osier Willow | Container | 48" o.c. |
| Spiraea betulifolia 'Tor' | White Frost™ Birchleaf Spirea | Container | 24" o.c. |
| **PERENNIALS** | | | |
| Achillea millefolium | Common Yarrow | Container | 18" o.c. |
| Athyrium filix-femina | Common Lady Fern | Container | 18" o.c. |
| Lupinus albifrons | Silver Lupine | Container | 18" o.c. |
| Muhlenbergia rigens | Deer Grass | Container | 24" o.c. |
| Pennisetum alopecuroides 'Hameln' | Hameln Fountain Grass | Container | 24" o.c. |

## SAMPLE KEYNOTE DRAWING CALLOUT:

3.2 TYP

WHERE MULTIPLE INSTANCES OCCUR ON THE SAME SHEET, "TYP" ADDED TO INDICATE 'TYPICAL' SO ONLY PLAN LABELED/ANNOTATED ONCE.

## SITE DETAIL KEYNOTES:

| | DETAIL/ SHEET | RELATED DETAIL(S) | SPEC. SECTION(S) |
|---|---|---|---|
| **1.0 PAVEMENTS, RAMPS, CURBS** | | | |
| 1.1 STONE PAVING TYPE 1 - Sand Set w/ Planting Joints | x/ Lx-01 | x/ Lx-0x, x/ Lx-0x, x/ Lx-0x | 321400 |

KEYNOTE HEADING (PROPOSED IMPROVEMENT SYSTEM)

KEYNOTE CALL OUT

KEYNOTE (SYSTEM) ITEM AND BRIEF DESCRIPTION

PRIMARY KEYNOTE DETAIL REFERENCE (NUMBER AND SHEET)

ADDITIONAL DETAIL REFERENCES (COMPOSITE SECTIONS / ELEVATIONS, OTHER SECTIONS, ELEVATIONS OR 3D DRAWINGS, AND/OR TRANSITION OR CONNECTION DETAILS)
*NOTE: MULTIPLE DETAILS MAY BE REFERENCED*

SPECIFICATION REFERENCE (CSI SECTION NUMBER MASTER FORMAT 2004 OR OTHER JURISDICTIONAL REQUIREMENT)
*NOTE: MULTIPLE SPECIFICATIONS MAY BE REFERENCED*

THE FOLLOWING LIST OF KEYNOTE HEADINGS (PROPOSED IMPROVEMENT SYSTEMS) HAVE BEEN INCORPORATED WITHIN THIS DRAWING SET:

1.0 PAVEMENT, RAMPS, AND CURBS
2.0 JOINTING
3.0 STEPS
4.0 SITE WALLS/EMBANKMENTS
5.0 SITE FURNITURE
6.0 RAILINGS, BARRIERS, AND FENCING
7.0 SITE LIGHTING
8.0 DRAINAGE
9.0 PLANTING AND LANDSCAPE
10.0 MISCELLANEOUS ELEMENTS
11.0 PLANT PROTECTION

*NOTE: IF A KEYNOTE HEADING IS NOT INCORPORATED IN PROJECT, A "NOT USED AT THIS TIME" REFERENCE HAS BEEN PROVIDED.*

## SAMPLE REFERENCE NOTE DRAWING CALLOUT:

5 TYP

Where multiple instances occur on the same sheet, TYP. added to indicate 'Typical' so only plan labeled/annotated once.

**"X" REFERENCE NOTES**

1 Final location of path to be determined in field under direction of Landscape Architect.

SERIES SPECIFIC REFERENCE NOTE (SUPPLEMENTAL TO KEYNOTES. TYPICALLY DESCRIBES ITEMS TO BE CONSIDERED DURING CONSTRUCTION. MAY REFERENCE A DETAIL OR SPECIFICATION OR BOTH).

NOTE CALL-OUT

NOTE: "X" REFERS TO DRAWING SERIES (i.e. SITE DEMOLITION REFERENCE NOTES). THERE SHOULD BE SPECIFIC REFERENCE NOTES FOR EACH DRAWING SERIES, HOWEVER, SOME NOTES MAY APPEAR ON MULTIPLE SERIES AS APPLICABLE.

## SAMPLE PLANT IDENTIFICATION CALLOUT:

(3) CSI-5

PLANT SIZE (e.g. CALIPER, HEIGHT OR CONTAINER)

PLANT ABBREVIATION (2-3 LETTERS, TYPICALLY FIRST LETTER FROM PLANT'S BOTANICAL FIRST AND LAST NAME)

QUANTITY

NOTE: PLANT ABBREVIATION ON PLANT IDENTIFICATION KEY SHOULD CORRESPOND WITH ABBREVIATION ON PLANT LIST *(e.g. CSI-5 SHOULD REFER TO A CORNUS SERICEA 'ISANTI', 5 GALLON CONTAINER)*


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DRAWN BY: Drafted By
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DATE: Proj Date


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SHEET TITLE

GENERAL INFORMATION SHEET

DRAWING

L0.9

SHEET 74 OF 85


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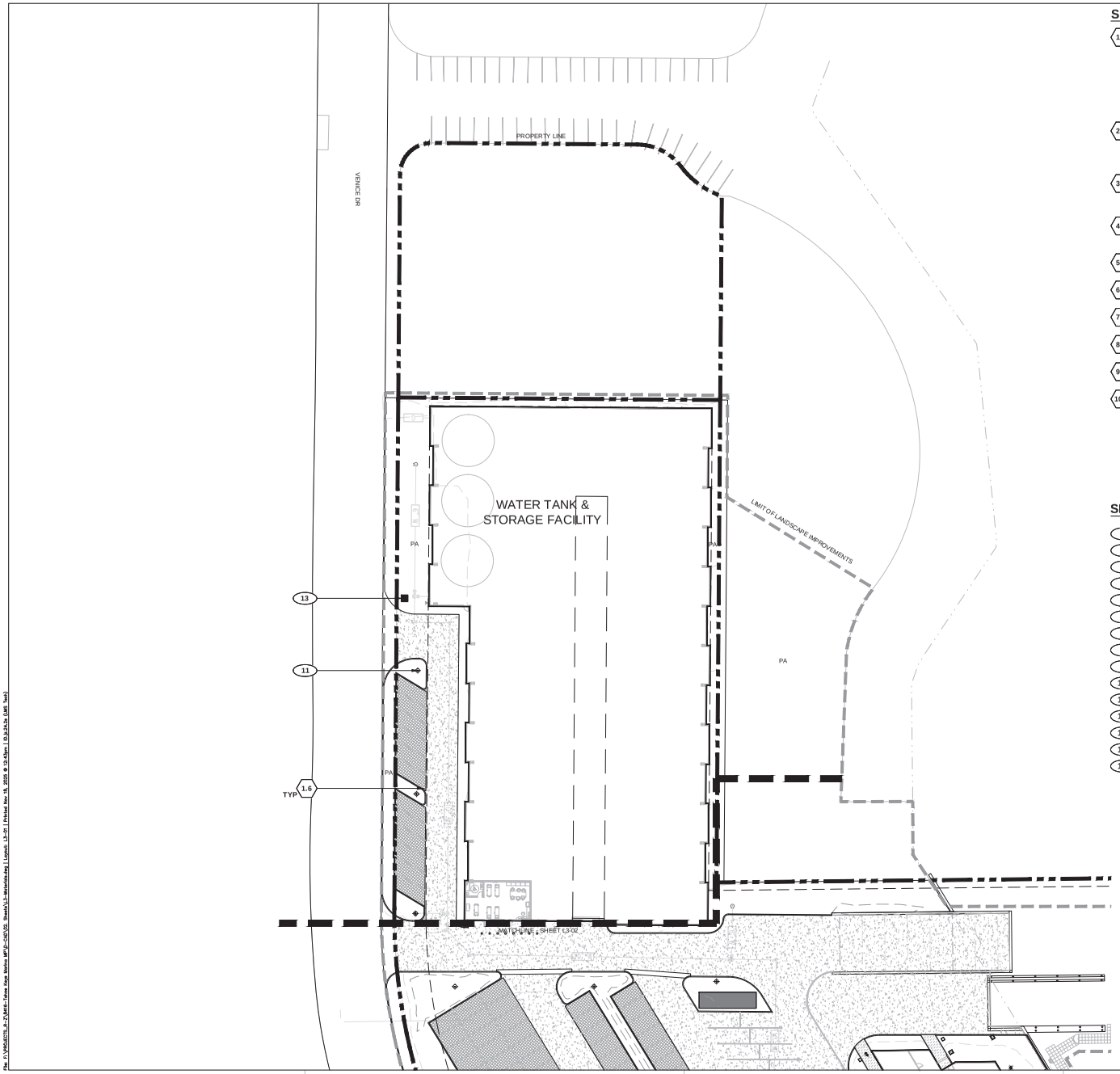


## SITE DETAIL KEYNOTES

| | | | DETAIL / SHEET | RELATED DETAILS | SPEC. SECTION |
|---|---|---|---|---|---|
| 1.0 | **PAVEMENTS** | | | | |
| | 1.1 | Turf | 1 / L7-01 | - | - |
| | 1.2 | Pedestrian Paving Type 1 | 2 / L7-01 | - | - |
| | 1.3 | Pedestrian Paving Type 2, Plaza | 3 / L7-01 | - | - |
| | 1.4 | Pedestrian Paving Type 3, Plaza | 2 / L7-01 | - | - |
| | 1.5 | Pedestrian Paving Type 4, Boardwalk | 3 / L7-01 | - | - |
| | 1.6 | Curb Type 1 | 3 / L7-01 | - | - |
| | 1.7 | Curb Type 2, Planter | 2 / L7-01 | - | - |
| | 1.8 | Band, Concrete | 3 / L7-01 | - | - |
| | 1.9 | Permeable Paving | 3 / L7-01 | - | - |
| 2.0 | **JOINTING** | | | | |
| | 2.1 | Control Joint | 1 / L7-01 | - | - |
| | 2.2 | Expansion Joint Type 1 | 2 / L7-01 | - | - |
| | 2.3 | Expansion Joint Type 2, Doweled | 3 / L7-01 | - | - |
| | 2.4 | Expansion Joint Type 3 | 3 / L7-01 | - | - |
| 3.0 | **STEPS AND RAMPS** | | | | |
| | 3.1 | Steps Type 1 | 1 / L7-01 | - | - |
| | 3.2 | Steps Type 2 | 2 / L7-01 | - | - |
| | 3.3 | Ramp Type 1 | 3 / L7-01 | - | - |
| 4.0 | **SITE WALLS/ EMBANKMENTS** | | | | |
| | 4.1 | Wall Type 1 | 1 / L7-01 | - | - |
| | 4.2 | Seat Wall Type 1 | 2 / L7-01 | - | - |
| 5.0 | **SITE FURNITURE** | | | | |
| | Not Used | | | | |
| 6.0 | **RAILINGS, BARRIERS, FENCING** | | | | |
| | 6.1 | Hand Rail Type 1 | 1 / L7-01 | - | - |
| 7.0 | **SITE LIGHTING** | | | | |
| | Refer to Lighting Plan | | | | |
| 8.0 | **DRAINAGE** | | | | |
| | Not Used | | | | |
| 9.0 | **PLANTING AND LANDSCAPE** | | | | |
| | Refer to Tree Planting and Shrub and Groundcover Series Drawings | | | | |
| 10.0 | **MISCELLANEOUS ELEMENTS** | | | | |
| | 10.1 | Boulder in Landscape | 1 / L7-02 | - | - |
| | 10.2 | Metal Edging | 2 / L7-02 | - | - |
| | 10.3 | Fire Pit Type 1 | 3 / L7-02 | - | - |
| | 10.4 | Fire Pit Type 2 | 4 / L7-02 | - | - |
| | 10.5 | Kayak Storage Racks | 3 / L7-02 | - | - |
| | 10.6 | Bike Racks | 4 / L7-02 | - | - |

## SITE MATERIALS REFERENCE NOTES

1. Vehicular Paving. Refer to Civil Drawings.
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3. Detectable Warning. Refer to Civil Drawings.
4. Dripline Infiltration Trench. Refer to Civil Drawings.
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12. Termination Cabinet. Refer to Civil Drawings.
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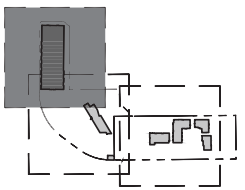

NORTH

0 15 30 60

ORIGINAL SCALE: 1"=30'


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SHEET TITLE

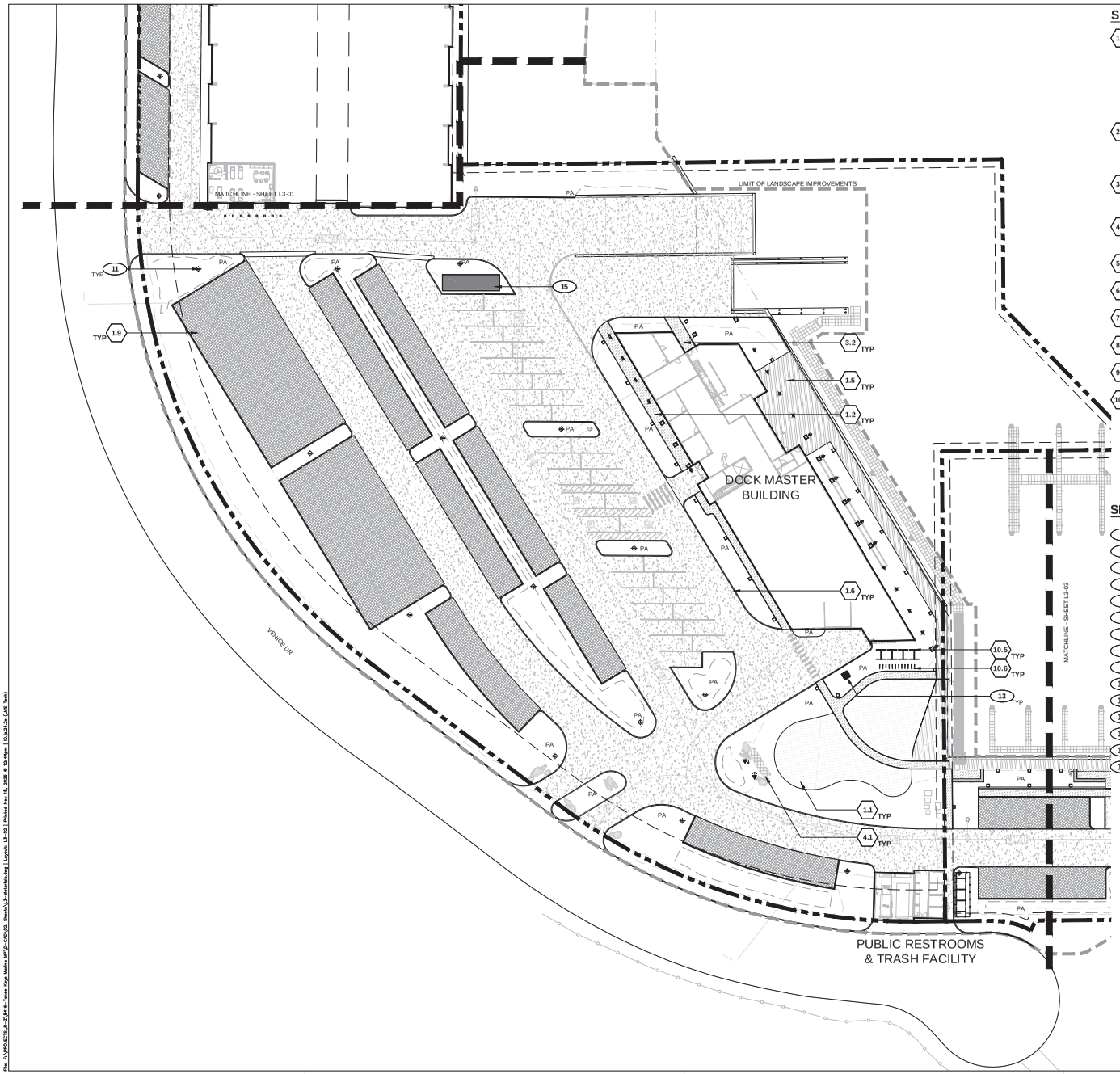
SITE MATERIALS PLAN

DRAWING

L3.1

SHEET 75 OF 85


File: F:\PROJECTS_A-Z\Tahoe Keys Marina MP\2-CAD\02_Sheets\L3-Materials.dwg | Layout: L3-01 | Printed: Nov 19, 2020 @ 12:43pm | ID:9.24.2p (ME Tom)

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| | | | DETAIL / SHEET | RELATED DETAILS | SPEC. SECTION |
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| 1.0 | **PAVEMENTS** | | | | |
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| | 1.3 | Pedestrian Paving Type 2, Plaza | 3 / L7-01 | - | - |
| | 1.4 | Pedestrian Paving Type 3, Plaza | 2 / L7-01 | - | - |
| | 1.5 | Pedestrian Paving Type 4, Boardwalk | 3 / L7-01 | - | - |
| | 1.6 | Curb Type 1 | 3 / L7-01 | - | - |
| | 1.7 | Curb Type 2, Planter | 2 / L7-01 | - | - |
| | 1.8 | Band, Concrete | 3 / L7-01 | - | - |
| | 1.9 | Permeable Paving | 3 / L7-01 | - | - |
| 2.0 | **JOINTING** | | | | |
| | 2.1 | Control Joint | 1 / L7-01 | - | - |
| | 2.2 | Expansion Joint Type 1 | 2 / L7-01 | - | - |
| | 2.3 | Expansion Joint Type 2, Doweled | 3 / L7-01 | - | - |
| | 2.4 | Expansion Joint Type 3 | 3 / L7-01 | - | - |
| 3.0 | **STEPS AND RAMPS** | | | | |
| | 3.1 | Steps Type 1 | 1 / L7-01 | - | - |
| | 3.2 | Steps Type 2 | 2 / L7-01 | - | - |
| | 3.3 | Ramp Type 1 | 3 / L7-01 | - | - |
| 4.0 | **SITE WALLS/ EMBANKMENTS** | | | | |
| | 4.1 | Wall Type 1 | 1 / L7-01 | - | - |
| | 4.2 | Seat Wall Type 1 | 2 / L7-01 | - | - |
| 5.0 | **SITE FURNITURE** | | | | |
| | Not Used | | | | |
| 6.0 | **RAILINGS, BARRIERS, FENCING** | | | | |
| | 6.1 | Hand Rail Type 1 | 1 / L7-01 | - | - |
| 7.0 | **SITE LIGHTING** | | | | |
| | Refer to Lighting Plan | | | | |
| 8.0 | **DRAINAGE** | | | | |
| | Not Used | | | | |
| 9.0 | **PLANTING AND LANDSCAPE** | | | | |
| | Refer to Tree Planting and Shrub and Groundcover Series Drawings | | | | |
| 10.0 | **MISCELLANEOUS ELEMENTS** | | | | |
| | 10.1 | Boulder in Landscape | 1 / L7-02 | - | - |
| | 10.2 | Metal Edging | 2 / L7-02 | - | - |
| | 10.3 | Fire Pit Type 1 | 3 / L7-02 | - | - |
| | 10.4 | Fire Pit Type 2 | 4 / L7-02 | - | - |
| | 10.5 | Kayak Storage Racks | 3 / L7-02 | - | - |
| | 10.6 | Bike Racks | 4 / L7-02 | - | - |

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15. Fuel Tank. Refer to Civil Drawings.

NORTH

0 15 30 60

ORIGINAL SCALE: 1" = 30'


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DALLAS, TX 75252

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CHECKED BY: Ckd By DATE Ckd Date
DATE: Proj Date


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SHEET TITLE

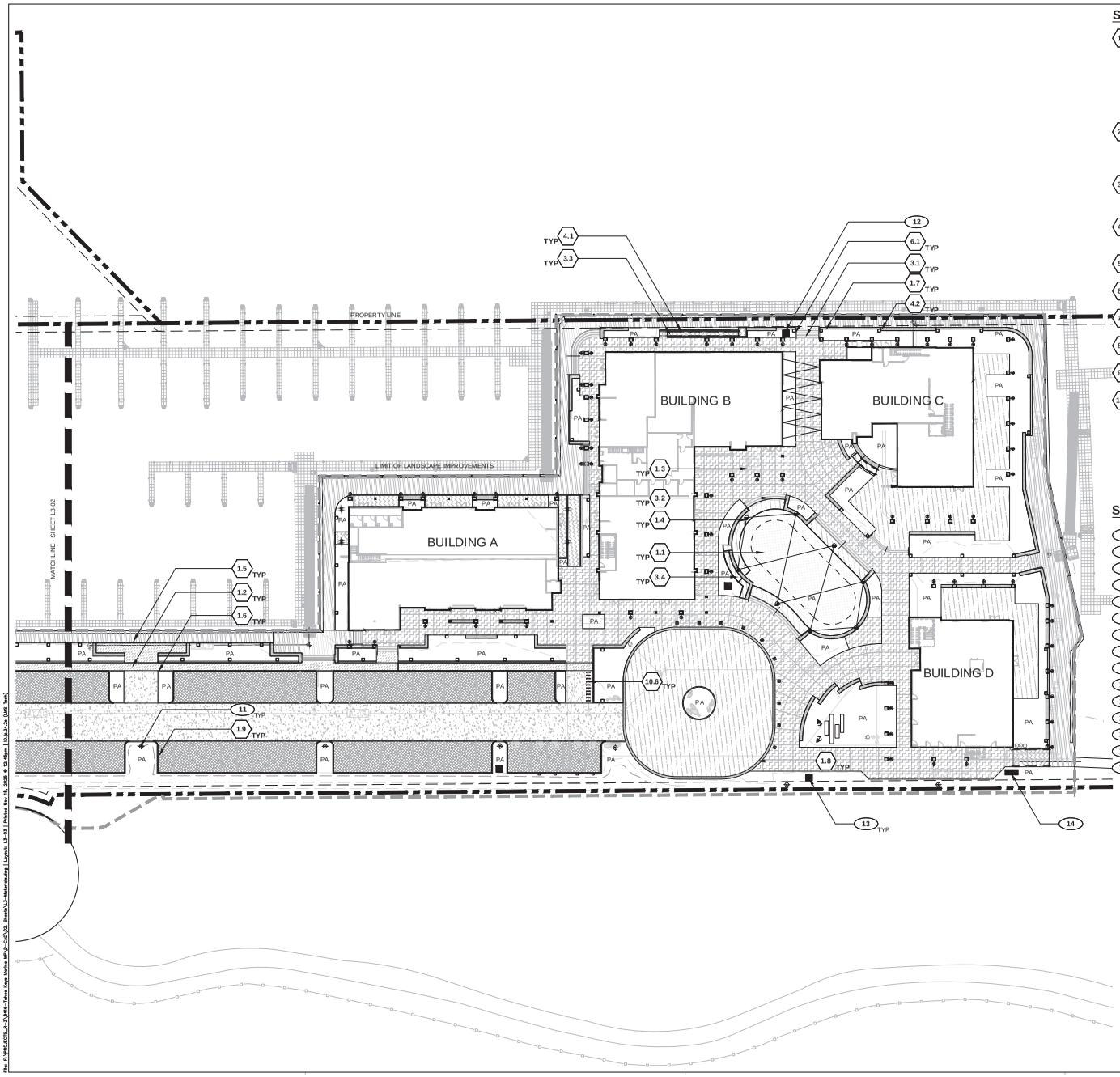
SITE MATERIALS PLAN

DRAWING

L3.2

SHEET 76 OF 85


File: F:\PROJECTS_2\2418-Tahoe Keys Marina MP\LD-CAD\02. Sheets\L3-Materials.dwg | Layout: L3-02 | Printed: Nov 18, 2025 @ 12:44pm | By: Zach Lu (last user)




## SITE DETAIL KEYNOTES

| | | | DETAIL / SHEET | RELATED DETAILS | SPEC. SECTION |
|---|---|---|---|---|---|
| 1.0 | **PAVEMENTS** | | | | |
| | 1.1 | Turf | 1 / L7-01 | - | - |
| | 1.2 | Pedestrian Paving Type 1 | 2 / L7-01 | - | - |
| | 1.3 | Pedestrian Paving Type 2, Plaza | 3 / L7-01 | - | - |
| | 1.4 | Pedestrian Paving Type 3, Plaza | 2 / L7-01 | - | - |
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| | 1.6 | Curb Type 1 | 3 / L7-01 | - | - |
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| 2.0 | **JOINTING** | | | | |
| | 2.1 | Control Joint | 1 / L7-01 | - | - |
| | 2.2 | Expansion Joint Type 1 | 2 / L7-01 | - | - |
| | 2.3 | Expansion Joint Type 2, Doweled | 3 / L7-01 | - | - |
| | 2.4 | Expansion Joint Type 3 | 3 / L7-01 | - | - |
| 3.0 | **STEPS AND RAMPS** | | | | |
| | 3.1 | Steps Type 1 | 1 / L7-01 | - | - |
| | 3.2 | Steps Type 2 | 2 / L7-01 | - | - |
| | 3.3 | Ramp Type 1 | 3 / L7-01 | - | - |
| 4.0 | **SITE WALLS/ EMBANKMENTS** | | | | |
| | 4.1 | Wall Type 1 | 1 / L7-01 | - | - |
| | 4.2 | Seat Wall Type 1 | 2 / L7-01 | - | - |
| 5.0 | **SITE FURNITURE** | | | | |
| | Not Used | | | | |
| 6.0 | **RAILINGS, BARRIERS, FENCING** | | | | |
| | 6.1 | Hand Rail Type 1 | 1 / L7-01 | - | - |
| 7.0 | **SITE LIGHTING** | | | | |
| | Refer to Lighting Plan | | | | |
| 8.0 | **DRAINAGE** | | | | |
| | Not Used | | | | |
| 9.0 | **PLANTING AND LANDSCAPE** | | | | |
| | Refer to Tree Planting and Shrub and Groundcover Series Drawings | | | | |
| 10.0 | **MISCELLANEOUS ELEMENTS** | | | | |
| | 10.1 | Boulder in Landscape | 1 / L7-02 | - | - |
| | 10.2 | Metal Edging | 2 / L7-02 | - | - |
| | 10.3 | Fire Pit Type 1 | 3 / L7-02 | - | - |
| | 10.4 | Fire Pit Type 2 | 4 / L7-02 | - | - |
| | 10.5 | Kayak Storage Racks | 3 / L7-02 | - | - |
| | 10.6 | Bike Racks | 4 / L7-02 | - | - |

## SITE MATERIALS REFERENCE NOTES

1. Vehicular Paving. Refer to Civil Drawings.
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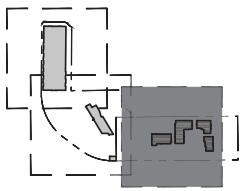

NORTH

0 15 30 60

ORIGINAL SCALE: 1"=30'


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DALLAS, TX 75252

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SHEET TITLE

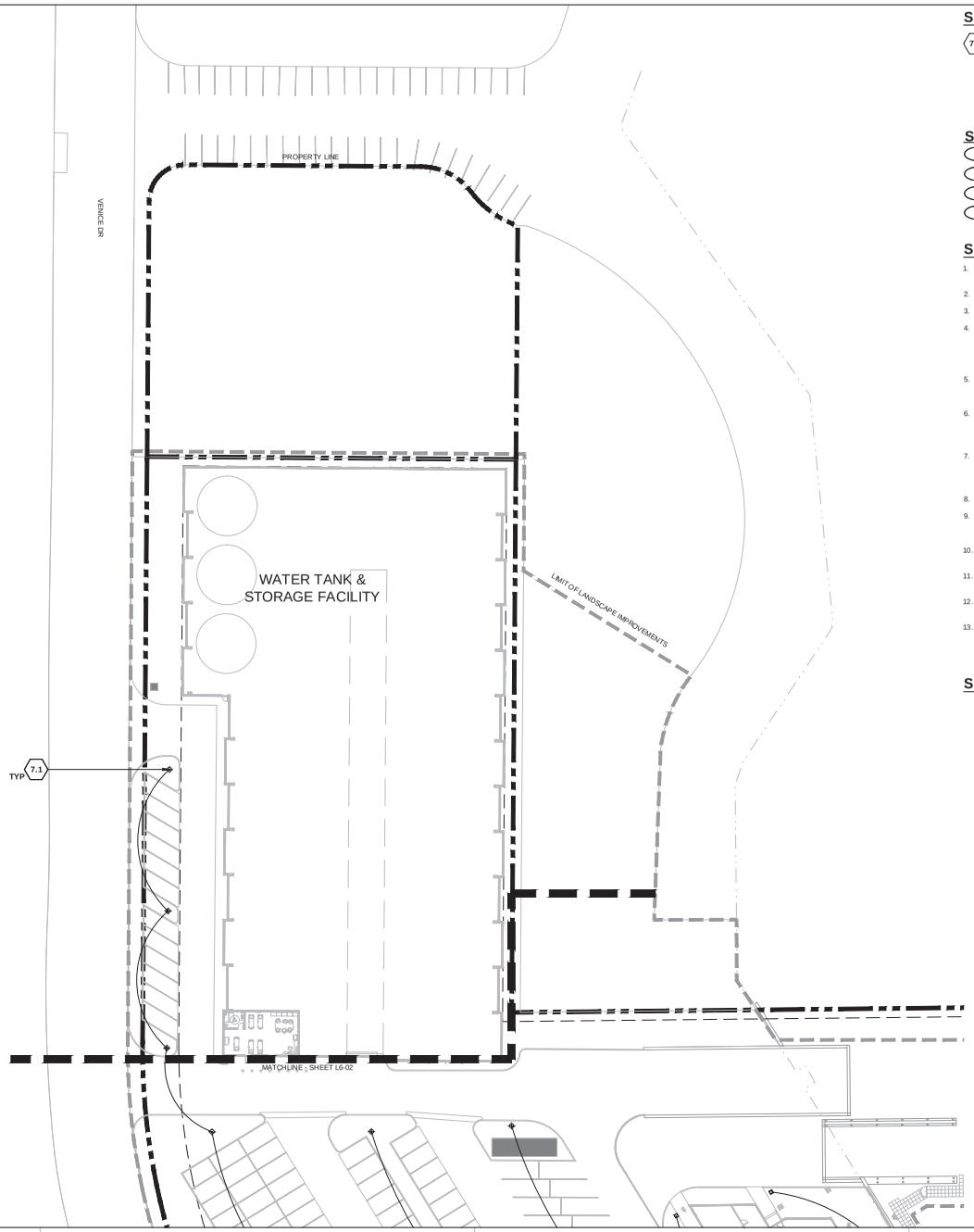
SITE MATERIALS PLAN

DRAWING

L3.3

SHEET 77 OF 85


File: P:\PROJECTS_A-Z\Tahoe Keys Marina MP\LD-CAD\02_Sheets\L3-Materials.dwg | Layout: L3-03 | Printed: Nov. 18, 2025 @ 12:40pm | 83.24.2a (left top)




## SITE KEYNOTES:

| | | DETAIL / SHEET | RELATED DETAILS | SPEC. SECTION |
|---|---|---|---|---|
| 7.0 | **SITE LIGHTING** | | | |
| | 7.1 Pedestrian Fixture | | | |
| | 7.2 Bollard Type 1 | | | |
| | 7.3 Bollard Type 2 | | | |
| | 7.4 Monument Light | | | |
| | 7.5 Event Festoon Light | | | |
| | 7.6 Site Wall Strip Light | | | |

## SITE LIGHTING REFERENCE NOTES

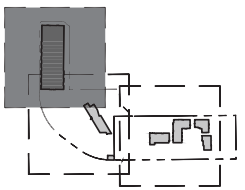
1. Surface mounted downlight to accent posts, two lights per post.
2. Building entry or structure mounted lighting. See Architecture Lighting Fixture Schedule.
3. Electrical outlet on top of trellis for future decorative fixture
4. Permanent ingrade sleeve and removable cap (sits flush with adjacent grade) to accept temporary pole to hold festoon lights (for event use only)

## SITE LIGHTING NOTES

1. Lighting symbols on plans are diagrammatic and conceptual. Building permit submittal will include fixture details and specifications as well as iso-footcandle updated photometric information.
2. All lighting layouts and design will conform to TRPA requirements.
3. Night lighting will be designed to minimize impacts to adjoining and nearby land uses.
4. Building lighting is shielded and downward directing and the bulb or ballast is not visible. Lighting colors complements the building colors and materials and are used to light entries, soffits, covered walkways and pedestrian areas. Roof and wall pack lighting is not used in this lighting design (see Architectural Lighting Layouts). All lighting is designed to highlight the adjacent building area and ground area and does not impose glare on pedestrian or vehicular traffic.
5. Landscape lighting visually accentuates and highlights ornamental shrubs and trees adjacent to the buildings in open spaces. Landscape lighting design is intended to highlight shrubs and trees and does not impose glare on any pedestrian or vehicular traffic.
6. It is understood that as part of the project approval, lighting standards may be created including General Lighting Standards, Street Lighting Standards, Prohibited Lighting and Exemptions to ensure that individual fixtures and lighting systems area designed, constructed and installed in a manner that controls glare and light trespass, minimizes obtrusive light and conserves energy and resources.
7. Exterior lighting is designed to the "International Dark Sky Association" standards for protecting night sky from excessive light pollution. This lighting design also references resources from IESNA. The intent of the lighting design is to maintain public safety and security in the project area while curtailing the degradation of the nighttime visual environment through limiting evening light radiation and light spill.
8. All street lighting and photometrics are consistent with the Rural Design Guidelines as required by TRPA.
9. Photometrics are provided for public walkways, roadways and landscape areas only. Building mounted fixtures have been included at a conceptual level (for further information reference the architectural lighting plans). Additionally, dedicated lighting for the Exterior cabana and bar areas are not included.
10. All lighting systems will be dimmable and light levels will be reduced to maintain minimum light levels required for safe pedestrian and vehicular travel.
11. All exterior light fixtures will be selected to conform to county guidelines governing glare, light trespass and Dark Sky.
12. The design will utilize 2700K, high CRI LED light sources in consideration of nocturnal wild life and Dark Sky recommendations.
13. All exterior lighting will be controlled by dimmer and grouped by "like" fixture type and geographic area. Project wide lighting scenes will be set at lowest light levels possible while still maintaining program requirements, safety, security and aesthetic objectives.

## SITE LIGHTING LEGEND

- PEDESTRIAN POST
- BOLLARD TYPE 1
- BOLLARD TYPE 2
- MONUMENT LIGHT
- EVENT FESTOON LIGHT
- SITE WALL STRIP LIGHT
- BUILDING MOUNTED LIGHT



NORTH

0 15 30 60

ORIGINAL SCALE: 1"=30'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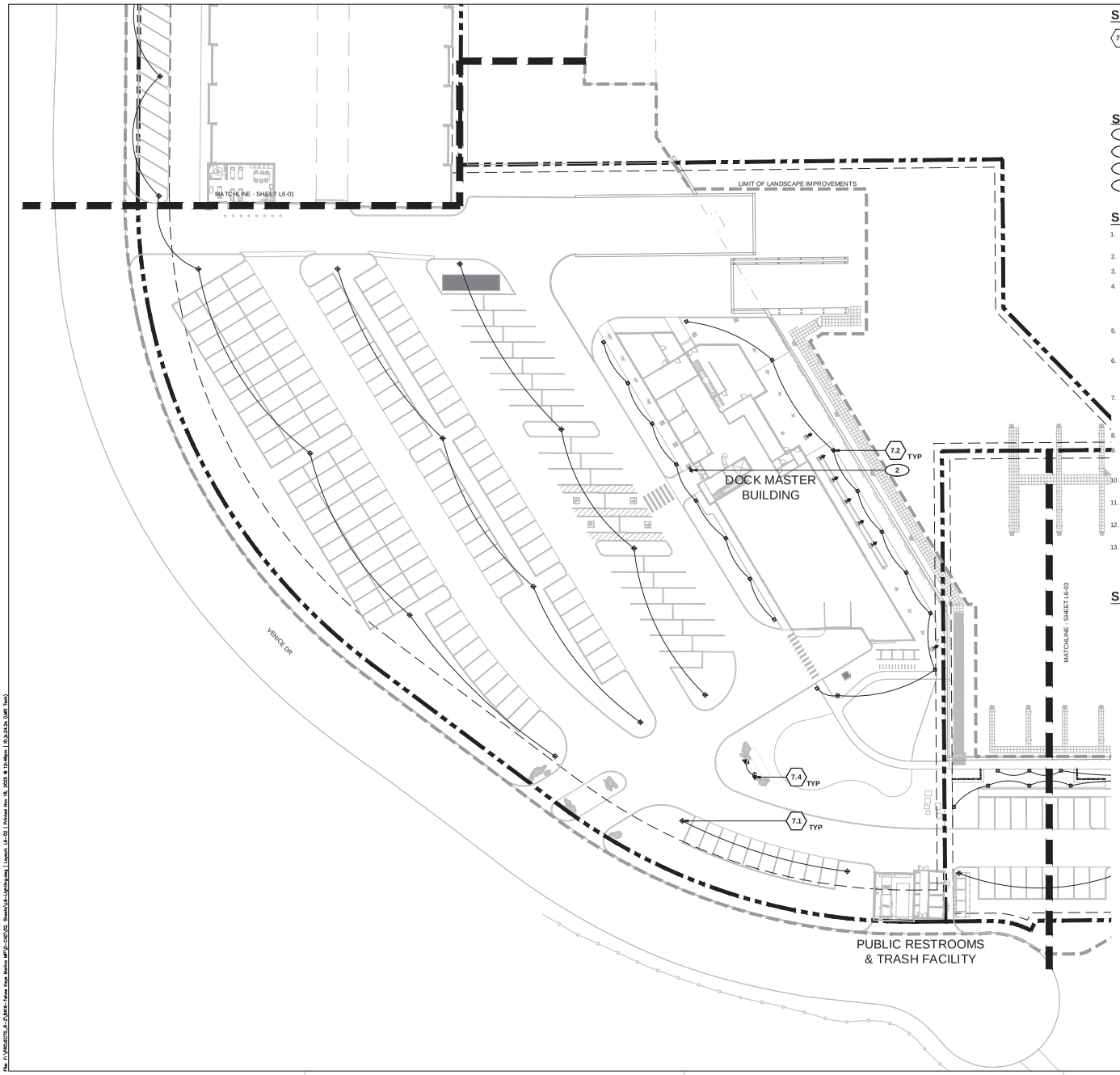
SHEET TITLE

SITE LIGHTING PLAN

DRAWING L6.1

SHEET 78 OF 85


File: F:\PROJECTS_2\Tahoe Keys Marina MP\LD-CAD\02_Sheets\L6-Lighting.dwg | Layout: L6-01 | Printed: Nov 15, 2018 @ 12:49pm | ID (-124.5x (1067 Tahoe)




## SITE KEYNOTES:

| DETAIL / SHEET | RELATED DETAILS | SPEC. SECTION |
|---|---|---|

**7.0 SITE LIGHTING**

- 7.1 Pedestrian Fixture
- 7.2 Bollard Type 1
- 7.3 Bollard Type 2
- 7.4 Monument Light
- 7.5 Event Festoon Light
- 7.6 Site Wall Strip Light

## SITE LIGHTING REFERENCE NOTES

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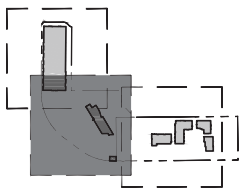
2. All lighting layouts and design will conform to TRPA requirements.
3. Night lighting will be designed to minimize impacts to adjoining and nearby land uses.
4. Building lighting is shielded and downward directing and the bulb or ballast is not visible. Lighting colors complements the building colors and materials and are used to light entries, soffits, covered walkways and pedestrian areas. Roof and wall pack lighting is not used in this lighting design (see Architectural Lighting Layouts). All lighting is designed to highlight the adjacent building area and ground area and does not impose glare on pedestrian or vehicular traffic.
5. Landscape lighting visually accentuates and highlights ornamental shrubs and trees adjacent to the buildings in open spaces. Landscape lighting design is intended to highlight shrubs and trees and does not impose glare on any pedestrian or vehicular traffic.
6. It is understood that as part of the project approval, lighting standards may be created including General Lighting Standards, Street Lighting Standards, Prohibited Lighting and Exemptions to ensure that individual fixtures and lighting systems area designed, constructed and installed in a manner that controls glare and light trespass, minimizes obtrusive light and conserves energy and resources.
7. Exterior lighting is designed to the "International Dark Sky Association" standards for protecting night sky from excessive light pollution. This lighting design also references resources from IESNA. The intent of the lighting design is to maintain public safety and security in the project area while curtailing the degradation of the nighttime visual environment through limiting evening light radiation and light spill.
8. All street lighting and photometrics are consistent with the Rural Design Guidelines as required by TRPA.
9. Photometrics are provided for public walkways, roadways and landscape areas only. Building mounted fixtures have been included at a conceptual level (for further information reference the architectural lighting plans). Additionally, dedicated lighting for the Exterior cabana and bar areas are not included.
10. All lighting systems will be dimmable and light levels will be reduced to maintain minimum light levels required for safe pedestrian and vehicular travel.
11. All exterior light fixtures will be selected to conform to county guidelines governing glare, light trespass and Dark Sky.
12. The design will utilize 2700K, high CRI LED light sources in consideration of nocturnal wild life and Dark Sky recommendations.
13. All exterior lighting will be controlled by dimmer and grouped by "like" fixture type and geographic area. Project wide lighting scenes will be set at lowest light levels possible while still maintaining program requirements, safety, security and aesthetic objectives.

## SITE LIGHTING LEGEND

- PEDESTRIAN POST
- BOLLARD TYPE 1
- BOLLARD TYPE 2
- MONUMENT LIGHT
- EVENT FESTOON LIGHT
- SITE WALL STRIP LIGHT
- BUILDING MOUNTED LIGHT

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| DRAWN BY: | Drafted By |
| CHECKED BY: Ckd By | DATE Ckd Date |
| DATE: | Proj Date |


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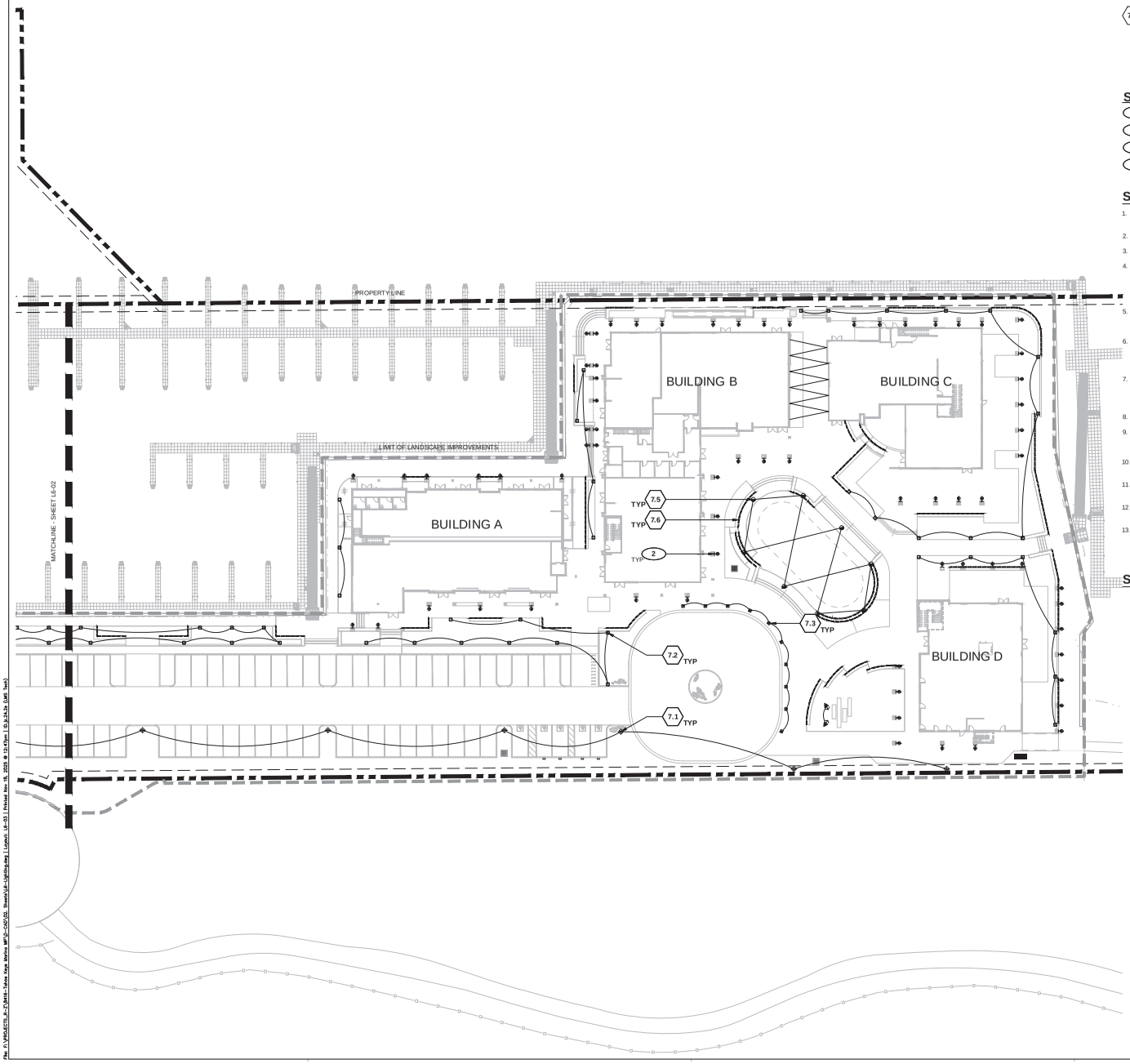
SHEET TITLE

SITE LIGHTING PLAN

DRAWING

L6.2

SHEET 79 OF 85




## SITE KEYNOTES:

| DETAIL / SHEET | RELATED DETAILS | SPEC. SECTION |
|---|---|---|

**7.0 SITE LIGHTING**

- 7.1 Pedestrian Fixture
- 7.2 Bollard Type 1
- 7.3 Bollard Type 2
- 7.4 Monument Light
- 7.5 Event Festoon Light
- 7.6 Site Wall Strip Light

## SITE LIGHTING REFERENCE NOTES

1. Surface mounted downlight to accent posts, two lights per post.
2. Building entry or structure mounted lighting. See Architecture Lighting Fixture Schedule.
3. Electrical outlet on top of trellis for future decorative fixture
4. Permanent ingrade sleeve and removable cap (sits flush with adjacent grade) to accept temporary pole to hold festoon lights (for event use only)

## SITE LIGHTING NOTES

1. Lighting symbols on plans are diagrammatic and conceptual. Building permit submittal will include fixture details and specifications as well as iso-footcandle updated photometric information.
2. All lighting layouts and design will conform to TRPA requirements.
3. Night lighting will be designed to minimize impacts to adjoining and nearby land uses.
4. Building lighting is shielded and downward directing and the bulb or ballast is not visible. Lighting colors complements the building colors and materials and are used to light entries, soffits, covered walkways and pedestrian areas. Roof and wall pack lighting is not used in this lighting design (see Architectural Lighting Layouts). All lighting is designed to highlight the adjacent building area and ground area and does not impose glare on pedestrian or vehicular traffic.
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## SITE LIGHTING LEGEND

- PEDESTRIAN POST
- BOLLARD TYPE 1
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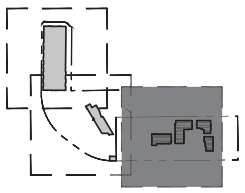
- MONUMENT LIGHT
- EVENT FESTOON LIGHT
- SITE WALL STRIP LIGHT
- BUILDING MOUNTED LIGHT



NORTH

0 15' 30' 60'
ORIGINAL SCALE: 1"=30'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| CHECKED BY: Ckd By | DATE Ckd Date |
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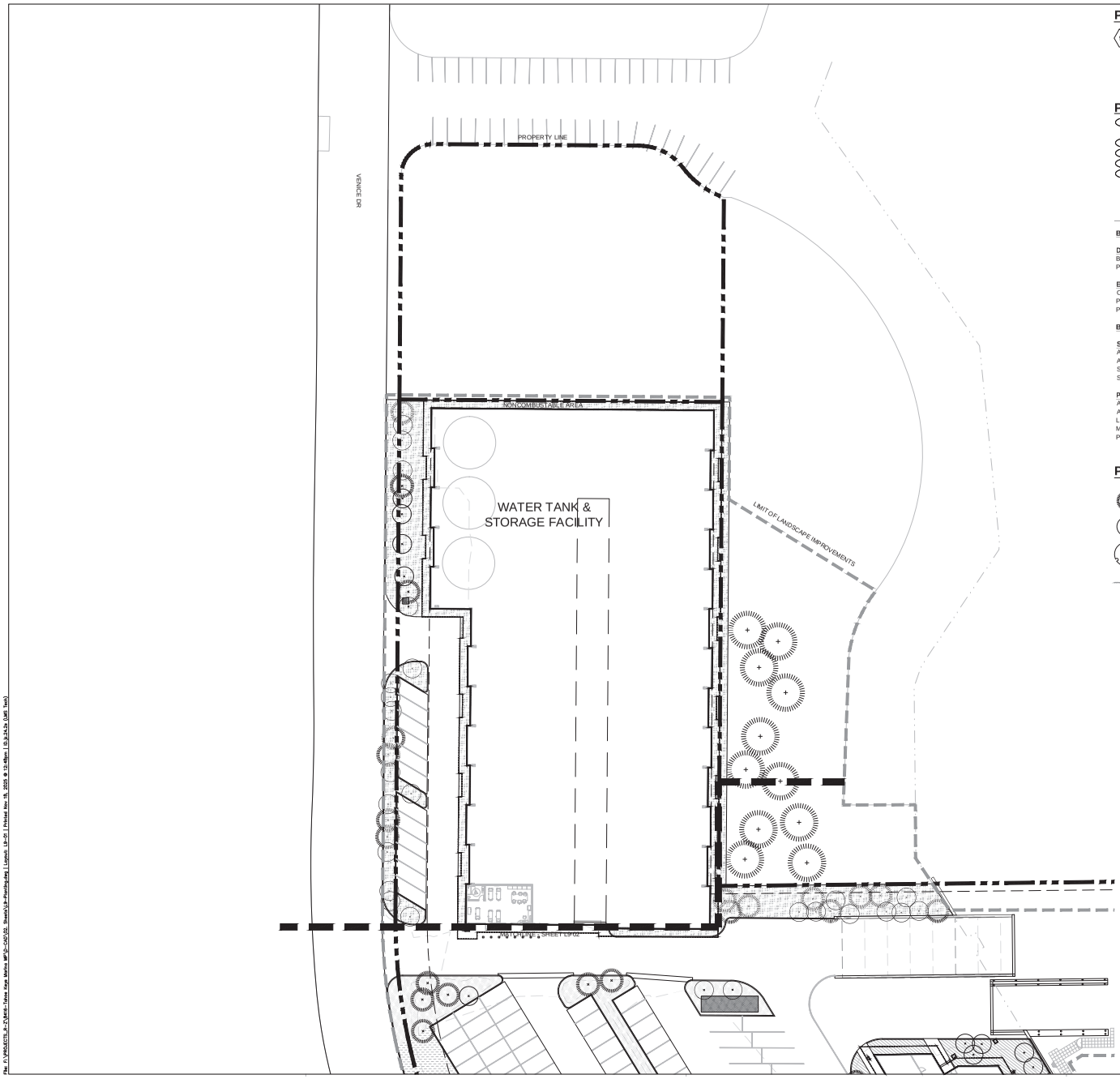
SHEET TITLE

SITE LIGHTING PLAN

DRAWING

L6.3

SHEET 80 OF 85




## PLANTING KEYNOTES:

| | | DETAIL / SHEET | SPEC. SECTION |
|---|---|---|---|
| 9.0 | **PLANTING AND LANDSCAPE** | | |
| 9.1 | Lawn Turf | 1 / L11.01 | - |
| 9.2 | Grass Planting | 2 / L11.01 | - |
| 9.3 | Seed Mix Planting | 3 / L11.01 | - |
| 9.4 | Perennial Planting | 4 / L11.01 | - |

## PLANTING REFERENCE NOTES:

1. All areas disturbed due to construction activity, shall be revegetated with approved native seed mix. Refer to Specification Section 329300.
2. Irrigation Controller. Refer to Irrigation System Drawings.
3. Backflow Preventer. Refer to Irrigation System Drawings.
4. Final location to be determined in field by Landscape Architect.
5. Protect area drain from dogging during installation of plants and mulch. Maintain functionality and positive pitch to drain.

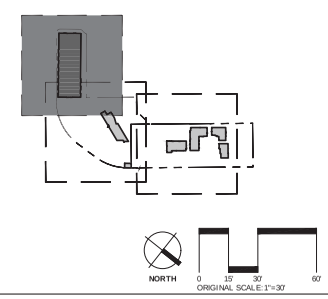
## PLANT SCHEDULE

| BOTANICAL NAME | COMMON NAME | TYPE | SIZE |
|---|---|---|---|
| **DECIDUOUS TREES** | | | |
| Betula populifolia | Gray Birch | B&B | 2" Cal. |
| Populus tremuloides | Quaking Aspen | B&B | 2" Cal. |
| **EVERGREEN TREES** | | | |
| Calocedrus decurrens | Incense Cedar | B&B | 8' Ht. |
| Pinus jeffreyi | Jeffrey Pine | B&B | 10' Ht. |
| Pinus jeffreyi | Jeffrey Pine | B&B | 16' Ht. |

| BOTANICAL NAME | COMMON NAME | TYPE | SPACING |
|---|---|---|---|
| **SHRUBS** | | | |
| Amelanchier utahensis | Utah Serviceberry | Container | 60" o.c. |
| Artemisia tridentata | Big Sagebrush | Container | 12" o.c. |
| Salix purpurea | Purple Osier Willow | Container | 48" o.c. |
| Spiraea betulifolia 'Tor' | White Frost™ Birchleaf Spirea | Container | 24" o.c. |
| **PERENNIALS** | | | |
| Achillea millefolium | Common Yarrow | Container | 18" o.c. |
| Athyrium filix-femina | Common Lady Fern | Container | 18" o.c. |
| Lupinus albifrons | Silver Lupine | Container | 18" o.c. |
| Muhlenbergia rigens | Deer Grass | Container | 24" o.c. |
| Pennisetum alopecuroides 'Hamelrn' | Hameln Fountain Grass | Container | 24" o.c. |

## PLANTING LEGEND

- PROPOSED EVERGREEN TREES
- PROPOSED DECIDUOUS TREES
- EXISTING EVERGREEN TREES
- ZONE 1: 0-5' NONCOMBUSTABLE AREA
- TURF 4,660 SF
- PLANTING TYPE 1: MEADOW 49,798 SF
- PLANTING TYPE 2: STRUCTURED 22,780 SF
- PLANTING TYPE 3: DRAINAGE 18,295 SF





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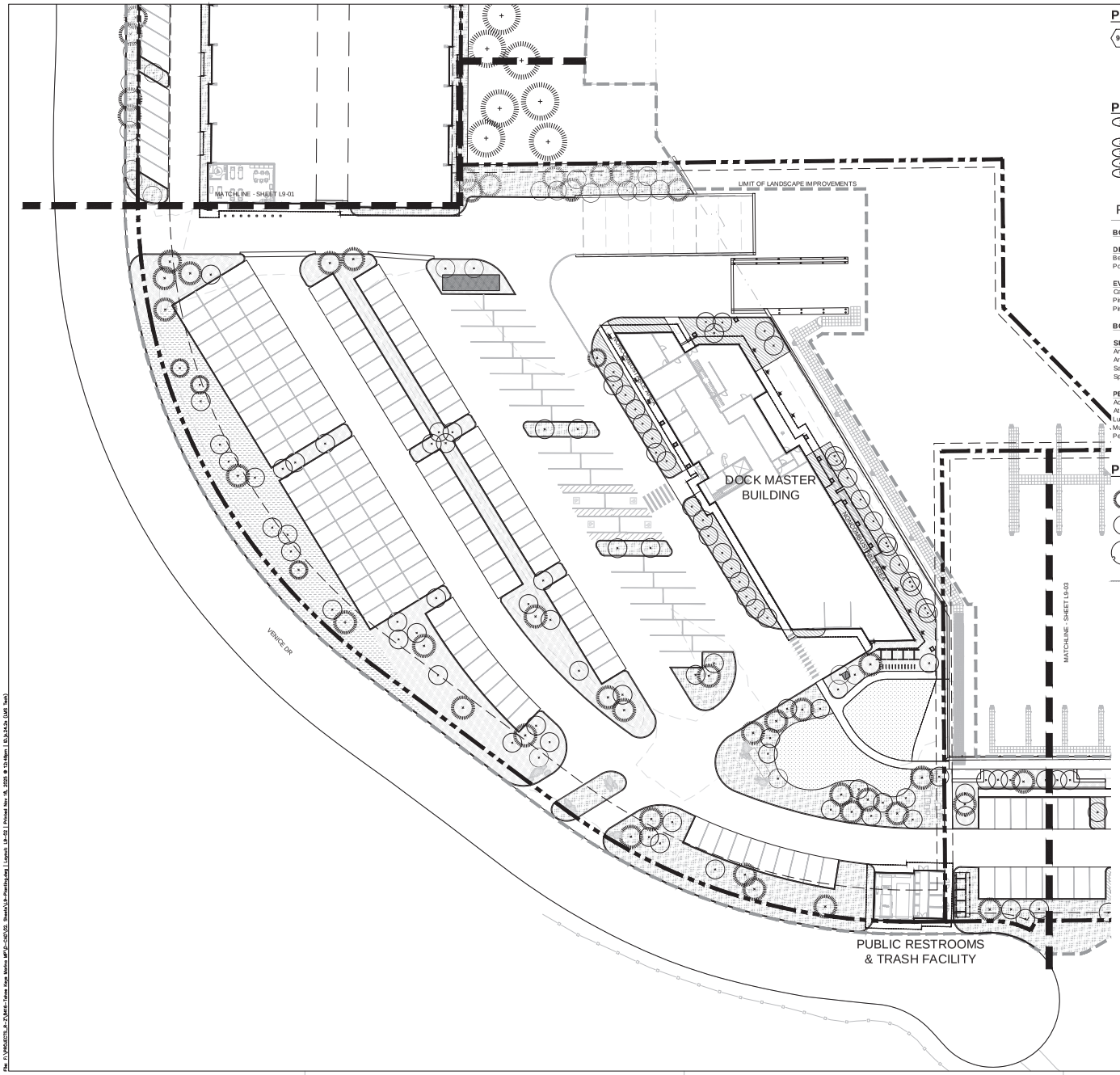
SHEET TITLE

SITE PLANTING PLAN

DRAWING

L9.1

SHEET 81 OF 85




## PLANTING KEYNOTES:

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| 9.0 | **PLANTING AND LANDSCAPE** | | |
| 9.1 | Lawn Turf | 1 / L11.01 | - |
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## PLANTING REFERENCE NOTES:

1. All areas disturbed due to construction activity, shall be revegetated with approved native seed mix. Refer to Specification Section 329300.
2. Irrigation Controller. Refer to Irrigation System Drawings.
3. Backflow Preventer. Refer to Irrigation System Drawings.
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## PLANT SCHEDULE

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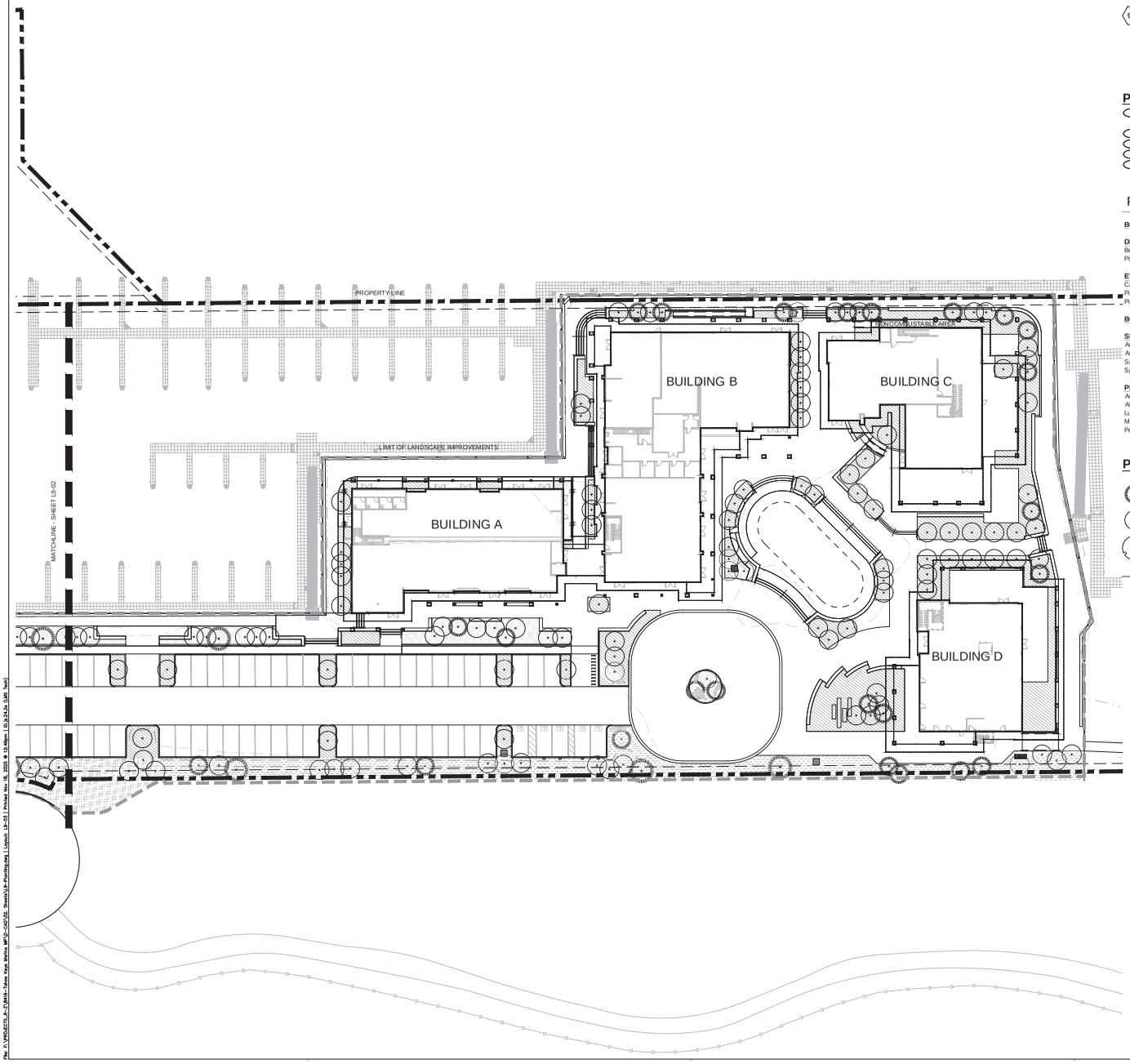
SHEET TITLE

SITE PLANTING PLAN

DRAWING

L9.2

SHEET 82 OF 85

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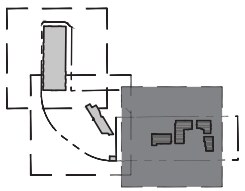

NORTH

0 15' 30' 60'

ORIGINAL SCALE: 1"=30'


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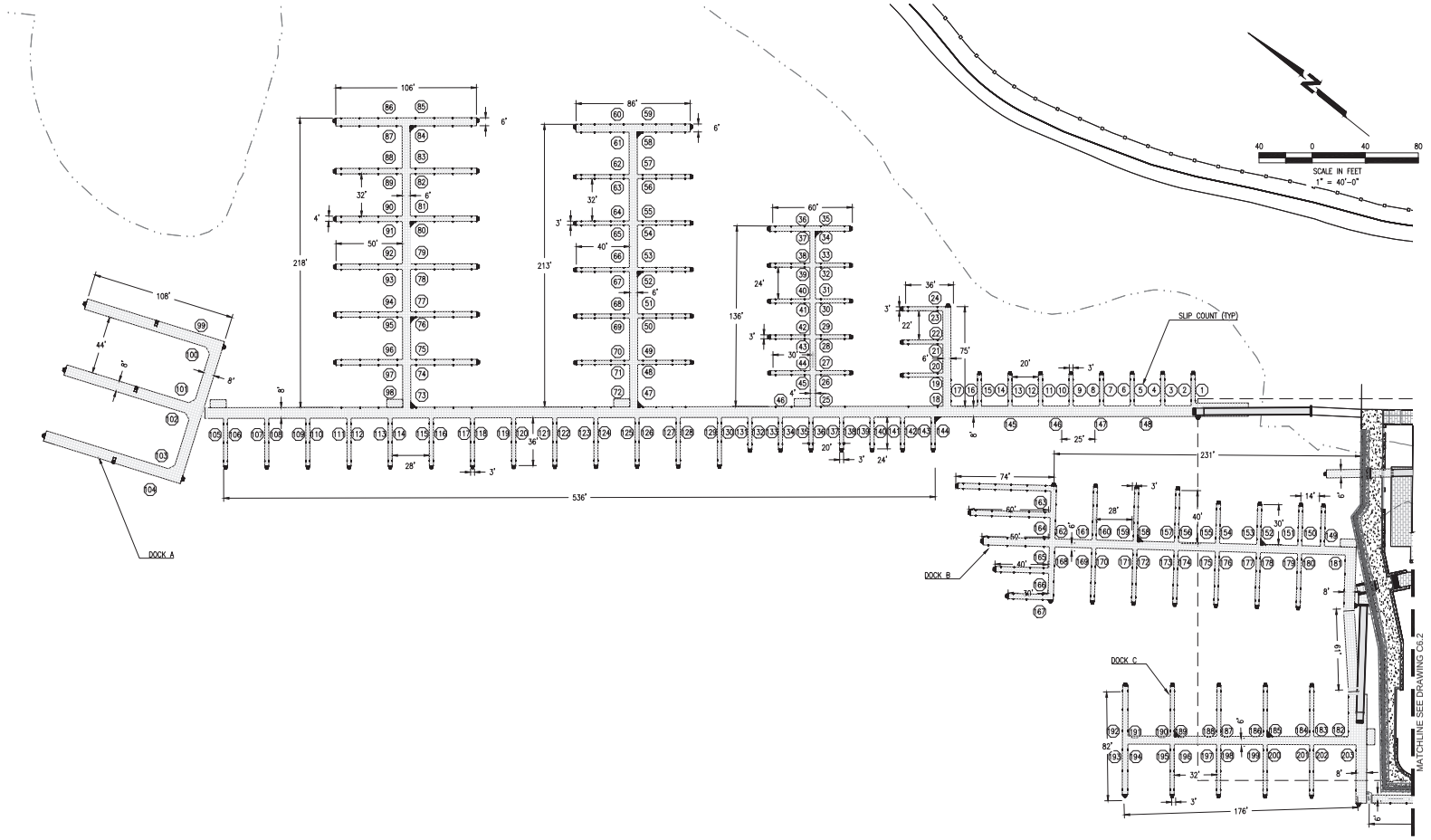
SHEET TITLE

SITE PLANTING PLAN

DRAWING L9.3

SHEET 83 OF 85


File: K:\PROJECTS_A-Z\Kmk-Tahoe Keys Marina MP\L9-04\01 Sheets\L9-01 Planting Plan | Layout: L9-01 | Printed: Nov 19, 2020 @ 12:49pm | 1:0 (x24.0 in (Left: 1cm)





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REGISTERED PROFESSIONAL ENGINEER
LAS R. CALLAGHAN
NO. C 82189
EXP. 03/31/26
CIVIL
STATE OF CALIFORNIA
12/10/2025

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| DRAWN BY: | AM |
| CHECKED BY: FH | DATE 10/30/2025 |
| DATE: | 12/09/2025 |


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SLIP COUNT
NORTH

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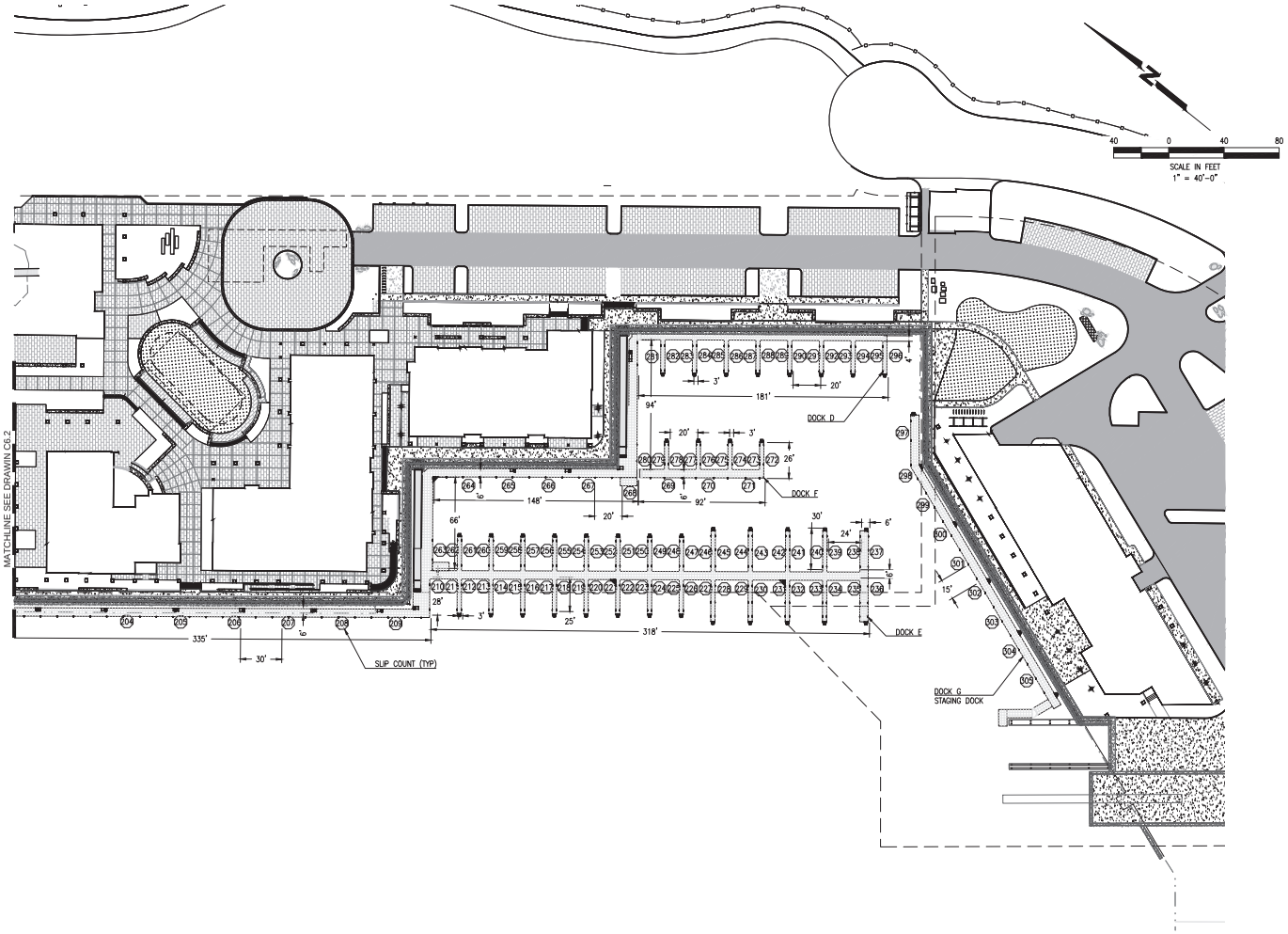
811
Know what's below.
Call before you dig

DRAWING
C6.1

SHEET 84 OF 85





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SLIP COUNT
SOUTH

30% SUBMITTAL
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SHEET 85 OF 85

CITY OF SOUTH LAKE TAHOE

**MAJOR DESIGN REVIEW, SPECIAL USE PERMIT & VARIANCE**

**Project Name: Tahoe Keys Marina Redevelopment Project**
**File: DR25-007**
**Location: 2435 Venice Drive**
**Project APN: 022-210-032, 022-210-040, 022-210-041 & 022-210-042**
**Owner(s): Tahoe Keys SMI DE LLC**
**Applicant: Eric Metz, Vice President of Development**

**CONDITIONS of APPROVAL**

1) This permit authorizes the demolition and reconstruction of the upland facilities at Tahoe Keys Marina. The permits allow the demolition of three (3) existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Construction of landside facilities to include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). New buildings include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, three units of workforce housing (to replace the three [3] existing units that would be demolished as part of the project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated. This permit does not approve the replacement of the existing bulkhead that borders the lagoon, which requires a separate TRPA permit.

2) The permittee shall provide to the City a Notice of Determination filing fee of $3,068.75 made out to El Dorado County. The fee will cover the California Department of Fish and Wildlife environmental impact fee and the El Dorado County processing fee.

3) The City will file a Notice of Determination, pursuant to Section 150075 of the CEQA Guidelines, with the County Clerk's Office for posting, within five days of project approval, as required by CEQA. The filing of a Notice of Determination and the posting on the list of notices start a 30-day statute of limitations period on legal challenges to the City's approval decision under CEQA.

4) The City will file a Notice of Determination with the Office of Land Use and Climate Innovation within five days of the project approval, as required by CEQA.

5) This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, the City may rescind this approval or take other appropriate action. Approval of this permit is limited to what is described herein, based on the approved plans and file materials.

6) The permittee shall obtain all necessary City of South Lake Tahoe building or other City improvement permits applicable to this project prior to commencement of any construction. An encroachment permit is required for any work in the City right-of-way.

7) The permittee shall obtain all necessary Tahoe Regional Planning Agency permits applicable to this project prior to the commencement of any construction.

8) All exterior coverings shall be consistent with Chapter 7A of the California Building Code and the California Fire Code.

9) All exterior lighting shall be consistent with the TRPA Code of Ordinances, Section 36.8, Exterior Lighting Standards, and City Code Section 6.10.160. The permittee shall submit exterior lighting specifications with the building permit application for review and approval by the Planning Division.

10) The permittee shall submit the final color palette with the building permit application for review and approval by the Planning Division.

11) The permittee shall select a darker earth-tone hue for the garage roll-up doors proposed for the trash facility and the public restrooms. The proposed color shall be submitted to the Planning Division for review and approval.

12) The permittee shall revise the plan set submittal to install bicycle racks within the vicinity of the drop-off and loading plaza.

13) The approved building height in this permit is contingent upon TRPA amending the TRPA Code of Ordinances to permit additional height for marinas. If the TRPA Governing Board does not approve the amendment, the permittee shall revise the proposed building height to comply with the TRPA Code of Ordinances.

14) The permittee shall submit a snow storage plan with the building permit application submittal for review and approval by the Planning Division.

15) Pursuant to the parking mitigation outlined in the LSC Technical Memorandum dated March 30, 2026, the permittee shall submit an Employee Parking Program to the Planning Division for review and approval.

16) The permittee shall restripe Venic Drive East with a Class III Bike Lane. Restriping shall conform to City Public Works engineering standards, and all work shall be coordinated with the Public Works Department.

17) All construction activity and excavation equipment shall be limited to the foundation/construction footprint to minimize site disturbance.

18) Temporary/construction BMPs shall be installed and properly maintained at all times pursuant to the TRPA permit.

10) Prior to the commencement of any construction/grading, the permittee shall contact the City at least 48 hours in advance and arrange for a pre-grade inspection.

11) To mitigate the impacts on scenic vistas from the Cove East trail located east of the propose project, landscape plan for the commercial plaza and adjacent parking areas shall be revised to reduce or remove taller tress that may block views through the proposed buildings to the ridgeline views beyond, replacing them with shorter treess (e.g., flame maple or multi-stem aspen) and shrubs that will not block ridgeline views as viewed from the Cove East trail through the projec site.

19) The permittee shall implement Initial Study/Mitigated Negative Declaration mitigation measures as outlined in the Mitigation Monitoring Report.

Prior to the Permit Acknowledgment

20) The property owner or authorized representative shall acknowledge this permit and the conditions contained within by satisfying all conditions of approval and signing below.

**END OF PERMIT**

CITY APPROVAL: Having made the finding that the project is consistent with all applicable City-wide Design Standards, City-wide Parking, Driveway and Loading Standards, and the City Code, the City approves the project, subject to the conditions of approval listed in this permit.

Approved by the Planning Commission on June 11, 2026

_____ _____

City Approval Signature Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and responsible for agents' and employees' compliance with the permit conditions. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

_____ _____

Signature of owner or authorized representative Date

CITY ACKNOWLEDGEMENT: The permittee has complied with all conditions of approval.

_____ _____

City Approval Signature Date

**NOTICE OF A PUBLIC HEARING CITY OF SOUTH LAKE TAHOE PLANNING COMMISSION & AIRPORT LAND USE COMMISSION**

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code, the City of South Lake Tahoe Planning Commission and Airport Land Use Commission will conduct a public hearing on June 11, 2026, at 3:00 pm., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following agenda items:

- Tahoe Valley Area Plan Amendment Policy Review and Permitted Uses Discussion

*Summary: Staff is requesting the Planning Commission & Airport Land Use Commission to provide direction regarding the Tahoe Valley Area Plan Amendments, ensuring proposed policy language and permitted uses support the direction of the Area Plan with the incorporation of the Airport Plan Area Statement and South "Y" Tract (gschooleman@cityofslt.gov).*

- Paradise Avenue Right-of-Way Abandonment Request

*Summary: The City Public Works Department received a request from Jan McCarthy, owner of the American Vacation Club, to abandon the easterly 30-foot portion of the Paradise Avenue right-of-way east of Pine Grove Avenue, and to consolidate the land area within the American Vacation Resort, 3845 Pioneer Trail, APN 029-160-003 (Emily Dougherty, edougherty@cityofslt.gov).*

- Tahoe Keys Redevelopment Project

*Summary: Tahoe Keys SMI, LLC (TKSMI) is proposing the redevelopment of the Tahoe Keys Marina (TKM) in order to revitalize the TKM landside facilities and operations. The Project would involve the demolition of 3 existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, 3 units of workforce housing (to replace the 3 existing units that would be demolished as part of the Project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated, and the existing bulkhead that borders the lagoon would be replaced. A significant element of the Project is bringing the site into compliance with water quality best management practices (BMPs) and assisting in controlling aquatic invasive species (AIS) (jhitchcock@cityofslt.gov).*

Any interested person may appear at the public hearing and present written testimony or speak in favor of or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues you, or someone else, raised at the public hearing described in this notice or written correspondence delivered to the City of South Lake Tahoe Planning Commission or Airport Land Use Commission at, or prior to, the public hearing. Written testimony may be addressed to the Planning Commission or Airport Land Use Commission in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

The Planning Commission and Airport Land Use Commission agenda and related staff reports are available at least 72 hours in advance of regular meetings on the City's website https://cityofslt.us/84/Watch-City-CouncilCommission-Meetings or by contacting the City Clerk at (530) 542-6005.

**Published: May 29, 2026**

CITY OF SOUTH LAKE TAHOE
DEVELOPMENT SERVICES DEPARTMENT - PLANNING DIVISION

NOTICE OF A PUBLIC HEARING

CITY OF SOUTH LAKE TAHOE PLANNING COMMISSION

Proof of Service by Mail

| | |
|---|---|
| **SUBJECT:** | Tahoe Keys Marina Redevelopment Project, #DR25-007 |
| **ADDRESS:** | 2435 Venice Drive |
| **APN:** | 022-210-032, 022-210-040, 022-210-41 & 022-210-042 |
| **DATE OF HEARING:** | June 11, 2026 |
| **TIME AND LOCATION OF HEARING:** | 3:00 p.m. at City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 |

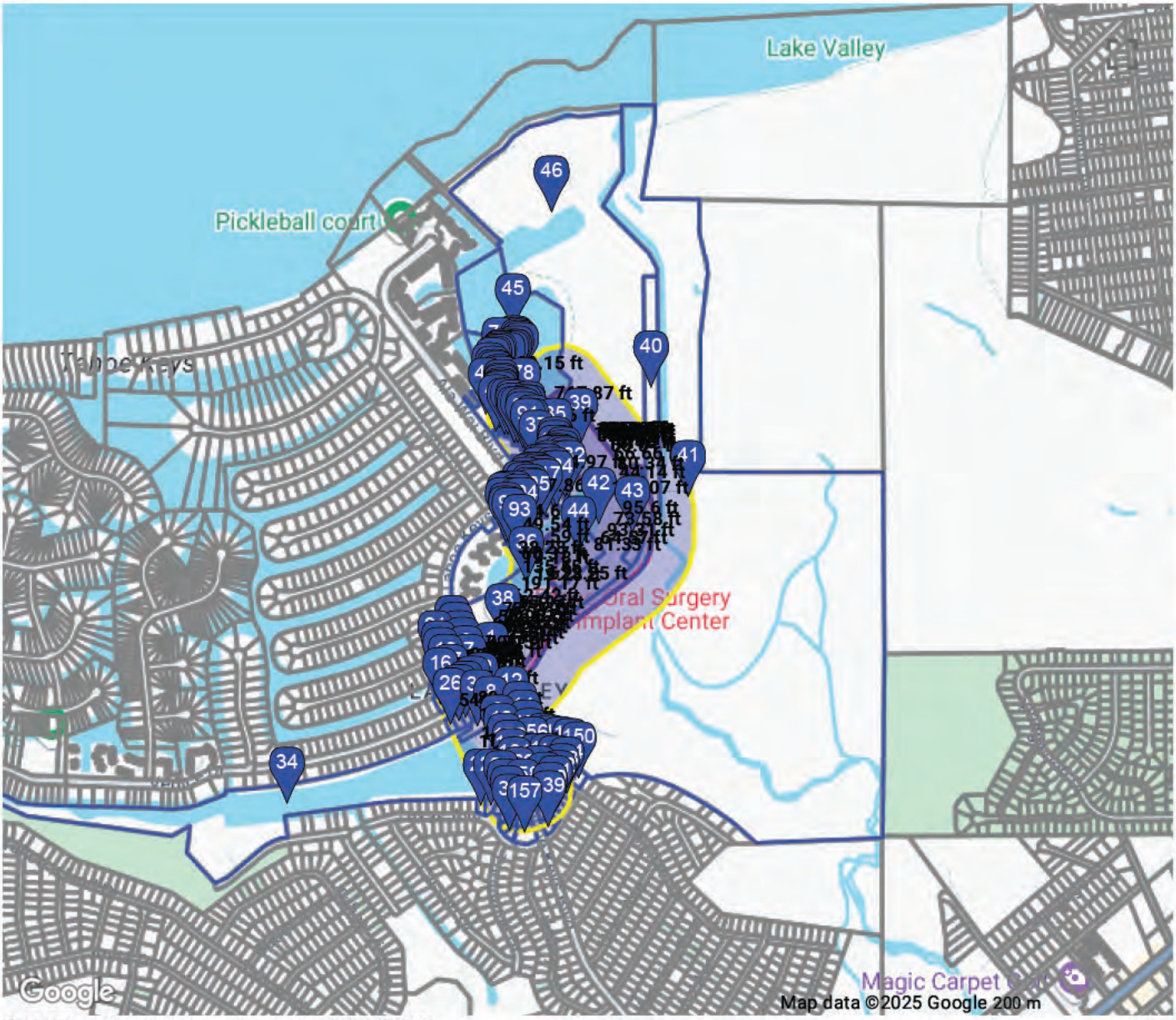
STATE OF CALIFORNIA
COUNTY OF EL DORADO
CITY OF SOUTH LAKE TAHOE

I am an employee of the City of South Lake Tahoe, Development Services Department. On May 19, 2026, I served the attached notice pursuant to Section 6.55.640 of the South Lake Tahoe Municipal Code and Government Code Sections 65090 and 65091 (Planning and Zoning Law) on the persons named thereon or attached thereto by placing a true copy thereof with postage thereon fully prepaid in the United States mail. I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature

Executed on 5/19/2026, by John Hitchcock, Planning Manager
Development Service Department
1052 Tata Lane
South Lake Tahoe, CA 96150-6251

PARCELQUEST

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# NOTICE OF A PUBLIC HEARING
# CITY OF SOUTH LAKE TAHOE PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code, the City of South Lake Tahoe Planning Commission will conduct a public hearing on **June 11, 2026, at 3:00 pm.**, or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following agenda items:

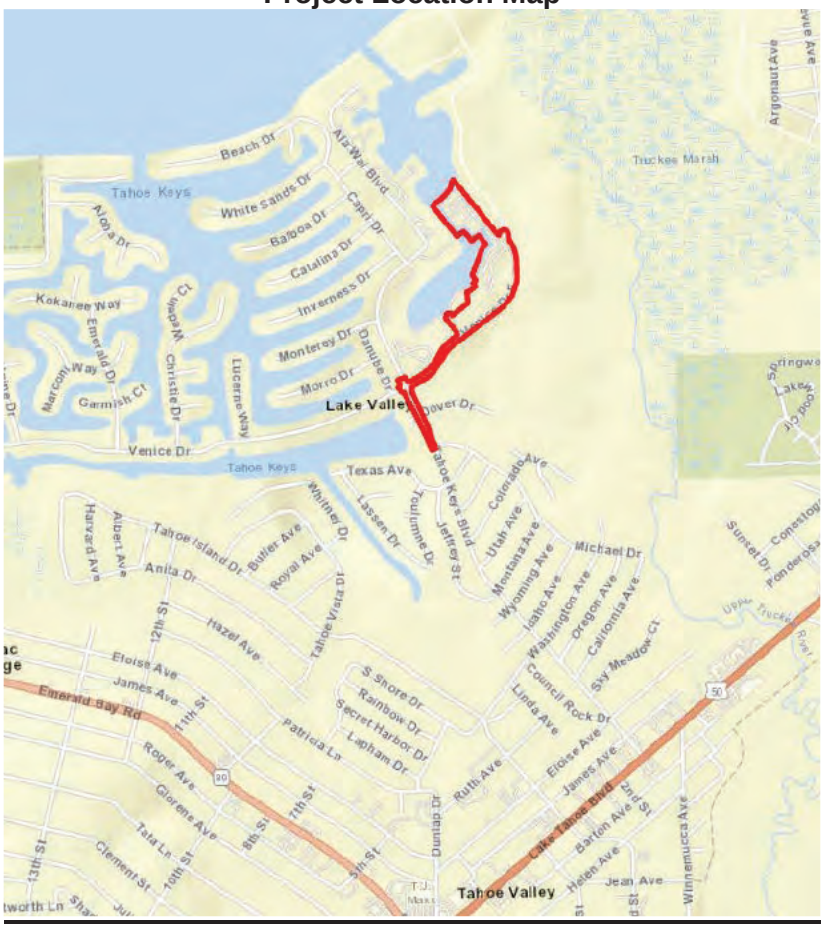
- **Tahoe Keys Marina Redevelopment Project Major Design Review and Special Use Permit.**

  *Summary:* Tahoe Keys SMI, LLC (TKSMI) is proposing the redevelopment of the Tahoe Keys Marina (TKM) in order to revitalize the TKM landside facilities and operations. The Project would involve the demolition of 3 existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, 3 units of workforce housing (to replace the 3 existing units that would be demolished as part of the Project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated, and the existing bulkhead that borders the lagoon would be replaced. A significant element of the Project is bringing the site into compliance with water quality best management practices (BMPs) and assisting in controlling aquatic invasive species (AIS).
  *jhitchcock@cityofslt.gov).*

Any interested person may appear at the public hearing and present written testimony or speak in favor of or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues you, or someone else, raised at the public hearing described in this notice or written correspondence delivered to the City of South Lake Tahoe Planning Commission at, or prior to, the public hearing. Written testimony may be addressed to the Planning Commission in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

The Planning Commission agenda and related staff reports are available at least 72 hours in advance of regular meetings on the City's website https://cityofslt.us/84/Watch-City-CouncilCommission-Meetings or by contacting the City Clerk at (530) 542-6005.

## Project Location Map




## Project Proposed Site Plan



TAHOE PUBLIC UTIL DT SOUTH
1275 MEADOW CREST DR
SOUTH LAKE TAHOE CA 96150

RICHARD BROWN
[redacted]

TAHOE KEYS PROP OWNERS ASSOC
PO BOX 10470
SOUTH LAKE TAHOE CA 96158

TAHOE KEYS PROP OWNERS ASSOC
PO BOX 10470
SOUTH LAKE TAHOE CA 96158

ROBERT & SOLIS LUZ MARIA SEGOVIA
[redacted]

R T & J M 2019 REV 3/15 / 2019 GINLEY
[redacted]

JAMES C & SARAH L WHARTON
[redacted]

JASON & NATALIE COLLIN
[redacted]

MCKINNEY FAM TRUST 8/2/2023
[redacted]

MATTHEW R & RUTH L STEFANAC
[redacted]

DICKER LIV TR 8/27/2019 & JOSHUA IRA & CHRISTINA B
[redacted]

ROBERT M & LUKINS MARGO L HENDERSON
[redacted]

JASON & ANNING RAIA WILSON
[redacted]

TAHOE KEYS PPTY OWNERS ASSN
PO BOX 10470
SOUTH LAKE TAHOE CA 96158

TAHOE KEYS PPTY OWNERS ASSN
PO BOX 10470
SOUTH LAKE TAHOE CA 96158

MICHAEL PHILLIP & MADONNA ANN MARIE DOYLE
[redacted]

BENJAMIN & DEBORAH GEERTS
[redacted]

DEANE TONI L TR & SURV TRUST 6/11/86
[redacted]

MARIA & MAZEN ZABANEH
[redacted]

KENNETH A & KEVIN A GONG
[redacted]

GORMAN THOMAS R TR & T FAM LIV REV TRUST
[redacted]

ANGELO/MAY REV LIV TR 10/ 31/2024 & JOHN FRANK CO T
[redacted]

ZAMZOW MARK G CO TR & PATRICIA H CO TR
[redacted]

DAVID & FONG RAYMOND S T LIU
[redacted]

ANGELA & STIRLING EDWARD P FRAGOMENI
[redacted]

CARTER THOMAS & SHARMA NITASHA SCHLANK
[redacted]

DONALD E & DEBRA M MACQUARRIE
[redacted]

MARK MURIEL A TR & FAM LIV TRUST SURV TRUST
[redacted]

SHIELD ANDREA MARIE SURV TR & FAM TR OF 4/3/1992
[redacted]

NORINE HEGY
[redacted]

HETENIAK CHARLES J CO TR &
CATHERINE M CO TR
[redacted]

EVANS RENTALS KEYS LLC
[redacted]

PAUL & BENI SHANNON MCGILL
[redacted]

KEYS POA TAHOE
356 ALA WAI BLVD
SOUTH LAKE TAHOE CA 96150-

TAHOE KEYS SMI DE LLC
2435 VENICE DR E
SOUTH LAKE TAHOE CA 96150-

TAHOE KEYS PROP OWN ASSN
[redacted]

TAHOE KEYS PROP OWN ASSN
PO BOX 1239
SOUTH LAKE TAHOE CA 96156

TKV PROPERTIES HOLDINGS LLC
[redacted]

TAHOE KEYS SMI DE LLC
17330 PRESTON RD #220A
DALLAS TX 75260

STATE OF CALIFORNIA
PO BOX 778
SOUTH LAKE TAHOE CA 96158

STATE OF CALIFORNIA
PO BOX 7758
SOUTH LAKE TAHOE CA 96158

TAHOE KEYS SMI DE LLC
2435 VENICE DR E
SOUTH LAKE TAHOE CA 96150-

TAHOE KEYS SMI DE LLC
17330 PRESTON RD STE 100C
DALLAS TX 75252

TAHOE KEYS BEACH & HARBOR
ASSN
PO BOX 10199
SOUTH LAKE TAHOE CA 96158-

TAHOE KEYS SMI DE LLC
2435 VENICE DR E
SOUTH LAKE TAHOE CA 96150-

STATE OF CALIFORNIA
PO BOX 7758
SOUTH LAKE TAHOE CA 96158

TAHOE KEYS PROP OWN ASSN
PO BOX 1239
SOUTH LAKE TAHOE CA 96151

MARJORIE SUGAKO & ELARDO
MAYUMI MICHELLE NAKAJI
[redacted]

JESUS DIAZ
[redacted]

ANTHONY WON HYUNG & IK
EDA PATRICIA REIKO LEE
[redacted]

VICTOR L & CHARMAINE M
BRANDSTETTER
[redacted]

MARLYSS MAE SUCC DAMATO
[redacted]

HANKERMEYER KENNETH G CO
TR & CAROL M CO TR
[redacted]

CARROLL STEVEN C & LU
BELINDA CO TR
[redacted]

BOETTCHER TR 10/14/2024
[redacted]

DOUGLAS B & PAMELA J BAILEY
[redacted]

VICTOR T & JENNIFER F
AUVINEN
[redacted]

MOSBY & ERIN PARISI SIMMONS
[redacted]

A & B YIM LTD
[redacted]

ALVAREZ REALTY LLC OR LLC
[redacted]

LEONARD R ROCCA
[redacted]

VERNON W & BARBARA J SUE
[redacted]

JOHN A & LISA J HAYES
[redacted]

JERRY O & DOROTHY A REYNOLDS
[redacted]

DOYLE A & ANGELA L POLAND
[redacted]

DANIEL REUBEN & EATON DIANE L GEISZLER
[redacted]

PON JEANNE L SUCC CO TR & WONG ARNOLD SUCC CO TR
[redacted]

FRANK W & TEENA L HILDEBRAND
[redacted]

DANNY E MARKOE
[redacted]

CHRISTOPHER & MARY JANE MASYS
[redacted]

STEPHEN J & MARIA E SCHELLENBERG
[redacted]

LINC & LUU BICH LIEN TO
[redacted]

DOUGLAS S JOHNSTON
[redacted]

ROBERT K & ARLENE JUDITH FIFE
[redacted]

WINN JOHN NGUYEN & NIYATI MEHTA CO TR
[redacted]

COCHRANE VICTORIA & DRO GOUL BROVEDANI KAR PARKS
[redacted]

TAHOE KEYS PROP OWN ASSN
PO BOX 1239
SOUTH LAKE TAHOE CA 96156

TAHOE KEYS PROP OWN ASSN
356 ALA WAI BLVD
SOUTH LAKE TAHOE CA 96150

MALIA & JERRY KENNY
[redacted]

JONATHAN A & HAMILTON GRACE M DUNN
[redacted]

PATRICIA DUFFY BYRNE
[redacted]

RICHARD & KAREN MOORHOUSE
[redacted]

CRANE FAM TR 11/05/2022
[redacted]

DOUGLAS M & BURKE SUSAN P CARROLL
[redacted]

KENNETH B & BARBARA J SILVEIRA
[redacted]

KYLE L & ROXAS BEVERLY A WALSH
[redacted]

ELMER M & VIRGIE CHUA
[redacted]

PAUL ANTHONY & MARY SCOTT KUSBER
[redacted]

JOSEPH C & FRANCISCOVICH MORAN LEE ANN MORAN
[redacted]

KAREN M PARMENTER
[redacted]

RICHARD CADWELL & SCOTT CADWELL GREENWOOD

BRANDON HUGHES

TAHOE KEYS PROP OWN ASSN
PO BOX 1239
SOUTH LAKE TAHOE CA 96156

FACTOR JONATHAN SYLVAN & KIMBERLY ANN CO TR

JOHN J & CONSTANCE E HAVERTY

DUSTIN W & LAWLOR CA THERINE M KIESCHNICK

JOSHUA C & ALAYNNA D ELLIOT

MICHAEL J & MARGARET RHYMES

RYAN ABELINO HERNANDEZ

BARRY C & CHRISTY F SLOCUM

KATJA LANGE

ROBERTA MARIE WALLACE

MARI KVINSLAND

PROVASI LIV FAM TRUST 10/29/1986

SEAN & MICHAEL COYLE

ROBERTF & KAY M AMOS

KLEINER LIV TR 5/29/2024

SHIN S REV 2015

LYNN & OKI H JAMES THULL

ANNETTE P LACHAPELLE

PETER & ANGELA BELAFSKY

GINA M WYNEKEN

TERRY NUNLEY

KHINH & SHINYEE HOANG

JAMES S & EVELYN M GAY

MILLER ANN CHRISTINE TR & A C LIV TRUST 02/25/14

BERTRAND & CHRISTINE CHEVALIER

KENNETH W & CARLA J LUKHARD

MOURA BORISOVA

GLEE L CALL

JOHN E MCMAKIN
[redacted]

SHANNON M & DANIEL R MAINWARING
[redacted]1

ELIZABETH A & SMOTHERS EDWARD M HANSEN
[redacted]

SHARON THOMPSON
[redacted]

ALLEN GENE & DOROTHY ANN WOODALL
[redacted]

KEVIN M MUSANTE
[redacted]

LORETTA & LORETTA JEAN LIV REV STEIN
[redacted]

MATTHEW & INGWELL KRISTA MOSES
[redacted]

MARY A SEELEY
[redacted]

TERRAPIN HOLDINGS NV LLC
[redacted]

MICHAEL B & RITA R PASKOW
[redacted]

CHARLES & ANNA WHALEY
[redacted]

WAYNE & SHIZUKO ADACHI
[redacted]

RAYMOND N & HAGEMAN BONTE F JOHNSON
[redacted]

ZACHARY & GOLLNICK JESSICA PETERSON
[redacted]

GHANDI H SHEMDEAN
[redacted]

CENTERLINE GROUP RENO II LLC, NV
[redacted]

DAREK J & CARRIE A BORBA
[redacted]

ROBERT J & SARAH M SULLIVAN
[redacted]

WILLIAM D & PAMELA M JABIN
[redacted]

JAIME SAMUEL CAMHI & FUEN TES VIVIANA LORE ESPINOZA
[redacted]

LAURA & RODRIGUEZ REGULO URIBE ORTIZ
[redacted]

PATRICK & DESIREE HAMBEL
[redacted]

UNITED STATES OF AMERICA & U S FOREST SERVICE
35 COLLEGE DR
SOUTH LAKE TAHOE CA 96150-

IAN & CHRISTINA MERWIN
[redacted]

RODNEY & KRIS RIDDLE
[redacted]

KEELER REV TRUST 2/4/97
[redacted]

JON & GERLINDE TOPZAND
[redacted]

SCOTT HENG
[redacted]

PAUL P & BRENDA L RICONSCENTE
[redacted]

DANIEL J & NEWMYER SHERRI
LTR MASLYAR
[redacted]

KOHS M N REV TRUST 09/12/2002
[redacted]

NICK J & ALLISON M ZUVELA
[redacted]

JESSE & BYRNES PATTERSON
NICOLE PATTERSON
[redacted]

KOENIG EDWARD MILES
ESTATE OF
[redacted]

D E & A M REV LIV B MONCUS
[redacted]

STATE OF CALIFORNIA & CAL
IFORNIA TAHOE
1061 3RD ST
SOUTH LAKE TAHOE CA 96150

CHU STALIN CO TR & GAIL A CO
TR
[redacted]

JEFFEREY & KIMBERLY ASHLEY
[redacted]

D & KARET J 5/27 / 2004 WARD
[redacted]

J & D LIV 3/8 / 2023 MACIA
[redacted]

HURWITZ COLLEEN CARR TR &
C C LIV REV TRUST
[redacted]

Tahoe Daily Tribune

See Proof on Next Page

**AFFIDAVIT OF PUBLICATION**

State of Florida, County of Orange, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Tahoe Daily Tribune now is, and during all times herein named, was a corporation duly organized and existing under the laws of the State of California, and now is, and during all times herein named was the printer of **Tahoe Daily Tribune**, a newspaper of general circulation, as defined by section 6000 of the Government Code of the State of California, printed and published daily (Sundays excepted) in the City of South Lake Tahoe, County of El Dorado, State of California, and that affiant is the principal clerk of said Nevada County Publishing Co.
That the printed advertisement hereto annexed was published in the said Tahoe Daily Tribune, for the full required period of **1** time(s) commencing on **May. 1, 2026,** and ending on **May. 1, 2026,** all days inclusive.

**PUBLICATION DATES:** May. 1, 2026

**NOTICE ID:** LLN9rlRNkOXrfzXxWdjw
**PUBLISHER ID:** 401637
**NOTICE NAME:** June 11 2026 Planning Commission Meeting
**Publication Fee:** $312.66

I certify, under penalty of perjury, the forgoing is true and correct.

Anjana Bhadoriya

(Signed)_____

**VERIFICATION**

State of Florida
County of Orange

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

Subscribed in my presence and sworn to before me on this: 05/01/2026

_____
Notary Public
Notarized remotely online using communication technology via Proof.

**REVISED NOTICE OF INTENT**

TO ADOPT A MITIGATED NEGATIVE DECLARATION
FOR THE
TAHOE KEYS MARINA REDEVELOPMENT PROJECT

**Project Title:** Tahoe Keys Redevelopment Project ("Project")

**Project Location:** 2435 Venice Drive

**Lead Agency:** City of South Lake Tahoe ("City")

**Project Description:**
Tahoe Keys SMI, LLC (TKSMI) is proposing the redevelopment of the Tahoe Keys Marina (TKM) in order to revitalize the TKM landside facilities and operations. The Project would involve the demolition of 3 existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, 3 units of workforce housing (to replace the 3 existing units that would be demolished as part of the Project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated, and the existing bulkhead that borders the lagoon would be replaced. A significant element of the Project is bringing the site into compliance with water quality best management practices (BMPs) and assisting in controlling aquatic invasive species (AIS).

The State of California maintains the EnviroStor and Geotracker databases of known contamination sites pursuant to Government Code Section 65962.5. Based on the information gathered from these databases, no sites located within the Project area are actively under evaluation, remediation, or verification monitoring.

**Review Period:**
On April 3, 2026, the City initiated the public review period for the Initial Study/ Mitigated Negative Declaration (IS/MND). However, due to a typographical error regarding the conclusion of public review for the IS/MND, the City is reinitiating public review of the IS/MND, beginning on May 1, 2026 with public review ending on June 1, 2026. All comments previously submitted to the City on the IS/MND will be accepted. Comments will be accepted on the IS/MND until 5:00 p.m. on June 1, 2026, and should be mailed to 1052 Tata, South Lake Tahoe, CA 96150, attention John Hitchcock, or by email: jhitchcock@cityofslt.gov.

**Public Meeting:**
In accordance with CEQA and the CEQA Guidelines, the City will consider the adoption of the IS/MND for the Project at a regularly scheduled Planning Commission Meeting on the date, time, and location provided below.

Location: City of South Lake Tahoe Council Chambers
Address: 1091 Lisa Maloff Way
South Lake Tahoe, CA 96150
Date: June 11, 2026
Time: 3:00 p.m. or soon thereafter

**Documents Available for Review:**
The IS/MND is available online at https://www.cityofslt.gov/2454/Current-Projects and for review during normal working hours at the Development Services Department located at 1052 Tata Lane, South Lake Tahoe, CA.

The Development Services Department office is open to the public during the following business hours: Monday, Wednesday, Thursday, and Friday from 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 3:30 p.m.

**Published: May 1, 2026**

# Resolution 2026-010

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

**June 11, 2026**

**ADOPT THE TAHOE KEYS MARINA REDEVELOPMENT PROJECT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (SCH #2026040227) AND APPROVE THE MAJOR DESIGN REVIEW, SPECIAL USE PERMIT, AND VARIANCE, FILE #DR25-007**

## BACKGROUND

A. On May 8, 2025, the City of South Lake Tahoe Planning Division received an application from the Tahoe Keys SMI DE LLC for a proposed project to redevelop and modernize the Tahoe Keys Marina property.

B. In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15070, an Initial Study was prepared for the proposed project in compliance with CEQA.

C. In accordance with Government Code Section 65352, the City prepared and published a Notice of Availability and Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed project and circulated the Initial Study for public review on April 3, 2026.

D. On April 4, 2026, the Notice of Availability, Notice of Intent, Notice of Completion, and the IS/MND were posted on the website of the Office of Land Use and Climate Innovation (SCH # 2062040227), and circulated to State agencies.

E. Due to a typographical error in the conclusion of the public review period, the City reinitiated the public review period of the Initial Study/Mitigated Negative Declaration and published a revised Notice of Availability and Notice of Intent on May 1, 2026, with a public review period ending June 1, 2026. All comments previously submitted to the City on the IS/MND were accepted.

F. On May 19, 2026, the City mailed a notice of a public hearing to all affected properties within 300 feet of the project area, providing the date, time, and location

of the June 11, 2026, Planning Commission meeting, at which the Planning Commission will consider the Tahoe Keys Marina Redevelopment Project.

G. On May 29, 2026, the City published a notice of a public hearing of the date, time, and location of the June 11, 2026 Planning Commission meeting in the Tahoe Daily Tribune, a newspaper of general circulation in the City of South Lake Tahoe.

H. The City of South Lake Tahoe Planning Commission conducted a duly noticed public hearing on June 11, 2026, took public comment, and deliberated.

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

1. Finds that the Initial Study/Mitigated Negative Declaration reflects the City's independent judgment and analysis.
2. Finds, on the basis of the whole record before it (including the IS/MND and any comments received), that there is no substantial evidence that the proposed Tahoe Keys Marina Redevelopment Project will have a significant effect on the environment.
3. Finds that the proposed Tahoe Keys Marina Redevelopment Project will not result in a safety hazard or noise problem for persons using the Lake Tahoe Airport or for persons residing or working in the project area.
4. The Development Services Department is the custodian of the documents or other material that constitute the record of proceedings upon which the Planning Commission's decision is based and can be found at 1052 Tata Lane, South Lake Tahoe, California, 96150.
5. Finds that the lesser improvements will lessen the environmental impact, will enhance traffic safety for vehicles and pedestrians, and will substantially meet the intent of City Code Section 6.10.350.A for reduced driveway width.
6. Finds that there is adequate off-street parking as determined by the parking analysis, that the environmental impact will be lessened by the reduction in parking spaces, that the safety of other vehicles and pedestrians will be enhanced by the lesser requirement, and that the parking analysis evaluated different peak periods, determined that the parking demand did not overlap, and that the parking facility will meet peak demand.
7. Finds that due to special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the regulation deprives such property of privileges enjoyed by other properties in the vicinity and under an identical plan area.

8. Finds the foregoing recitals are true and correct and are made part of this resolution.
9. Amends City Permit #DR25-007 to require the applicant to add at least 15 additional onsite parking spaces, with no fewer than 10.
10. Adopts the Tahoe Keys Marina Redevelopment Project Initial Study/Mitigated Negative Declaration and the mitigation and monitoring reporting program, or MMRP.
11. Approves the Major Design Review, Special Use Permit, and Variance, File #DR25-007

Adopted by the City of South Lake Tahoe Planning Commission on June 11, 2026, by the following vote:

Yes: Lucksinger, Imhoff, Williams
Absent: Feiger, Gonzalez

Julia Lucksinger (Jun 18, 2026 10:05:26 PDT)

Julia Lucksinger, Chair

Date: 06/18/2026

Attest:

Yvette Miranda, Administrative Clerk II

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

# Resolution 2026-010_Tahoe Keys Marina Redevelopment Project #DR25-007

Final Audit Report 2026-06-18

| | |
|---|---|
| Created: | 2026-06-15 |
| By: | Yvette Miranda (ymiranda@cityofslt.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAI6_a72tzCWQmXDr78Xhv__jcvw5ET2FD |

## "Resolution 2026-010_Tahoe Keys Marina Redevelopment Project #DR25-007" History

Document created by Yvette Miranda (ymiranda@cityofslt.gov)
2026-06-15 - 6:24:25 PM GMT

Document e-signed by Yvette Miranda (ymiranda@cityofslt.gov)
Signature Date: 2026-06-15 - 6:25:06 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Document emailed to jlucksinger@cityofslt.us for signature
2026-06-15 - 6:25:07 PM GMT

Email viewed by jlucksinger@cityofslt.us
2026-06-18 - 5:04:49 PM GMT

Signer jlucksinger@cityofslt.us entered name at signing as Julia Lucksinger
2026-06-18 - 5:05:24 PM GMT

Document e-signed by Julia Lucksinger (jlucksinger@cityofslt.us)
Signature Date: 2026-06-18 - 5:05:26 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-06-18 - 5:05:26 PM GMT

# CITY OF SOUTH LAKE TAHOE
# APPEAL FORM

Return this Form and Appeal Fee in person or by U.S. Mail to:
City of South Lake Tahoe
Attn: City Clerk, Susan Blankenship
1901 Lisa Maloff Way, Ste. 206
South Lake Tahoe, CA 96150

Appeal from decision of: City of South Lake Tahoe Planning Commission

Date decision rendered: June 11, 2026

Subject: Tahoe Keys Marina Redevelopment Project

Action taken: Approval of File #DR25-007, granting the Major Design Review, Special Use Permit, and a Variance for a setback encroachment, and adoption of the project's IS/MND under CEQA.

Reason for appeal: This joint appeal from Sierra Club Tahoe Area Group and Tahoe Sierra Clelan Air Coalition challenges all the above determinations based on the attached DETAILED STATEMENT OF GROUNDS FOR APPEAL, Tahoe Keys Marina Redevelopment Project (Planning Commission Decision of June 11, 2026 - File #DR25-007; SCH #2026040227). See attachment.

You may attach additional supporting documents to your Appeal Form as appropriate.

X $1,253.00 Cost based Appeal Fee is due at filing; if appellant(s) prevail (the decision is reversed or materially modified in their favor), the full fee will be refunded. Cash, check, or credit card + 2.9 % fee. Contact the City Clerk's Office for credit card processing at 530-542-6005 or 530-542-6004

**Date Stamp**

Michelle Davis
City Clerk's Dept. (Signature)

RECEIVED
JUN 23 2026
City of South Lake Tahoe
Office of the City Clerk


Tobi Tyler
Applicant Name
P.O. Box 6825
Mailing Address
510-427-5662
Telephone Number
775-588-4597
Fax Number
tylertahoe1@gmail.com
Email address

June 23, 2026

**DETAILED STATEMENT OF GROUNDS FOR APPEAL Tahoe Keys Marina Redevelopment Project (Planning Commission Decision of June 11, 2026 – File #DR25-007; SCH #2026040227)**

**Appellants:** Sierra Club Tahoe Area Group, by and through its Vice Chair, Tobi Tyler, Tahoe Sierra Clean Air Coalition (TSCAC, dba TahoeCleanAir.org), by and through its President, Douglas Flaherty

**Date:** June 22, 2026

**Introduction:** Appellants Sierra Club Tahoe Area Group and Tahoe Sierra Clean Air Coalition (TSCAC) respectfully appeal the City of South Lake Tahoe Planning Commission's June 11, 2026, approval of the resolution adopting the Initial Study/Mitigated Negative Declaration (IS/MND) and approving the Major Design Review, Special Use Permit, and Variance for the Tahoe Keys Marina Redevelopment Project. Substantial evidence in the record supports a fair argument that the Project may have significant environmental effects, requiring preparation of a full Environmental Impact Report (EIR) under CEQA Guidelines §15064 and a coordinated Environmental Impact Statement (EIS) under the Tahoe Regional Planning Compact.

This appeal incorporates by reference in their entirety: (1) the TSCAC Public Comment Letter dated June 10, 2026, including all attachments, exhibits, and the consolidated Attachment Page with direct electronic links to supporting documents (previously submitted to the Planning Commission and part of the administrative record); and (2) the Sierra Club Tahoe Area Group Comment Letters dated June 10, 2026 and June 1, 2026 (also part of the record). Appellants will provide hard copies of any specific exhibits upon request by the City Clerk or Council.

**Principal Grounds for Appeal**

The Planning Commission's approval is not supported by substantial evidence, fails to proceed in the manner required by law under CEQA, and is inconsistent with applicable TRPA requirements. The following principal grounds demonstrate that a full EIR/EIS is required.

1. **Wildfire Evacuation, Public Safety, and Transportation Impacts** (IS/MND §§4.17 Transportation and 4.20.3(a) Wildfire): The IS/MND contains no adequate evacuation demand analysis, throughput modeling, emergency traffic simulation, roadway clearance times, or cumulative evacuation assessment for a Basin with documented severe bottlenecks. The Project's expansion (additional slips, visitor-

serving uses, increased boat storage) exacerbates life-safety risks. This fails CEQA's fair argument standard and the Tahoe Regional Planning Compact's mandates for public health and safety protection. (See TSCAC June 10 letter, Sections on Public Health/Safety and Evacuation; Bonta v. County of Lake (2024) 105 Cal.App.5th 1222.)

2. **Hydrology, Water Quality, and Aquatic Resources** (IS/MND §§4.10 and 4.4): The IS/MND lacks sufficient site-specific hydrogeologic data, groundwater analysis, infiltration testing, and evaluation of stormwater performance in high water-table conditions with direct connectivity to the Tahoe Keys lagoons and Lake Tahoe. It also inadequately addresses aquatic invasive species (AIS) transport risks from in-water work and increased operations. Mitigation is vague, deferred, and unenforceable. The Project is inconsistent with Lake Tahoe's Tier 3 Outstanding National Resource Water (ONRW) antidegradation requirements, TRPA thresholds, the Total Maximum Daily Load (TMDL), and CEQA Appendix G. (See both letters for detailed analysis and precedents such as *Sundstrom v. County of Mendocino*.)

3. **Hazardous Materials and Cumulative Impacts**: Reliance on a 2021 Phase I ESA without Phase II sampling, combined with reactive mitigation (HAZ-1), is insufficient for a site with historic fueling operations and known contaminants. Cumulative impacts analysis is impermissibly narrow and fails to address basin-wide AIS, water clarity, recreation capacity, and South Shore redevelopment. (See Sierra Club letter citing *Communities for a Better Environment v. City of Richmond* and related cases.)

4. **Scenic, Visual, and Other Resources**: The 42-foot boat storage building and shoreline alterations lack adequate visual simulations and cumulative scenic assessment required for TRPA Chapter 66 compliance. (See Sierra Club letter.)

5. **Piecemealing, Alternatives, and TRPA Coordination**: The review improperly segments upland and water-dependent elements requiring TRPA approvals/amendments. A full range of alternatives (including reduced intensity and restoration-focused options) was not evaluated. A coordinated EIR/EIS review is required. (See both letters citing CEQA anti-piecemealing principles and precedents such as *Laurel Heights* and *Vineyard Area Citizens*.)

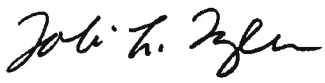
**Requested Relief** Appellants request that the City Council:

1. Reverse the Planning Commission's approval of the IS/MND and associated permits;

2. Direct preparation of a full EIR with coordinated TRPA EIS, including all necessary technical studies (hydrogeologic, evacuation modeling, visual simulations, hazardous materials Phase II, cumulative impacts, and alternatives analysis);
3. Fully evaluate a reasonable range of alternatives, including reduced-intensity and restoration-focused options, and enforceable mitigation measures; and
4. Provide meaningful public review consistent with CEQA and TRPA requirements.

Appellants expressly reserve all rights to supplement the record, provide additional evidence, and pursue judicial review if necessary. Please notify Appellants of the hearing date and any related proceedings.

**Respectfully submitted,**



Tobi Tyler Vice Chair, Sierra Club Tahoe Area Group

Douglas Flaherty, President, Tahoe Sierra Clean Air Coalition

Holland & Knight

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July 20, 2026

Honorable Mayor and City Council
City of South Lake Tahoe
901 Lisa Maloff Way, Suite 206
South Lake Tahoe, CA 96150

Re: **Appeal of the Planning Commission's Approval of the Tahoe Keys Marina Redevelopment Project File # DR25-007**

Dear Honorable Mayor and City Council:

This firm, along with Feldman Thiel LLP, represents Tahoe Keys SMI, LLC (the "Applicant") with respect to land use permitting for the redevelopment of the Tahoe Keys Marina in the City of South Lake Tahoe, California (the "City"). On June 11, 2026, the City's Planning Commission approved the Tahoe Keys Marina Redevelopment Project (file # DR25-007) (the "Project"). Even though the Project would greatly improve the Tahoe Keys Marina, the Sierra Club Tahoe Area Group and Tahoe Sierra Clean Air Coalition (collectively, the "Appellants") filed a joint appeal ("Joint Appeal") on June 23, 2026 that would effectively halt critical improvements at the Tahoe Keys Marina. The Joint Appeal challenges the Project's compliance with the California Environmental Quality Act ("CEQA") and if granted, would result in the lack of investment in the community necessary to improve existing conditions. This letter and enclosed attachment respond to the Joint Appeal's statement of grounds for appeal.

The Tahoe Keys Marina redevelopment Project would revitalize and improve the existing marina by demolishing the marina buildings and other ancillary structures for landside redevelopment of the site with new buildings, public amenities, waterfront promenade, parking lots, entrances, and utilities. The Project proposes three units of workforce housing, restaurants, retail, concessions, boat sales, and boat storage and will bring the site into compliance with environmental regulations and standards, providing increased protection through best management practices ("BMPs") and aquatic invasive species ("AIS") controls. As noted on page 5 of the Project's Initial Study/Mitigated Negative Declaration ("IS/MND"), Project objectives include the following:

- Enhance environmental protections through stormwater BMPs and AIS controls.
- Provide public amenities, including a waterfront promenade, non-motorized recreation access, public restrooms, and community gathering spaces.
- Construct new and modern commercial and marina support buildings while preserving scenic views.
- Replace an aging bulkhead.
- Provide on-site boat storage to reduce the need for vessels to be towed to off-site storage locations.

Granting the Joint Appeal as the Appellants demand would reduce environmental protections; reduce public amenities; would not create a new and modern marina; would not replace an aging bulkhead; would not provide on-site boat storage that would reduce the need for towing to off-site storage; and would not protect the environment because the existing unabated conditions of the marina would continue to defeat the presumed lofty goals of the Appellants. Instead of granting the Appellants' desire for more paperwork and proceduralism in the purported name of the environment, the City Council should deny the appeal outright since the IS/MND is legally adequate and the Project would provide substantial environmental and community benefits. Please see the enclosed "*Responses to Principal Grounds for Appeal by Tahoe Sierra Clean Air Coalition and Sierra Club Tahoe Area Group*" for point-by-point responses to the Joint Appeal, incorporated herein by reference.

## I. Summary of the Joint Appeal's Claims

The Joint Appeal asserts that "substantial evidence in the record supports a fair argument that the Project may have significant environmental effects, requiring preparation of a full Environmental Impact Report (EIR) under CEQA Guidelines §15064 and a coordinated Environmental Impact Statement (EIS) under the Tahoe Regional Planning Compact." According to the Joint Appeal, the Project's IS/MND purportedly requires further analysis of the following impacts, the demands for which are not supported by substantial evidence as explained below.

- Wildfire evacuation, public safety, and transportation impacts
- Hydrology, water quality, and aquatic resources
- Hazardous materials and cumulative impacts
- Scenic, visual, and other resources
- Piecemealing, alternatives, and TRPA coordination

Even though there is no substantial evidence supporting a fair argument of a significant impact, the Joint Appeal requests reversal of the Project approvals and "preparation of a full EIR with coordinated TRPA EIS," including specified modeling and evaluation of a reasonable range of alternatives.

## II. Speculation Does Not Constitute Substantial Evidence nor a Fair Argument

The mere assertion that the record provides substantial evidence that the Project may have a significant impact is not sufficient grounds for requiring preparation of an environmental impact report ("EIR"). CEQA requires a jurisdiction to adopt a negative declaration if the "lead agency determines that a proposed project . . . would not have a significant effect on the environment." Pub. Res. Code § 21080(c). However, "[i]f there is substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment," CEQA requires a jurisdiction to prepare an EIR. Pub. Res. Code § 21080(d). The legal test for determining which document is required turns on whether "substantial evidence in the record supports a 'fair argument'" that "significant impacts or effects may occur." *Quail Botanical Gardens Foundation, Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602, *as modified on denial of reh'g* (Nov. 29, 1994); CEQA Guidelines § 15064(f)(1). Substantial evidence is demonstrated through facts, in particular "expert opinion supported by fact" or "a reasonable assumption predicated upon fact." Pub. Res. Code § 21080(e)(1). Speculation, argument and "unsubstantiated opinion or narrative" does not constitute substantial evidence nor a "fair argument" that an EIR is required. Pub. Res. Code § 21080(e)(2).

Courts hold that "framing of the fair argument test in terms of the project having 'potentially significant impacts on resident safety and emergency evacuation' is erroneous." *Newtown Preservation Society v. County of El Dorado* (2021) 65 Cal.App.5th 771, 775. "The test is instead whether the record contains substantial evidence that the project may have a significant effect on the environment or may exacerbate existing environmental hazards." *Id.* As recently explained by the Third District Court of Appeal, "[m]embers of the public may . . . provide opinion evidence where special expertise is not required." *Id.* at 781 (internal citations and quotations omitted). "However, [i]nterpretation of technical or scientific information requires an expert evaluation. Testimony by members of the public on such issues does not qualify as substantial evidence. [I]n the absence of a specific factual foundation in the record, dire predictions by nonexperts regarding the consequences of a project do not constitute substantial evidence." *Id.* (internal citations and quotations omitted) (citing *Joshua Tree Downtown Business Alliance v. County of San Bernardino* (2016) 1 Cal.App.5th 677, 691 (rejecting a community member's assertions that a project would cause urban decay)). Here, the Joint Appellants engage in speculation, and do not provide substantial evidence on any of their claims, as noted below and in the incorporated responses.

## III. The Joint Appeal Relies on Speculation and Lacks Expert Testimony

Here, even though the Project site consists of an existing marina, the Joint Appeal claims that the improvements would result in dire predictions related to hazardous waste materials, water quality impacts and wildfire evacuation – all lacking expert testimony. Appellants demand an EIR because the IS/MND did not perform the specific data modeling, simulations, or technical analysis insisted upon by the Appellants. CEQA does not require further technical reports to analyze Project impacts nor to refute the speculative claims of the Joint Appellants. The comments do not lay an adequate factual foundation demonstrating why the requested technical analysis is necessary to provide the City or public with a meaningful understanding of the Project's impact on the environment. Appellants' correspondence and testimony at the Planning Commission do not impeach the IS/MND's analysis and do not constitute substantial evidence that the Project's analysis and mitigation measures are inadequate. *Gentry v. City of Murrieta* (1995) 36 Cal.App.4th 1359, 1410-11, *as modified on denial of reh'g* (Aug. 17, 1995). Although the City must consider the public's views, the City "must still determine whether environmental change itself might be substantial" before an EIR may be required. CEQA Guidelines § 15064(c). "The existence of public controversy over the environmental effects of a project will not require preparation of an EIR if there is no substantial evidence before the agency that the project may have a significant effect on the environment." CEQA Guidelines § 15064(f)(4).

## IV. The IS/MND Properly Analyzed Impacts Against the Existing Baseline

Appellants' speculation that further analysis is needed because the IS/MND did not adequately analyze AIS risks, wildfire evacuation, and stormwater performance in high water-table conditions fails to acknowledge that Tahoe Keys Marina is an operating marina subject to ongoing permitting, which provides the baseline for the analysis of the Project's impact on the environment. Pursuant to the City's discretion, the City analyzed the impact of the Project in comparison to the existing operations. *Hollywoodians Encouraging Rental Opportunities v. City of Los Angeles* (2019) 37 Cal.App.5th 768, 779 ("[A]n agency enjoys the discretion to decide, in the first instance, exactly how the existing physical conditions without the project can most realistically be measured, subject to review, as with all CEQA factual determinations, for support by substantial evidence." (internal citations and quotations omitted)). Appellants do not impeach this methodology. Instead, Appellants contend that the Project must analyze historical water quality impacts to the lagoon, basin-wide AIS, water clarity, shoreline redevelopment and recreational capacity, impermissibly conflating historical impacts. The Joint Appeal fails to distinguish between the larger basin-wide conditions and the impacts resulting from the Project. *El Dorado County Taxpayers for Quality Growth v. County of El Dorado* (2004) 122 Cal.App.4th 1591, 1595, *as modified* (Oct. 14, 2004).

## V. CEQA Does Not Require Cumulative Hazards or Alternatives Analyses for this Project

The Joint Appeal also impermissibly demands a cumulative analysis of hazardous materials. CEQA does not require a cumulative analysis when the lead agency determines that the Project

will not have a project-level significant impact. *Sierra Club v. West Side Irrigation Dist.* (2005) 128 Cal.App.4th 690, 701–702 ("When there is no substantial evidence of any individual potentially significant effect by a project under review, the lead agency may reasonably conclude the effects of the project will not be cumulatively considerable, and it need not require an EIR on this basis." (citation omitted).) Here, Mitigation Measure HAZ-1 provides mitigation that would reduce the potential for disturbance or accidental release of hazardous materials to less than significant in accordance with regulatory requirements. Appellants have not demonstrated that the record supports a fair argument that the Project will have significant impacts on hazardous materials that will not be mitigated by appropriate remediation of the site under regulatory oversight. Therefore, Appellants have failed to demonstrate why further cumulative analysis of the Project's hazardous materials impact is necessary.

The Joint Appeal's demand for an alternatives analysis is equally without merit. An alternatives analysis is an exclusive requirement of an EIR, not a mitigated negative declaration. Pub. Res. Code § 21100(b)(4). Because the IS/MND was the appropriate level of CEQA review for this Project, no alternatives analysis is required. Appellants may not speculate as to the Project's impacts in order to force an analysis not required by CEQA. Pub. Res. Code § 21168.5 (it is an abuse of the City's discretion to proceed in a manner not required by law or to make a determination not supported by substantial evidence).

## VI. The City Did Not Impermissibly Piecemeal Environmental Analysis of the Project

Appellants assert that the Project's environmental analysis is impermissibly piecemealed because it was not conducted as a coordinated EIR/EIS review between the City and the Tahoe Regional Planning Agency ("TRPA"). While "[a] Lead Agency under CEQA ***may*** work with" another agency governed by other environmental review legislation, such as the National Environmental Policy Act ("NEPA"), to prepare a joint document meeting the requirements of both CEQA and the other legislation, CEQA does not mandate it. CEQA Guidelines § 15170 (emphasis added). Similarly, in conducting its own environmental review, TRPA ***may*** rely on information contained in a CEQA or NEPA document, but a joint document is not mandated. TRPA Code of Ordinances § 3.7.3. To this end, there is no legal obligation to coordinate environmental review between the City and TRPA. Having the City's review in an IS/MND and TRPA's separate review is not impermissible piecemealing, as the IS/MND analyzed the whole of the action. CEQA Guidelines § 15378.

Supporting their demand for more proceduralism and paperwork, Appellants also demand that an EIR include TRPA-level visual simulations of the Project. This demand is misplaced. The IS/MND analyzed the Project's aesthetic impacts, including height and view corridor impacts, pursuant to CEQA Guidelines Appendix G thresholds. The IS/MND includes renderings of the Project and analyzes its impact on specified view corridors. Moreover, TRPA separately analyzed the Project's environmental impacts in compliance with TRPA's own environmental review requirements, culminating in permits approved by the TRPA Governing Board on June 24, 2026. CEQA does not require the City to duplicate TRPA's analysis or defer its approvals pending TRPA review.

## VII. Conclusion

We respectfully request that the City Council recognize the many environmental and community benefits that the Project would provide and, therefore, uphold the Planning Commission's approval of the Project by denying the Joint Appeal.

Sincerely yours,

HOLLAND & KNIGHT LLP



Ryan M. Leaderman
Bradley Brownlow
Deborah Brundy

cc: Eric Metz
Jason Drew
Chris Mundhenk
Kara Thiel, Esq.
Lewis Feldman, Esq.

Enclosure

# MEMORANDUM

| | | | |
|---|---|---|---|
| Date: | July 20, 2026 | Project Number: | 1903.03.25 |
| To: | John Hitchcock, City of South Lake Tahoe | | |
| From: | Chris Mundhenk | | |
| Subject: | Tahoe Keys Marina Redevelopment Project – Responses to principal grounds for appeal | | |

On June 23, 2026, the Tahoe Sierra Clean Air Coalition (TSCAC) and Sierra Club Tahoe Area Group submitted a statement of grounds for appeal to the approval by the City of South Lake Tahoe (City) Planning Commission of the Tahoe Keys Marina Redevelopment Project (Project). In general, the information presented in the comments identified below reiterates comments for which responses were previously provided during and following public review of the Draft IS/MND. This document provides substantive responses to the five principal grounds for appeal addressed in the June 23rd submittal.

Based on the responses provided below, as well as responses provided as part of the Final IS/MND and responses to subsequent comment letters provided to the City, the analysis and findings of the IS/MND prepared for the Project are considered valid, appropriate, and in accordance with California Environmental Quality Act (CEQA) requirements.

### Comment 1:

The Planning Commission's approval is not supported by substantial evidence, fails to proceed in the manner required by law under CEQA, and is inconsistent with applicable TRPA requirements. The following principal grounds demonstrate that a full EIR/EIS is required.

1. **Wildfire Evacuation, Public Safety, and Transportation Impacts** (IS/MND §§4.17 Transportation and 4.20.3(a) Wildfire): The IS/MND contains no adequate evacuation demand analysis, throughput modeling, emergency traffic simulation, roadway clearance times, or cumulative evacuation assessment for a Basin with documented severe bottlenecks. The Project's expansion (additional slips, visitor-serving uses, increased boat storage) exacerbates life-safety risks. This fails CEQA's fair argument standard and the Tahoe Regional Planning Compact's mandates for public health and safety protection. (See TSAC June 10 letter, Sections on Public Health/Safety and Evacuation; Bonta v. County of Lake)

*Response 1:*

The comment reiterates wildfire evacuation, public safety, and transportation impact concerns that were addressed in responses to comments included in the Final IS/MND (refer to Comments and Responses O3-6, O3-9, and O3-11 of the Final IS/MND, as well as responses to Section III of the June 10, 2026 letter from TSCAC). As noted in those responses and in Section 4.9 of the IS/MND, the Project area is located within a mix of locally-designated Moderate, High, and Very High Fire Hazard Severity Zones (FHSZs), trending higher in terms of risk

from west to east (CAL FIRE 2025). As noted on page 81 of the Draft IS/MND (as amended through responses to comments), evacuation routes in the vicinity of the Project are SR 89 and US 50, and the Project area does not extend or include either roadway. As such, the Project would not modify existing evacuation routes. Tahoe Keys Boulevard is an existing evacuation route and would remain accessible during both construction (with traffic control and coordination with SLT Fire Rescue and Public Works) and operation. The Project would participate in the CodeRED notification system, an evacuation map has been adopted for the Tahoe Keys area, and continued implementation of the City's evacuation plan was considered as part of baseline conditions during preparation of the IS/MND.

The Project is required to meet the 2022 California Fire Code (CCR Title 24, Part 9), which establishes regulations to safeguard against the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises. The Fire Code also establishes requirements intended to provide safety for and assistance to firefighters and emergency responders during emergency operations. The provisions of the Fire Code apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure throughout California. Chapter 33 (Fire Safety During Construction and Demolition) of the California Fire Code outlines general fire safety precautions to maintain required levels of fire protection, limit fire spread, establish the appropriate operation of equipment and promote prompt response to fire emergencies. The Fire Code includes regulations regarding fire-resistance-rated construction, fire protection systems such as alarm and sprinkler systems, fire services features such as fire apparatus access roads, means of egress, and fire safety during construction and demolition. The Project complies with current fire and building codes, and includes ignition-resistant construction, fire sprinklers, adequate hydrant flows, emergency/fire apparatus access, defensible space, and TRPA native vegetation requirements. The Project includes water storage tanks (up to 500,000 gallons) for fire flow and proposes to underground electrical lines, reducing ignition risk.

The site is flat and already fully developed, and is surrounded by water along the shoreline of Lake Tahoe. In addition, the Project would reduce on-site parking from 325 to 251 spaces, which would reduce the number of vehicles capable of being present within the Project area. If some employees and visitors were to not shelter in place due to the shoreline location due to an emergency event, such as a wildfire, the number of vehicles that may attempt to exit the Project area at any given time (including during an evacuation event) would be equivalent to or less than under existing conditions, and as a result, the Project would not exacerbate evacuation timing or vehicle delays along evacuation routes in the area. Refer to page 7 of Appendix D of the Draft IS/MND, which states that AM peak hour trips would remain the same and that PM peak hour trips would decrease by 37. With respect to the additional boat slips, the Project would not increase the number of in-water boat slips, contrary to assertions made by the commenter in this and prior comment letters. As explained in the final IS/MND, the IS/MND, and the Transportation Study prepared for the project (Appendix D), no change in operational intensity of the marina is anticipated. Refer to Response to Comment 01-6.

Further, the commenter asserts that the IS/MND is required to prepare a quantitative evacuation analysis citing *Bonta v. County of Lake* (2024) 105 Cal.Ap.5th 1222. Refer to Response to Comment 03-6. The *People ex rel. Bonta v. County of Lake* (2024) 105 Cal.App.5th 1222 is distinguishable from the Project on several grounds. The Guenoc Valley EIR (not an IS/MND, as inaccurately claimed by the appellants) was found deficient for several reasons, including its wildfire analysis. That EIR evaluated the development of a 16,000-acre largely undeveloped site with a mixed-use community that would generate approximately 6,500 new daily vehicle trips and more than 4,000 new residents. Portions of the Guenoc Valley site had also experienced wildfire events three times

since 2010. In contrast, the Project is a 16.5-acre commercial redevelopment project on a site that is already fully developed and has never burned with anticipated levels of use similar to existing conditions. Thus, a CEQA evaluation of a large, mixed-use project on an undeveloped site that has repeatedly burned in recent history is not comparable. Based on the evidence provided in Section 4.20 of the Draft IS/MND and taking into account the evidence presented above regarding the number of people/vehicles on-site at any given time being equivalent to or less than existing conditions under the Project, the Project would not increase wildfire-related impacts as a result of its implementation. Section 4.9.4 analyzes the Project's impact on evacuation routes and on-site ignition risks. Therefore, the wildfire risk analysis presented in the IS/MND is considered appropriate and valid and does not require amendment.

With respect to the TRPA Bi-State Compact, the comment refers to the initial declarations of the need to maintain public health values. However, contrary to this statement, the Project is considered consistent with the TRPA Bi-State Compact as it would provide a modernized facility that meets current Building Code requirements, including those related to fire safety and would increase water storage for use in responding to fire events in the area, should the need arise. Additionally, the Project includes space for on-site fire response services. Appellants' Comment 1 claims should be disregarded.

**Comment 2:**

2. **Hydrology, Water Quality, and Aquatic Resources** (IS/MND §§4.10 and 4.4): The IS/MND lacks sufficient site-specific hydrogeologic data, groundwater analysis, infiltration testing, and evaluation of stormwater performance in high water-table conditions with direct connectivity to the Tahoe Keys lagoons and Lake Tahoe. It also inadequately addresses aquatic invasive species (AIS) transport risks from in-water work and increased operations. Mitigation is vague, deferred, and unenforceable. The Project is inconsistent with Lake Tahoe's Tier 3 Outstanding National Resource Water (ONRW) antidegradation requirements, TRPA thresholds, the Total Maximum Daily Load (TMDL), and CEQA Appendix G. (See both letters for detailed analysis and precedents such as *Sundstrom v. County of Mendocino*.)

*Response 2:*

The comment reiterates prior comments provided on the IS/MND related to technical data and detailed design calculations not being presented in the IS/MND. Responses to this comment were provided in the Final IS/MND (refer to Responses to Comments L1-6, O2-2 through O2-4, and O3-3 through O3-7), as well as responses to Section IV of the June 10, 2026 letter from TSCAC). As noted in those responses, the IS/MND Section 4.10 appropriately evaluates hydrology and water quality impacts. The Project would install new stormwater infrastructure including permeable pavers, bioswales, surface infiltration basins, pervious landscaping, and underground stormwater storage/infiltration facilities designed to infiltrate the 20-year, 1-inch-per-hour storm event as required by TRPA Code Section 60.4. All proposed infiltration facilities also meet the groundwater separation requirements. The Project is also required to enroll in and comply with applicable Lahontan RWQCB permits, including preparation of a Stormwater Pollution Prevention Plan (SWPPP) by a qualified professional. The Lahontan Regional Water Quality Control Board (RWQCB) had provided comments on the Draft IS/MND (refer to Comment Letter L1 of the Final IS/MND) and acknowledged that water-quality impacts would be less than significant as a result of the Project's need to comply with applicable RWQCB permits. The Project must also comply with Marina General Permit R6T-2016-0038. The commenter does not identify a specific inadequacy in the stormwater design supported by substantial evidence; general assertions regarding groundwater conditions do not constitute substantial evidence of a significant impact.

With respect to AIS, no increases in the operational intensity of the marina is anticipated. Refer to Response to Comment O1-6. During construction, Mitigation Measure BIO-4 requires the inspection for and secure removal of any AIS detected during construction and is consistent with CEQA requirements in terms of adequacy and enforceability. The comment does not provide factual evidence impeaching the IS/MND's analysis or efficacy of Mitigation Measure BIO-4. General assertions unsupported by expert testimony do not meet the burden to demonstrate a fair argument of a significant impact.

As it pertains to the adopted mitigation measures from the IS/MND and as noted in the response to Section XV of the June 10, 2026 letter from TSCAC, the mitigation measures in the IS/MND are specific, enforceable, and tied to defined performance standards or regulatory requirements. Where measures reference compliance with applicable regulations (e.g., SWPPP preparation, Marina General Permit compliance, AIS HACCP requirements), these are existing, independently enforceable regulatory programs with defined standards and not vague future commitments. "[A] condition requiring compliance with regulations is a common and reasonable mitigation measure, and may be proper where it is reasonable to expect compliance." *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906. The regulatory agencies will require (and it is reasonable for the City to anticipate) compliance with regulations/standards applicable to the agencies' jurisdictions. The MMRP ensures implementation through identified responsible parties, timing requirements, and monitoring provisions. Mitigation is adopted as enforceable conditions of project approval. The commenter's general characterization of compliance-based mitigation as "deferred" does not accurately reflect the specificity of the measures as written and does not constitute substantial evidence warranting preparation of an EIR.

With respect to the commenter's statement that the Project is inconsistent with CEQA Appendix G, the environmental checklist questions provided in Appendix G were provided verbatim in the IS/MND and addressed in accordance with CEQA requirements. Appellants' Comment 2 claims should be disregarded.

**Comment 3:**

3. **Hazardous Materials and Cumulative Impacts**: (Reliance on a 2021 Phase I ESA without Phase II sampling, combined with reactive mitigation (HAZ-1), is insufficient for a site with historic fueling operations and known contaminants. Cumulative impacts analysis is impermissibly narrow and fails to address basin-wide AIS, water clarity, recreation capacity, and South Shore redevelopment. (See Sierra Club letter citing *Communities for a Better Environment v. City of Richmond* and related cases.)

*Response 3:*

The comment reiterates prior comments provided on the IS/MND related to the need for a Phase II environmental site assessment (ESA) and cumulative impacts. With respect to the need for a Phase II ESA and as noted in Response to Comments O1-4, O2-6, and O3-2 of the Final IS/MND, the Phase I ESA did not identify any recognized or controlled recognized environmental conditions. Further, the findings of the 2021 Phase I ESA were reverified in 2025, as documented on page 80 of the Draft IS/MND. The Draft IS/MND also provided reference to the determination of No Further Action by the Department of Toxic Substances Control (DTSC) as further evidence that no significant impacts would occur, contrary to the statement made in this comment. The comment does not present evidence of a subsurface soil condition but speculates about the potential existence of impacted soils based on the historic presence of on-site tanks.

With respect to cumulative impacts and as addressed in Responses to Comments O1-7, O2-9, I2-2, and I4-14 of the Final IS/MND and the response to Section XIII of the June 10, 2026 letter from TSCAC, the cumulative impact analysis used reasonably foreseeable past, present, and future projects within 1,000 feet of the project area and

is considered appropriate under CEQA Guidelines § 15130. The commenter's assertion that the cumulative analysis should encompass a broader geographic scope or additional projects reflects a preference rather than an identified CEQA deficiency supported by substantial evidence. Further, the stated items in this comment that the commenter asserts should have been considered in the IS/MND's cumulative analysis are either on-going/completed activities that were considered part of the baseline conditions against which the Project was evaluated or do not constitute a reasonably foreseeable project under CEQA, as stated (e.g., the comment's broad statement of South Shore redevelopment.) Appellants' Comment 3 claims should be disregarded.

**Comment 4:**

4. **Scenic, Visual, and Other Resources:** The 42-foot boat storage building and shoreline alterations lack adequate visual simulations and cumulative scenic assessment required for TRPA Chapter 66 compliance. (See Sierra Club letter.)

*Response 4:*

As noted in Response to Comment O2-8 of the Final IS/MND and the response to Appendix A, Section 5 of the June 10, 2026 letter from TSCAC, renderings were presented in the Draft IS/MND on pages 14 and 15. For purposes of CEQA, visual simulations are not a requirement for all visual analyses but can be used as a tool to further demonstrate with-project conditions. Additionally, and contrary to statements made in this comment, the applicant did prepare a scenic assessment report in compliance with TRPA Chapter 66. The report was considered by TRPA as part of its evaluation of the Project and consideration of an amendment to the TRPA Code of Ordinances with respect to building height. As noted in the Final IS/MND, the Project would partially modify views from the east, however the change in visual conditions at the Project area would not be considered a substantial adverse change, as it would be limited to views in close proximity to the Project area and would be partially obscured by existing vegetation and landscaping. Further, the Project provides a consistent design/aesthetic within the Project area, consistent with other development in the area and in contrast to existing development within the Project area. Appellants' Comment 4 claims should be disregarded.

**Comment 5:**

5. **Piecemealing, Alternatives, and TRPA Coordination:** The review improperly segments upland and water-dependent elements requiring TRPA approvals/amendments. A full range of alternatives (including reduced intensity and restoration-focused options) was not evaluated. A coordinated EIR/EIS review is required. (See both letters citing CEQA anti-piecemealing principals and precedents such as *Laurel Heights* and *Vineyard Area Citizens*.)

*Response 5:*

CEQA requires review of the "whole of the action" that is the subject of the agency approval, but CEQA does not require the City analyze separate approvals, ongoing maintenance activities, speculative future activities, or independent regulatory actions that are not a reasonably foreseeable consequence of the City's approval as appellants' comments demand. Refer to CEQA Guidelines §§ 15378(a), (b)(2), (c), (d). In Comment 5 the appellants' assert that the Project's IS/MND improperly segments upland and water-dependent elements requiring TRPA approvals and amendments. The comment doesn't specify which TPRA approvals and amendments are at issue. To the extent appellants claim that the TRPA approvals related to the marina's boat slips should have been analyzed as part of the Project in the IS/MND, appellants are wrong. The marina boat

slips constitute a separate project with independent utility that would have been completed irrespective of the Project and were properly excluded from the IS/MND.

Confusingly, Comment 5 cross references "letters" without specifying which letters are to be referenced, making it impossible to confidently discern the issues appellants are objecting to. To the extent the ambiguous cross reference refers to appellants' prior comment letters submitted on the IS/MND and to the Planning Commission, those comments do not identify areas of analysis that meet the legal standard for piecemealing. As noted in Responses to Comments O1-8 and I4-5, the Project (as evaluated in the IS/MND) reflects an application for redevelopment of the Project area, as considered by the Planning Commission on June 11, 2026. The whole of this action was analyzed in the IS/MND, despite appellants' non-specific, confusing and ambiguous claims to the contrary.

In any case, the City provided responses to each of appellants' comments submitted to the Planning Commission, explaining why the appellants' claims do not raise a foreseeable consequence of the Project not analyzed in the IS/MND. Refer to Responses to Comment Letters 01, 02, and 03, as well as responses provided to the City on June 11th related to TSCAC's June 10th letter.

- To the extent appellants claim that the IS/MND improperly piecemealed analysis of the Project's cumulative operational impacts related to AIS maintenance, please see Response to Comment O1-8, which explains that CEQA Guidelines § 15378(b)(2) provides that the definition of "project" does not include "[c]ontinuing maintenance activities." Please also see Response to Comment 01-7, which explains that basin-wide AIS management and the Lake Tahoe TMDL Program are existing programs that are part of the baseline conditions against which the IS/MND's analysis was conducted. In fact, appellants' Comment 01-3 admits that the TKPOA weed-control program is defunct and not moving forward. It necessarily follows that the TKPOA weed-control cannot be a Project component that must be analyzed in the IS/MND.
- To the extent appellants claim the IS/MND improperly piecemealed analysis of Project impacts related to aquatic invasive species, please Response to Comment 01-6. That response explains that MM BIO-4 identifies steps to be taken in the event of invasive species being detected during construction to ensure that their future spread is controlled and limited and requires inspections for and secure removal of any AIS. This impact was analyzed in the IS/MND despite appellant's claim to the contrary. Additionally, as noted in the IS/MND and in the Transportation Study prepared for the project (Appendix D), no change in operational intensity of the marina is anticipated as part of the proposed Project. The Project would not modify the number of slips or charters associated with marina operations. As such, no increase in marina operations are anticipated as a result of Project implementation despite appellants' claims to the contrary. The IS/MND properly analyzed the Project's reasonably foreseeable levels of operation and the impacts on aquatic invasive species disturbance from the Project's operations. It did not piecemeal these impacts from environmental review.
- To the extent appellants claim the IS/MND improperly piecemealed analysis of the Project's stormwater and hydrological impacts, please see Response to Comment 02-4, which explains that the IS/MND determined that stormwater would be treated within the Project area consistent with applicable federal, state, and local requirements (including TRPA). This was not improperly piecemealed analysis. It was included in the IS/MND.

- To the extent appellants claim the IS/MND improperly piecemealed analysis of the in-kind bulkhead replacement, please see Section 4.4 of the IS/MND (beginning on page 45), which analyzes the in-kind bulkhead replacement as part of the Project.
- To the extent appellants claim that the IS/MND improperly piecemealed analysis of the TRPA's code amendments to height provisions and road classifications, appellants are incorrect. With respect to TRPA's amendments to code provisions governing height, by its terms such amendment only applies to the Project site. The IS/MND fully analyzed Project impacts related to its height in Section 4.1 of the IS/MND (beginning on page 26). To the extent appellants claim that the IS/MND improperly piecemealed analysis of the TRPA's code amendments related to road classifications, the IS/MND fully analyzed the potential physical impacts of the Project related to roadways and transportation in Section 4.17, beginning on page 117. These impact analyses were not piecemealed.

Regarding appellants' claim that CEQA required the IS/MND to analyze a range of Project alternatives, please see Response to Comment 01-12, which explains that CEQA does not require an IS/MND to include an alternatives analysis. CEQA only requires an alternatives analysis to be included in a full environmental impact report, which is not required here because the Project's impacts are less than significant or can be reduced to less than significant with mitigation. Pub. Res. Code §§ 21064.5, 21080(c)(2).

With respect to appellants' claim that the Project required a combined EIR/EIS, appellants are mistaken. Although CEQA encourages combined CEQA/NEPA documents in certain instances, they are not mandated and, in any case, TRPA is not subject to NEPA. TRPA is subject to its own environmental review requirements as set forth in the Bi-State Compact and it too does not require a combined environmental review document for this Project. While "[a] Lead Agency under CEQA may work with" another agency governed by other environmental review legislation, such as NEPA, to prepare a joint document meeting the requirements of both CEQA and the other legislation, CEQA does not mandate it as demonstrated in CEQA Guidelines § 15170. Similarly, in conducting its own environmental review, TRPA may rely on information contained in a CEQA or NEPA document, but a joint document is not mandated per TRPA Code Section 3.7.3. To this end, there is no legal obligation to coordinate environmental review between the City and TRPA. Having the City's review in an IS/MND and TRPA's separate review is not impermissible piecemealing, as the IS/MND analyzed the whole of the action, consistent with CEQA Guidelines § 15378.

For the reasons set forth above, appellants' Comment 5 should be disregarded.

**From:** John Hitchcock
**To:** tylertahoe1@gmail.com
**Subject:** Notice of Appeal
**Date:** Monday, July 6, 2026 4:31:00 PM
**Attachments:** image001.png

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Dear Appellant,

The City Clerk has forwarded the appeal of the Tahoe Keys Marina Redevelopment Project to our Department. The appeal is scheduled for consideration by the City Council at its August 11, 2026, meeting. This is a day meeting, and the meeting begins at 8:30 a.m. The agenda and staff reports will be available on the Wednesday before the meeting at this link https://www.cityofslt.gov/84/Watch-City-CouncilCommission-Meetings

I have provided the City Council protocols for the appeal below.

Respectfully,

**John Hitchcock**
**Planning Manager**
City of South Lake Tahoe, CA
o/ (530) 542-7472
jhitchcock@cityofslt.us

CITY OF SOUTH LAKE TAHOE
www.cityofslt.us

The Development Services counter service is open to the public during the following business hours:
Monday, Wednesday, Thursday and Friday: 8:00am -12:00pm and 1:00pm – 3:30pm.

As the Development Services Department continuously works to improve our services, we would appreciate your feedback. Please take a moment to complete our customer service survey available at: https://www.surveymonkey.com/r/LSWQV5N.

Please visit the Planning Division homepage at https://cityofslt.us/142/Planning-Division.

To submit a Planning Application, please visit the City's permitting portal at eTRAKiT.

**V. APPEALS**

**1.** General Procedure - The Council procedure for the conduct of appeals is generally as

follows:

**a.** The Mayor explains the Council is considering the appeal of ___regarding___, and confirms that notice of the appeal hearing has been given to the Appellant.

**b.** Council hears evidence and testimony in the following order:

**i.** Any opening statement or remarks by the Appellant and/or Appellant's attorney and evidence or testimony from the Appellant (requested time limit - 10 minutes) followed by any questions by Councilmembers or others (including staff) who wish to ask questions (suggested time - 3 minutes per Councilmember).

**ii.** Any evidence or testimony from staff members concerning any issues raised surrounding this matter (time scheduled - 10 minutes), followed by comments by the applicant, if the applicant and Appellant are different parties. (requested time limit – 10 minutes), followed by any questions by the Appellant and Councilmembers (suggested time - 3 minutes per speaker).

**iii.** Any evidence or testimony from the appellant and/or appellants attorney in rebuttal to or in clarification of any other evidence or testimony presented, and any closing statement or remarks that the Appellant wishes to make (requested time limit - 5 minutes).

**iv.** Public Comment (time limit – 3 minutes per speaker)

**c.** The Mayor shall conduct the appeal in such a manner as to afford due process to the Appellant.

**d.** Following the presentation of testimony, the Council deliberates on the evidence and testimony presented, and votes on whether to grant the appeal, provided they have all the necessary information. If issues are raised during the appeal hearing that cannot be immediately responded to by Staff, the Hearing should be continued to have such information available for the appeal process.

**e.** The City Clerk announces the final decision of the Council.

Notice of Public Hearing
City of South Lake Tahoe City Council

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090, 65091 and 65856 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on **August 11, 2026, at 9:00 a.m.,** or as soon thereafter as possible, at City Hall, City Council Chambers, 1901 Lisa Maloff Way,South Lake Tahoe, to consider the following agenda tiem:

**Appeal of the Planning Commission decision approving File #DR25-007 (Tahoe Keys Marina Redevelopment Project), Granting Major Design Review, Special Use Permit, and a variance for a setback encroachment, and adoption of the project's IS/MND under CEQA.**

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk gov or at the address listed below.

City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City Council page of the City's website www.cityofslt.us or by contacting the City Clerk.

Susan Blankenship, City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150
(530) 542-6005



# Final Initial Study/Mitigated Negative Declaration

## Tahoe Keys Marina Redevelopment Project

South Lake Tahoe, California

**June 2026**

CITY OF SOUTH LAKE TAHOE

## Final Initial Study/Mitigated Negative Declaration

# Tahoe Keys Marina Redevelopment Project

## South Lake Tahoe, California

June 2026

**Prepared for:**

CITY OF SOUTH LAKE TAHOE

**City of South Lake Tahoe**
Development Services Department
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South Lake Tahoe, CA 96150

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**NCE Project No. 1259.03.25**

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**Appendix A**

Draft IS/MND (As Amended Through Responses to Comments)

# 1 Introduction

The Final Initial Study / Mitigated Negative Declaration (IS/MND) is an informational document intended to disclose the environmental consequences of approving and implementing the Tahoe Keys Marina Redevelopment Project (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA) as outlined below. The City of South Lake Tahoe (City) is the lead agency under CEQA. This document, together with the Mitigation Monitoring and Reporting Plan (MMRP) that was separately prepared and the Draft IS/MND (as amended through responses to comments), constitutes the Final IS/MND.

Pursuant to Section 15085 of the California Environmental Quality Act (CEQA) Guidelines, the City submitted a Notice of Intent to Adopt (NOI), a Notice of Completion, and a Public Review Draft Initial Study/Mitigated Negative Declaration (IS/MND) to the California State Clearinghouse for the proposed Tahoe Keys Marina Redevelopment Project (Project) on April 3, 2026. In addition, and consistent with Section 15072 of the CEQA Guidelines, the City posted the NOI with the El Dorado County Clerk. Due to a typographical error regarding the conclusion of public review for the IS/MND, a revised NOI was released on May 1, 2026, with public review concluding on June 1, 2026. Therefore, consistent with the requirements of Section 15105(b) of the CEQA Guidelines, the Draft IS/MND and NOI were available for public review for no less than 30 days. All comments received by the City between April 3, 2026, and June 1, 2026, were accepted and are addressed in this document. During the public review period for the Draft IS/MND, 2 agency comment letters, 3 organization comment letters, and 4 comment letters from individuals were received. These comment letters are presented and responded to in this document.

As discussed in the responses below, the comments received did not identify any additional significant effect(s), any increase in the severity of an impact identified in the Draft IS/MND, or any significant new information. Consistent with CEQA Guidelines Section 15073.5, recirculation of the Draft IS/MND is not required (CEQA Guidelines Section 15073.5).

# 2 Comments Received on the Draft IS/MND and Responses

## 2.1 Introduction

This section includes transcriptions of the comments received during the public review period on the Draft IS/MND and responses to those comments. Changes to the Draft IS/MND based on the City's consideration of public comments address are outlined in Section 3. The comments and responses plus the Public Review Draft IS/MND (as amended) and the MMRP comprise the Final IS/MND.

Several comments were received during public review of the Draft IS/MND that indicated a preference for or opposition to the proposed Project or elements of the Project. These types of comments addressing the Project's merits do not allege inadequacies in the Draft IS/MND or otherwise comment on the physical environmental conditions or impacts disclosed and evaluated as part of the Public Review Draft IS/MND and, therefore, do not warrant a response under CEQA. If the comment raises an environmental issue or question, this document provides a response directly. Regardless, all comments submitted on the Public Review Draft IS/MND that address the merits of the Project or Project elements will be part of the overall record for the Project, which will be provided to the decision-making body for their review. Where a comment raises a preference for or against the Project or an element of the Project, that fact is noted in the response, or the commenter is referred to this response.

The comment letters are transcribed in the responses and numbered in order of receipt by the City as listed in Table 1.

***Table 1. List of Commenters***

| Letter Number | Agency/Organization | Commenter | Date |
|---|---|---|---|
| ***State*** | | | |
| S1 | South Lake Tahoe Conservancy | Stuart Roll | 05/04/2026 |
| ***Local/ Regional*** | | | |
| L1 | Lahontan Regional Water Quality Control Board | | |
| ***Organization*** | | | |
| O1 | Friends of the West Shore | James Lyon | May 30, 2026 |
| O2 | Sierra Club Tahoe Area Group | Tobi Tyler | June 1, 2026 |
| O3 | Tahoe Sierra Clean Air Coalition | Doug Flaherty | June 1, 2026 |
| ***Individual*** | | | |
| I1 | N/A | Jesus Diaz | April 17, 2026 |
| I2 | N/A | Alan Miller | April 21, 2026 |
| I3 | N/A | Lisa Hodges | April 26, 2026 |
| I4 | N/A | Alan Miller | May 30, 2026 |

## 2.2 Public Comments on the Draft IS/MND

Comment letters and responses are numbered per the order they were received by the City, as identified in Table 1, above. They are ordered by sender affiliation and by date received.

### Comment Letter S1: South Lake Tahoe Conservancy – May 4, 2026

#### Comment S1-1:

Hope all is well.

Please find the attached Conservancy comment letter for the Tahoe Keys Marina Redevelopment CEQA document. As we say in the letter, we would be happy to share any biological documentation from the Marsh project, if that could be helpful.

***Response to Comment S1-1:***

The comment provides introductory information regarding the comment letter and offers to send biological documentation that the Conservancy conducted from the Upper Truckee River and Marsh Restoration Project, Sailing Lagoon Project Site. The comment does not address the adequacy of the environmental analysis provided in the IS/MND, and no further response is required. As noted below, the data referred to in this comment was reviewed during preparation of the Biological Resources Assessment (BRA) of the Project.

#### Comment S1-2:

The California Tahoe Conservancy (Conservancy), as a State Reviewing Agency, has the following comment on the Tahoe Keys Marina Redevelopment Project (Project) Initial Study/Mitigated Negative Declaration (IS/MND). A California endangered species, the willow flycatcher (Empidonax traillii), is present within the Biological Study Area however the species is not mentioned in the Project CEQA document.

The willow flycatcher is listed under the California Endangered Species Act, and the Conservancy has documented its presence in the Upper Truckee Marsh within half a mile of the proposed Project. As part of the Conservancy's Upper Truckee Marsh Restoration Project, biologists surveyed for and identified the presence of willow flycatchers, with potential breeding activity in dense willow vegetation, at the confluence of Trout Creek and the mouth of the Upper Truckee River within the Upper Truckee Marsh.

Please consider including this information in the Project's final CEQA document. The Conservancy can provide the wildlife survey information that documents the willow flycatcher detections and habitat in the Upper Truckee Marsh, to the City of South Lake Tahoe.

In summary, we appreciate the opportunity to provide comments on the public draft IS/MND. Please feel free to reach out to my staff with any questions regarding this comment.

***Response to Comment S1-2:***

The comment states that the willow flycatcher is not mentioned in the Tahoe Keys Marina IS/MND and requests consideration of the species as part of the Final IS/MND. Willow flycatcher was considered as part of the environmental analysis for the IS/MND, as shown in the BRA provided as Appendix B to the IS/MND. On Table 2 on pages 15 and 16 of the BRA, it is noted that willow flycatcher was not observed during surveys of the Project area, and the Project area does not present suitable habitat for the species. Based on the surveys and background research conducted, the potential for willow flycatcher to be affected by the Project was

determined to be "Unlikely." The BRA does include information, as confirmed by the attachment to this comment, that the Conservancy noted recent detections within 1,500 feet of the Project area. With respect to consideration of this information as part of the Final IS/MND, the IS/MND does acknowledge the potential for disturbance of special status birds, which would include willow flycatcher, during construction and provides mitigation measures that require preconstruction surveys and establishment of no disturbance buffers, as necessary. MM BIO-2 requires a preconstruction survey for species identified in the BRA/LSAA. MM BIO-3 requires training of construction personnel by a qualified biologist in visual identification of special status species. MM BIO-5 requires weekly monitoring (or at another interval otherwise specified in permits) of special status species by a qualified biologist to ensure no take of special status species occurs during Project implementation. The biologist is authorized by BIO-5 to stop any Project activity that may impact special status species in the Project area. Based on the lack of suitable habitat within the Project area and the mitigation measures presented within the Draft IS/MND related to the disturbance of special status birds, further consideration of willow flycatcher is not considered necessary.

## Comment Letter L1: Lahontan Regional Water Quality Control Board – June 1, 2026

### Comment L1-1:

The Lahontan Regional Water Quality Control Board (Water Board) staff have reviewed the draft Initial Study/ Mitigated Negative Declaration (IS/MND), for the Tahoe Keys Marina Redevelopment Project (Project). The draft IS/MND was prepared by Nichols Consulting Engineers (NCE) and submitted in compliance with provisions of the California Environmental Quality Act (CEQA). Water Board staff, acting as a responsible agency, is providing these comments to specify the scope and content of the environmental information germane to our statutory responsibilities pursuant to CEQA Guidelines, California Code of Regulations (CCR), title 14, section 15096. Water Board comments are outlined below.

**PROJECT DESCRIPTION**

The Project site is located at 2435 Venice Drive East, South Lake Tahoe, El Dorado County and within the Lake Tahoe Hydrologic Unit. The Project area is 16.5 acres and proposes redeveloping the existing Tahoe Keys Marina (TKM). The Project includes demolishing three existing marina buildings, ancillary structures, parking lots, and utilities, and constructing new buildings, parking areas, entrances, and upgraded utilities, including improved water connections to Venice Drive East and Tahoe Keys Boulevard. New facilities would include a 52,600-square-foot indoor boat storage building with water tanks, three workforce housing units to replace those removed, and space for restaurants, retail, concessions, and boat sales. The boat launch and gantry crane would be relocated, and the lagoon-side bulkhead would be replaced. A major component of the Project is bringing the site into compliance with water quality best management practices (BMPs) and supporting aquatic invasive species (AIS) control.

**POTENTIAL PROJECT IMPACTS**

The draft IS/MND states that the project will have a less than significant impact with mitigation incorporated. Impacts to water quality will be mitigated through enrollment and compliance with all applicable Water Board permits as discussed in the Permits Required section below.

**WATER BOARD AUTHORITY**

All groundwater and surface waters are considered waters of the state. All waters of the state are protected under California law. State law assigns responsibility for protection of water quality in the Lahontan Region to the Water Board. Some waters of the state are also waters of the U.S. The Federal Clean Water Act (CWA) provides additional protection for those waters of the state that are also waters of the U.S.

The Water Quality Control Plan for the Lahontan Region (Basin Plan) contains policies that the Water Board uses with other laws and regulations to protect the quality of waters of the State within the Lahontan Region. The Basin Plan sets forth water quality standards for surface water and groundwater of the Region, which include designated beneficial uses as well as narrative and numerical objectives which must be maintained or attained to protect those uses. The Basin Plan can be accessed via the Water Board's web site at: Basin Plan - References | Lahontan Regional Water Quality Control Board (ca.gov)

Section 13243 of the California Water Code gives Regional Boards, in Basin Plans or waste discharge requirements, authority to "specify certain conditions or areas where the discharge of waste, or certain types of waste, will not be permitted."

***Response to Comment L1-1:***

The comment provides introductory information regarding the Regional Water Quality Control Board's (RWQCB's) jurisdiction and understanding of the Project as evaluated in the IS/MND. The comment does not address the adequacy of the environmental analysis provided in the IS/MND, and no further response is required. As noted below, the data referred to in this comment was reviewed during preparation of the Biological Resources Assessment (BRA) of the Project.

**Comment L1-2:**

**PERMITS REQUIRED**

The following Water Board permits apply to the following activities:

- Clean Water Act Section 401 Water Quality Certification for impacts to federal waters (waters of the U.S.), or dredge and fill WDR for impacts to waters of the state, both issued by the Water Board.
- The NPDES stormwater program regulates stormwater discharges from construction activities that disturb one or more acres of soil, or whose projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the NPDES General Permit for Discharges of Storm Water Associated with Construction Activity, Order 2022-0057-DWQ. Construction activity subject to this permit includes demolition, clearing, grading and disturbances to the ground such as staging areas, stockpiling or excavation. A completed application should be submitted through the State Water Board's Storm Water Multi-Application and Report Tracking System (SMARTS) at: https://smarts.waterboards.ca.gov.

***Response to Comment L1-2:***

The comment provides a summary of the anticipated permitting needs for the Project. The information presented in this comment is consistent with the Draft IS/MND's identification of responsible agencies, as presented on page 22 of the Draft IS/MND. The comment is noted, and no further response is required.

**Comment L1-3:**

**LAHONTAN BASIN PLAN WASTE DISCHARGE PROHIBITIONS**

For the Lake Tahoe Hydrologic Unit, the Basin Plan at page 5.2-1 specifies waste discharge prohibitions that apply to the Project:

a) The discharge, attributable to human activities of any waste or deleterious material to surface waters of the Lake Tahoe HU is prohibited.

b) The discharge attributable to human activities of any waste or deleterious material to land below the highwater rim of Lake Tahoe or within the 100-year floodplain of any tributary to Lake Tahoe is prohibited.

The Water Board may grant exemptions to these waste discharge prohibitions for certain categories of projects and when certain findings can be made.

To grant an exemption to prohibition 1, above, the Water Board must find that:

a) The discharge of waste will not, individually or collectively, directly or indirectly, adversely affect beneficial uses, and

b) There is no reasonable alternative to the waste discharge, and

c) All applicable and practicable control and mitigation measures have been incorporated to minimize potential adverse impacts to water quality and beneficial uses.

For prohibition 2, above, the Water Board may grant exemptions under the following circumstances:

a) For repair or replacement of existing structures, provided that the repair or replacement does not involve the loss of additional lake habitat, or SEZ or floodplain function. Prior to granting any such exemption, the Regional Board shall require that all applicable and practicable control and mitigation measures have been incorporated into the project to minimize any discharges of wastes to surface waters during or following construction.

**Water Board Comment:** The Project proponent should ensure that the Project meets the Basin Plan exemption criteria and adequate information is provided to support the Water Board's development of these findings, which must be included in Project permits issued by the Water Board, such as Clean Water Act section 401 Water Quality Certification or Waste Discharge Requirements (WDR).

***Response to Comment L1-3:***

The comment requests review of the Project's consistency with the Basin Plan exemption. As noted in this comment, the application process for the exemption requires additional information related to how the Project qualifies for the exemption under prohibition 1 to be provided as part of its application packages for consideration, review, and approval by the RWQCB, pending approval of the Project by the City Planning Commission. Information regarding the Project's eligibility for the exemption will be provided at the time of application.

**Comment L1-4:**

**OTHER CONCERNS**

In addition to the requirements described above, Water Board staff concerns include the following:

- **Marina Dredging:** Maintenance dredging is a recurring activity that has occurred at the Tahoe Keys Marina and is regulated under Waste Discharge Requirements. Locations within the Project area that

are proposed to be developed have historically been used as a dewatering and temporary storage location for dredge spoils. If dewatering is expected to occur within the Project area in the future, a comprehensive analysis should be conducted to ensure this activity is compatible with the current design plans and should be included in the IS/MND.

***Response to Comment L1-4:***

The comment requests consideration of the potential dewatering of dredged material from Tahoe Keys Marina if appropriate, as part of the IS/MND. Routine/periodic dredging of the Tahoe Keys Marina is not a component of the Project, and dewatering of dredged material from Tahoe Keys Marina is not anticipated to be conducted within the Project area during construction or operation of the Project. Dredging within the lagoon is an ongoing and periodic activity undertaken by the TKPOA, which is separate from the Project, and the activity is permitted by the RWQCB and TRPA. Should later lagoon maintenance activities require consideration of dewatering of dredged material within the Project area, the Project area has adequate storage space within paved parking areas to manage and to treat marina related dredging material before it is hauled off-site to an appropriate/approved location. It should be noted that as part of the Project, excavation of some soil material may be required to construct the new boat launch, which would be appropriately stored on-site until such time as it is hauled off-site to an appropriate/approved location.

As described in the Project Description in the IS/MND, construction of the new boat launch will likely require a temporary sheet pile perimeter to control turbidity and allow for the excavation of material to create the terminal slope into the water. Turbidity curtains would be installed around the temporary wall as secondary containment. The pre-cast ramps would be slid into place and secured with sheets and/or steel beams. Large rock or gravel would then be installed as a revetment to ensure the shoreline is stabilized. In water work would require an LSAA from CDFW, 404 permit from USACE, and 401 certification from the Lahontan RWQCB. In compliance with the Construction General Permit, a SWPPP would be developed for the Project by a qualified SWPPP professional. The SWPPP, consistent with the Construction General Permit, would identify and require temporary BMPs (e.g., tarping of any stockpiled materials or soil; use of silt fences, fiber rolls, dust control, tracking control, etc.) and permanent BMPs (e.g., structural containment, revegetation, stabilization) for use in all construction areas to reduce or eliminate the discharge of soil, surface water runoff, and pollutants during all excavation, grading, trenching, repaving, or other ground-disturbing activities. “[A] condition requiring compliance with regulations is a common and reasonable mitigation measure, and may be proper where it is reasonable to expect compliance.” *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906.

**Comment L1-5:**

- **Marina General Permit:** The Tahoe Keys Marina is currently enrolled under Order No. R6T-2016-0038, General Waste Discharge Requirements and National Pollutant Discharge Elimination System Permit for Storm Water Runoff Associated with Marina Operations. Changes implemented under this Project may require the update and resubmittal of management plans required under the Order including a Storm Water Pollution Prevention Plan (SWPPP) or a BMP Project Plan for construction storm water activities involving less than one acre of disturbance, a Marina Pollution Prevention Plan (MPPP), a Discharger Monitoring Plan (DMP), and a Marina Surface Water Monitoring Plan (MSWMP).

***Response to Comment L1-5:***

The comment notes that implementation of the Project may require updates to current coverage for Tahoe Keys Marina under Order No. R6T-2016-0038, General Waste Discharge Requirements and National Pollutant Discharge Elimination System Permit for Storm Water Runoff Associated with Marina Operations. As part of the permitting for the Project and prior to initiation of construction, the applicant would work with the RWQCB to prepare any necessary updates to the plans identified in this comment, including a MPPP, DMP, and MSWMP.

**Comment L1-6:**

- **Stormwater:** The Project proposes stormwater upgrades that would improve stormwater capture systems on site, including a new drainage system, permeable pavement, landscaping/bioswales for stormwater retention, and an underground stormwater storage and infiltration system. Design specifications indicate on-site storm drain facilities would be designed to infiltrate the 20-year 1 inch per hour storm event, however site plans are not included. The Water Board supports the use of Low Impact Development (LID) techniques and Green Infrastructure (GI) in order to improve site hydrology.

***Response to Comment L1-6:***

The comment requests consideration of LID and GI as part of on-site drainage improvements that would be implemented as part of the Project. As development plans are refined and as part of future permit packages to the RWQCB, additional details regarding how and where site drainage and storm drain facilities will be placed and how they will be managed will be provided to the RWQCB. The RWQCB's preference for the use of LID and GI is noted and will be considered with future design and planning of the Project. Of note, the currently proposed design of stormwater facilities uses GI as the primary means of treatment, consistent with the commenter's request.

As explained in the IS/MND, the Project would modernize and improve existing on-site stormwater collection and treatment infrastructure to comply with City Code, NPDES and TRPA requirements. The Project would replace existing pavement with permeable pavement, and areas not covered by pavement or facilities would include landscaping and be designed to capture stormwater and facilitate groundwater recharge. On-site storm drain facilities would be designed to infiltrate the 20-year 1 inch per hour storm event as required by TRPA Code Section 60.4. Additionally, the Project is required to prepare a SWPPP as described in response to Comment L1-4. Through compliance with existing regulations, including the Clean Water Act, TRPA Code, NPDES requirements, and the South Lake Tahoe City Code, the Project would improve stormwater capture systems within the Project area, compared to existing site conditions, including the provision of an underground infiltration basin, landscaping, and permeable pavement.

**Comment L1-7:**

- **Bulkhead and Boat Ramp:** Construction of the replacement bulkhead and boat launch will impact surface waters of Lake Tahoe which are Waters of the US/Waters of the State. As stated above, 401 Water Quality Certification will be required. As part of the certification process, an Aquatic Invasive Species Hazard Analysis and Critical Control Point Plan (AIS HACCP) will need to be submitted and approved by the Water Board. This is a preventive management plan that identifies and controls the steps in a project where aquatic invasive species could be introduced or spread.

***Response to Comment L1-7:***

The comment notes that an AIS HACCP will be required as part of the Project's 401 Water Quality Certification application package. The comment is noted, and if approved, the applicant will submit an AIS HACCP as part of its application for 401 Certification under the Clean Water Act (CWA). The Project Description in the IS/MND explains, a significant element of the Project is bringing the site into compliance with water quality best management practices and assisting in controlling aquatic invasive species. In addition to the AIS HACCP, MM BIO-4 requires that any construction equipment and materials that enter or leave the lagoon will be inspected for AIS, and if needed, decontaminated prior to the start of the Project. Decontamination protocol will be implemented in a manner consistent with TRPA's Aquatic Invasive Species Management Program. Equipment and materials will be cleaned, free of dirt, vegetation material, and other debris prior to entering the lagoon. Re-inspection and decontamination of equipment and materials at the end of the Project will also be conducted to avoid spreading AIS from TKM to other locations. MM BIO-2 includes measures to prevent contamination during removal of the bulkhead, including secure disposal of plants or invertebrates. Any drainage inlets near bulkhead materials will be modified to prevent AIS contaminated water from flowing back into the lagoon.

**Comment L1-8:**

- **Snow storage capacity:** Storage needs and capacity of all infrastructure should be evaluated for peak snow events during peak snow years, as well as for rain on snow events. Snow storage capacity needs should be assessed in volume rather than surface area to ensure that the designated storage locations contain the capacity required for peak snowstorms during peak snow years. Best Management Practices (BMP) include:
    - Prevent discharges of excess pollutants to watercourses from snow removal and storage practices.
    - Snow storage must not be near or within drainage ways, including surface waters, ephemeral drainages, permanent stormwater BMPs, and stormwater conveyance/inlet infrastructure, unless a berm or other BMP has been constructed to protect sensitive areas.
    - Snow storage areas must be paved, sited and sized to accommodate the expected volume of snow, visibly delineated, and with appropriate BMP installed to minimize pollutant and runoff impacts. If a storage area cannot be paved, BMP must be implemented for unpaved storage areas to prevent soil disturbance and compaction.
    - Inspect and maintain designated snow storage areas to ensure effective infiltration rates and remove accumulated sediment, traction sand, trash, and debris.

***Response to Comment L1-8:***

The comment requests that the Project assess snow storage capacity needs. Based on current design plans for the Project, adequate snow storage is available within the proposed landscape areas of the Project area, including those located along Venice Drive East and central to the proposed parking lot to be located east of the proposed boat storage facility. Consistent with the comment's request, the snow storage needs were determined based on the projected volume of snow and the capacity of the proposed snow storage areas to accommodate the projected volume. The BMPs identified in this comment are noted and would be implemented as part of the Project, as appropriate.

## Comment Letter O1: Friends of the West Shore – May 30, 2026

### Comment O1-1:

Friends of the West Shore ("FOWS") submits these comments on the Initial Study and Mitigated Negative Declaration ("IS/MND") for the Tahoe Keys Marina Redevelopment Project ("Project"). FOWS works to protect the water quality, clarity, and ecological health of Lake Tahoe. Because the Tahoe Keys lagoon system is the documented epicenter of aquatic invasive species ("AIS") in Lake Tahoe and the source population for infestations that threaten the entire shoreline—including the West Shore—FOWS has a direct and substantial interest in any project that disturbs the Keys, its bulkheads, and its waters.

For the reasons below, the record contains substantial evidence supporting a fair argument that the Project may have significant effects on the environment. Under the California Environmental Quality Act ("CEQA"), the City may not adopt a Mitigated Negative Declaration and must prepare a full Environmental Impact Report ("EIR"). For the same reasons, FOWS requests that the Tahoe Regional Planning Agency ("TRPA") prepare a full Environmental Impact Statement ("EIS") under Article VII of the Tahoe Regional Planning Compact rather than processing the Project on an Initial Environmental Checklist.

FOWS has reviewed the comments submitted by the Sierra Club Tahoe Area Group and concurs with and incorporates them by reference—particularly its technical analysis of stormwater-treatment feasibility in shallow groundwater, Lake Tahoe's Outstanding National Resource Water (Tier 3) antidegradation status, scenic and building-massing impacts, transportation and wildfire-evacuation impacts, and special-status species including Tahoe yellow cress. To avoid duplication, FOWS does not repeat those points and instead directs these comments to the legal sufficiency of the City's chosen review pathway and to site-specific conditions not otherwise developed.

#### *Response to Comment O1-1*

The comment provides introductory information related to its subsequent comments and refers to additional comments purportedly submitted by the Sierra Club Tahoe Area Group (Letter O2), even though those comments by the Sierra Club Tahoe Area Group (Comment Letter O2) were not submitted to the City at the time that the commenter submitted its comment letter. The comment also broadly requests preparation of an EIR by the City and an EIS by TRPA. With respect to this comment's incorporation by reference of Letter O2, please refer to the specific responses provided for Letter O2. Additionally, and as demonstrated below in the specific comments that are summarized here, the IS/MND issued by the City is considered appropriate, adequate, and in accordance with CEQA requirements, contrary to the statements made in this comment.

### Comment O1-2:

**I. The Governing Standard Is the "Fair Argument" Test, Not the City's Own Conclusion.**

An MND is permissible only where there is no substantial evidence that the project, as revised, may have a significant effect on the environment. (CEQA Guidelines § 15070.) Where substantial evidence supports a fair argument that the project may have a significant effect—even if other evidence supports the opposite conclusion—the lead agency must prepare an EIR. (Guidelines § 15064(f)(1); No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68; Friends of "B" Street v. City of Hayward (1980) 106 Cal.App.3d 988.) This is a low threshold and a question of law; the contrary opinions of the City and the Project proponent's consultants do not defeat a fair argument. Comments and factual observations from the public and organizations, including lay testimony, constitute substantial evidence. (Pocket Protectors v. City of Sacramento (2004) 124 Cal.App.4th 903.)

***Response to Comment O1-2***

The comment provides a definition of when an EIR is required under CEQA and is noted. The comment does not address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required.

**Comment O1-3:**

**II. The Responsible Agencies and a Controlling Court Decision Have Already Determined That Environmental Work in the Tahoe Keys Lagoons Requires Full Environmental Review.**

The Tahoe Keys were created in the late 1950s and 1960s by dredging and filling roughly half of the 1,600-acre Upper Truckee Marsh—historically Lake Tahoe's single largest and most effective natural filter, fed by the Upper Truckee River and Trout Creek, which together deliver more than one-third of the lake's tributary inflow. The destruction of that marsh is widely regarded by scientists as a pivot point in the decline of Lake Tahoe's clarity. Today the Keys lagoons are the documented epicenter of AIS in the basin: invasive aquatic plants cover more than 90 percent of the 172-acre lagoon system and serve as the source population for infestations lakewide, including Emerald Bay. The California Tahoe Conservancy is concurrently expending public funds to restore the adjacent marsh and to wall off and convert an AIS-infested lagoon back to functional wetland. This is among the most studied, most contested, and most ecologically sensitive water bodies in the Tahoe Basin—the antithesis of a setting in which redevelopment impacts are self-evidently insignificant.

More directly, the responsible agencies have already confronted the adequacy of streamlined review in these exact waters. When the Tahoe Keys Property Owners Association ("TKPOA") sought to address the lagoon weeds, TRPA and the Lahontan Regional Water Quality Control Board ("Lahontan") initially prepared the same kind of streamlined documents the City relies on here—a TRPA Initial Environmental Checklist and a CEQA Initial Study—and expressly found that those documents lacked sufficient data to determine the project's environmental effects. The agencies escalated to a full Joint EIR/EIS, which they certified in January 2022. In other words, the agencies with the deepest expertise in these lagoons have already determined that a checklist and initial study are inadequate to evaluate in-water work in the Tahoe Keys.

That Joint EIR/EIS and its approvals were then set aside by the courts. In *Sierra Club Tahoe Area Group and California Sportfishing Protection Alliance v. Lahontan Regional Water Quality Control Board* (El Dorado County Superior Court, Hon. Gary Slossberg), the court issued a writ of mandate on April 25, 2024, finding that the Board "abused its discretion," vacating the project approvals, and ordering the Board to withdraw its certification of the Final EIR because it failed to analyze the reasonably foreseeable consequences of repeated future herbicide applications. Lahontan formally rescinded the approvals in 2025 (Resolution No. R6-2025-0015).

The implication for this Project is decisive. The City proposes to approve landside and inwater redevelopment of the very marina embedded in these lagoons—including replacement of approximately 1,600 linear feet of sheet-pile bulkhead and other in-water work—on nothing more than an MND. It cannot credibly find no potentially significant effect when the responsible agencies have already concluded that a checklist and initial study are insufficient for this lagoon system, and when a court has held that even a full EIR for work in these waters was legally inadequate. At a minimum, this record is itself substantial evidence of a fair argument that compels an EIR

***Response to Comment O1-3***

The comment states that preparation of an IS/MND should be considered improper based on a separately prepared document related to treatment of AIS within the broader Tahoe Keys development. However, the

EIR/EIS to which the comment refers is not applicable to the Project. The project evaluated in that EIR/EIS involved a much broader but distinctly separate area (refer to Figure 2-4 on page 2-10 of the Draft EIR/EIS). Further, the document was found deficient due to its lack of analysis regarding the application of herbicides and did not hold that all projects with in-water work require an EIR/EIS. The Project as evaluated in the IS/MND would involve the placement of a new bulkhead in front of the existing bulkhead to minimize potential in-water work and protect water quality. No application of herbicides is proposed. The IS/MND includes mitigation measures to prevent significant impacts from removal of the bulkhead. BIO-4 requires inspections for and secure removal of any AIS. The proposed bulkhead is an in-kind replacement subject to an LSAA from CDFW, 404 permit from USACE, and 401 certification from the Lahontan RWQCB. These permits require measures to maintain water quality standards through on-site BMPs and waste discharge requirements. The replacement boat ramp and bulkhead would not modify existing drainage patterns. All in-water work will have deployed turbidity curtains surrounding specific work areas. Turbidity monitoring will be required within and outside the turbidity curtains. If turbidity levels exceed the threshold established by the RWQCB during the permitting process, then the construction approach and BMPs will be modified so the Project can proceed within the compliance threshold. The comment provides no evidence that these controls are insufficient to mitigate any potential impact from replacement of the bulkhead. The comment is speculative. CEQA requires analysis of reasonably foreseeable indirect impacts. “A change which is speculative or unlikely to occur is not reasonably foreseeable.” CEQA Guidelines § 15064. No further response is required.

### Comment O1-4:

**III. Independent Substantial Evidence Likewise Supports a Fair Argument of Significant Effects.**

1. **The site has never been subsurface-characterized, and hazardous-materials mitigation is improperly deferred.** Beyond the asbestos and lead in the buildings to be demolished, the IS/MND discloses that the marina has operated since approximately 1970, that five boat fueling stations sit immediately adjacent to the bulkhead, and that gasoline is stored on site in a 12,000-gallon aboveground tank— yet the only investigation in the record is a 2021 Phase I Environmental Site Assessment, a records review with no soil or groundwater sampling. No Phase II investigation has been performed. The sole hazards measure, HAZ-1, is purely reactive: stop work only “if stained soil, hydrocarbon odor, or other indicators of contamination are encountered” during excavation. Deferring the very investigation that would establish whether contamination exists—and tying the response to what a contractor happens to notice—is impermissible deferred mitigation and an inadequate baseline. (Sundstrom v. County of Mendocino (1988) 202 Cal.App.3d 296; Communities for a Better Environment v. City of Richmond (2010) 184 Cal.App.4$^{th}$ 70; Save Our Peninsula Committee v. Monterey County (2001) 87 Cal.App.4th 99; Guidelines § 15126.4(a)(1)(B).) The risk is acute precisely because the site discharges to a Tier 3 Outstanding National Resource Water: the City cannot certify that excavation and in-water work will have a less-than-significant effect on lake water quality without first characterizing the contaminants that work may mobilize.

### *Response to Comment O1-4*

The comment expresses concern that the mitigation provided in the IS/MND is deferred and subsurface testing should be conducted. However, preparation of a Phase I Environmental Site Assessment (ESA) is considered standard practice with respect to determining whether or not potential hazardous conditions exist both above

and below ground. As noted on page 80 of the IS/MND, the Phase I ESA did not identify any recognized or controlled recognized environmental conditions. Additionally, this evaluation was updated and confirmed in 2025 to ensure its validity. Had evidence of potential recognized environmental conditions been identified, preparation of a Phase II ESA would be warranted. However, no such evidence was encountered, and as a result, preparation of a Phase II ESA is not warranted. The comment does not present evidence of a subsurface soil condition but speculates about the existence of impacted soils based on the presence of on-site tanks and attempts to draw a connection between inclusion of the mitigation measure and an acknowledgement of a potential impact. However, this is an improper connection and invalid for the purposes of fair argument. As noted on page 85 of the Draft IS/MND, the RWQCB issued a No Further Action determination for the entire site, based on evidence. Out of an abundance of caution and understanding the sensitivity of the area, Mitigation Measure HAZ-1 was included as part of the IS/MND. The comment does not present evidence to support its conclusion, and is based on speculation. The conclusions of the IS/MND with respect to hazardous materials are considered appropriate, valid, and based on substantial record evidence.

**Comment O1-5:**

2. **In-water and shoreline impacts are analyzed by deferral to future permits, not on the merits.** Replacement of approximately 1,600 linear feet of sheet-pile bulkhead with new 34-foot piles, relocation of the boat launch and gantry crane, and management of dredged sediment all occur within waters of the State and of the United States. The IS/MND resolves every water-quality question to "less than significant" by pointing to compliance with future regulatory processes (a CWA Section 404 permit, a CDFW 1602 agreement, an NPDES SWPPP, and the TRPA Code). Reliance on the existence of other agencies' permit programs is not a substitute for the project-specific impact analysis CEQA requires; it improperly defers both the analysis and the formulation of enforceable mitigation to a later, nonpublic stage.

***Response to Comment O1-5***

The comment states that the IS/MND improperly defers analysis by pointing to future regulatory processes. However, compliance with the requirements of various regulations, including the Clean Water Act, National Pollutant Discharge Elimination System, and TRPA Code, would ensure that no significant impacts would occur. The reference to the regulations and the potential requirements that they would place on the Project is considered appropriate and in accordance with CEQA's mandate. "[A] condition requiring compliance with regulations is a common and reasonable mitigation measure, and may be proper where it is reasonable to expect compliance." *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906. The comment does not present any evidence of impacts that would not be addressed through regulatory compliance, and no further response is required.

**Comment O1-6:**

3. **The construction-phase AIS risk—distinct from operational intensity—is unanalyzed.** Independent of the boating-intensity concerns addressed in the Sierra Club's comments, the IS/MND reduces the AIS risk of the construction itself to a single measure (BIO-4) relying on equipment inspection and a "dry/freeze" period during bulkhead removal. Invasive plants in these lagoons spread by fragmentation; prolonged, large-scale in-water disturbance of a system where invasives cover more than 90 percent of the surface presents an obvious risk of fragmenting and mobilizing AIS—into waters that are themselves the subject of the active,

litigated lagoon weed-control program. The adequacy and enforceability of BIO-4, and the Project's reasonably foreseeable long-term operations, are disputed technical questions that constitute substantial evidence of a fair argument. (Laurel Heights Improvement Assn. v. Regents (1988) 47 Cal.3d 376.)

***Response to Comment O1-6***

The comment states that further analysis of AIS risk is necessary. The comment also refers to a purported increase in operational intensity as a result of the Project. However, as noted in the IS/MND and in the Transportation Study prepared for the project (Appendix D), no change in operational intensity of the marina is anticipated. As shown on page 5 of the Transportation Study prepared by LSC, the Project would not modify the number of slips or charters associated with marina operations, and as such, no increase in marina operations are anticipated as a result of implementation of the Project. With respect to Mitigation Measure BIO-4 the comment broadly questions the enforceability of the proposed mitigation measure but does not state why it should be considered inadequate or unenforceable, and no further response regarding its adequacy or enforceability is required. MM BIO-4 identifies steps to be taken in the event of invasive species being detected during construction to ensure that their future spread is controlled and limited. MM BIO-4 also requires inspections for and secure removal of any AIS. The proposed bulkhead is an in-kind replacement subject to an LSAA from CDFW, 404 permit from USACE, and 401 certification from the Lahontan RWQCB. The Project may expect the agencies issuing these permits to comply with all measures related to reducing the risk of AIS. *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906. Further and more broadly with respect to the control of AIS within the Tahoe Basin, the IS/MND assumes that all watercraft coming to the Project area would submit themselves for AIS inspection at an existing inspection station operated as part of TRPA's existing AIS Inspection Program and consistent with TRPA Code requirements. The Project's improved and regulatory compliant processes will reduce the risk of AIS in comparison to existing conditions.

**Comment O1-7:**

4. **The cumulative-impacts analysis is unlawfully narrow.** The IS/MND limits the cumulative universe to a single nearby waterline project roughly 850 feet away and concludes the Project is in a "relatively isolated location." That framing ignores the reasonably foreseeable context that defines these waters: the Upper Truckee Marsh restoration, the Tahoe Keys lagoon weed-control program, basin-wide AIS management, and the Lake Tahoe Total Maximum Daily Load (TMDL) for fine sediment and nutrients that governs clarity. (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692.)

***Response to Comment O1-7***

The comment states that the cumulative impact analysis of the IS/MND is inadequate and refers to the Upper Truckee Marsh restoration, the Tahoe Keys lagoon weed-control program, basin-wide AIS management, the Lake Tahoe TMDL Program. In general and with the exception of the weed-control program, the efforts referred to in this comment are existing programs that are considered part of the baseline condition against which the IS/MND's analysis was conducted. With respect to the weed-control program, a prior comment (O1-3) identified how that program is not currently moving forward after an adverse court decision. As such, it is not considered a reasonably foreseeable project, pursuant to Section 15130 of the State CEQA Guidelines. All four listed efforts were considered during development of the IS/MND but do not constitute cumulative projects for the purposes of CEQA. The IS/MND's evaluation of cumulative impacts took into consideration past, present, and future

projects that were reasonably foreseeable within 1,000 feet of the Project area. The cumulative impact analysis presented in the IS/MND is considered appropriate and valid and does not require amendment.

**Comment O1-8:**

5. **The IS/MND improperly piecemeals a single project.** CEQA prohibits dividing a larger course of action into smaller pieces that individually escape full review. The Marina shares one hydrologic system with the broader Tahoe Keys lagoons and the TKPOA weed-control program; its bulkhead, circulation, sediment, and AIS effects function as a unit with the lagoon system and cannot lawfully be evaluated as if the Marina were a stand-alone parcel. Reviewing the Marina in isolation understates the very impacts an EIR/EIS must disclose. (*Laurel Heights Improvement Assn. v. Regents* (1988) 47 Cal.3d 376.)

***Response to Comment O1-8***

The comment states that the IS/MND attempts to piecemeal a larger project. However, the proposed Project as evaluated in the IS/MND reflects a pending application for development under consideration by the City. As such and consistent with the definition of a project under Section 15378 of the State CEQA Guidelines, the whole of the action to be considered by the City is the Project described in the IS/MND Project Description, as this reflects the whole of the action. The commenter states that the TKPOA weed-control program must be evaluated with this Project, even though CEQA Guidelines Section 15378(b)(2) states that the definition of a project does not include continuing maintenance activities. It is unclear what other action the commenter feels should be evaluated as part of the IS/MND, and no further response is possible. The IS/MND evaluates the potential environmental impacts of the Project, as presented in the pending development application, and is considered appropriate, valid, and consistent with CEQA requirements.

**Comment O1-9:**

**IV. TRPA Must Prepare an Independent Environmental Impact Statement.**

The IS/MND correctly lists TRPA as a Responsible Agency with jurisdiction over the Project's effects on adopted threshold standards for water quality, soils, fisheries, vegetation, wildlife, scenic quality, noise, air quality, and recreation. Article VII(a)(2) of the Bi-State Compact requires TRPA, when acting on a matter that may have a significant effect on the environment, to prepare and consider a detailed EIS before approving the project. That obligation is independent of the City's; the City's adoption of an MND neither binds TRPA nor satisfies TRPA's duty. FOWS concurs with the Sierra Club's threshold-by-threshold showing and adds only that, given the agencies' own prior determination that a checklist is inadequate for this lagoon system, processing the Project on a TRPA Initial Environmental Checklist and a Finding of No Significant Effect would be improper. **FOWS requests that TRPA prepare a full EIS.**

***Response to Comment O1-9***

The comment requests that TRPA prepare an independent EIS for the Project. The comment's request is considered outside the scope of the IS/MND and the City's jurisdiction. The comment does not address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required. However, this comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

**Comment O1-10:**

**V. The Document Is Procedurally Defective and Should Not Be Patched.**

The City's own revised notice concedes that the initial public-review notice was defective, and the underlying analysis dates to 2023. A stale, twice-noticed checklist is not a sound foundation for approving a project of this magnitude in this setting. The appropriate course is not to adopt and defend an MND, but to prepare a full EIR and circulate it for public review.

***Response to Comment O1-10***

The comment states that the reissuance of the NOI is an indication that a full EIR is required. The comment presents opinion and does not directly address the adequacy or conclusions of the Draft IS/MND. As noted in the revised NOI and this Final IS/MND, the NOI was reissued due to a typographical error pertaining to the conclusion of public review and not related to the analysis presented therein. The IS/MND was circulated for a combined total of 60 days in compliance with CEQA's noticing and public review requirements. No evidence is presented in this comment that would indicate the need to prepare an EIR.

**Comment O1-11:**

**VI. Approving an Inadequate MND Creates Avoidable Legal and Financial Exposure.**

FOWS notes, for the record, that adopting an MND unsupported by the evidence exposes the City to a petition for writ of mandate and, if successful, to an award of attorney's fees under Code of Civil Procedure section 1021.5, and that any in-water or shoreline work undertaken without complete environmental review and the required permits may carry independent civil penalties under the Clean Water Act, the Porter-Cologne Water Quality Control Act, and the TRPA Compact. Preparing a full EIR/EIS now is the course that avoids that exposure.

***Response to Comment O1-11***

The comment speculates about potential legal risk associated with adoption of an IS/MND for the Project. However, as referred to in Comment O1-3 above, preparation of an EIR/EIS does not avoid legal exposure. The comment does not directly address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required. However, this comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

**Comment O1-12:**

**VII. Recommendations and Requested Action.**

FOWS respectfully requests that the City of South Lake Tahoe:

1. **Decline to adopt the Mitigated Negative Declaration.**
2. **Prepare and circulate a full Environmental Impact Report** that, at a minimum, addresses:
    a) complete site characterization, including a Phase II Environmental Site Assessment with soil and groundwater sampling, completed and circulated before any approval;
    b) in-water and shoreline water-quality impacts, including sediment disturbance, turbidity, and resuspension of contaminants from bulkhead replacement and boat-launch relocation;

c) aquatic invasive species disturbance and spread during construction and operation, including reasonably foreseeable long-term and repeated activities;

d) cumulative effects analyzed together with the Upper Truckee Marsh restoration, the Tahoe Keys lagoon weed-control program, and the Lake Tahoe TMDL, and the Marina evaluated as a unit with the broader Tahoe Keys lagoon system; and

e) a reasonable range of alternatives, including reduced-intensity and reconfigured-bulkhead alternatives.

3. **Coordinate with TRPA** so that TRPA prepares an independent Environmental Impact Statement under Article VII of the Compact rather than an Initial Environmental Checklist and Finding of No Significant Effect.

4. **Add FOWS to the interested-parties list** to receive all future notices regarding the Project.

FOWS appreciates the opportunity to comment and is prepared to provide supporting materials on any of the points above.

***Response to Comment O1-12***

The comment requests that the City set aside the IS/MND, prepare an EIR, coordinate with TRPA, and provide notice to the commenter of any further actions regarding the Project. As noted in the responses above, evidence has not been presented that would necessitate preparation of an EIR for the Project. Additionally, the City has been coordinating with TRPA regarding the Project but can not direct TRPA (an independent agency) to prepare an EIS. The commenter will be provided further notices regarding the Project. As discussed in responses to Comments L1-4, L1-6, L1-7, and 01-3, the IS/MND includes measures to mitigate impacts from the removal of the bulkhead, reduce the risk of AIS, and protect and maintain water quality during construction and operation of the Project. Response to Comment 01-7 explains that the listed programs, with the exception of the Tahoe Keys lagoon weed-control program, are considered as part of the Project's baseline within the analysis. Because the Project's impacts are less than significant or can be reduced to less than significant with mitigation, an EIR including analysis of a range of alternatives is not required. Pub. Res. Code §§ 21064.5, 21080(c)(2).

## Comment Letter O2: Sierra Club Tahoe Area Group – May 30, 2026

### Comment O2-1:

The Sierra Club Tahoe Area Group submits these comments on the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Tahoe Keys Marina Project. After review, we conclude that the project – a major expansion that replaced 49,800 sq ft across three buildings with 153,200 sq ft across seven buildings, plus full bulkhead and boat ramp replacement – requires a full Environmental Impact Report (EIR) under CEQA and an Environmental Impact Statement (EIS) under TRPA requirements. The Draft IS/MND does not satisfy CEQA's fair argument standard (CEQA Guidelines §15064(f)(1)), as substantial evidence supports the potential for significant environmental effects.

***Response to Comment O2-1***

The comment is an introductory comment that states that the commenter has concluded that an EIR and EIS are required for the project. As demonstrated below in the responses to specific comments, the IS/MND issued by

the City is considered appropriate, adequate, and in accordance with CEQA requirements, contrary to the statements made in this comment. No further response is required.

**Comment O2-2:**

Project Context and Need for Full EIR/EIS Review: The project is located in one of the most environmentally impaired areas of the Lake Tahoe Basin. The Tahoe Keys lagoons were created through the destruction and dredging of the historic Upper Truckee Marsh, formerly Lake Tahoe's largest natural filtration system. Today, the resulting 172-acre lagoon complex is recognized by TRPA1 and other resource agencies as the largest and most persistent aquatic invasive plant infestation in the Lake Tahoe Basin, with invasive weeds covering approximately 85 to 90 percent of the lagoon system during peak growing seasons. The Tahoe Keys are widely regarded as the primary source area for the spread of aquatic invasive species throughout Lake Tahoe. The Tahoe Keys Marina cannot be analyzed as a separate and independent environmental setting from the Tahoe Keys lagoons.

CEQA requires a project to be evaluated in the context of existing environmental conditions and cumulative degradation, not in isolation from the broader ecosystem in which it operates. (Kings County Farm Bureau v. City of Hanford (1990) 221 Cal.App.3d 692, 720-721).

This area contributes to ongoing issues with water quality, nutrient loading, and AIS spread. Prior agency efforts for similar in-water work in the adjacent TKPOA lagoons required a full Joint EIR/EIS after initial streamlined documents proved inadequate, followed by successful litigation (Sierra Club Tahoe Area Group and California Sportfishing Protection Alliance v. Lahontan). This history provides substantial evidence that a Mitigated Negative Declaration is insufficient here.

In addition to requiring an EIR under CEQA, the project warrants preparation of a full Environmental Impact Statement (EIS) under the Tahoe Regional Planning Compact and TRPA's environmental review regulations. Under the National Environmental Policy Act (NEPA) and analogous TRPA standards, an EIS is required whenever substantial questions are raised as to whether a project may cause significant environmental effects. An agency may not avoid preparation of an EIS merely because impacts are uncertain or because mitigation is proposed. Rather, uncertainty itself often supports the preparation of a full environmental impact statement. Due to the potential significant effects on multiple environmental thresholds, including water quality, scenic resources, recreation, transportation, and fisheries, an EIS is required. (Foundation for North American Wild Sheep v. USDA, 681 F.2d 1172, 1178 (9th Cir. 1982).)

Federal courts have repeatedly held that agencies must prepare an EIS when a project may contribute to cumulative environmental impacts, affect unique or ecologically sensitive areas, involve uncertain environmental consequences, or establish precedents for future actions. (40 C.F.R. § 1501.3; 40 C.F.R. § 1508.1(g); National Parks & Conservation Ass'n v. Babbitt (9th Cir. 2001) 241 F.3d 722, 731-737; Ocean Advocates, supra, 402 F.3d at 865-871.)

Those factors are plainly present here. The project is located within the Tahoe Keys, one of the most environmentally sensitive and ecologically impaired aquatic systems in the Lake Tahoe Basin. The project involves substantial shoreline and in-water construction, expansion of marina facilities, increased boat storage and recreational activity, underground stormwater treatment in shallow groundwater conditions, and potential impacts to water quality, aquatic invasive species management, scenic resources, transportation, recreation, and environmental threshold attainment.

Moreover, TRPA's own governing framework places special emphasis on protecting environmental threshold carrying capacities and preventing incremental degradation of Lake Tahoe's unique resources. Projects raising substantial questions regarding threshold attainment, cumulative impacts, water quality, scenic quality, recreation capacity, or aquatic ecosystem health warrant the highest level of environmental review.

Because substantial questions exist regarding the project's potential effects on multiple threshold categories, preparation of a full EIS is required in addition to EIR.

***Response to Comment O2-2***

The comment states that a full EIR and a full EIS are required for the Project. With respect to the 2022 Final EIR/EIS prepared for the Tahoe Keys Lagoons Aquatic Weed Control Methods Test and its ability to demonstrate fair argument with respect to the Project, refer to Response to Comment O1-3. As noted in that response, the type of document prepared for a separate project that does not resemble the proposed development except due to general location is not and should not be considered fair argument of a need to prepare an EIR nor an EIS. With respect to the factors noted, the comment does not identify issues that were not evaluated as part of the IS/MND. The IS/MND provided a comprehensive evaluation in accordance with CEQA requirements of the potential physical environmental impacts of the Project, taking into consideration existing and historic conditions within the Project area. The Project's impacts are reduced to less than significant through compliance with regulatory requirements and the identified mitigation measures.

**Comment O2-3:**

Lake Tahoe's Outstanding National Resource Water (ONRW) Status: Lake Tahoe's Tier 3 ONRW designation under the Clean Water Act requires the highest level of protection against any degradation of existing water quality. The Draft IS/MND fails to demonstrate that the project is consistent with Lake Tahoe's Tier 3 antidegradation requirements and does not provide sufficient analysis to conclude that existing high-quality waters will be protected, particularly given the site's direct hydrologic connection to the lagoons and Lake Tahoe, shallow groundwater, and history of nutrient loading and clarity decline.

***Response to Comment O2-3***

The comment states that the IS/MND fails to demonstrate consistency with Lake Tahoe's ONRW status. As noted in multiple locations in the IS/MND, including page 89, the Project would comply with applicable standards and requirements that protect water quality. As noted in the comment itself, the ONRW designation results in additional standards and "antidegradation requirements" with which future development must comply, and as such, a demonstration of consistency is not required. The City can rely on the agencies with jurisdiction over Lake Tahoe to fulfill their legal duties under federal, state, and local laws and regulations. *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906.

**Comment O2-4:**

**Key Inadequacies in the Draft IS/MND**

- **Stormwater Treatment Feasibility:** The proposed underground infiltration and treatment systems are in an area with seasonally high groundwater and direct connectivity to surface waters. The IS/MND lacks site-specific hydrogeologic data, groundwater elevation monitoring, infiltration testing, or analysis of performance under wet conditions and climate-driven variability. This prevents a supported conclusion of less-than-significant impacts. The absence of site-specific hydrogeologic data and groundwater

analysis deprives decision-makers of the information necessary to determine whether impacts can be mitigated below a level of significance. CEQA does not permit agencies to defer environmental analysis until after project approval. (Sundstrom v. County of Mendocino (1988) 202 Cal.App.3d 296, 307-311; Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova (2007) 40 Cal.4th 412, 431-435).

***Response to Comment O2-4***

The comment states that without additional site-specific hydrogeologic data, the conclusions of the IS/MND related to stormwater collection and treatment represent deferred analysis. As evaluated in the IS/MND, the proposed infiltration basins would be located within existing landscaped areas, as well as three subsurface infiltration facilities located within the Project area. Two subsurface facilities would be located in the northern portion of the site at the proposed drop-off/loading plaza and at the Basin Plaza (as shown on Figure 5 on page 13 of the IS/MND). The third subsurface facility would be located immediately south of the proposed boat storage facility. The capacity of the subsurface facilities exceeds water quality requirements and are designed to meet the separation requirements from groundwater stipulated by applicable regulations. The capacity of these facilities would be 2,800 cubic feet (cf), 4,600 cf, and 900 cf, respectively. The design and placement of these proposed components of the Project took into consideration groundwater conditions and other factors that could affect the feasibility of such facilities. The Project's stormwater drainage system would be subject to a SWPPP approved by the Lahontan RWQCB. As explained in Section 4.10 (Hydrology and Water Quality) and Section 4.19 (Utilities and Service Systems) of the IS/MND, stormwater would be treated within the Project area consistent with applicable federal, state, and local requirements (including TRPA). The City can rely on the agencies with jurisdiction over groundwater connectivity to Lake Tahoe to fulfill their legal duties under federal, state, and local laws and regulations. *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906.The comment attempts to link design feasibility to deferred analysis, which is improper within the context of CEQA. The IS/MND appropriately evaluates the Project, as proposed and determined to be feasible.

**Comment O2-5:**

- **Aquatic Invasive Species:** The project involves prolonged in-water construction (bulkhead replacement, pile driving, sediment disturbance) and operational intensification (increased boating and vessel traffic) in a heavily infested area. The IS/MND defers analysis to pre-construction surveys and relies on the generalized Mitigation Measure BIO-4 (equipment inspection and dry/freeze protocol), which does not address fragmentation risks, transport, or cumulative spread as supported by the documented AIS conditions in the Tahoe Keys. The IS/MND improperly limits its review to immediate construction effects while failing to adequately evaluate reasonably foreseeable operational impacts associated with increased boating activity and marina intensification. CEQA requires analysis of reasonably foreseeable indirect and future environmental consequences. (Laurel Heights Improvement Assn. v. Regents of University of California (1988) 47 Cal.3d 376, 396-398).

***Response to Comment O2-5***

The comment states that the Project involves "prolonged in-water construction" and increased boating and vessel traffic. Refer to Response to Comment O1-6. As noted in that response, the Project would not result in an increase in in-water operational conditions, and as such, evaluation of potential increased boating activity is not required. Response to Comments 01-3, L1-4, L1-6, and L1-7 explain that compliance with the Project design features, mitigation measures, and regulatory requirements will reduce the Project's construction and

operational impacts to less than significant. The comment does not provide evidence that compliance with these requirements will not reduce the Project's impacts to less than significant. The IS/MND is not required to analyze "[a] change which is speculative or unlikely to occur" because such a change is considered "not reasonably foreseeable." CEQA Guidelines § 15064.

**Comment O2-6:**

- **Hazardous Materials:** The marina has operated since ~1970 with fueling infrastructure. The sole document is a 2021 Phase I ESA (records review and visual inspection only). No Phase II sampling of soil, sediment, or groundwater has been conducted despite the known presence of asbestos, lead-based paint, PCBs, and mercury in structures slated for demolition. Mitigation Measure HAZ-1 (stop work if contamination is observed) is reactive and defers baseline characterization, contrary to CEQA requirements (see e.g., Sundstrom v. County of Mendocino (1988)). CEQA requires environmental conditions to be adequately characterized before project approval and does not permit agencies to rely on future studies to determine whether significant impacts exist. (Communities for a Better Environment v. City of Richmond (2010) 184 Cal.App.4th 70, 92-99; Save Our Peninsula Committee v. Monterey County (2001) 87 Cal.App.4th 99, 128-141.)

***Response to Comment O2-6***

The comment states that Mitigation Measure HAZ-1 represents deferral of analysis. Refer to Response to Comment O1-4. The IS/MND explained that the site received a No Further Action determination in 2020 from the Lahontan RWQCB after years of sampling determined that remediation of the site met requirements for reducing risk to human health and safety, the environment, and water quality objectives. Implementation of HAZ-1 addresses any discovery of impacted soils or groundwater during Project implementation. The comment provides no evidence that HAZ-1 would not address any need for remediation of the site if residual contamination is discovered. The comment is speculative and no further response is required. CEQA Guidelines § 15064.

**Comment O2-7:**

- **Transportation and VMT:** The project more than triples the developed footprint and significantly expands boat storage (up to 430 boats in winter vs. the existing 200-250). The IS/MND's estimate of 218 additional daily VMT and conclusion of no significant impact fails to adequately address cumulative South Shore congestion, peak-season recreation traffic, parking spillover, emergency evacuation, or consistency with TRPA and CEQA VMT standards.

***Response to Comment O2-7***

The comment expresses concern regarding the VMT analysis presented and that it may not have properly evaluated existing and future transportation conditions. Contrary to statements made in this comment, the transportation analysis was based on validated trip generation estimates, taking into consideration existing conditions (including peak summer day conditions). The transportation analysis, which was included as Appendix D of the Draft IS/MND, was prepared in accordance with CEQA, TRPA, and City requirements. Section 4.17.4 of the IS/MND explains that the Project would generate approximately 1,839 daily vehicle trips, which would represent an increase of 175 daily vehicle trips compared to existing conditions. Morning peak-hour trips would remain unchanged, and evening peak-hour trips would increase by 37. Taking into consideration trip capture and what uses associated with the Project would generate vehicle trips, daily VMT is anticipated to increase by

218, which would be below the low-VMT screening criteria established by TRPA of 715 daily VMT (LSC Transportation Consultants, Inc. 2026). As the Project would not exceed the low-VMT screening threshold, it would not conflict with TRPA or City plans, policies, or regulations (including the Regional Transportation Plan) as it would not represent a substantial increase in daily VMT. As the Project would not exceed screening criteria, it would not be considered in conflict or inconsistent with CEQA Guidelines 15064.3 subdivision (b) related to the generation of VMT. The comment does not present evidence contrary to this analysis and the analysis presented in Appendix D, and no further response is required.

**Comment O2-8:**

- **Scenic and Visual Impacts:** The proposed 42-foot-tall boat storage building exceeds the prevailing 20 to 25-foot heights in the area. The IS/MND lacks detailed visual simulations, viewshed analysis from land and water, or cumulative scenic assessment required for TRPA Chapter 66 compliance and threshold attainment. Substantial evidence supporting a fair argument regarding visual or aesthetic impacts requires preparation of an EIR, particularly where scenic resources are a protected environmental resource. (Ocean View Estates Homeowners Assn., Inc. v. Montecito Water District (2004) 116 Cal.App.4th 396; Georgetown Preservation Society v. County of El Dorado (2019) 30 Cal. App.5th 358.)

***Response to Comment O2-8***

The comment states that the visual impact analysis presented in the IS/MND is deficient. However, the comment does not present evidence to support its assertion that a significant aesthetic impact would occur, nor does it dispute the individual findings presented in Section 4.1 (Aesthetics) of the Draft IS/MND. The renderings presented on pages 14 and 15 of the Draft IS/MND are visual simulations of the Project, as they place the proposed structures among the existing marina facilities, Tahoe Keys development, and existing landscaping. Section 4.1 explains that although the Project would modify the visual conditions, the modifications would enclose outdoor storage of boats and provide on-site structures such that visual conditions would be more uniform. The Project would not be visible from either the eligible scenic highway segment of US 50 or the designated scenic highway segment of SR 89 located nearby. Additionally, the Project area would not be visible from Shoreline Unit 1, and the existing open space and CTC Cove East Trail located east of the Project area are not designated as scenic resources, part of a scenic highway corridor, nor as scenic public recreation areas by TRPA or the City (TRPA 1993).The IS/MND discloses that the Project would modify views of and through the Project area from the east (along Venice Drive East and from portions of the Cove East Trail, neither of which are designated as scenic resources or roadways) but only to the extent that such views are available in close proximity to the Project area. These views are already partially obscured by existing vegetation and landscaping. As noted above, the Project would remove existing outdoor storage of boats and provide an enclosed boat storage facility that would provide a more consistent design/aesthetic for the Project area, which varies substantially and based on the number and type of boats currently stored outside. For this reason, and although the Project would partially modify views from the east, the change in visual conditions at the Project area would not be considered a substantial adverse change, as it would provide a consistent design/aesthetic within the Project area. No further response is required.

**Comment O2-9:**

- **Cumulative Impacts:** The analysis is too narrow, focusing primarily on one nearby project and deeming the site “isolated.” It fails to address the project’s contribution to basin-wide conditions, including AIS management, clarity decline, TMDL implementation, recreation capacity, and ongoing South Shore

redevelopment. CEQA requires a meaningful analysis of a project's incremental contribution to existing and reasonably foreseeable cumulative environmental conditions. An agency may not artificially narrow the scope of cumulative review in a manner that obscures basin-wide impacts. (Kings County Farm Bureau v. City of Hanford (1990) 221 Cal.App.3d 692, 720-721.)

***Response to Comment O2-9***

The comment states that the cumulative impact analysis provided in the IS/MND is too narrow. Refer to Response to Comment O1-7. The conclusions of the IS/MND with respect to cumulative impacts are considered appropriate, valid, and based on evidence. The cumulative impact analysis presented in the IS/MND is considered appropriate and valid and does not require amendment.

**Comment O2-10:**

**Alternatives Analysis:** An EIR/EIS is required to evaluate feasible alternatives, including reduced-intensity options, lower marina capacity, restoration-focused designs, reduced parking/traffic configurations, and the environmentally superior alternative. One of the principal purposes of an EIR is to evaluate feasible alternatives that can reduce environmental impacts while meeting project objectives. A mitigated negative declaration cannot serve as a substitute for this analysis. (Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 564-566.)

***Response to Comment O2-10***

The comment refers to an evaluation of alternatives that is required during preparation of an EIR and/or EIS. Evaluation of alternatives is not required under CEQA when preparing an IS/MND, including those related to lesser intensity development. As an IS/MND was prepared for the Project, an evaluation of alternatives is not required under CEQA.

**Comment O2-11:**

**Conclusion and Request:** The Draft IS/MND relies on deferred analysis and mitigation, unsupported assumptions, deficiencies in baseline characterization, cumulative impacts review, and consideration of reasonably foreseeable consequences, both independently and collectively. Taken together, these deficiencies satisfy CEQA's fair argument standard, requiring preparation of a full EIR, and NEPA's substantial questions and uncertainty argument, requiring a full EIS. We request that the City:

1. Withdraw the Draft IS/MND;
2. Prepare a full EIR/EIS with comprehensive technical analysis (including hydrogeologic, hydrodynamic, visual, and cumulative studies);
3. Fully evaluate alternatives and cumulative impacts; and
4. Provide meaningful public review consistent with CEQA and TRPA requirements.

Thank you for considering these comments. We appreciate the opportunity to engage and request notification of next steps.

***Response to Comment O2-11***

The comment requests that the City withdraw the IS/MND, prepare an EIR/EIS that fully evaluates alternatives and cumulative impacts, and provide an opportunity for public review consistent with CEQA and TRPA

requirements. As noted in the responses above, evidence has not been presented that would necessitate preparation of an EIR for the Project. Additionally, the City has been coordinating with TRPA regarding the Project but can not direct TRPA (an independent agency) to prepare an EIS. As preparation of an EIR is not considered warranted, evaluation of alternatives and further evaluation of cumulative impacts is not considered to be required. The Draft IS/MND was noticed and made available for public review for over 30 days, consistent with applicable requirements.

### Comment Letter O3: Tahoe Sierra Clean Air Coalition – June 1, 2026

#### Comment O3-1:

Tahoe Sierra Clean Air Coalition (TSCAC) is a Nevada 501(c)(3) nonprofit registered to do business in the State of California.

TSCAC is dedicated to protecting air quality, water quality, in the Lake Tahoe Basin, and supporting safe and effective evacuation during wildfire and supporting transparency in government to ensure that our purpose and all things incidental to our specific and primary purposes are achieved. TSCAC requests that the City of South Lake Tahoe immediately withdraw the Draft IS/MND and prepare a joint full Environmental Impact Report (EIR) under CEQA and a full Environmental Impact Statement (EIS) under TRPA requirements.

These comments expressly adopt and incorporate by reference the comments submitted to the City of South Lake Tahoe by the Sierra Club Tahoe Area Group, Friends of the West Shore, and the North Tahoe Preservation Alliance.

The proposed project replaces approximately 49,800 sq ft across three buildings with 153,200 sq ft across seven buildings, relocates the boat launch and gantry crane, replaces 1,600 linear feet of bulkhead, and expands winter boat storage to up to 430 boats. This major intensification in one of the most environmentally impaired areas of the Lake Tahoe Basin has the potential for significant environmental effects. The Draft IS/MND does not contain substantial evidence supporting its FONSI or less-than-significant impact findings. It relies on deferred mitigation, conclusory statements, and inadequate baseline data. This violates the fair argument standard under CEQA Guidelines §15064(f) and TRPA's requirements for projects with potential significant effects on sensitive thresholds.

The proposed project involves demolition of existing marina facilities totaling approximately 49,800 sq ft and replacement with approximately 153,200 sq ft of new development across seven buildings, including a large 52,600 sq ft indoor boat storage facility. It also includes relocation of the boat launch and gantry crane, replacement of 1,600 linear feet of bulkhead, reconfiguration of parking and circulation, new utility connections, and expansion of winter boat storage capacity to up to 430 boats. This represents a major intensification on the 16.5-acre site located at 2435 Venice Drive East. The Draft IS/MND fails to provide substantial evidence supporting its less-than-significant impact findings and relies heavily on deferred mitigation, conclusory statements, and inadequate baseline data. This approach violates CEQA Guidelines §15064, Public Resources Code §§21082.2 and 21166, and TRPA Code of Ordinances requirements for projects with potential significant effects on environmental thresholds, public safety, and scenic resources.

#### *Response to Comment O3-1*

The comment provides introductory information related to its subsequent comments and refers to additional comments submitted by the Friends of the West Shore (Letter O1) and Sierra Club Tahoe Area Group/North

Tahoe Preservation Alliance (Letter O2). The comment also broadly requests preparation of an EIR by the City and an EIS by TRPA. With respect to this comment's incorporation by reference of Letters O1 and O2, please refer to the specific responses provided for Letters O1 and O2. Additionally, and as demonstrated below in the specific comments that are summarized here, the Draft IS/MND issued by the City is appropriate, adequate, and in accordance with CEQA requirements, contrary to the statements made in this comment.

**Comment O3-2:**

**I. Project Context and Impaired Baseline**

The Tahoe Keys Marina is located at 2435 Venice Drive East within the City of South Lake Tahoe. The site lies in one of the most environmentally degraded portions of the Lake Tahoe Basin. The 1960s dredging and filling of the Upper Truckee Marsh destroyed Lake Tahoe's largest natural filtration system, creating the 172-acre lagoon complex now recognized by TRPA as the largest and most persistent aquatic invasive species (AIS) infestation in the Basin, with invasive weeds covering 85–90% of the lagoons during peak seasons. The marina has direct hydrologic connectivity to the lagoons and Lake Tahoe, high seasonal groundwater, and a legacy of contamination from decades of marina operations. The IS/MND fails to adequately analyze the project against this impaired baseline.

***Response to Comment O3-2***

The comment states that the IS/MND fails to adequately analyze the Project, taking into consideration the history of the Tahoe Keys development and the presence of AIS. The connection of Tahoe Keys Marina to Lake Tahoe is acknowledged. However, the IS/MND refers to and reflects the conditions listed in this comment where appropriate and in several locations. For example, the first project objective listed on page 5 of the IS/MND states that the Project's objective is to enhance environmental protections through stormwater BMPs and AIS controls. MM BIO-4 (as presented on page 52 of the Draft IS/MND) requires that any construction equipment and materials that enter or leave the lagoon will be inspected for AIS, and if needed, decontaminated prior to the start of the Project. Decontamination protocol will be implemented in a manner consistent with TRPA's Aquatic Invasive Species Management Program. Equipment and materials will be cleaned, free of dirt, vegetation material, and other debris prior to entering the lagoon. Re-inspection and decontamination of equipment and materials at the end of the Project will also be conducted to avoid spreading AIS from TKM to other locations. MM BIO-2 includes measures to prevent contamination during removal of the bulkhead, including secure disposal of plants or invertebrates. Any drainage inlets near bulkhead materials will be modified to prevent AIS contaminated water from flowing back into the lagoon. The proposed bulkhead is an in-kind replacement subject to an LSAA from CDFW, 404 permit from USACE, and 401 certification from the Lahontan RWQCB. The Project may expect the agencies issuing these permits to comply with all measures related to reducing the risk of AIS. *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906. The comment does not provide evidences for the contention that marina operations have resulted in long-present contamination. The IS/MND evaluates the potential physical environmental impacts of the Project against baseline conditions, which include AIS and existing contamination. No further response is required.

**Comment O3-3:**

**II. Stormwater Management, Hydrology, Water Quality, and Hazardous Materials**

The IS/MND asserts that upgraded BMPs and underground infiltration systems will result in less-than-significant impacts. However, it provides no site-specific hydrogeologic data, groundwater elevation monitoring, infiltration

testing, or analysis of system performance under high groundwater conditions or climate variability. In an area with seasonally high groundwater and direct connectivity to surface waters, these omissions prevent any supported conclusion that pollutant loading to the lagoons will not increase. The sole document addressing contamination is a 2021 Phase I ESA limited to records review and visual inspection. No Phase II sampling of soil, sediment, or groundwater has been conducted despite known risks from fueling infrastructure since ~1970, including asbestos, lead-based paint, PCBs, and mercury. Mitigation Measure HAZ-1 is reactive only. These deficiencies violate CEQA's requirement for substantial evidence.

***Response to Comment O3-2***

The comment states that the IS/MND does not provide adequate analysis of potential stormwater, hydrology/water quality, and hazardous materials impacts. Refer to Responses to Comments O2-4 and O1-4 with respect to the IS/MNDs analysis of on-site BMPs and the need for further sampling/analysis beyond a Phase I ESA, respectively. Refer to Response to Comment L1-6 regarding the Project's modernization and improvements to existing on-site stormwater collection and treatment infrastructure that will comply with City Code, NPDES and TRPA requirements. Additionally, the Project is required to prepare a SWPPP as described in response to Comment L1-4. Through compliance with existing regulations, including the Clean Water Act, TRPA Code, NPDES requirements, and the South Lake Tahoe City Code, the Project would improve stormwater capture systems within the Project area, compared to existing site conditions, including the provision of an underground infiltration basin, landscaping, and permeable pavement. The City may expect that the agencies with jurisdiction over stormwater, hydrology/water quality and hazardous materials impacts will satisfy their legal obligations. *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906.

**Comment O3-4:**

**III. Aquatic Invasive Species and In-Water Construction Impacts**

Prolonged in-water construction (bulkhead replacement, pile driving, sediment disturbance) and increased boating in a heavily infested area risk AIS fragmentation and spread. The IS/MND relies on generalized BIO-4 measures without addressing documented conditions or cumulative effects. Prior similar work required full joint EIR/EIS.

***Response to Comment O3-4***

The comment expresses concern regarding AIS and the IS/MNDs evaluation of potential impacts related to AIS. Refer to Response to Comments L1-7 and O1-6. Further and with respect to the comparison between the IS/MND and a prior EIR/EIS pertaining to the Tahoe Keys lagoons, refer to Response to Comment O1-3. The prior EIR/EIS was held deficient with respect to analysis of that project's use of pesticides and did not hold that all projects with in-water work must prepare an EIR/EIS.

**Comment O3-5:**

**IV. Transportation, VMT, Scenic Resources, and Cumulative Impacts**

The project triples the developed footprint. The IS/MND's 218 additional daily VMT estimate ignores peak-season congestion, parking spillover, and cumulative South Shore effects. The 42-foot boat storage building lacks detailed visual simulations or TRPA Chapter 66 analysis. Cumulative impacts analysis is impermissibly narrow.

***Response to Comment O3-5***

The comment briefly states concerns regarding the IS/MND's transportation analysis, visual impact analysis, and cumulative impact assessment. Refer to Responses to Comments O2-7, O2-8, and O1-7, respectively. The IS/MND analyzed the impacts from the conditions identified in the comment and found the impacts to be less than significant and less than significant with mitigation. The comment does not provide any substantial evidence to support a fair argument of a significant impact. Therefore, the transportation, visual, and cumulative impact analysis presented in the IS/MND is considered appropriate and valid and does not require amendment.

**Comment O3-6:**

**V. Wildfire Risk, Emergency Access, Evacuation, and Public Services – Critical Deficiency Lacking Substantial Evidence**

South Lake Tahoe Fire Rescue (SLTFR) provides primary fire protection for the project.

CAL FIRE supports the broader wildland interface. The project is subject to California Fire Code (Title 24, Part 9) and State Fire Marshal roadway standards requiring minimum 20-foot-wide all-weather roads, 13'6" vertical clearance, adequate turning radii, and grades for fire apparatus. The area is designated a Very High Fire Hazard Severity Zone (VHFHSZ).

The IS/MND references general California Fire Code compliance and public services but lacks substantial evidence in the form of detailed site-specific fire access roadway analysis, capacity, evacuation modeling, evacuation timing, or full fire hazard assessment.

The Draft IS/MND concludes that less-than-significant impacts for relevant wildfire-related CEQA checklist items. This finding lacks substantial evidence.

**Specific IS/MND Language (Sections 4.9 and 4.20) (Link here) and Allegations of Insufficient Substantial Evidence:**

a) *Would the Project substantially impair an adopted emergency response plan or emergency evacuation plan?*

**The IS/MND states**: "The Project would involve redevelopment of existing marina facilities and would not result in the modification of existing adjacent roadways or emergency access routes. ... As the Project would not modify existing emergency evacuation routes or plans and would participate in the CodeRED emergency notification service, the Project would not substantially impair implementation of the emergency evacuation plan for Tahoe Keys... Impacts would be less than significant, and no mitigation is required."

The overall FONSI and Less than Significant impact finding is not supported by substantial evidence. The IS/MND provides no quantitative analysis of how the project's increased traffic demand (from expanded boat storage, visitation, parking, and construction), reconfigured site access, or peak-season boating activity will affect roadway capacity or clearance times on US 50 and SR 89. Simply stating that the project "would not modify existing routes" is meaningless when project-generated demand clearly increases. The 2014 Tahoe Keys evacuation map is outdated. CodeRED is only a notification system and does not address physical capacity. No modeling of emergency clearance times under combined project + wildfire scenarios was performed. This fails AB 747 (Gov. Code §65302.15) and CEQA Appendix G.

b) Would the Project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

**The IS/MND states:** "The Project does not include construction on steep slopes... Structures would be designed according to current City... codes... The Project area is generally surrounded by fire breaks... the Project would... alleviate current fire hazards... Impacts would be less than significant."

The overall FONSI and Less than Significant impact finding is not supported by substantial evidence. The IS/MND contains no fire spread modeling to support its conclusion, no project-specific ignition risk assessment (e.g., from intensified human presence, or project construction), and no comparison of post-project wildfire risk to existing baseline conditions in a VHFHSZ with legacy interface vegetation and AIS issues. General references to code compliance, water tanks, and "fire-resistant landscaping" are conclusory and lack the required analytical connection to the project's specific contributions to risk.

The IS/MND's overall Finding of No Significant Effect and less-than-significant impact findings are not supported by substantial evidence as required by CEQA Guidelines §§15064, 15064(f), and 15384. Substantial evidence means "facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts" (CEQA Guidelines §15384). Conclusory statements, general references to code compliance, and deferred mitigation measures do not qualify as substantial evidence. The IS/MND provides no site-specific technical analysis, modeling, or data to support its conclusions on wildfire, evacuation, hydrology, AIS, or cumulative impacts. This fundamental failure renders the entire FONSI unlawful.

**Why This Matters**

Failure Under Bonta v. County of Lake (2024) 105 Cal.App.5th 1222 The Bonta decision raised the bar for CEQA wildfire analysis. The court held that an IS/MND must sufficiently discuss the project's potential to increase human-caused ignitions and analyze in detail how mitigation would reduce risks. General references to plans or codes are insufficient without a clear analytical route from evidence to conclusion. The analysis must compare baseline to project conditions and appear in the Draft document. The IS/MND's cursory treatment mirrors the deficiencies struck down in Bonta.

Combined with substantial evidence and new information of the 2024 Ladris AI / PyroAnalysis Independent Lake Tahoe Fire Evacuation Analysis – El Dorado Tahoe Pages 38-43. (Link here),and the cross jurisdictional Placer County Contra Flow Comparison (Link here)creates a strong fair argument of significant impacts requiring a full EIR. See also" Lake Tahoe Could be a Death Trap During Wildfires" 'It will not be survivable': Lake Tahoe could be a deathtrap during major wildfires" Author: Julie Cart, CalMatters Published: March 24, 2025 (Link here).

The October 23, 2024 Independent Lake Tahoe Basin Wildfire Evacuation Analysis by stellar subject matter experts John Messina, former CAL FIRE Regional CAL FIRE Chief and Incident Commander for the Paradise, CA Camp Fire and Shane Lauderdale, former Fire Chief of Chico, CA and Operations Section Chief for the Paradise, CA Camp Fire demonstrates severe South Shore bottlenecks and prolonged clearance times. The IS/MND ignores this evidence.

### *Response to Comment O3-6*

The comment takes exception to the Draft IS/MND's evaluation of potential impacts related to wildfire as presented in Section 4.20, beginning on page 135 of the Draft IS/MND. The comment is predicated upon the assumption that boat-related activities would increase with implementation of the Project. However, as

demonstrated in Responses to Comment O1-6, no increase in boat-related activities is anticipated as part of the Project. As shown on page 11 of the Transportation Report prepared by LSC (as included in Appendix D to the Draft IS/MND), the Project would generate approximately 175 daily vehicle trips in excess of existing conditions and no increase in boat-related activities is anticipated. Furthermore and as noted in the IS/MND in numerous locations (e.g., page 136), the Project would involve the redevelopment of an existing site to current code requirements, which are more stringent than the building code requirements in effect at the time of construction of the existing on-site structures. The Project would not constitute a substantial trip generator with an average of less than 20 vehicle trips per hour and would provide greater fire suppression/control at the proposed structures. Section 4.9.4 of the IS/MND analyzes whether the Project would impair implementation of an emergency response plan. The IS/MND discloses that the Project would temporarily impact Tahoe Keys Boulevard and Venice Drive East, which would result in temporary lane closures, but both roads would remain accessible with traffic controls during construction. Access for emergency vehicles and at least 1 lane of traffic with flaggers on either side of the lane closure would be maintained at all times in coordination with the South Lake Tahoe Fire Rescue and Public Works Department.

Additionally, Section 4.9.4 explains that Project would not require any modifications to existing evacuation routes. The Project represents a replacement/modernization of existing on-site uses and would not introduce new/different uses to the Project area. Construction of new on-site structures would also be required to implement other applicable requirements of the Uniform Fire Code and CBC, including ignition-resistant construction, automatic interior fire sprinklers, on-site fire hydrant minimum flows, and adequate emergency and fire apparatus access. Additionally, facilities constructed as part of the Project would be subject to design and defensible space requirements that are intended to protect development from loss due to wildfire included in Section 13.5.3.F.4.a of TRPA Code of Ordinances, which requires use of native vegetation whenever possible, consistent with fire defensible space requirements. Implementation of the Project would not exacerbate wildfire risks because defensible space would be maintained or improved within the Project area, and construction would comply with all applicable fire related codes and regulations. Although the Project would increase the number of people traveling to and from the Project area (based on the projected increase in daily vehicle trips of 175), the number of visitors exposed to wildfire risk would not be a substantial increase over existing conditions. This constitutes “reasonable assumptions predicated upon facts” and qualifies as evidence (as stated in the comment), and the IS/MND’s evaluation of wildfire impacts is considered appropriate and in accordance with CEQA requirements.

Further, the comparisons drawn between the Draft IS/MND’s analysis and the CEQA decision referenced in this comment is not considered appropriate. The Guenoc Valley EIR (not IS/MND as stated in this comment) was found deficient in *People ex rel. Bonta v. County of Lake* (2024) 105 Cal.App.5th 1222 for several reasons (including its wildfire analysis). That EIR evaluated the development of a 16,000-acre site that was largely undeveloped with a mixed-use community that would generate approximately 6,500 daily vehicle trips and more than 4,000 new residents. Portions of the Guenoc Valley site had also experienced wildfire events three times since 2010. Thus, a CEQA evaluation of a large, mixed-use project on an undeveloped site that has repeatedly burned in recent history is not considered comparable to a 16.5-acre commercial redevelopment project on a site that has never burned. Further, the studies referenced in this comment refer to the need for communities to adapt to higher risk standards through compliance with stricter buildings codes (refer to the article authored by Julie Cart and referenced in this comment). The IS/MND does not ignore evidence related to wildfire risks in the area, but the Project (based on the evidence provided in Section 4.20 of the Draft IS/MND) would not increase wildfire-related impacts as a result of its implementation, which is the analysis required of

any project under CEQA. Section 4.9.4 analyzes the Project's impact on evacuation routes and on-site ignition risks. Therefore, the wildfire risk analysis presented in the IS/MND is considered appropriate and valid and does not require amendment.

**Comment O3-7:**

**VI. CEQA and TRPA Violations**

The Draft IS/MND relies on deferred mitigation, unsupported assumptions, inadequate baseline data, and improper tiering. It does not satisfy CEQA or TRPA requirements. TRPA's regional obligations under the Tahoe Regional Planning Compact further support the need for a full EIS.

**Summary of CEQA Violations Requiring Full EIR**

The Draft IS/MND suffers from multiple fundamental CEQA violations that collectively trigger the requirement for a full EIR. These include failure to disclose and analyze new information showing potentially significant impacts (CEQA Guidelines §§15064, 15064(f), 15162, 15163); improper use of an IS/MND where substantial evidence supports a fair argument of significant effects (§§15064(f), 15065, 15070); and failure to provide the reasoned analysis and logical, evidence-based connection between facts and conclusions required by Sierra Club v. County of Fresno (2018) 6 Cal.5th 502. The document also fails to analyze cross-jurisdictional evacuation impacts (§§15130, 15064(h)), cumulative impacts (§15130), hydrology/groundwater/contamination risks (§§15064, 15065), and AIS spread risks (§§15064, 15065). It further violates AB 747 and Government Code §65302.15 by omitting required evacuation modeling, as well as CEQA Appendix G Wildfire checklist items. These deficiencies mirror those addressed in People ex rel. Bonta v. County of Lake (2024) 105 Cal.App.5th 1222 and require preparation of a full EIR.

Collectively, these deficiencies demonstrate that the IS/MND does not contain the required substantial evidence to support a Mitigated Negative Declaration. Under CEQA, when a fair argument of significant impacts exists based on the record — including expert studies, regulatory violations, and the absence of required analysis — the lead agency must prepare a full EIR. The city cannot lawfully adopt the current IS/MND.

**Analysis of the Bi-State Compact, Article II**

Article II of the Tahoe Regional Planning Bi-State Compact is central to TRPA's authority and obligations. Article II(i) defines "environmental threshold carrying capacity" as "an environmental standard necessary to maintain a significant scenic, recreational, educational, scientific or natural value of the region or to maintain public health and safety within the region." This definition explicitly includes standards for public health and safety. Wildfire evacuation capacity and timing directly implicate public health and safety, especially in a region with limited roadway infrastructure and known Very High Fire Hazard Severity Zones.

The Compact requires TRPA to adopt and enforce a Regional Plan to achieve and maintain these thresholds (Article II). TRPA cannot approve or tier from documents that fail to analyze impacts to these thresholds. The IS/MND's lack of cross-jurisdictional evacuation analysis, fire spread modeling, and quantitative roadway capacity assessment means it does not demonstrate maintenance of public safety thresholds.

Article II further empowers TRPA to ensure regional equilibrium and prevent local actions from undermining basin-wide safety. The marina project's intensification in a constrained South Shore area with shared evacuation routes triggers TRPA's duty to require comprehensive review through a full EIS. Fragmented analysis under an

IS/MND is inconsistent with the Compact's mandate for coordinated, basin-wide planning that protects public health and safety across jurisdictional lines.

***Response to Comment O3-7***

The comment asserts that the IS/MND's analysis is deficient and not consistent with CEQA or TRPA requirements. The comment identifies topical areas the comment claims are deficient but does not provide any substantial evidence to support the contention. Contrary to the opinions of the commenter, the Draft IS/MND presents evidence in support of its conclusions and in accordance with CEQA and TRPA requirements, as further supported by the Responses to Comments O3-1 through O3-6. The analysis presented the IS/MND is considered appropriate and valid and does not require amendment.

**Comment O3-8:**

**Further Analysis of People ex rel. Bonta v. County of Lake (2024) 105 Cal.App.5th 1222**

In Bonta, the Court of Appeal emphasized that CEQA requires a project-specific, quantitative, or detailed qualitative analysis of how a project increases human-caused ignition risk in high-fire-hazard areas. The EIR must compare baseline wildfire risk to post-project conditions, including the effects of added population, structures, electrical systems, and human activity. Conclusory statements that the project complies with the Fire Code, or general plans are insufficient because they do not disclose the actual increased risk or explain how mitigation measures reduce it to less-than-significant levels. The Court stressed that the analysis must appear in the Draft document so the public can meaningfully comment, and that late additions are prejudicial. While the opinion does not mandate any single modeling tool, it notes that industry-standard fire behavior models are appropriate tools to support conclusions in complex WUI settings. The fair argument standard under CEQA Guidelines §15064(f) was implicitly reinforced: where substantial evidence (such as expert studies or contrary modeling) supports potential significant effects, a full EIR is required.

***Response to Comment O3-8***

The comment asserts that further analysis consistent with the findings of the court in *People ex rel. Bonta v. County of Lake* (2024) 105 Cal.App.5th 1222. Refer to Response to Comment O3-6.

**Comment O3-9:**

**CEQA Fair Argument Standard**

Under the fair argument standard (CEQA Guidelines §15064(f)), an EIR is required if there is substantial evidence in the record supporting a fair argument that the project may have a significant effect on the environment — even if other evidence suggests otherwise.

Here, the combination of the IS/MND's omissions, the 2024 PyroAnalysis study (demonstrating severe South Shore bottlenecks and prolonged clearance times), expert credentials from Camp Fire Unified Command Officers (John Messina and Shane Lauderdale), Bonta precedent, violations of 14 CCR fire safe regulations, and Compact Article II public safety thresholds creates a strong fair argument of significant wildfire and evacuation impacts. This mandates a full EIR / EIS rather than an MND.

***Response to Comment O3-9***

The comment summarizes its prior comments to further state that fair argument exists. As shown in Responses to Comments O3-1 through O3-6, the comments provided do not constitute new evidence that was not already

considered as part of the Draft IS/MND and taking into consideration the scope of the Project (e.g., boat-related activities would not increase with Project implementation.) As stated on page 135 of the IS/MND, "the City has an approved emergency evacuation map for or Tahoe Keys. As the Project would not modify existing emergency evacuation routes or plans and would participate in the CodeRED emergency notification service, the Project would not substantially impair implementation of the emergency evacuation plan for Tahoe Keys (refer to Section 4.9 [Hazards] above). Impacts would be less than significant, and no mitigation is required." The commenter has not provided any substantial evidence to support a fair argument that the Project would substantially impair an adopted emergency response plan or emergency evacuation plan.

### Comment O3-10:

**Overall CEQA and TRPA Violations**

The Draft IS/MND relies on deferred mitigation, unsupported assumptions, inadequate baseline data, and improper tiering. It does not satisfy CEQA or TRPA requirements. TRPA's regional obligations under the Tahoe Regional Planning Compact further support the need for a full EIS.

Summary of CEQA Violations Requiring Full EIR The Draft IS/MND suffers from multiple fundamental CEQA violations that collectively trigger the requirement for a full EIR. These include failure to disclose and analyze new information showing potentially significant impacts (CEQA Guidelines §§15064, 15064(f), 15162, 15163); improper use of an IS/MND where substantial evidence supports a fair argument of significant effects (§§15064(f), 15065, 15070); and failure to provide the reasoned analysis and logical, evidence-based connection between facts and conclusions required by Sierra Club v. County of Fresno (2018) 6 Cal.5th 502. The document also fails to analyze cross-jurisdictional evacuation impacts (§§15130, 15064(h)), cumulative impacts (§15130), hydrology/groundwater/contamination risks (§§15064, 15065), and AIS spread risks (§§15064, 15065). It further violates AB 747 and Government Code §65302.15 by omitting required evacuation modeling, as well as CEQA Appendix G Wildfire checklist items. These deficiencies mirror those addressed in People ex rel. Bonta v. County of Lake (2024) 105 Cal.App.5th 1222 and require preparation of a full EIR.

The numerous deficiencies identified above — including the complete absence of substantial evidence for wildfire, evacuation, hydrology, and cumulative impacts findings — render the IS/MND's conclusions arbitrary and capricious. Any TRPA approval premised on this fundamentally flawed document would fail the Compact's judicial review standard (Article VI(j)(5)) and violate TRPA's core obligation under Article II to protect public health and safety thresholds.

### *Response to Comment O3-10*

The comment restates and summarizes prior comments that the Draft IS/MND violates CEQA and TRPA based on fair argument. Refer to Response to Comments L1-4, L1-6, L1-7, O1-3, and O3-9.

### Comment O3-11:

**Substantial new information —** described herein demonstrates new or substantially more severe impacts on evacuation and wildfire risk not addressed in prior reviews. Changed circumstances (increased wildfire intensity, post-2021 visitation, climate data) require a full EIR (Pub. Resources Code §21166; CEQA Guidelines §15162; see also Friends of College of San Mateo Gardens v. San Mateo County Community College Dist. (2016) 1 Cal.5th 937). The IS/MND's failure to prepare one is prejudicial.

Analysis of the Bi-State Compact, Article II Article II of the Tahoe Regional Planning Bi-State Compact is central to TRPA's authority and obligations. Article II(i) defines "environmental threshold carrying capacity" as "an environmental standard necessary to maintain a significant scenic, recreational, educational, scientific or natural value of the region or to maintain public health and safety within the region." This definition explicitly includes standards for public health and safety. Wildfire evacuation capacity and timing directly implicate public safety, especially in a region with limited roadway infrastructure and known Very High Fire Hazard Severity Zones.

### *Response to Comment O3-11*

The comment states that the information presented in Comment Letter O3 constitutes substantial new information related to wildfire risk and evacuation. However, this comment is predicated on the commenter's supposition that the Project would generate substantial additional vehicle trips associated with increased marina operations and the commenter's opinion regarding the adequacy of the Draft IS/MND's wildfire impact analysis. Refer to Response to Comment O3-6. Contrary to statements made in this comment, the information presented in this comment letter does not rise to the level of substantial new information, as demonstrated in the responses provided. No further response is necessary.

### Comment O3-12:

**Compact**

The Compact requires TRPA to adopt and enforce a Regional Plan to achieve and maintain these thresholds (Article II). TRPA cannot approve or tier from documents that fail to analyze impacts to these thresholds. The IS/MND's lack of cross-jurisdictional evacuation analysis, fire spread modeling, and quantitative roadway capacity assessment means it does not demonstrate maintenance of public safety thresholds. Article II further empowers TRPA to ensure regional equilibrium and prevent local actions from undermining basin-wide safety. The marina project's intensification in a constrained South Shore area with shared evacuation routes triggers TRPA's duty to require comprehensive review through a full EIS. Fragmented analysis under an IS/MND is inconsistent with the Compact's mandate for coordinated, basin-wide planning that protects public health and safety across jurisdictional lines.

CEQA Fair Argument Standard Under the fair argument standard (CEQA Guidelines §15064(f)), an EIR is required if there is substantial evidence in the record supporting a fair argument that the project may have a significant effect on the environment — even if other evidence suggests otherwise. For an MND, there must be no substantial evidence supporting a fair argument of significant effects after mitigation. Here, the combination of the IS/MND's omissions, the 2024 Independent Lake Tahoe Basin Wildfire Evacuation Analysis (demonstrating severe South Shore bottlenecks and prolonged clearance times), expert credentials from Camp Fire responders (John Messina and Shane Lauderdale), *Bonta* precedent, violations of 14 CCR fire safe regulations, and Compact Article II public safety thresholds creates a strong fair argument of significant wildfire and evacuation impacts. This mandates a full EIR rather than an MND.

### *Response to Comment O3-12*

The comment reiterates its objections to the analysis of the Draft IS/MND and the perception that the document was not prepared in accordance with TRPA and CEQA requirements. With respect to TRPA, the City has been coordinating with TRPA regarding the Project but can not direct TRPA (an independent agency) to prepare an EIS for the project as that is beyond the scope of the City's jurisdiction. Furthermore and as shown above in the

responses to this letter, fair argument does not exist and preparation of an EIR is not mandated or required. Refer to Response to Comments O3-6 and O3-9.

### Comment O3-13:

**Conclusion and Requests**

Substantial evidence supports a fair argument of significant environmental effects. The City must:

1. Immediately withdraw the Draft IS/MND.
2. Prepare a full joint CEQA EIR and TRPA EIS with comprehensive technical studies, including quantitative wildfire/evacuation and fire spread modeling.
3. Fully evaluate alternatives and cumulative impacts.
4. Provide meaningful public review.

Because the IS/MND lacks substantial evidence for its less-than-significant findings and fails to proceed in the manner required by law, of which approval of the Project on the basis of this document would be an abuse of discretion.

These comments constitute substantial evidence for the administrative record and any future proceedings or litigation. I request written notification of all next steps.

### *Response to Comment O3-13*

The comment requests that the City withdraw the IS/MND, prepare an EIR/EIS that fully evaluates alternatives and cumulative impacts, and provide an opportunity for public review consistent with CEQA and TRPA requirements. As noted in the responses above, evidence has not been presented that would necessitate preparation of an EIR for the Project or demonstrate that the conclusions of the IS/MND are not supported by substantial evidence. Additionally, the City has been coordinating with TRPA regarding the Project but can not direct TRPA (an independent agency) to prepare an EIS. As preparation of an EIR is not considered warranted, evaluation of alternatives and further evaluation of cumulative impacts is not considered to be required. Further, the Draft IS/MND was noticed and made available for public review for a minimum of 30 days consistent with applicable requirements. The commenter will be provided further notices regarding the Project.

## Comment Letter I1: Jesus Dias – April 17, 2026

### Comment I1-1:

My wife and I own a vacation condo across from Tahoe Keys Marina (439 Ala Wai Blvd., Unit 93). We fully support the Tahoe Keys Marina Redevelopment Project. We believe the redevelopment of a dilapidated marina into a world class marina will be good for the environment and the community.

### *Response to Comment I1-1*

The comment expresses support for the Tahoe Keys Marina Redevelopment Project. The comment does not address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required. However, this comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

## Comment Letter I2: Allan Miller – April 21, 2026

*Verbal comments provided by Alan Miller as part of Public Communications at the City of South Lake Tahoe City Council Meeting on April 21st, 2026.*

### Comment I2-1:

Hello Members of the City Council and interested public. I'm Alan Miller, a professional civil and environmental engineer. I was employed by the Lahontan Water Quality Board for 25 years, where (among many duties) I oversaw the regulatory programs for the Lake Tahoe marinas in California, writing and issuing permits, conducting inspections, reviewing monitoring reports, taking enforcement actions, and supervising staff doing the same.

The subject I want to discuss tonight is the project to remodel and rebuild new structures on the existing Tahoe Keys Marina site. As I understand it, you have a meeting scheduled on May 14th to consider adopting a proposed Initial Study and a Mitigated Negative Declaration, based on a legal ad in the Tahoe Daily Tribune. I'm here to give you a preview of what I may comment on at that meeting.

First, I want to inform you that the Notice of Intent issued by the City staff for the environmental document was flawed. Fatally, in my view, by allowing a public comment period of only one or two days when 30 days is required under the California Environmental Quality Act. The apparent error was repeated in the public notice in the Tahoe Daily Tribune and the Notice of Intent on the City's website. Thus a hearing on the matter and adoption is legally improper. Dated April 3rd, the NOI, the Notice of Intent, says the review period for the Initial Study/Mitigated Negative Declaration starts on April 3, 2026 and ends on May 5, 2026. Comments will be accepted on the Initial Study/Negative Declaration until 5 pm on April 5, 2026. That's two days. So there's no getting around the implication that the public gets two days to comment, while the City gets 30 (what… what…) 30, 40 days for administrative processing. The correction is simple. An environmental document must be reissued for public review with the hearing for adoption postponed accordingly.

### *Response to Comment I2-1:*

This comment identifies a typographical error in the NOI pertaining to the public comment period for the IS/MND. The comment requests reissuance of the NOI and extension of the public review period for the Draft IS/MND. In response to this comment, the City reissued the NOI on May 1, 2026 and extended the public comment review period to allow for a minimum of 30 days for public comment, in accordance with CEQA Guidelines § 15105(b). No further response is required.

### Comment I2-2:

I have substantial disagreements with the conclusions in the environmental document as well, but with two days to comment, I was foreclosed from commenting by the time I read the newspaper ad. There would be no point in commenting since the public comment period was legally closed. I would say that this project requires an environmental impact report anyway due to cumulative effects. You see, no person… no agency seems to understand anything about cumulative effects with respect to the physics and biology of Lake Tahoe. No agency has studied or issued any reports on cumulative effects. There is the UC Davis Research Group and the ongoing State of the Lake reports. And really that is all that is needed to show that Lake Tahoe has been and continues to be significantly affected by development and that many project effects, if not all, are cumulatively significant because Lake Tahoe water quality has only deteriorated significantly since measurements began. This despite all the thousands of projects that have been approved basin-wide with no findings of significant effects. It's all a

failure to recognize Lake Tahoe restoration is less than zero. Far less. The only option under the law, I see it, requires that you'll have to do an EIR, an Environmental Impact Report, and make findings of overriding considerations that the project, recreation and economic development, is more important than Lake Tahoe water quality and so some significant effects must be allowed. That's the choice. Negative Declaration isn't going to suffice. That's the gist of what I came to tell you and to request that you postpone the May hearing.

***Response to Comment I2-2:***

The comment expresses concern that the Project may be cumulatively considerable with respect to water quality impacts to Lake Tahoe and requests preparation of an EIR. This comment precedes written correspondence from this commenter that is provided as Comment Letter I4 and refers to the Annual State of the Lake Report conducted by the Tahoe Environmental Research Center as evidence of significant deterioration. Contrary to statements made in this comment and including statements from the 2025 State of the Lake Report that are referred to more specifically in Comment Letter I4, the report states on page 11.1 that "the long-term trend over the past two decades suggests that lake clarity is neither significantly improving nor declining. The system appears to be in a relatively stable state…." In addition, the State of the Lake Report 2025 goes on to acknowledge that a variety of factors could affect lake clarity and other conditions (including water quality) like recent wildfires that result in ash and smoke deposition within the Tahoe Basin (see page 9.6). As such, this comment does not present evidence of a cumulatively significant impact that was not evaluated as part of the Draft IS/MND because the baseline analyzed in the IS/MND considers the long-term trends with respect to Lake Tahoe's water quality and recent wildfires. In addition, a key purpose and objective of the Project is to enhance environmental protections in the area and for the Tahoe Basin. This includes both during construction and with operation of the Project and would be accomplished through compliance with existing regulations (e.g., regulatory permitting, the Tahoe Construction General Permit, a site-specific stormwater pollution prevention plan [SWPPP], etc.).

As no new significant or substantially more severe environmental impacts are identified in this comment, preparation of an EIR and/or amendment of the Draft IS/MND in response to this comment is not warranted.

## Comment Letter I3: Lisa Hodges – May 26, 2026

### Comment I3-1:

I am writing in regards to the Tahoe Keys Marina Redevelopment Project as a member of the South Lake Tahoe Windjammers Yacht Club. The South Lake Tahoe Windjammers Yacht Club supports responsible reinvestment and modernization of the marina. Our goal is to ensure that the local boating community remains part of the long-term vision for Tahoe Keys Marina. For decades, the Tahoe Keys Marina has been a cornerstone to boating access to Lake Tahoe from the south shore, providing a launch ramp and hoist, dock storage, fueling and pump out services, and access for competitors visiting from out of town during regattas. It is essential for the longevity of our organization that the redevelopment plan maintains or improves launch access for sailboats via a new ramp or crane. By preserving services for sailboat access to Lake Tahoe, Tahoe Keys Marina will support an active local boating community that provides stewardship, education, and camaraderie.

***Response to Comment I3-1:***

The comment expresses support for the modernization of TKM. The comment does not address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required. However, this comment is noted

and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

## Comment Letter I4: Alan Miller – May 30, 2026

### Comment I4-1:

**Executive Summary:**

An Environmental Impact Report (EIR) is required due to significant and potentially significant adverse effects on the environment, reasonably foreseeable direct and indirect significant or potentially significant adverse effects and cumulative adverse effects with other projects. Mitigation for all significant effects is not always feasible, and that may be the case with this Project. The EIR process provides an avenue to approve of the Project despite the above if impacts and mitigation measures are further studied and developed and overriding circumstances are applicable, as found by the lead agency. The environmental documentation presented is legally deficient and insufficient to support a finding of no significant environmental effect, thus an EIR is required.

***Response to Comment I4-1:***

The comment expresses support for the modernization of TKM. The comment does not address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required. However, this comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

### Comment I4-2:

**Planning Framework**

The City of South Lake Tahoe (City/lead Agency) has presented an Initial Study/Mitigated Negative Declaration (IS/MND) for adoption by the City Planning Commission (PC) under provisions of the California Environmental Quality Act (CEQA) for some proposed changes at the existing Tahoe Keys Marina (TKM). The IS/MND was prepared by NCE, a private consultant for the City, and the City has made a Finding of No Significant Effect (FONZE) for the Project based on the IS/MND. Keep in mind the purpose of the IS/MND is to evaluate reasonably foreseeable potential adverse changes to the existing environment and mitigate any such direct and indirect effects so that an Environmental Impact Report (EIR) entailing a greater level of analysis and mitigation measure development is not required. Thus, the City and NCE are soliciting input on the IS/MND and proposed FONZE from other agencies and interested members of the public such as me to assess whether all potentially significant impacts are identified and mitigated to support a FONZE. In my expert opinion I assert the FONZE is not supported under the requirements of CEQA and an EIR is thus required. I am happy to explain my views herein.

Commenter Credentials

I am Alan Miller, a professional civil and environmental engineer, a former Chief of the North Basin Regulatory Unit with the Lahontan Regional Water Quality Control Board until my retirement in 2018. My specialties include water quality control and solid waste management. Among my many duties for those 25 years of public service on behalf of water quality was regulating the twelve marinas on the California side of Lake Tahoe, issuing and enforcing waste discharge requirements (permits) under state and federal laws applicable to the marina industry, issuing dredging permits, reviewing reports, conducting inspections and water monitoring, taking enforcement actions, responding to spills and emergencies, and reviewing project documentation much like this

for projects under CEQA, the National Environmental Policy Act (NEPA), and the Tahoe Regional Planning Agency (TRPA) system of environmental review for projects in the Lake Tahoe basin (which is neither CEQA nor NEPA). I have over 49,000 hours of professional work as a water quality regulator for the Lahontan Water Quality Board, not including my five years at University and substantial post-retirement activist work since 2018.

At the outset, let me state that I am not against boating, in general, or fun on the water. My father owned a speedboat which we used on the Mississippi River and other large rivers and I later lived on the shore of Clear Lake, Iowa, with a private dock at my family house and recreational boats of all kinds. I was a water skier before I was a snow skier. I crewed and skippered on the Lahontan Water Board vessel and crewed on sailboats on Lake Tahoe.

At the same time, I know first-hand that recreational boating is not without its impacts. Marinas are the industrial side of it, including maintenance and repairs of various kinds involving industrial products like oils and hydraulic fluids, abrasives and hull paints, waxes, cleaning agents, fueling and spills, sanitary wastes, hydrocarbon emissions and discharges, aquatic invasive species proliferation and more. There is much to consider that generally goes unconsidered or that is discounted as "insignificant." In addition, there is a lot of activity that occurs that is difficult to manage or control with the recreational boating public. Greater boater awareness of their impacts is needed so that they may be better managed and prevented or reduced. These would be things like impacts from cleaning and waxing boats on the water, discharges of contaminants in bilge water (there is no collection systems for treatment), improper sanitary waste disposal, sanding and painting vessels onsite, not reporting spills of fuel or other wastes to waters, litter and barbecue ash overboard, playing music at excessive volume to overcome engine noise, discharging heat from cooling water (i.e., from engine maintenance) to natural waters, etc., etc. The environmental documentation fails to describe management or other controls to reduce or prevent impacts for such foreseeable activities and that is needed.

### *Response to Comment I4-2*

The comment presents the commenter's understanding of the Project, as well as his professional background (including with CEQA/NEPA) and familiarity with boating. The comment also refers to a Finding of No Significant Effect or FONZE as the comment states. However, a FONSI is appropriate within the context of NEPA or a FONSE within the context of TRPA jurisdiction. A FONZE, as referred to in this comment, is not a document or formal determination within the context of CEQA and the IS/MND for the Project. The City has not made a FONZE determination with respect to the Project. Section 4.10 of the IS/MND analyzes hydrological and water quality impacts related to debris and stormwater runoff into Lake Tahoe. The commenter's general opinion regarding the appropriateness of an IS/MND is noted, but the comment does not address the adequacy or conclusions of the Draft IS/MND. Therefore, no further response is required.

### Comment I4-3:

Nature of the Comments

I am going to write a lot of comments with the objective of disclosing the significant and potentially significant effects of the Project as I see them, with the understanding that if the potential adverse effects are not known no mitigation will apply and so the adverse effects no one wants or anticipates are more likely to occur. I will mainly comment on what is missing from the document that makes it deficient rather than line-by-line nit-picking. I'm not seeking to "pile on" for bulk and if I don't comment on something I probably don't have a significant concern with it. My experience tells me this Project will be approved one way or another, so

whatever impacts occur may be long-lasting and widespread if not mitigated. I seek to prevent adverse effects before they occur so people aren't harmed and so ad hoc and lame mitigations don't have to be developed later, or not at all.

I will write from first-hand experience with the Tahoe marinas, including TKM, as well as a host of other related topics. For instance, I assisted to write the Water Quality Control Plan for the Lahontan Region (Basin Plan) cited in the IS/MND and had thorough familiarity with the Lake Tahoe Total Maximum Daily Load (TMDL) regulations developed to reverse the ongoing and uninterrupted degradation of Lake Tahoe clarity, including since the regulations were adopted by the Lahontan Water Board in 2012. I supervised the staff that wrote the current operating permit for the Lake Tahoe marinas, Board Order No. R6T-2016-038, a National Pollutant Discharge Elimination System (NPDES) permit for storm water discharges from industrial activities associated with marina operations (Marina General Permit). Thus, my opinions are based on expertise with engineering and water quality gained from my university education and state credentialing and service, as well as significant post-retirement engagement on certain environmental issues.

Most notably issues that concern me here include microplastics from unaddressed sources within Lake Tahoe, namely, the plastics associated with shoreline structures, the marina industry and the recreational boating industry in general. I have also opposed the unfettered rollout of wireless technologies for telecommunications and internet service that has adversely altered the Tahoe basin ecology and environment in ways unexamined by any agency, most notably TRPA—which has legal jurisdiction over any "activity" that may adversely affect the Tahoe environment and has failed to exercise that authority over the telecommunications industry in an abject and unreasonable disregard for duty under law and abandonment of the public trust. The purpose of mentioning that here is not to revisit the past and TRPA's many failings, but to bring the public record from the past forward with specific regard to this Project at the existing TKM. Most pointedly, the TKM is currently the site of a cellular macrotower as mentioned (but not rendered pictorially) in the IS/MND, probably because it is ugly and out-of-place except that TKM is an industrial site. It also happens to be adjacent to and adverse to the most important water quality feature in the entire Tahoe region, the scenic Upper Truckee River and Marsh, under active and ongoing restoration by the CA Lake Tahoe Conservancy (CTC) to protect Lake Tahoe.

***Response to Comment I4-3***

The comment presents additional information regarding the commenter's professional background, and the commenter's opinion regarding microplastics and existing operations at TKM. The comment does not address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required. However, this comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

**Comment I4-4:**

Introductory Remarks on the Project and Documentation

I am going to make some introductory remarks to frame the issues as I see them for this Project and then review and comment on specific parts of the IS/MND I find to be deficient (less on its included effect Checklist). This may be with regard to objective standards, incomplete or missing relevant information, missing or dismissing adverse effects, or effects otherwise objectionable to me based on "fair argument" about "reasonably foreseeable adverse effects " I will present. I will augment the public record with regard to the TKM, its past and history, and the predictable effects of continued operations under the proposal to expand the built

improvements at TKM as desired by the new owner/operator and boating public TKM serves. I will show the Project approval as proposed will have significant and potentially significant effects on water quality, public access, public recreation areas, and the ecology of Lake Tahoe and why the only legitimate avenue to legal approval of the Project, if there is one, is through completion of an EIR.

I have written, "Keep Tahoe pure; microplastics endure. Use wood, metal and stone in the shorezone." I have a different vision for the TKM and boating in general at Lake Tahoe, which has a truly world-class level of contamination with microplastics based on sampling of open Lake areas; I suspect based on my expertise and sampling that microplastics levels in the Tahoe Keys are much worse, and the TKM Lagoon and sediments are loaded with some of the most toxic plastics such as polyvinyl chloride (PVC) from the plastic-composite docks recently replaced. On that basis I would like to encourage and see something like a return to boating in the 1950s era, before plastics saw widespread uses in the boating industry.

I want elegant wood, metal, stone and glass to replace the plastics in the shoreline structures and wooden and metal boats on the waters. The "classic" and beautiful wooden boats could be revived at Lake Tahoe, and metal like the steamships of old or modern steel and aluminum, to become the norm. The plastic has to be removed. Lake Tahoe is already degraded by soil particles and algae but, as bad as that is, it is nothing compared to impairing the waters for drinking, wildlife and other purposes with long-lived toxic contaminants such as the microplastics at extraordinary levels. Such are the unexamined impacts from boating on water quality due to microplastics that will be very difficult to reverse in Lake Tahoe. My vision is a major tweak to what exists but not unattainable over time, even within the scope of the proposed Project. In that way the ongoing effects of plastics could be reduced and eventually eliminated as sources. The largest sources of microplastics at TKM, other than plastic boats, have been removed but the legacy of plastic mismanagement remains in the sediment and waters. These are all ideas to mitigate the past harms going forward.

### *Response to Comment I4-4*

The comment expresses preference for the use of wood, metal, stone, and glass within shoreline structures, as well as wooden and metal boats, instead of plastic materials. The comment also states that significant environmental impacts will be identified in subsequent comments. However, this comment does not address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required. However, this comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

### Comment I4-5:

The IS/MND is somewhat to very misleading about what the PC is being asked to approve. I visited the TKM in May 2026 and saw that many redevelopment activities at TKM have already been completed. Examples include that floating dock surfaces and floats have been replaced with new concrete and plastic, respectively, all the gangways have been replaced, and this is described in IS/MND 2.1.1. The sheet-pile bulkheads have been replaced around much if not all of the TKM perimeter, new paving has been constructed in the boat storage and area and there are probably other things that have less obviously been "repaired and replaced" or modified. At the same time the closed Fresh Catch restaurant (slated for demolition, see below) is left to rot, its paint peeling and flaking off into the soil and waters adjacent the fueling dock—as it has for years. This approval under CEQA is not needed to demolish the Fresh Catch, as implied. I can understand that nothing appears sensitive in this environment which has been so heavily impacted for so long. As such there is a need to reconcile the former and existing conditions that have been changed piecemeal under City and TRPA approvals.

A general comment is that the IS/MND is not suitable to present in its present form for adoption due to errors, omissions, inconsistencies and contradictions; it is a rather incomplete and confusing jumble, as I'll explain, with discrepancies between what exists and is proposed, impacts from continued and expanded marina operations unaddressed in any detail and questions on what specifically the PC is approving of with this Project, versus what's already completed or may be changed later. There is much repetitive redundancy, not all of which is internally consistent. These deficiencies should be remedied with an EIR for the Project that is clear, current with existing conditions and development progress, and consistent.

***Response to Comment I4-5***

The comment expresses concern regarding the presentation of information in the Draft IS/MND and perceived implementation of components of the Project already. Contrary to statements made in this comment, none of the components of the Project have been implemented to date as they are awaiting consideration of approval by the City. That said, the Project area is an active site and does require maintenance, which may include targeted repaving and other repairs. It is also important to note that dock replacement is not part of the Project, nor is it evaluated as part of the Draft IS/MND. Some realignment of the existing docks may be necessary during construction of the replacement boat launch and was contemplated as part of the IS/MND.

The comment states that certain errors and redundancy are present in the Draft IS/MND that should be remedied through preparation of an EIR. However, this comment does not identify any perceived errors, omissions, or inconsistencies, and no further response is required. The Draft IS/MND has been prepared in accordance with CEQA requirements and reflects a consistent baseline of existing conditions against which the potential physical environmental impacts of the Project are evaluated.

**Comment I4-6:**

**Storm Water Management**

Construction Activity

The statewide Construction Activity Storm Water General Permit does not apply and should be stricken at several locations, along with supporting text if inapplicable. The correct permit is the Tahoe Construction Activity Storm Water General Permit also referenced in several locations in the IS/MND, an internal inconsistency that riddles the document. The Tahoe "CGP" is a zero-discharge permit with regard drainage leaving the construction site for the first inch of rain. How will that requirement be met during demolition and construction?

***Response to Comment I4-6***

The comment states that the General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities does not apply to the Project. The comment does not identify specific references to this permit within the Draft IS/MND with which the comment disagrees. The only location within the IS/MND that refers to the statewide General Permit is Section 2.5.3 of the Draft IS/MND, which outlines construction controls that would be implemented as part of the Project. As the statewide General Permit was used as the basis for development of the General Permit for Storm Water Discharges Associated with Construction in the Lake Tahoe Hydrologic Unit, it's use in this context is considered appropriate. Further, the RWQCB in Comment L1-2 above identifies coverage under the statewide General Permit as one of the permits that would be required for the Project. Amendment of the text of the Draft IS/MND is not required.

### Comment I4-7:

Marina General Permit

See https://www.waterboards.ca.gov/lahontan/water_issues/available_documents/#permits for the Marina General Permit. There is no indication that anybody on the developer side or consultant has any awareness of these Marina General Permit requirements, nor any indication that the current owner has obtained coverage by completing a notice of intent to comply. I can't vouch for the prior owner of TKM, but assume it was covered. The Permit is a shield from liability and discharges of industrial storm water as may have occurred without an NPDES Permit may be subject to substantial civil liability. The "discharger" may contact Lahontan Water Board staff, make an appointment to review files, get Marina General Permit coverage. They'll work with the Project proponent.

The Marina General Permit wasn't mentioned in the whole IS/MND write-up. It is a wonder to me that the IS/MND is touting improved storm water management as an objective of the Project—with no details provided—but the industrial storm water requirements have been in place for many years. The TKM had gravel trenches for the buildings and parking lots since the 1990s era anyway, and an area for managing dredged materials and associated wastewater. I have no doubt the existing "Best Management Practices" need maintenance and refurbishment/upgrades.

### *Response to Comment I4-7*

The comment expresses concern regarding the lack of specific mention of the Marina General Permit (Order No. R6T-2016-0038). The Draft IS/MND does refer to waste discharge requirements that would apply to the Project, which would include compliance with the Marina General Permit. Refer to Response to Comment L1-5. For clarity, the following text has been added after the third full paragraph on page 91 of the Draft IS/MND:

> **Marina General Permit**
>
> The Marina General Permit (R6T-2016-0038) regulates stormwater discharges and minor construction activities at commercial marinas within Lake Tahoe. The Marina General Permit regulates industrial stormwater discharges from marina operations, stormwater discharges from parking lots, and other activities associated with marina operation. The permit requires implementation of BMPs and may require additional documentation beyond the NPDES Construction Stormwater General Permit for the Lake Tahoe Basin, including a Marina Pollution Prevention Plan (MPPP), a Discharger Monitoring Plan (DMP), and a Marina Surface Water Monitoring Plan (MSWMP).

The above-listed change does not constitute substantial new information, as defined by the State CEQA Guidelines Section 15073 as it does not result in a new or substantially more significant impact. Further, as noted by the RWQCB in Response to Comment L1-5, the Project would seek coverage under the Marina General Permit as part of the permitting for the Project and prior to initiation of construction. The applicant would work with the RWQCB to prepare any necessary updates to the plans identified in this comment, including a MPPP, DMP, and MSWMP. As such, recirculation of the Draft IS/MND is not required under CEQA.

### Comment I4-8:

Storm Water Mitigation Lacks Details

I wrote that no details of storm water management and treatment systems are provided to describe how "mitigation" for pollutants will function to reduce impacts on the constrained site during and after build out.

Mere assertions that the developer will do this or that to comply with permits gives no assurance that requirements can actually be met, thus deficient mitigation is proposed based on assertions and no discussion of site constraints or how storm water requirements will be met, at least at a conceptual-design level. Given the proposal to import 3500 cubic yards (CY) of foreign fill material to raise the foundations of the building by 2.5 feet perhaps there will underground storage chambers for storm water retention but that is a pure guess because there is nothing other than assertions about improved storm water systems, and that is the extent of it.

I note that pdf p24 indicates TRPA has classed the Project site as Land Capability Class 6, the highest for development. The Project site is filled, compacted meadow. The Class 6 designation is artificial. In the area near the TKBHA parking lot and the Water Tank and Storage Facility I recently observed water levels two feet or less below grade. That is generally not consistent with Class 6 land. Class it how you want but the constraints with ground water are real, not artificial. Typically, five feet of separation is required from storm water system infiltration surfaces and potential ground water elevations and there is no indication in the IS/MND of how that will be met with two feet to ground water, at least in some areas.

The environmental documentation needs to demonstrate how and where the storm water will be managed on the site, including snow and snowmelt. No collection systems and flows paths for storm water are provided in the IS/MSD to demonstrate how applicable requirements will be met on the Project site such that impacts will be mitigated, versus just writing that “Best Management Practices” will be applied. Which BMPs and where is the question, at least enough to demonstrate impacts will be mitigated. It is another deficiency of the IS/MND that must be remedied.

***Response to Comment I4-8***

The comment requests additional information regarding stormwater facilities and notes that the lack thereof is a deficiency of the IS/MND. Contrary to statements made in this comment, the level of detail presented in the Draft IS/MND is consistent with the current level of design. Through compliance with applicable requirements, including NPDES, the Tahoe Construction General Permit (as referred to by the commenter), and the Marina General Permit, on-site stormwater flows will be collected and managed. The City may expect that the agencies with jurisdiction over stormwater, hydrology/water quality and hazardous materials impacts will satisfy their legal obligations. *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906. Refer to Response to Comment O2-4 for additional information regarding the proposed on-site stormwater collection system. Based on the current design drawings for the Project, adequate stormwater capacity would be available within the Project area to accommodate the projected stormwater flows associated with Project development. This will be verified through further design and review by the City and RWQCB, as appropriate, and at such time, site-specific BMPs would be finalized and required during implementation of the Project. Further presentation within the context of the IS/MND is not required.

**Comment I4-9:**

With the Fresh Catch closed for years and little boating activity in the colder months the TKM has had limited need for plowing and storing snow. That is the existing environment. It appears that could all change to year-round operations even if boating activity is minimal in winter conditions. The Project needs a management plan for snow storage so that snow removal and storage does not adversely impact soil, groundwater or surface waters, and so that snowmelt either infiltrates the soil in designated areas. Will snow be removed from the piers for winter access? During construction? If so, in what manner, i.e., shoveled or blown into the water with a snowblower, “Bobcat” grader, other, and what are the potential impacts and mitigation measures?

In addition, consideration needs to be given to where snow is going to be stored with the changes proposed to paving and circulation patterns and year-round commercial operations. Dredging has often been conducted in the "off-season" when boaters are fewer. If that will occur, how will wastes, site access and public access be managed? It is not acceptable to bypass storm water treatment systems and push snow from the parking areas or building roofs into the TKM Lagoon. It is not acceptable to fill surface basins (with none shown) or other retention systems for storm water with snow and ice (or dredging wastes and wastewater) if capacity for treatment and or storage of liquid water is adversely affected. Cove East sees much use by winter visitors and with no sidewalks along Venice drive the environmental documentation needs to demonstrate how potential impacts to public health and safety will be mitigated during winter conditions while maintaining public access under the proposed changes to prevent significant effects. See additional comments related to parking/public access and dredging in sections that follow.

***Response to Comment I4-9***

The comment requests further information regarding snow storage within the Project area. With respect to snow storage within the Project area, refer to Response to Comment L1-8. With respect to dredging, refer to Response to Comment L1-4.

**Comment I4-10:**

Fire Water Storage and Management

With the water storage mentioned (pdf p24), my experience is that potable water tanks need to be drained at times for cleaning or maintenance or to refresh the contents or tested for fire flows. Where will the 500,000 gallons of water (or portion thereof) be discharged in that event? STPUD generally won't accept that to the sanitary sewer due to pumping costs, dilution at the treatment plant, etc. Chlorinated water is toxic to aquatic life and can't be discharged to surface waters unless dechlorinated. Certain "clear water" discharges can be covered under a National Pollutant Discharge Elimination System Permit from the Lahontan Water Board that outlines requirements. What are the plans and mitigation measures? Such "clear water" waste discharges should not be to systems designed to store and treat storm water unless excess capacity is provided and they are designed for that joint function.

***Response to Comment I4-10***

The comment requests additional information regarding the maintenance of water tanks associated with the Project. The specific details regarding the manner in which stored water would be removed and appropriately discharged from the proposed on-site water storage tanks will be determined as part of the NPDES permit process. These details are an operational consideration to be determined if the Project is approved and in cooperation with the RWQCB and other entities, as appropriate.

**Comment I4-11:**

CEQA Exemptions

I want to write a few things about CEQA exemptions. They don't necessarily imply "no adverse effect." For example there are "Categorical" exemptions for things like "existing facilities" and there are plenty of those that have had, and continue to have, very significant adverse effects— not the least of which is the TKM. Whether statutory or categorical an exemption means simply the CEQA law does not apply. Even so, if there are impacts they are often mitigated under permits, etc., not CEQA. There are some cases where a categorical exemption

may not apply due to specific circumstances, subject to challenge against agency determinations. For instance, CEQA exemptions have been applied to past maintenance dredging activities. I no longer think that's appropriate due to contamination problems as further discussed herein.

A discretionary project under CEQA requires evaluation of its potential environmental impacts under CEQA provisions and case law. If the developer wanted to be exempt from CEQA it could likely repair and replace the existing facilities and even build limited "new small structures" and operate the TKM much as TKM has operated for many decades. As stated, the new owner has already accomplished some of that and may continue to operate the TKM as such without approval of the Project.

I have concerns with the new plastic pier floats at TKM as the new ones are not unlike those replaced, a plastic shell filled with polystyrene plastic. My concern is due to relatively high levels of microplastics in Lake Tahoe but the replacements are already done under City exemptions from CEQA and/or as approved by TRPA as a settlement for violations of its Code or permit for TKM. The pier replacements were badly needed to abate rotting plastic piers and broken floats that persisted for many years, delivering microplastics directly to the waters, but only wood, metal and stone should have been used. There is no discussion of any of this in the IS/MND, nor any indication that the pier/dock replacements have already been made to abate plastic pollution effects. Such missing narratives are a part of the picture needed to evaluate effects based on the existing environment.

With the dockside improvements completed, the IS/MND focuses only, and improperly, on the "landside" improvements proposed on pdf p 3, except for the sheet-pile bulkheads mentioned; like the replaced piers the bulkheads are proposed as part of the Project, but have already been replaced with whatever environmental effects they carry under the exemptions granted or trespassed. It appears the metal sheet piles are painted. Paint can flake off and may contain micro- and nanoplastics. The new bulkheads appear to be robust engineered structures but they do encroach on and have filled portions of the "waters of the state" within the TKM, and ordinarily the effects of such deletions of state waters are required to be "mitigated" and offset by creating permanent new "waters of the state" or restoring degraded WOS, e.g., by a factor of 1.5 or greater (see prohibitions in the Basin Plan). The IS/MND (pdf p17) indicates, "The Project would involve replacing approximately 1,600 linear feet of the existing sheet pile bulkhead. . ." six inches wide, so that is 800 square feet where critters may no longer dwell and natural processes cease. To offset, 1200 square feet of "new" state waters ordinarily must be provided for mitigation of the loss, at a minimum, and there are various means for that. The IS/MND is deficient for omitting mitigation requirements, and pdf p24 indicates there are still bulkheads to be installed with removal and relocation of the boat ramp. Will that involve additional loss of WOS? No mitigation is proposed for the temporal loss of functions in these areas. But again, the IS/MND does not disclose that the bulkheads in most areas are already done, without any mitigation requirement noted and no mitigation required. What is exempt and what is not, subject only to other required approvals? What is the PC being asked to approve from the IS/MND versus what is exempt? It's hard to tell from the IS/MND. Can the PC disapprove the bulkheads or require mitigation, or leave it to some other agency to provide the mitigation somehow, piecemeal down the line? Did Lahontan Water Board and U.S. Army Corps of Engineers approve the bulkhead replacements? I suspect this bulkhead replacement without mitigation simply got overlooked without a thought and it's doubtful that any other person/agency will notice a violation of a Basin Plan prohibition has occurred, including the Lahontan Water Board staff. See additional comments related to the Project Description below.

***Response to Comment I4-11***

The comment requests additional information regarding the replacement of the existing bulkhead. As noted in Section 2.4.8 on page 17 of the Draft IS/MND, the bulkhead replacement to be conducted as part of the Project would consist of placing new sheet piles in front of the existing sheet piles. It is unclear what the commenter is referring to, but no components of the Project have been implemented to date. The Tahoe Keys Property Owners Association who owns a majority of the bulkhead within the lagoon has separately, and completely unrelated to the Project, replaced bulkhead on property wholly owned by the Association. Should the Project be approved, the applicant will prepare permit applications that include the bulkhead replacement (only on land owned by the Tahoe Keys Marina) for review, negotiation, and approval by the RWQCB and USACE. Refer to Response to Comment I4-5 for additional information. Further, dock replacement is not a component of the Project and statements related to microplastics associated with existing and/or replacement docks do not pertain to the Draft IS/MND. Boating is a permitted use for the site and the Project does not include an amendment to that use. Therefore, the type of boating that should be allowed on Lake Tahoe is outside the scope of this IS/MND.

**Comment I4-12:**

**Antidegradation Requirements and Wastes from Continuance and Expansion of Uses**

The Project is a major redo of the largest marina on Lake Tahoe, the developer "going BIG" with new large structures and expansions of commercial land uses, several eateries where one closed eatery exists, a boat sales showroom and other amenities not currently present on the Project site. Given the history, context and setting I think it is almost absurd to consider a FONSE for this Project on its face, with all the historic and ongoing OUTSIZED impacts of the Tahoe Keys and its Marina on the Upper Truckee Marsh, the Upper Truckee River, on Lake Tahoe—with its ever declining water quality. There is a huge legacy of unabated impact that will only cumulatively expand with the Project as planned. The IS/MND glosses over the history with a line or two as if only what is written is germane. I will go on to show why the past has further bearing on this Project and requires greater scrutiny than one might anticipate.

I acknowledge that I possess specialized and specific knowledge of the industrial facility the planners do not possess, and that is what I'm offering. I'm not faulting them on that account. I will add that I hold the developer harmless in all that follows, assuming good faith with the new owner of TKM, because the owner is not required by law to protect the environment other than by following the laws, agency directives and permits. I appreciate very much the steps that have been taken at TKM to abate the microplastics from the piers. However, the new owner purchased not only the assets but the liabilities and "due diligence" is on the prospective owner, "buyer beware" concerning other constraints and potential liabilities in pursuit of profits.

***Response to Comment I4-12***

The comment expresses concern regarding the preparation of an IS/MND, given the history of the Project area. The comment expresses personal opinion regarding the documentation provided but does not directly address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required. As part of the applicant's consideration of the Project, various efforts associated with due diligence, including a Phase I ESA, were conducted within the Project area.

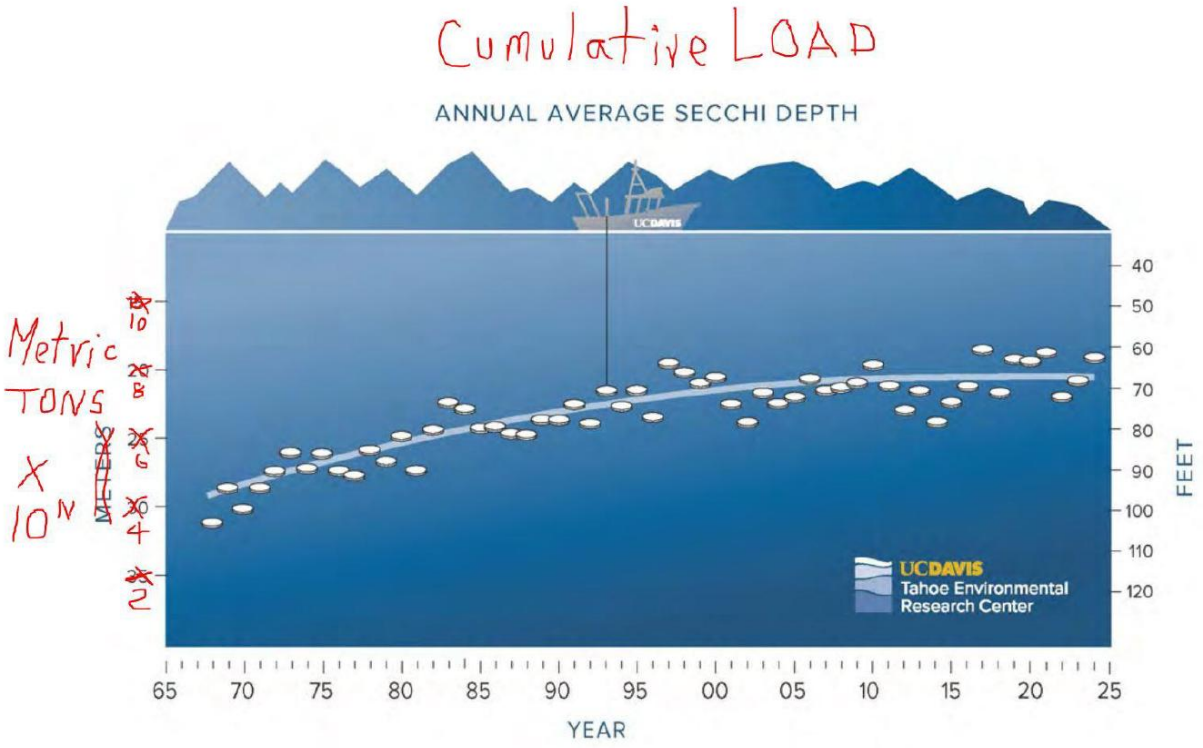
**Comment I4-13:**

Antidegradation Policy For Lake Tahoe And Cumulative Loading

The following is an excerpt from "STATE WATER RESOURCES CONTROL BOARD RESOLUTION NO, 68-16, STATEMENT OF POLICY WITH RESPECT TO MAINTAINING HIGH QUALITY OF WATERS IN CALIFORNIA":

> WHEREAS the California Legislature has declared that it is the policy of the State that the granting of permits and licenses for . . . the disposal of wastes into the waters of the State shall be so regulated as to achieve highest water quality consistent with maximum benefit to the people of the State and shall be controlled so as to promote the peace, health, safety and welfare of the people of the State; and . . . . WHEREAS the quality of some waters of the State is higher than that established by the adopted policies and it is the intent and purpose of this Board that such higher quality shall be maintained to the maximum extent possible consistent with the declaration of the Legislature;
>
> NOW, THEREFORE, BE IT RESOLVED: l. Whenever the existing quality of water is better than the quality established in policies as of the date on which such policies become effective, such existing high quality will be maintained until it has been demonstrated to the State that any change will be consistent with maximum benefit to the people of the State, will not unreasonably affect present and anticipated beneficial use of such water and will not result in water quality less than that prescribed in the policies.

That official Policy was adopted the year prior to the original Tahoe Regional Planning Act adoption by Congress, aka the TRPA Compact, but State policies do not depend on the Compact or TRPA. Lake Tahoe indeed had existing water quality better than the established policies in 1968 and the Compact could not have been absent from legislative minds. Fifty-eight years on, it is not worth the ink to print the Policy with regard to Lake Tahoe. The State has not determined that an adverse change would be to the maximum benefit of the people of the State, yet Lake Tahoe's extraordinary water quality has NOT been maintained. Here follows the record of Lake Tahoe's ever-declining clarity 1968-2025, a familiar graph as presented by the Tahoe Environmental Research Center. However, I made some additions to show another aspect of the problem we've looked at for a long time without seeing.




Namely, the graph may also serve conceptually as a rough record of the cumulative load of pollutants in suspension in the water column, in metric tons times some order-of-magnitude multiplier, specifically unknown. These load elements would be sediment, nitrogen, phosphorus, algae and other minor constituents, a surrogate total of all, just as clarity is a surrogate measure of overall water quality. I just flipped the left axis to increase values going up. Cumulative graphs generally only increase but here the dips could be attributed to sediments settling between runoff seasons or off-gassing, so it's a reasonable conceptual model showing the inverse relationship of clarity and cumulative load over the years: as the load increases by tonnage the clarity decreases by feet. Lake Tahoe has an average residence time for pollutants of 600 years and they accumulate faster than they leave, degrading water quality accordingly.

A Brief History related to Water Quality at Lake Tahoe

TRPA was formed in 1969 due to drastic declines in Lake Tahoe clarity based on history (100 feet or more prior to measurements). Also the Lahontan Water Board relocated its main office from Bishop to the City around those concerns. From 1970 to 1980 very little happened while TRPA was figuring out its way forward, enacting regulations, etc., and studying the problems. Then with the regulation enacted TRPA fell into difficulty with disagreements between CA and NV that nearly ended TRPA. The voting procedures for projects were amended in the early 1980s and then came the building moratorium in 1987. Every year since measurements began clarity declines further "on average" from what it was in 1968.

With things restarted the 1990s saw more growth and development, with Factory Stores, Embassy Suites at Stateline then at Ski Run Marina, marina Master Plans, etc., etc. Every year since measurements began clarity declined further "on average" from what it was in 1968. In the early years of the new century it was apparent to the public that more was needed and the laws demanded adoption of a TMDL regulation to restore water quality. During a decade of research to develop the TMDL, every year since measurements began clarity

declined further “on average” from what it was in 1968. When the TMDL was done and implemented circa 2013, many were hopeful it would lead to restored water quality. Every year since measurements began clarity declines further “on average” from what it was in 1968 to now.

The Lahontan Water Board, Nevada Dept. of Environmental Protection, USEPA, TRPA and many others (Congress) claim to be leading the effort to restore Lake Tahoe clarity but every year since measurements began clarity declines further “on average” from what it was in 1968. There is no restoration of water quality happening: Every year clarity declines further “on average” from what it was in 1968 at a rate of about 1.5 feet per year, year after year. That is the opposite of restoration and “antidegradation”: that is further degradation due to cumulative pollutants. At present rates of decline I give Lake Tahoe about 40 more years before clarity is zero based on extrapolating the data. How much longer the agency lies and propaganda can continue in the face of obvious and incontrovertible data is a wonder.

### *Response to Comment I4-13*

The comment expresses concern regarding the commenter’s perceived decline of water quality and clarity within Lake Tahoe. Contrary to statements made in this comment, the report cited in this comment states on page 11.1 that “the long-term trend over the past two decades suggests that lake clarity is neither significantly improving nor declining. The system appears to be in a relatively stable state….” The commenter’s modification of data provided in the cited report is not considered appropriate or valid for the purpose of presenting evidence. No further response is necessary.

### Comment I4-14:

**Environmental Impact Report Requirements**

I spoke to the City Council on April 21, 2026, saying I had some disagreements with the conclusions for this Project, the FONSE, and that an EIR would be required to comply with CEQA. This is due to the cumulative effects of the Project on Lake Tahoe with all the foregoing projects in the region (nearly all approved with a FONSE). The effects, however seemingly insignificant, are cumulatively considerable because every additional increment, however individually limited, is actively causing and contributing to impairment of Lake Tahoe water quality.

In many cases the IS/MND cites permits as “mitigation” measures. However, such permits also allow degradation by adding to cumulative effects. The permit requirements are typically based on so-called “best management practices” and those BMPs are seldom 100 percent effective.

The procedures to overlook or pay lip-service to policies on “antidegradation” and cumulative effects are long-standing agency lies by custom and convention in various guises—and all agencies do it at Lake Tahoe. It is so pervasive it is like a disease so I’ve developed an acronym for it: Governmental Institutional Blindness Syndrome; they’ve all got a bad case of the GIBS. This is how well meaning people are destroying Lake Tahoe without understanding how, though some know.

A permit is a license to degrade the environment in accordance with certain allowances (whether legal or not), just as with the proposed FONSE here accompanied by claims of “no significant effects.” A deficient IS/MND falls short of protection, as does a deficient permit. Issuing a permit doesn’t ensure mitigation. Holding agencies accountable (for proper environmental reviews or permit oversight) through the legal avenues provided is nearly impossible (as they know). Thus, the public is disenfranchised and the environment is not protected. TKM has just been a prime example over the decades of the types of impacts that can be expected even under

permits (also, only as good as enforcement of them). The toxic rotting plastic docks and pier ballasts, other sources of microplastics (e.g., boats), the fuel spills and boats sinking, the toxic dredging I'll discuss, the bilge discharges, the aquatic invasive species introduced and "managed," the litter, cleaning products and abrasives, etc., etc., persist despite mitigations and permits. Again, the ongoing impacts of boating at this marina are in general dismissed as insignificant with no analysis of indirect or cumulative effects, not even a word about them in the IS/MND.

Projects with significant environmental effects require evaluation under more stringent EIR requirements, as noted in the IS/MND (Cal. Code Regs. Tit. 14, § 15073.5(d)). With an EIR, if mitigation for some significant effect proves infeasible mitigation measures need not be required: the City can make a Statement of Overriding Considerations. In this case, the City would make an assertion something like, "we've done the best we can, as feasible, to limit adverse effects on the environment from the Project as we see them and the existing facilities, and the economic development and recreation fun desired with the Project approval is more important than the need to prevent further impairment of Lake Tahoe water quality and other adverse effects due to the Project." That is the only defensively honest way to comply with CEQA for a project of this nature; it comes with warts. It won't remedy the legacy of water quality impacts.

However, I expect the PC may ignore that EIR requirement for this Project and approve it as is with the asserted FONSE. That is because the City appointees and elected Council members can easily take that unlawful step as they and others have time and again, under the direction of their fine staff. It is all in a day's work because I assert CEQA is badly broken law carried out poorly by planners with limited time and analytical skills serving decision makers who want to get things done under a CEQA law that is totally gamed against informed and concerned citizens such as myself. Public planners HATE EIRs with a passion for the extra time and work involved and so have developed various means to avoid them, namely, ignoring significant effects by ignoring great realities within Lake Tahoe. They also don't value public input when it impedes their planning and development agendas, thus I may be considered a persona non gratis for expressing my independent views of the adverse effects because I care about Lake Tahoe becoming toxic more than recreational boating and the industry that serves it.

***Response to Comment I4-14***

The comment expresses personal opinion regarding the willingness of public agencies to prepare an EIR. As noted in Response to Comment I4-2, the City has not and would not prepare a FONSE for the Project with respect to CEQA requirements, as a FONSE is not a finding within the context of CEQA. The comment presents personal opinion regarding why an EIR was not prepared, but the comment does not directly address the adequacy or conclusions of the Draft IS/MND. Therefore, no further response is required.

**Comment I4-15:**

Predictions; Overview of Planning/Approval Processes

As stated, I know CEQA well and I know quite a bit about Lake Tahoe and the marinas on the CA side, and the other laws in play. I predict that won't matter. My views presented here won't be responded to and a Planning Commission and staff with no specific experience related to water quality or marina operations, let alone expertise, will overrule my objections and vote for approval under a FONSE. I can write all I want and the more I write here for the record the more it will be ignored, only to be filed away. I will get three minutes to express my

concerns orally, like others, in a public hearing. That's just how it is with the GIBS afflictions and the desire to accommodate development and redevelopment.

I've described the essence of the City Planning process. The staff has done their thing, in this case with consultant aid, and the lay appointees on the PC will agree with the staff conclusions. One can lodge an appeal to the City Council, they likewise without water quality expertise, or knowledge of or concern for the law. Appeal fees were recently raised to over three times what they were last year (over $1200). More ways to disenfranchise the public, City Council! BE OPAQUE. Let your City attorney run everything you won't understand. City Council will support the PC. When the Appeal is denied litigation can begin, in confidential arenas with merest reporting out to the public. As I see it all over with the GIBS, we have broken agencies implementing a broken law to the detriment of the environment and citizens.

Most people would likely view the IS/MND as credible and sufficient, consistent with practice anyway. While I disagree, I think the City and NCE are putting forth what they see as a diligent effort. That's the problem at Lake Tahoe, asserting incorrectly that significant impacts are not occurring and accumulating with such FONZEs. The proof is in the water. The City will be on very shaky legal ground with this approval under a FONSE and will have to gamble with the developer that I or others won't appeal or sue the City and seek a stay against the Project—and recover attorney fees if successful and government misfeasance is shown. This is how CEQA plays out, with the courts generally giving great deferential "weight" to the government decision makers, despite their lack of subject matter expertise. That is why the California environment has been substantially degraded in many ways since 1970 despite CEQA laws on the books. If no one challenges, then crap rules.

City resorts to this legal quicksand often anyway, knowing most people lack the resources and knowledge to sue the City. The best-case outcome of a citizen lawsuit would be a "remand": a court order requiring the City to prepare an EIR. I support preparing an EIR but suspect an EIR may be as deficient as is this; however, City could make the Findings of Overriding circumstances for legal cover. An EIR is needed, not only to study issues and develop additional mitigations as required, but also to simply stop the lying. Illegal actions and corruption can perhaps be altered if desired, noting the impending and welcomed departure of City Attorney Stroud, but a fundamental lack of suitable analytical skills on the part of all concerned is not fixable by the public under the broken CEQA process and GIBS, with people who don't listen, understand or care, and that is the reason for the declining clarity graph above.

### *Response to Comment I4-15*

The comment presents the commenter's personal opinion regarding the process moving forward and the commenter's belief that an EIR is necessary for the Project. The comment presents personal opinion regarding the City process and does not directly address the adequacy or conclusions of the Draft IS/MND. Therefore, no further response is required. However, this comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

### Comment I4-16:

Related Planning Efforts

I stated earlier this Project documentation is confusing. At the TRPA Advisory Planning Commission (APC) meeting of May 13, 2026 the APC reviewed and recommend the TRPA Governing Board approve Code amendments based on a staff review of a checklist for environmental effects the agency deems potentially significant, and stating its FONSE to: 1) allow structures with additional height at existing marinas (TKM only)

under stated conditions (with no justification given) and 2) reclassify as "non-arterial" roadway the cul-de-sac end of Venice Drive east of Tahoe Keys Blvd. serving the Tahoe Keys Marina and providing public shoreline access to the Lake Tahoe Conservancy's Cove East property. These approval recommendations will be forwarded to the TRPA Governing Board for approval, together the TKM Project, at some time in "summer" 2026.

I don't understand why the City is proposing to approve a project with two-story building heights while TRPA is amending its Code so the Project buildings can go to heights of 38 feet or more. The City had scheduled its public hearing for approving the IS/MND for the TKM Remod for May 14, 2026, but postponed the hearing due to a public noticing error for public comment on the IS/MND. As a result the TKM Project will be heard and approved by City Planning Commission on June 11, 2026. That approval, if granted, will clear the way for staff to issue City permits for construction, pending TRPA approval. But if the City approves a two-story Project (as depicted throughout) can the developer just trot over to TRPA and double it to 42 feet? It's piecemealing; probably because the City can't currently approve a building 42 feet high? The TRPA height amendments are pending but my later comments on aesthetics are on the basis the building heights will NOT be two-story.

Following the City approval, I expect TRPA may put a cover sheet on the City IS/MND with a few additional remarks or requirements and approve the TKM Project with its own TRPA FONSE on that basis, and most likely a conditionally-approved TRPA Permit for construction, also. The public will have seven days to comment under fraudulent TRPA rules for such FONSEs. The City anticipated the TRPA Code amendments noted in 1), above, in the environmental documentation to support FONSE claims for building heights to 42 feet. The street classification is apparently not a City concern.

[Both TRPA Code amendments were apparently required in anticipation that TRPA will subsequently approve of the TKM Project, most obviously for the proposed buildings to heights of 42 feet. So the Code amendments were planned "in advance" to conform the Code to the proposed Project rather than together with the Project. TRPA's so-called adaptive planning is lame and not planning at all, but responding to development pressure. They (TRPA and City) must need the FONSE for the Code amendment to assert their FONSEs for the Project. See that the Tahoe Regional Piecemealing Agency is promoting their proposed Code amendment on behalf of this developer and proposal to expand development height potentials, which is the opposite of what is ordinarily required: namely, to conform development to existing Code, norms, and community character. TRPA likely did the amendments opaquely "on its own motion" as they say, and didn't even charge the developer (as required by Code) for the needed Code amendments in a hidden public-private partnership.]

This is a City CEQA document . . . so I'll set TRPA and their questionable development-enabling policies aside for now except where germane, because City works slavishly and willingly for the TRPA under an illegal Memorandum of Agreement, as was aptly demonstrated on another project approved illegally in the City I appealed approximately one year ago. The appearance is certain, that TRPA and City planners are working with the developer to "grease the skids" to slide this project through the public process with a goal of addressing all potentially significant effects—as they see them through faulty vision, and sticking the public with a load of unaddressed impacts. Documents like this and much worse get approved with FONSEs all over the place, agency staff checking boxes by rote. See the graph. I will go on to assert this City FONSE is unsupported and an EIR is a requirement under CEQA. However, TRPA is an essential subsequent "approver," with other permits to follow, so I'm noting the TRPA involvement for the public and decisionmakers.

### *Response to Comment I4-16*

The comment expresses concern regarding the process of Project consideration by the City and TRPA. The comment also states that the Project would not be two stories and that the City can't approve the Project without TRPA's approval of the height amendment. The comment does not address the adequacy or conclusions of the Draft IS/MND; therefore, no further response is required. However, and with respect to process, the City can conditionally approve the Project, pending approval of the height amendment for the proposed water tank and boat storage facility. Contrary to other statements made in this comment about perceived inconsistencies between heights and the number of stories, the Draft IS/MND states on pages 9 through 16 that the majority of on-site structures to be constructed on-site would be two stories in height. As shown in the last full paragraph of page 16 of the Draft IS/MND, the water tank and boat storage facility would provide three levels of boat storage and is the only proposed structure that would be 42 feet tall. Section 4.1 of the IS/MND analyzes the Project's aesthetic impacts, including those resulting from the proposed heights. Refer to Response to Comment O2-8.

### Comment I4-17:

**Comments on the Project Description**

California Environmental Quality Act (Public Resources Code, §§ 21000 et seq.) ("CEQA") and the related State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.) (the "State Guidelines") provide the legal framework. To complete the first step of CEQA analysis, an initial environmental study ("IES") must be prepared. State Guidelines, § 15063. That's what I'm evaluating with this City document: The IES must include a description of the project sufficient to perform a meaningful study of potential significant environmental impacts and necessary measures to mitigate those impacts to a level of insignificance. Ibid. An overriding principle often cited governing CEQA from its inception is that it is "to be interpreted … to afford the fullest possible protection to the environment within the reasonable scope of the statutory language." Friends of Mammoth v. Board of Supervisors (1972) 8 Cal.3d 247, 259.

This Project sets the stage for the next round of added insults to injuries to Lake Tahoe, while already having remedied some long-standing ills at TKM, with the agencies ignoring significant impacts as always because they somehow don't see them and so make the problems worse in the long run. Their concern is with getting this application processed today, accommodating development under their deficient planning auspices and pressures, Lake Tahoe without standing. Projects planned like this, and tens of thousands of other projects in even less-sensitive locales, are leading to the inexorable and further destruction of Lake Tahoe ecology and water quality/clarity. Reality not only can be ignored when planning, but must be. These comments show how it occurs to a mostly unsuspecting and uninformed public. City is in support of property and business taxes, developer profits, and marina services for some (boaters) while the people at large (non-boaters) derive no benefit from the further degradation of Lake Tahoe and the region from the Project. It is a "tragedy of the commons," exploitation and spoiling of the public resource by the few for their benefit, with no one really accountable for oversight.

CEQA defines a project as the "whole of the action" which should be analyzed as the first "essential step culminating in an action that may affect the environment." Fullerton Joint Union High Sch. Dist. v. State Bd. of Educ. (1982) 32 Cal.3d 779, 797; see Bozung v. Local Agency Formation Commission (1975) 13 Cal. 3d 263,282; CEQA Guidelines §15378. CEQA employs the "whole of an action" and piecemealing concepts to ensure environmental documents inform decisionmakers of the full extent of all reasonably foreseeable environmental impacts before project approval.

Union of Medical Marijuana Patients, Inc. v. City of San Diego, 7 Cal.5th 1171, 446 P.3d 317, 250 Cal.Rptr.3d 818 (Cal. 2019) clarified that the test for whether an action constitutes a "project" must take place in the abstract. The critical holding of the court is that the "likely actual impact of an activity is not at issue in determining its status as a project," but rather "a proposed activity is a CEQA project if, by its general nature, the activity is capable of causing a direct or reasonably foreseeable indirect physical change in the environment. This determination is made without considering whether, under the specific circumstances in which the proposed activity will be carried out, these potential effects will actually occur."

Put another way, a proposed activity is a CEQA project if it is capable of causing a direct or reasonably foreseeable indirect physical change in the environment. There is no question that the activities described in the CEQA document are a CEQA "project." The question is what the analysis of "the Project" must extend to in terms of direct and indirect effects on the environment. It is with these concepts in view that I provide the following comments.

Excerpting from page 1 of the IS/MND,

**Project Title:** Tahoe Keys Marina Redevelopment Project ("Project") **Project Location:** The Project area, defined as the area where demolition would occur and planned improvements would be constructed, is located at 2435 Venice Drive East . . . The Project area encompasses approximately 16.5 acres comprised primarily of 3 parcels owned by TKSMI . . . portions of the Tahoe Keys lagoon, and City right-of-way (ROW) including Venice Drive East and Tahoe Keys Boulevard ROW from Venice Drive East to Michael Drive. . . . **Project Description:** Tahoe Keys SMI, LLC (TKSMI) is proposing the redevelopment of the Tahoe Keys Marina (TKM) in order to revitalize the TKM landside facilities and operations. . . .

Subsequent parts and figures of the IS/MND describe the several properties in and around the site in terms of Assessor Parcel Numbers (APNs) without clear boundaries, and then subsequently refer vaguely to Parcels 1, 2 and 3 without depicting the boundaries of those parcels figuratively anywhere in the IS/MND. This undescribed cross-referencing leaves the reader wondering what is to be approved and where, adds to the deficiencies in the Project description and frustrates analyses. For example, in Figure 2 does the undeveloped APN 022-210-041 encompass all of Venice Drive (developed before City incorporation) with a right-of-way granted to the City, or does the City have ownership rights in the street portion of that APN (zoned residential)? I raise the question because there are no apparent plans for sidewalks with the Project and that is a prime location for absent and needed pedestrian sidewalks and/or bike paths along the street as discussed further below in connection with impacts to existing parking and public access in the areas affected by the Project. The City should require that sidewalks be put in this location of heavy pedestrian use adjacent the street (and throughout the Project area) as mitigation needed to provide public safety as well as an amenity.

### *Response to Comment I4-17*

The comment contends that the Project Description does not describe the whole of the action as required by CEQA and expresses concern regarding the description of parcels in the Draft IS/MND and the potential need for sidewalks and bike lanes. Contrary to statements made in this comment, the Draft IS/MND refers to the three primary parcels to be developed as Parcels 1, 2, and 3 on page 6 of the Draft IS/MND to avoid duplicative statements and reduce representing parcels numbers continuously that differ by one or two digits. APN 022-210-041 includes Venice Drive East and a portion of the Project area, adjacent to Venice Drive East. The comment does not identify "either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" resulting from the purported Project Description deficiencies

identified in the comment. The comment also requests that sidewalks be provided as part of the Project, but provides no evidence to suggest that they are necessary. Further, there are no points of connection to existing sidewalk facilities along Venice Drive East or Tahoe Keys Boulevard. As noted on page 121 of the Draft IS/MND, bike lanes are present along Tahoe Keys Boulevard and Venice Drive East although designated striping to separate the vehicle and bike lanes are not provided.

**Comment I4-18:**

The definition of "project" under CEQA, extends to assessing potential direct and reasonably foreseeable indirect effects the proposed activities that may adversely affect the environment associated with the proposed Project, or "project area," above. Thus, the "defined" project location where demolition and construction would occur does not define the Project for CEQA purposes, which rightly extends to "portions of the Tahoe Keys lagoon" and the surrounding City streets. Figure 2, the Project Boundary Map, may define the project area for permitting purposes although the potential direct and indirect effects of the Project are not confined to those parcels and boundaries and the analysis must not be so confined either.

I would add that the indirect impacts to be considered also extend to and affect A) the entire adjacent Tahoe Keys Lagoon encompassing the "Tahoe Keys Marina" as it exists today, with its harbor and boat slips, as shared with the adjacent mooring piers and docks of the Tahoe Keys Beach and Harbor Assn. and B) the adjacent Cove East parcel (i.e., by increasing visitation or creating user conflicts with parking/traffic) and the Upper Truckee Marsh and River which the Project is either adjacent to or across Venice Drive from. At least the Biological Study Area included a one-mile radius around the Marina site. Foreseeable effects may include "growth-inducing effects," a type of indirect effect where, for instance, due to growth in use and visitation at the TKM : 1) more people may become aware of and use the Cove East parcel (e.g., during busy July 4 events), leading to potential conflicts with CTC goals for the restoration of the largest and ecologically most important wetland in the Lake Tahoe watershed, or impacts to parking to access Cove East and the Lake Tahoe shoreline (since close parking is only allowed on the Venice Drive cul de sac adjacent the TKM), or 2) access to Cove East parking may be usurped by TKM users who have no interest in Cove East or River access, thereby impacting general public access to Cove East (e.g., during busy July 4 events and other peak times).

***Response to Comment I4-18***

The comment requests consideration of indirect impacts beyond the boundaries of the Project area. Consistent with the commenter's request, the Draft IS/MND did consider the potential for direct and indirect impacts resulting from Project implementation outside the boundaries of the Project area. Examples of this include Section 4.1 (Aesthetics), which included an assessment of off-site views of and through the Project area; Section 4.3 (Air Quality), which included an assessment of regional air quality emissions; and Section 4.13 (Noise), which assessed both construction and operation noise at nearby receptors. The Project's baseline and cumulative analysis account for the larger context within which the Project site exists. The comment also speculates about the potential for impacts associated with special events, however no evidence is presented to support that this could occur. CEQA (refer to Sections 15144, 15145, and 15384 of the State CEQA Guidelines regarding speculation and forecasting) requires that the evaluation of potential environmental impacts does not speculate regarding conditions that cannot be determined with reasonable certainty at this time, in light of evidence. As such, no further analysis is necessary. With respect to parking along Venice Drive East being used by Project-related trips, the Transportation Report prepared by LSC and included as Appendix D did include an assessment of parking availability and concluded that adequate parking would be available on-site during Project operation.

**Comment I4-19:**

Existing free parking (325 spaces) at the TKM will cease with Project approval. Street parking is currently free, and could be impacted by paid parking (only for customers) planned at the TKM; City could change the environment by enacting parking restrictions on surrounding streets or end up building a parking facility, a growth-inducing effect of the Project leading to more reasonably foreseeable impacts near the Project site. City did just that, constructed a parking facility across Highway 50 from Ski Run Marina after its redevelopment. The very wide Venice Drive exhibits substantial foot and bicycle traffic at peak times and allows parking at the curbs and unimproved adjacent right-of-way.

Notably there is no sidewalk and the street shoulders next to the River are continuously trampled and eroded by foot traffic; or children, pets, bicycles and others must use the street where conflicts and accidents with vehicles, trailered boats and heavy equipment are a safety issue. There is no bike path or even dedicated bikes lanes striped in the street. The bike lanes would be parked on anyway. The IS/MND must analyze and mitigate these and other foreseeable impacts and potential adverse direct and indirect effects on streets and right of ways, public conservation areas at Cove East, and the nearby river and associated meadow areas. It is notably deficient in regard to addressing potential adverse effects on public shoreline access, river access and associated parking in a sensitive area already degraded by inadequate parking and lacking infrastructure for pedestrians. Venice Drive, adjacent the Upper Truckee River, lacks storm water drainage treatments. (While I understand the City street is not the developer's responsibility, the changes to the environment (street) due to the Project must be addressed.)

***Response to Comment I4-19***

The comment speculates that the Project would result in direct and indirect impacts along Venice Drive East. The Project (as demonstrated above in Response to Comment I4-18) would provide adequate on-site parking for the proposed development. Parking by Project-related visitors along Venice Drive East is not anticipated, nor is the potential for individuals parking along Venice Drive East to affect public shoreline access, conservation areas, etc., considered to be within the scope of the analysis and constitutes speculation. As noted in Response to Comment I4-18, CEQA prohibits speculation, as presented in this comment. Any parking facilities later proposed by the City would be subject to CEQA compliance to analyze impacts from the proposed parking. No further response is necessary.

**Comment I4-20:**

Boating

The Project proposes activities that may directly affect the environment such as are disclosed in the Project description (demolition/construction) but all of this development presumably has a purpose: to serve the desires of the boating industry; the developer hopes to benefit financially and commercially by providing recreational boaters with a place to buy boats and accessories, get something to eat, launch, store, berth, fuel and maintain their watercraft, and park their trailers and cars. I say "presumably" because that is only implied with the IS/MND. The IS/MND is virtually silent on the potential environmental effects of perpetuating the new and improved (increased) recreational access at the historic TKM that the project will expand and enable for the foreseeable future. The focus is only on direct physical effects of the Project (e.g., construction) and that is a glaring legal deficiency in this case because those boats, the access to them, the operations and storage of them,

has significant and potentially significant effects on the environment the IS/MND omits entirely, on water quality near the Project site and in Lake Tahoe itself.

If the TKSMI wants to close the "waterside" portion of the Project and not allow any boating access, fuelling, berthing, and storage on the water then the potential direct and indirect effects on the environment from those activities can be omitted from the "landside" environmental assessment. Dredging and fuelling and launching won't be needed. Otherwise, the "whole of the action" for which approval is sought, "the Project," inherently includes the indirect effects of boating and other activities the "landside" activities are directly designed to support. These include potential adverse effects such as on water quality, aquatic habitats, threatened or endangered species, and noise, and may occur from waste discharges such as plastic and microplastic wastes, hazardous materials and fuel emissions dispensed to the water or spilled from fueling or vessel accidents or sinking vessels, toxic releases from marina dredging, bilge emissions, nuisances from aquatic invasive species management or harvesting, or noise in excess of standards. All of these things are reasonably foreseeable, do occur, and become adverse effects that degrade the environment one cumulative nick at a time. They seldom get addressed, are deemed insignificant by the decisionmaker. When they occur and damage the environment, it is simply accepted as an unavoidable outcome of economic and boating activity and the effects are dismissed as unimportant. I've no recollection of any individual boater at Lake Tahoe ever being held liable for a release of fuel or toxins, say from a vessel. Limited cleanups may occur after spills and releases and everyone just moves on. This has occurred countless times at TKM.

### *Response to Comment I4-20*

The comment states that the Project will increase "waterside" activities within the marina. With respect to the potential for the Project to increase boat-related activities, refer to Response to Comment O1-6. The Project, as stated in Chapter 2 (Project Description) is intended to replace aging facilities and infrastructure and better support existing demands of the local community and visitors (refer to page 5 of the IS/MND). The Project would not increase the operational intensity of the marina (refer to Appendix D of the Draft IS/MND). As such, the subsequent statements made in this comment related to impacts from increased boat-related activities within the marina are not considered applicable. No further response is required.

### Comment I4-21:

Dredging

I will discuss concerns with dredging below. Why? There is no dredging proposed within the Project description. The reason is because dredging is a reasonably foreseeable direct effect on the environment that will likely occur, sooner or later, if the Project is approved. It is reasonably foreseeable that maintenance dredging will occur in the future because it has in the past, and likely whenever water levels drop again and/or storms deposit sand in the East Channel out to Lake Tahoe because without dredging boater access to Lake Tahoe may be precluded. The last time the TKM was dredged 13,000 cubic yards (cy) of dredged material was removed (the equivalent of 650 20-cy dump trucks), dewatered to an extent on the TKM site and hauled offsite to an authorized disposal site. The Project proposes new development on the areas formerly used to stage and manage dredging operations. How will dredging be managed in the future to prevent potentially significant effects with bringing more cars and people to the site, like running kids over with 20-cy dump trucks? Will marina operations be shut down during dredging for staging and materials storage? If TKM remains open for business during dredging, how and where will that be managed to prevent adverse effects, e.g., on public parking or access to Cove East?

The purpose of examining effects from "the whole of the project" is to prevent surprises leading to adverse effects that were not considered by decisionmakers though likely and foreseeable. Remember, the activity only has to be capable of causing a direct or reasonably foreseeable indirect physical change in the environment, it needn't actually occur. In this case the activity is building and operating the Project and that will require periodic dredging, or be capable of causing that likely activity to occur with its undisclosed potential adverse effects from the Project. Whenever the inner harbor and entrance channel was dredged in the past it had major impacts on marina operations and water quality and such effects and changes in operations as may be needed to prevent adverse effects during dredging episodes should be analyzed in an EIR.

***Response to Comment I4-21***

The comment states that the IS/MND did not evaluate the potential impacts associated with dredging of the existing lagoon and, as a result, it did not consider the Project as a whole. However, and as noted in Response to Comment L1-4, dredging of the lagoon is an ongoing maintenance activity, distinctly separate from the Project. CEQA Guidelines Section 15378(b)(2) states that the definition of a project does not include continuing maintenance activities. Maintenance dredging of the lagoon underwent separate environmental review and permitting several years ago. As such, it should not and cannot be considered part of the Project, contrary to statements made in this comment. No further response is required.

**Comment I4-22:**

**Contamination Issues - Alum and Microplastics**

Backing up to pdf p4, "Hazardous Materials/Waste On-Site: The State of California maintains the EnviroStor and Geotracker databases of known contamination sites pursuant to Government Code Section 65962.5. Based on the information gathered from these databases, no sites located within the Project area are actively under evaluation, remediation, or verification monitoring." This cryptic reference is regarding contamination, mainly from hydrocarbons from leaking fuel tanks. Good. No such cases ongoing there. But there is a unique situation in the Tahoe Keys, a largely unrecognized, unexamined and unmitigated site of contamination from a historic legacy and continuing to the near-present. To explain this unique situation I have to provide a bit of history from anecdotal and first-hand accounts, file materials of the Lahontan Water Quality Board and experiences over the years, as best I can recall offhand.

History of Alum Use

Dillingham was the name of the original developer of the Tahoe Keys and made a god-awful mess of the water with its ongoing dredging of the Upper Truckee River Marsh in the early to mid-1960s, back when speculative lots had a hard time selling at $5000 and less. As related to me, to abate the turbidity Dillingham crews were assigned to literally shovel a chemical called aluminum sulfate or "alum" from boats and barges into the water in an attempt to settle the turbid waters in the dredged areas, everywhere that is. Alum is widely used in drinking water treatment to help remove soil particles from water but generally at very low dissolved concentrations safe to humans. It is toxic to aquatic life at higher concentrations, 87 micrograms per liter, if I recall correctly, still pretty low. The bulk discharge from shoveling mass quantities of solid alum (powder) from boats resulted in chemical precipitation and gross contamination of the bottom sediments with alum throughout the Tahoe Keys and TKM as I learned through my work on dredging.

The contamination persists, though the extent and levels are unexamined. It isn't going away and hasn't all been dredged out. What I found is there are (or were) residual alum levels in the water (e.g., between dredging

periods) generally below levels considered to produce “chronic toxicity” in aquatic life. Levels are okay for the fish in the water unless the sediments are disturbed, which occurs mainly by dredging. In that case levels can get both chronically and acutely toxic. Based on my experience, dredging by clamshell, dragline or suction can’t occur anywhere in the Tahoe Keys without exceeding alum levels acutely toxic to aquatic life, every time, at least within a relatively contained area such as a turbidity curtain. Then there are the dredged spoils to consider. They may or may not be hazardous wastes, but they are not natural mud and sand either.

I don’t think the bulk discharge of alum was very effective because the City, incorporated in 1965, thereafter somehow got the developer to build a water treatment facility (south of Tallac Lagoon) with a million-gallon holding tank, not for drinking water, but to reduce the turbidity from dredging. A pumped distribution system from the facility could more-or-less completely circulate and mix the entire water volume of the Tahoe Keys and Marina through the facility in a matter of days; big pumps. The developer operated that and probably added a lot more alum in the process through the completion of the subdivision.

I knew something of this alum use when I reviewed post-1970s dredging records for the Lahontan Water Board in the late 1990s for another proposed “maintenance” dredging project (which is generally exempt from CEQA) by the Tahoe Keys Property Owners Assn. (TKPOA). Back in the early days there were some cooperative dredging projects funded jointly by TKM, TKPOA and/or TKBHA if I recall correctly. My review disclosed that every time the dredging occurred, using the water treatment facility or not, the alum was jacked up beyond toxic levels. The logical inference is that alum deposited and stored in the sediments were stirred up and released every time dredging occurred and/or additional alum was added in the water treatment plant during dredging, resulting in alum concentrations toxic to aquatic life.

So in 1998 I wrote a dredging permit (”waste discharge requirements”) with alum limits and monitoring requirements to protect aquatic life and I put the TKPOA on notice not to add more alum in the treatment plant during dredging. I warned repeatedly that would result in violations. Predictably, TKPOA immediately ignored that warning, ignored their permit, toxified all the waters and aquatic life in the Tahoe Keys and Marina with their dredging, and racked up a potential civil liability (fine) for their violations of $2.68 BILLION if memory serves, a real whopper; big pumps. No matter: One of the Water Board members was also in the TKPOA and had the Executive Officer settle the potential fine with a survey and report on the aquatic life in the Tahoe Keys costing TKPOA around $250,000. (No conflict there?) The study (circa 2000) was the first ever done to begin to examine the aquatic invasive weed problems with objectives to improve control measures beyond cutting and harvesting. However, with the settlement I also convinced the Executive Officer to issue a Cease and Desist Order to TKPOA for the water treatment plant operations to preclude alum additions (that remains in effect to this day so far as I know). The water treatment plant remains and now serves no useful purpose other than to circulate untreated water to reduce stagnation in the lagoons as TKPOA may, including TKM Lagoon, assuming the pumps are still operable.

West Channel Dredging

I want to provide some information from West Channel Dredging in 2014-2016 by the TKPOA with regard to potential TKM dredging. Staff and I prepared the dredging permits for the Water Board (under CEQA exemption, https://ceqanet.lci.ca.gov/2014098167) and, after overcoming management reservations, included limited monitoring of the water for toxicity from aluminum sulfate known to be present in the sediment and likely to be mobilized. Monitoring during the project showed the entire Tahoe Keys Lagoon (West) within the turbidity-curtain enclosure was raised above acutely toxic levels of alum for a period exceeding three days, thus ensuring

toxic effects on biota. Further, the dredged materials were piled on the TKPOA Homeowner's Beach east of the West Channel entrance (where the kids play) for "beach replenishment" (not my idea). This was done before the water quality violation was discovered, and further testing showed the dredged materials were contaminated with aluminum toxic to aquatic life. Before they could be (or were) ordered removed from the beach, high waves came and washed the materials into Lake Tahoe, where they may remain for up to 600 years or more. Having foreseen all this, I thought it was a management disgrace. Only Lake Tahoe was punished. Many significant impacts occurred from that CEQA-exempt "maintenance" Project alone, maintaining channels and beaches with toxic materials, spreading the impacts lakewide. "It" happens.

In a lake as big as Lake Tahoe, what's the harm from a bit of alum? See the TERC graph I presented above. All harms are cumulative. People always assumed Lake Tahoe was too big to affect; it's actually too big not to affect with every cumulative addition, due to its tremendous storage. What's more, I now know something I didn't know when 5600 cy of "sandy sediment" was put out on the beach by the TKPOA. The sediment was not only contaminated with alum, it was contaminated with microplastics.

TKM developed starting in the 1960s. That is when the plastic boats started coming into the Tahoe Keys. Many older plastic boats are still in service, with the plastic surfaces visibly and invisibly unraveling into the water as microplastics. Later, starting circa 1990, the plastic composite decking began to replace wooden piers. Almost all piers in the Tahoe Keys, West and East sides, are now (or were) plastic and shedding microplastics at various rates. I estimated over a million square feet of plastic surface in and over Lake Tahoe, not including any boats. I am attaching a water quality report I prepared last year to further elucidate and back up my assertions herein concerning water quality and microplastics in Lake Tahoe.

Plastic is toxic and persistent in the environment. Older PVC plastic composite materials used to contain deadly lead, and a variety of heavy metals and toxic elements may be used as pigments, or additives to alter other properties. Comprehensive testing of water and bottom sediments is needed to characterize the foreign constituents from alum use, hull paints (e.g., tributyl tin), all types of plastic decay products from the piers and boats, oils, waxes, etc. That's what I strongly suspect is in the sediments, though use of tin paints was phased out in CA several decades ago and is likely not present at high levels. These toxins are also likely present at lower concentrations in water, but can be released from sediment to water by dredging to contaminate the water, and dredged spoil may require special handling to protect health and safety and the environment, and disposal at a facility designed for such wastes. In addition to alum contamination, contamination by microplastics must be considered in any future dredging projects anywhere in the Tahoe Keys and other locations in Lake Tahoe where plastics have been concentrated since the 1960s (e.g., other marinas).

These matters should be addressed in an EIR. Contact with the waters in the Tahoe Keys may unknowingly expose people, pets and wildlife to contaminants at toxic levels and thereby cause significant adverse effects, and control measures may be provided to mitigate releases and exposures. As noted in the Biological Assessment, the Lahontan cutthroat trout is a threatened species that may be present in the TKM (though certainly not ideal habitat) and in the adjacent better habitats of the Upper Truckee River mouth/Lake Tahoe interface several hundred feet from the East Channel outflow from the TKM. The presence of the plastics and related toxins in the TKM Lagoon is not speculative. They may definitely hamper the substantial and costly efforts of two states, the U.S. Dept. Fish and Wildlife and the Washoe tribe to attempt recovery of this former "keystone" species at Lake Tahoe. I call that significant, whether they realize it or not, and the City has a duty to vet potential adverse effects that is unfulfilled by the IS/MND.

TKM, TKBHA and Microplastics

When I petitioned the TRPA in 2023 to address the adverse effects of the plastics they had approved in the shorezone for decades the TKM was my prime evidence. You can see some ofthe evidence in the attached "Preliminary Photo Report on Deteriorating Plastic Structures at Lake Tahoe" I prepared in May 2023. As a result of the advanced deterioration of the plastics in the TKM prior to replacement I assert with great confidence that the sediments and waters in the TKM Lagoon are contaminated with microplastics, and with macroplastics in the sediments as well. While testing is needed to confirm the levels of contamination, I will relate an anecdote from around 2023 when I was able to have some water samples I took from Lake Tahoe sent to a PhD researcher at Cornell University for analysis at a research lab capable of testing for PVC plastics in water and soils. I collected several water samples in the open waters of Lake Tahoe and one at a location in the West-side TKPOA lagoons to analyze PVC levels. Only the TKPOA sample was remarkable to them and the remark was "screaming hot." For whatever reasons the research terminated and the analytical result was not made available to me.

On the East side we have a situation where the TKM Lagoon is shared with the TKBHA. The TKBHA has plastic docks that are deteriorating and shedding microplastics. I scratched one and it left a ball of gooey plastic under my fingernail. They aren't nearly so bad as were the plastics at TKM prior to replacement, but the scale of the TKBHA piers is approximately that of TKM. Last month I sent public interest comments to TRPA that I observed the aged plastic TKPHA piers being replaced—with new plastics. Exempt, you know. Repair and replace. So the contamination with plastics will increase in time, but it's already too late.

I think it's only a matter of time until my findings concerning microplastics are verified, as microplastics are being studied at Lake Tahoe. Why haven't the researchers at Tahoe Environmental Research Center and Desert Research Institute sampled the obvious source areas like the Tahoe Keys for microplastics at Lake Tahoe? I guess you'd have to ask them, with microplastics known in Lake Tahoe since 2019. The agency funding may have something to do with the foot-dragging I've seen. I expect the researchers will eventually figure it out because it's so damned obvious to me that the GIBS must be afflicting those who can't see it or avoiding seeing it. The agencies may have culpability for allowing the plastics that never should have been allowed but they bear no liability for the contamination in the Tahoe Keys—which isn't going "away" unless to the open waters of Lake Tahoe.

Both TKM and TKBHA shared to an unknown degree in contaminating the TKM Lagoon with microplastics and both are potentially liable. These two neighbors have wrangled at times in the past, i.e., over dredging and costs, and now the new owner can share in the fun of dealing with TKBHA on the mess created through no bad intentions of anyone when it comes time to dredge again or otherwise address the microplastics pollution in TKM Lagoon under orders or voluntary compliance. The developer shouldn't be punished for inheriting a mess and the agencies should assist with public funding to abate the plastic mess they've enabled by their exemptions and deficient FONZE approvals (as here) for decades with no thought to the environmental fate of the plastics or effects on Lake Tahoe.

### *Response to Comment I4-22*

The comment expresses concern regarding potential contamination associated with dredging, on-site soils, and microplastics. The comment does not address the adequacy or conclusions of the Draft IS/MND. The impacts from microplastics associated with boating activities are beyond the scope of this IS/MND. As noted in Response to Comment I4-21, dredging is not a component of the Project and is appropriately not addressed as such within the Draft IS/MND. As defined by CEQA Guidelines Section 15378(b)(2), maintenance activities are not

considered as part of the definition of a project. With respect to on-site soils, a Phase I ESA was conducted of the Project area and determined that no recognized environmental conditions were present. Additionally, the RWQCB had previously evaluated conditions at the site in 2020 and determined that no further action was required with respect to on-site soils. The comment provides speculation that some unknown contaminants may be present within the soils but does not present evidence to that effect. As noted in Response to Comment I4-18, CEQA (refer to Sections 15144, 15145, and 15384 of the State CEQA Guidelines regarding speculation and forecasting) requires that the evaluation of potential environmental impacts does not speculate regarding conditions that cannot be determined with reasonable certainty at this time, in light of evidence. As such, no further analysis is necessary. Also refer to Response to Comment O1-4.

**Comment I4-23:**

Effects on Consumable Fish

It is well-known that marine fishes accumulate microplastics. See screenshot below for example. Lake Tahoe has microplastics at levels exceeding the famed floating "garbage patch" of plastic waste in the gyre of the Pacific Ocean.

Due to extraordinary levels of microplastics contamination in Lake Tahoe's open waters, I believe the fish are contaminated, especially the larger fish and bottom fish. I believe the contamination in the Tahoe Keys is much worse, as is the contamination of the fish. I disagree with the assertion on pdf p236, "Based on . . . proposed Project impacts, it was determined the Project may affect, but is not likely to adversely affect LCT." The fish are already affected by microplastics and will be further afflicted by the ongoing marina operations until microplastics contamination of water and sediment is further reduced or eliminated.

I often see kids fishing in the Tahoe Keys. I recommend that no one should eat fish from the waters of the Tahoe Keys, children most of all. Rather, the CA Department of Fish and Wildlife should be tasked with developing Fish Consumption Advisories (FCAs) based on what is already known about microplastics in Lake Tahoe. It is not a pristine lake, far from it. It's all contaminated with microplastics, probably even far worse than known, and the Tahoe Keys is worse by far.

The person who issued this CDFW CEQA Exemption https://ceqanet.lci.ca.gov/2023050488 for the West Channel dredging certainly did not know about microplastics in Lake Tahoe at that time; I doubt anyone did, including me. Interim warnings about fish consumption developed as part of an EIS, signs and such in cooperation with CDFW, could help to protect public health and safety, and also help to educate the public on the microplastics issues at Lake Tahoe. Fishing could be banned in the TKM Lagoon pending further data. This is consistent with the Precautionary Principle to prevent adverse effects until more is known about the toxin levels in fish, the effects of human health, and/or until FCAs are developed.

***Response to Comment I4-23***

The comment provides statements related to microplastics in fish, including within the Tahoe Keys. The comment is considered beyond the scope of the Project and does not address the adequacy or conclusions of the Draft IS/MND. Therefore, no further response is required. However, this comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

**Comment I4-24:**

Indirect Effects

The IS/MND does not address the indirect effects of "boating" at the TKM in any meaningful way and, together with the limitations in the deficient project description, is insufficient to inform the decisionmakers of the full extent of all reasonably foreseeable environmental impacts before project approval. An EIR must address not only the direct effects of the Project as discussed or omitted in the IS/MND, but also the indirect adverse effects that the IS/MND improperly omits in making its asserted FONSE. The Lahontan Water Board could address the impacts of boating on Lake Tahoe, implement its antidegradation requirements and prohibitions and kick the plastic boats off the lake with due notice and require abatement of the plastics in the shorezone. There is no "right" to discharge wastes to the waters just because it has gone on for a long time, especially in violation of prohibitions and antidegration policies. The Washoe tribe the City pays lip-service to at every City Council meeting would like that, their Environmental Director advocates non-motorized boating. Would you Planning Commissioners honestly look him in the eye and tell him the Project as proposed is the way forward for Lake Tahoe ? What is needed is atonement for the destruction that has been wrought.

But the Lahontan Water Board isn't going to do that, ban the boats. Not this year or next anyway. It mandated sanitary disposal for boat sewage, backed the TRPA on the needed and precedential two-stroke engine ban some years ago at Lake Tahoe, but made no findings of its own, and developed the Marina General Permit. That is the extent of the interest in abating boating impacts. Control of boating impacts, and all that accompanies them (they brought in the aquatic invasive species), is not perceived as a priority in the restoration of Lake Tahoe. The agencies have incentives to foot-drag on abating the plastic piers because it was the agencies that jointly approved all the plastic piers for the plastic boats without a thought of adverse impacts. Eventually that will be known so I don't see delay as helpful to their situations. (I don't know if the Lahontan staff will have the time or incentive to comment on this Project, which is sort of why I am. Besides, I know things they don't from my past involvement. I hope it will engage, but "institutional memory" is largely gone at Lake Tahoe in the wake of retirements in my cohort, and budgets and priorities are what they are. The public paper files of the Lahontan Water Quality Board may contain additional information and should be reviewed, assuming they haven't been destroyed under record retention policies.)

Lake Tahoe isn't going to be restored and there's nothing anyone can really do about it but pretend otherwise. That is cumulative effects written large. Why not continue to milk the cash cow versus ruffling feathers if all it takes is ignoring cumulative effects, ignoring reality? Fine: do it with an EIR. At past and present rates it looks like 30 or 40 years to go before Lake Tahoe is only special for being the largest polluted lake in the world, the waters toxic with plastics. It is the tarnished Jewel.

***Response to Comment I4-24***

The comment states that the IS/MND improperly evaluates potential impacts of boating at TKM. Contrary to statements made in this comment, the IS/MND properly evaluates the Project in a manner consistent with CEQA requirements and evaluates the components of the Project and whether they would results in significant physical environmental impacts. The Project's baseline accounts for the existing levels of boating. As noted in Response to Comment O1-6, the Project would not increase boat-related activities as a result of Project implementation. Therefore, no changes in physical environmental activities beyond existing conditions are anticipated. No further analysis is necessary.

**Comment I4-25:**

Comments on the Initial Environmental Study

With so much redundancy in the IES, I think I've basically made my case and don't need to through it all for the deficiencies I've cited affecting the findings. Go to the specific finding in the IS/MND at the heart of the matter here: ignoring cumulatively considerable effects. The CEQA Checklist Summary in 4.21.1(b) asks, "Does the Project have impacts that are individually limited, but cumulatively considerable? ('Cumulatively considerable' means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, or the effects of probable future projects." And the finding is, "Less Than Significant Impact." That is a naked summary statement about an omission with no discussion or analysis provided anywhere in the IS/MND, not a finding based on law and fact assessing cumulative effects against the baseline environmental conditions. The finding is arbitrary and capricious, based on nothing. My evidence for the record of the multiple unaddressed significant and potentially significant adverse effects from the Project is substantial and "cumulatively considerable." See the graph. Read the text.

The IS/MND is typical of the way most such FONSE documents are promoted and approved—based on ignoring all evidence of degradation of Lake Tahoe water quality and/or degrading environmental conditions in the region. The economic development always has been more important so I am suggesting cutting out the pretense. Stop pretending otherwise with FONSE charades and that restoration of Lake Tahoe is occurring when it can be seen with CLARITY that it is not improving. This Project with its very significant effects won't help and requires an EIR to mitigate, reduce and eliminate those adverse effects as feasible. Do your duty, City.

***Response to Comment I4-25***

The comment broadly states that the IS/MND is inadequate and that the document does not properly evaluate cumulative impacts. With respect to cumulative impacts, refer to Response to Comment O1-7. Contrary to statements made in this comment, the cumulative impact analysis provided on page 139 of the Draft IS/MND took into consideration other projects (under CEQA) within the vicinity of the Project area (approximately 1,000 feet) and evaluated the potential for cumulative impacts based on the potential combined impacts of those projects. As noted on page 139, there was only one other project with a similar implementation schedule located nearby. As also noted above, ongoing programs are considered part of the existing/baseline condition against which the CEQA analysis of the Project is conducted, which is considered appropriate and in accordance with CEQA requirements. As such, the IS/MND's analysis is based on evidence, consistent with CEQA requirements. No further response is required.

**Comment I4-26:**

Aesthetics

Pdf p 34: Scenic Resources are defined as "a distant public view along or through an opening or corridor that is recognized and valued for its scenic quality, or a natural or cultural resource that is indigenous to the area." Emphasis added; the Upper Truckee River and marsh is both a natural and a cultural resource indigenous to the area. Okay, it is defined as scenic. Then the narrative continues, basically ignoring the definition given and deferring to the lack of agency "scenic" designations to say, "Due to the adjacent development and existing vegetation, long-distance views of the Project area are generally precluded, except from certain viewpoints east of the Project area. The existing open space and CTC Cove East Trail located east of the Project area are not designated as scenic resources, part of a scenic highway corridor, nor as scenic public recreation areas by TRPA

or the City (TRPA 1993). . . This impact would be less than significant. No mitigation is required." I disagree with the first sentence quoted. Besides the views from the east, I visit the area often for its scenery and wildlife (not the TKM), but Cove East.

The tall buildings will stick out from the largest, flattest plain in the entire basin, where people recreate for the views, and will occlude the surrounding mountain landscapes. I also hike on a heavily used trail from Gardner Mountain to Fallen Leaf Lake (southwest of the Project) that very much overlooks the Tahoe Keys and the entire south shore, and those tall buildings are both out of scale and character with what is existing there, will obscure the views of the meadow and river, and will stick up out of the flat plain like a sore thumb. With regard to agency "scenic designations" I guess to a planner's mind "everything can't be scenic" so only the agency designations matter. "No impact." Ha! The TKM needs a billboard so people can find it, find their way back from the Lake, and the tall, massive buildings suit that.

***Response to Comment I4-26***

The comment objects to the IS/MND's conclusion of a less-than-significant impact with respect to long-distance views. As stated in the first full paragraph on page 29 of the Draft IS/MND, the project would modify views of and through the Project area to the extent such views are available in close proximity to the Project area. It goes on to note that the existing views are already partly obscured by existing vegetation and landscaping. The comment is focused solely on the height of the building and neglects to consider the visual character of the proposed structures and landscaping that would be more congruous than the existing bare ground and open storage of boats. Refer to Response to Comment 02-8. The commenter's opinion and disagreement with the conclusions of the IS/MND are noted, but the conclusions presented in the IS/MND reflect an objective evaluation of the physical changes to views in and of the Project Area. No further response is required.

**Comment I4-27:**

It is agency lack of good sense that allowed the tall, ugly cell tower at the adjacent TKM against the scenic mountain and meadow backdrops of one of the most sensitive and precious meadows in the entire Lake Tahoe basin, the Upper Truckee River Marsh half-destroyed by the Tahoe Keys, the River straightened to "shotgun" sediment into Lake Tahoe. Blind as bats, they exacerbated the industrial blight and impacts of this unparalleled legacy of environmental disaster in the region, in Lake Tahoe. I think the tower predates City siting policy for towers favoring industrial sites. I suspect it was promoted for emergency and other phone communications in the vicinity of TKM under no siting policies whatsoever. TRPA also has no siting policies for towers, no aversion to tall, industrial facilities anywhere a telecom wants it. In any case, this "industrial" locale is very different. The tower provides a scale against which the proposed tall buildings can be imagined. Microwaves heat water. I hypothesize that heating and other microwave effects may contribute to degraded biological conditions in the TKM Lagoon around the tower. The tower base is not shown in Figure 5. (pdf p21) and will be located within the little Promenade Park planned." Isn't she lovely?" The kids can play around it.

Since the tower is proposed to remain onsite, as a suggested mitigation measure in light of the above for unacknowledged but real adverse scenic and radiofrequency radiation effects on biota from exposure to the tower I would like the existing cell tower of some 50 feet in height to be relocated away from the Marsh and River. It could be attached to one of the building roofs and enclosed or screened with the latest camouflage or "stealthing" materials approved by TRPA. No one will miss it. Where it is now can't be missed and that could be mitigated to remove an eyesore from this beautiful setting. (Eventually more and more people are going to recognize the towers as toxic biohazards with no valid health and safety data for them but, until then, the FCC

and telecoms rule and trespass. Lessees collect fees from the telecoms for the towers and bear potential liabilities for the uninsurable telecom industry.)

***Response to Comment I4-27***

The comment expresses the commenter's opinion regarding the existing cell tower located within the Project area. As noted in Chapter 2 (Project Description), the existing cell tower would be maintained within the Project area as part of the Project. As such, no change would occur as a result of the Project, and no further response is necessary. This comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

**Comment I4-28:**

Aquatic Invasive Species

The IS/MND indicates, "A significant element of the Project is bringing the site into compliance with [storm] water quality best management practices (BMPs) and assisting in controlling aquatic invasive species (AIS)." I already commented on storm water requirements of the Marina General Permit. It is unclear what actions will be taken, if any, to manage or abate the AIS weed infestations throughout the TKM Lagoon. AIS is another tremendous legacy of impact on Lake Tahoe largely attributable to the boating at Tahoe Keys. Cutting and harvesting has been a past practice. I assume it continues. If so, where will harvested materials be managed?

Aside from working with persons to assure new AIS are not introduced with the boat ramp and launch, what is planned to deal with the existing AIS problem and to prevent the further spread of AIS plant fragments and viable AIS weed starts to Lake Tahoe? The ISMND is completely deficient in this regard unless I missed something. For example, TKPOA has an AIS management program and is exploring various management methods to reduce spread of AIS and its impacts. I don't know if TKM is a partner in that TKPOA activity. If so, the activities should be discussed in an EIR and, if not, what is proposed to mitigate the impacts of existing AIS?

***Response to Comment I4-28***

The comment requests consideration of the existing AIS management as part of the IS/MND. Refer to Response to Comments L1-7 and O1-6.

**Comment I4-29:**

Risk of Upset

This is typically where CEQA ask the preparer, is there any chance things could go wrong that is reasonably foreseeable, and to provide the applicable mitigation requirements to either prevent or manage the upset condition so significant effects are minimized or avoided. I searched for the term "Risk of Upset" and found nothing, another deficiency of the IS/MND. I saw that spill plans were to be in place during construction for "construction upsets" with nothing for the ongoing operations. Examples that may apply in this case are fuelling mishaps and releases of hydrocarbons to waters, sunken vessels and salvage operations, a break in a fuel line from the tanks, a boat crashing into a pier or other vessel, a fire or explosion (especially now that lithium batteries that can catch fire and explode on contact with water are coming into use for vessel propulsion). Such fires can be very difficult to extinguish and are often associated with charging systems such as are installed at intervals on the piers. What will occur if there is a discovery or appearance of new aquatic invasive species in the TKM Lagoon or someone skips or cheats on an AIS vessel inspection? How will such circumstances be managed to prevent adverse impacts? How will the Project proponent respond to these examples and/or other risks of

upset when or if they occur? The IS/MND does not address potentially significant effects and risks from reasonably foreseeable circumstances, with no mitigations proposed, and these matters must be addressed in an EIR.

### *Response to Comment I4-29*

The comment requests consideration and evaluation of unknown circumstances, such as discovery of a new aquatic invasive species or sunken vessels. The comment does not present evidence to suggest that such conditions could occur with implementation of the Project. As noted in Response to Comment I4-18, CEQA (refer to Sections 15144, 15145, and 15384 of the State CEQA Guidelines regarding speculation and forecasting) requires that the evaluation of potential environmental impacts does not speculate regarding conditions that cannot be determined with reasonable certainty at this time, in light of evidence. As such, no further analysis is necessary.

### Comment I4-30:

**Conclusion**

There is both a legacy of adverse environmental effects at the Project site and surroundings and ongoing impacts from marina industrial operations and maintenance. The IS/MND is deficient in a number of areas as discussed herein, and deficient by failing to recognize and mitigate multiple potentially adverse effects of the Project and its continuing and expanded operations. Additional study is warranted to identify the impacts and mitigation measures that may feasibly be applied. An EIR is required, and under provisions of CEQA, overriding considerations can still allow Project approval after adverse effects are mitigated to the extent possible. That is what I recommend. The PC has an extraordinary opportunity to address some legacy issues and make some more real progress at TKM with an EIR, while a faulty IS/MND will continue and expand the existing impacts. I likewise appeal to the developer, reduce your liabilities now, work towards a new vision for recreational boating, invest in Lake Tahoe, be an example. Thank you.

### *Response to Comment I4-30*

The comment summarizes prior statements regarding perceived deficiencies in the analysis of the Draft IS/MND. Specific responses are provided to the points summarized here in Responses to Comment I4-1 through I4-29. As demonstrated in the responses to specific comments above, the IS/MND issued by the City is considered appropriate, adequate, and in accordance with CEQA requirements, contrary to the statements made in this comment. Preparation of an EIR is not required, and no further response is necessary.

### Comment I4-31:

I prepared the attached Independent Water Quality Report and presented it to the TRPA Governing Board, the Executive Officer of the Lahontan Water Board and the Director of Tahoe Environmental Research Center, and others thereafter. There is a lot in there to augment the comments herein in a general and informative way, especially concerning microplastics. Much of it applies to the Project, a bathtub in Lake Bathtub, and I suggest it be read in that context.

KEEP TAHOE PURE; MICROPLASTICS ENDURE

USE WOOD METAL AND STONE IN THE SHOREZONE!

### *Response to Comment I4-31*

The comment references an attached report prepared by the commenter. The comment does not address the adequacy or conclusions of the Draft IS/MND, nor does it address the Project. Therefore, no further response is required. However, this comment is noted and has been included in the record for consideration by the City Planning Commission as part of its consideration of the Project.

# 3 Text Revisions to Draft IS/MND

The following revisions to the Draft IS/MND are based on public input and updated information related to the Project. These changes do not result in a new significant environmental impact, do not increase the severity of any previously identified significant impact, and do not require the adoption of new mitigation measures, and do not change mitigation measures. Rather, the revisions would provide additional clarity regarding the analysis presented in the IS/MND. Therefore, the following changes do not meet the criteria for recirculation of the Draft IS/MND under CEQA Guidelines Section 15073.5.

## Section 4.10, Hydrology and Water Quality

The following text has been added after the third full paragraph on page 91 of the Draft IS/MND:

### Marina General Permit

The Marina General Permit (R6T-2016-0038) regulates stormwater discharges and minor construction activities at commercial marinas within Lake Tahoe. The Marina General Permit regulates industrial stormwater discharges from marina operations, stormwater discharges from parking lots, and other activities associated with marina operation. The permit requires implementation of BMPs and may require additional documentation beyond the NPDES Construction Stormwater General Permit for the Lake Tahoe Basin, including a Marina Pollution Prevention Plan (MPPP), a Discharger Monitoring Plan (DMP), and a Marina Surface Water Monitoring Plan (MSWMP).

# Appendix A

## Draft IS/MND (As Amended Through Responses to Comments)

**PUBLIC REVIEW DRAFT (AS AMENDED THROUGH RESPONSES TO COMMENTS)**



# Initial Study/Mitigated Negative Declaration

# Tahoe Keys Marina Redevelopment Project

South Lake Tahoe, California

**April 2026**

CITY OF SOUTH LAKE TAHOE

# Tahoe Keys Marina Redevelopment Project

## South Lake Tahoe, California

## Initial Study/Mitigated Negative Declaration

**Prepared for:**

CITY OF SOUTH LAKE TAHOE
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CITY OF SOUTH LAKE TAHOE

## NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE TAHOE KEYS MARINA REDEVELOPMENT PROJECT

**Project Title:** Tahoe Keys Marina Redevelopment Project ("Project")

**Project Location:** The Project area, defined as the area where demolition would occur and planned improvements would be constructed, is located at 2435 Venice Drive East in the City of South Lake Tahoe, El Dorado County, California. The Project area encompasses approximately 16.5 acres comprised primarily of 3 parcels owned by TKSMI (APNs 022-210-032, 022-210-040, and 022-210-041), portions of the Tahoe Keys lagoon, and City right-of-way (ROW) including Venice Drive East and Tahoe Keys Boulevard ROW from Venice Drive East to Michael Drive. The Project area also includes a small segment of Tahoe Keys Beach and Harbor Association (TKBHA) property (APN 022-210-042) for landscape improvements; however, the parcel would remain under TKBHA ownership. Utility trenching may also occur within the paved entrance (APN 022-210-022).

**Lead Agency:** City of South Lake Tahoe ("City")

**Project Description:**

Tahoe Keys SMI, LLC (TKSMI) is proposing the redevelopment of the Tahoe Keys Marina (TKM) in order to revitalize the TKM landside facilities and operations. The Project would involve the demolition of 3 existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, 3 units of workforce housing (to replace the 3 existing units that would be demolished as part of the Project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated, and the existing bulkhead that borders the lagoon would be replaced. A significant element of the Project is bringing the site into compliance with water quality best management practices (BMPs) and assisting in controlling aquatic invasive species (AIS).

**Review Period:**

The 30-day public review period for the Initial Study/Mitigated Negative Declaration (IS/MND) begins on April 3, 2026, and ends on May 4, 2026. Comments will be accepted on the IS/MND until 5:00 p.m. on May 4, 2026, and should be mailed to 1052 Tata Lane, South Lake Tahoe, CA 96150, attention John Hitchcock, or by email: jhitchcock@cityofslt.us.

A copy of the IS/MND can be reviewed at the City office at the above address or online at https://www.cityofslt.gov/142/Planning-Division. For further information regarding the IS/MND and adoption of the document, please contact John Hitchcock, Planning Manager. The Development Services Department office is open to the public during the following business hours: Monday, Wednesday, Thursday, and Friday from 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 3:30 p.m.

**Public Meeting:**

In accordance with CEQA and the CEQA Guidelines, the City will consider the adoption of the Initial Study/Mitigated Negative Declaration of Environmental Impact for the Project at a regularly scheduled Planning Commission Meeting on the date, time, and location provided below.

Location: City of South Lake Tahoe Council Chamber

Address: 1091 Lisa Maloff Way
South Lake Tahoe, CA 96150
Date: February 10, 2026

Time: 3:00 p.m. or soon thereafter

Hazardous Materials/Waste On-Site:

The State of California maintains the EnviroStor and Geotracker databases of known contamination sites pursuant to Government Code Section 65962.5. Based on the information gathered from these databases, no sites located within the Project area are actively under evaluation, remediation, or verification monitoring.

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Transportation Study

# List of Abbreviations

| Abbreviation | Definition |
|---|---|
| AFY | Acre-Feet per Year |
| APE | Area of Potential Effect |
| BMP | Best Management Practice |
| BRA | Biological Resource Assessment |
| BSA | Biological Study Area |
| CAAQS | California Ambient Air Quality Standards |
| CAL FIRE | California Department of Forestry and Fire Protection |
| CARB | California Air Resources Board |
| CBC | California Building Code |
| CDFW | California Department of Fish and Wildlife |
| CEQA | California Environmental Quality Act |
| CESA | California Endangered Species Act |
| CFR | Code of Federal Regulations |
| CNDDB | California Natural Diversity Database |
| CNEL | Community Noise Equivalent Level |
| CRHR | California Register of Historical Resources |
| CTC | California Tahoe Conservancy |
| DOC | California Department of Conservation |
| EDCAQMD | El Dorado County Air Quality Management District |
| EPA | United States Environmental Protection Agency |
| ESA | Federal Endangered Species Act |
| FHSZ | Fire Hazard Severity Zone |
| FGC | California Fish and Game Code |
| IS | Initial Study |
| LCT | Lahontan cutthroat trout |
| LSAA | Lake or Streambed Alteration Agreement |
| LTAB | Lake Tahoe Air Basin |

| | |
|---|---|
| MBTA | Migratory Bird Treaty Act |
| MND | Mitigated Negative Declaration |
| NAAQS | National Ambient Air Quality Standards |
| NAHC | Native American Heritage Commission |
| NPDES | National Pollutant Discharge Elimination System |
| NRHP | National Register of Historic Places |
| Phase I ESA | Phase I Environmental Site Assessment |
| PRC | Public Resources Code |
| Project | Tahoe Keys Marina Redevelopment Project |
| RWQCB | Regional Water Quality Control Board |
| SGMA | Sustainable Groundwater Management Act |
| SNYLF | Sierra Nevada yellow-legged frog |
| SR 89 | State Route 89 |
| STPUD | South Tahoe Public Utility District |
| SVP | Society of Vertebrate Paleontology |
| SWPPP | Stormwater Pollution Prevention Plan |
| TKSMI | Tahoe Keys SMI, LLC |
| TKBHA | Tahoe Keys Beach and Harbor Association |
| TKM | Tahoe Keys Marina |
| TRPA | Tahoe Regional Planning Agency |
| TTD | Tahoe Transportation District |
| TVS | Tahoe Valley – Tahoe South Groundwater Subbasin |
| USACE | United States Army Corps of Engineers |
| USFWS | United States Fish and Wildlife Service |
| US 50 | United States Highway 50 |
| VMT | Vehicle Miles Traveled |
| WOUS | Waters of the United States |

# 1 Introduction

The City of South Lake Tahoe (City) has prepared this Draft Initial Study (IS)/Proposed Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) for the proposed Tahoe Keys Marina Redevelopment Project (Project). CEQA requires that all state and local government agencies consider the environmental consequences of projects they propose to implement, or over which they have discretionary authority, before implementing or approving those projects. As specified in Section 15367 of the CEQA Guidelines, the public agency that has the principal responsibility for carrying out or approving a project is the lead agency for CEQA compliance. The City has principal responsibility for approving the Project and is therefore the lead agency under CEQA for the Project.

The purposes of this IS/MND are to: 1) determine whether implementation of the Project would result in potentially significant or significant effects on the environment; and 2) incorporate mitigation measures into the Project design, where feasible, to reduce the Project's potentially significant or significant effects to a less than significant level. An IS/MND presents environmental analysis and substantial evidence supporting its conclusions regarding the significance of environmental impacts. Substantial evidence may include expert opinion based on facts, technical studies, or reasonable assumptions based on facts (CEQA Guidelines, Sections 15063(a) and 15064(f)).

As specified in Section 15064(a) of the CEQA Guidelines, if there is substantial evidence (such as the results of an IS) that a project, either individually or cumulatively, may have a significant effect on the environment, then the lead agency must prepare an Environmental Impact Report (EIR). The lead agency may instead prepare a Negative Declaration if it determines there is no substantial evidence that a project may cause a significant impact on the environment. The lead agency may prepare an MND if, in the course of the IS analysis, it is recognized that a project may have a significant impact on the environment but that implementing specific mitigation measures would reduce any such impacts to a less than significant level (CEQA Guidelines, Section 15064(f)).

# 2 Project Description

Tahoe Keys SMI, LLC (TKSMI) is proposing the redevelopment of the Tahoe Keys Marina (TKM) in order to revitalize the TKM landside facilities and operations. The Project would involve the demolition of 3 existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, 3 units of workforce housing (to replace the 3 existing units that would be demolished as part of the Project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated, and the existing bulkhead that borders the lagoon would be replaced. A significant element of the Project is bringing the site into compliance with water quality best management practices (BMPs) and assisting in controlling aquatic invasive species (AIS). The City is acting as lead agency in accordance with CEQA (Public Resources Code [PRC] Sections 21000 – 21177) and the State CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 – 15387).

## 2.1 Project Location

The Project area, defined as the area where demolition would occur and planned improvements would be constructed, is located at 2435 Venice Drive East (Error! Reference source not found.) in the City of S outh Lake Tahoe, El Dorado County, California. The Project area encompasses approximately 16.5 acres comprised primarily of 3 parcels owned by TKSMI (APNs 022-210-032, 022-210-040, and 022-210-041), portions of the Tahoe Keys lagoon, and City right-of-way (ROW) including Venice Drive East and Tahoe Keys Boulevard ROW from Venice Drive East to Michael Drive (**Figure 2**). The Project area also includes a small segment of Tahoe Keys Beach and Harbor Association (TKBHA) property (APN 022-210-042) for landscape improvements; however, that parcel would remain under TKBHA ownership. Utility trenching may also occur within the paved entrance located on parcel 022-210-022.

### 2.1.1 Background

TKM is located within the eastern portion of the broader Tahoe Keys development. Planning for the Tahoe Keys began in 1955 with the majority of construction occurring in the late 1960s and early 1970s. The Tahoe Keys development was created by dredging and filling a large portion of the Upper Truckee Marsh. Since the establishment of the Tahoe Keys development, most of the lots on the artificial islands within the community have been developed into private homes and townhouses.

The Project area was originally developed with 2 buildings by 1969. Subsequently, the artificial lagoon was expanded inland, providing TKM with more shoreline for marina development. By 1974, the Project area consisted of 3 buildings roughly within the footprint of the existing buildings on-site, as well as a marina developed within the now expanded artificial lagoon. The southwestern portion of the Project area remained undeveloped and largely unused prior to 1992. Based on a review of historic aerial

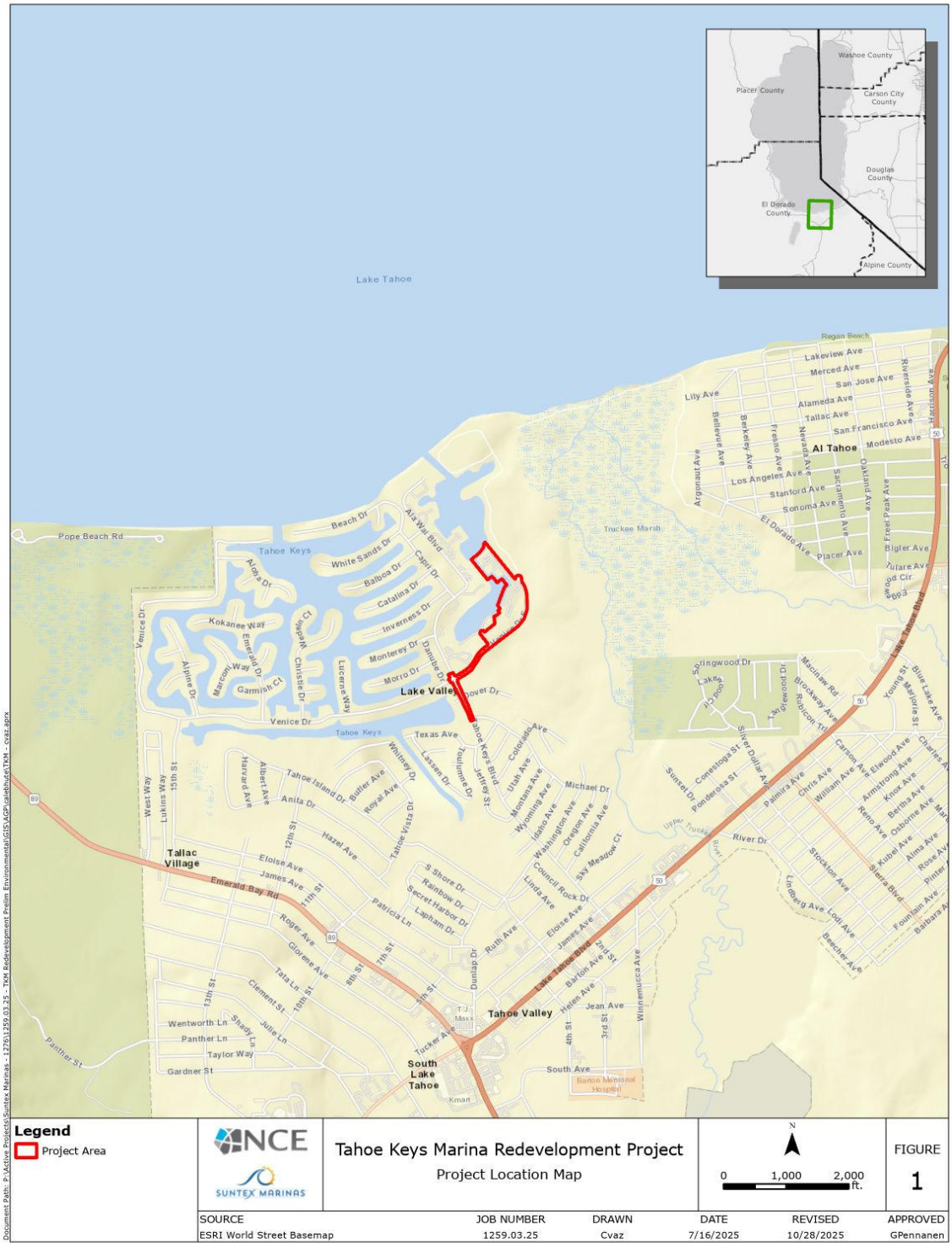


*Figure 1. Project Location Map*




*Figure 2. Project Boundary Map*

imagery from 1992 and 1998, the boatyard that is currently in a corner of parcel 022-210-040 was paved. This represents the last major land coverage development on the site.

TKM has been an important public recreation establishment since it was constructed in the late 1960s, serving as a major access point to Lake Tahoe for aquatic recreation. The marina and associated facilities have served South Lake Tahoe visitors since marina operations began in 1971, and the buildings on-site having supported many uses over their lifespans. The marina complex was developed adjacent to the larger Tahoe Keys development, an area envisioned as a community of vacation cabins situated on an artificially created harbor on the edge of Lake Tahoe (Chandler 2001).

Summer is the peak activity season for TKM, and marina recreational facilities are in high demand. Various businesses operate out of the marina during the summer. However, the existing facilities and infrastructure have deteriorated and require redevelopment in order to continue to serve the marina needs of the larger South Lake Tahoe community. Interim measures, such as stormwater BMPs and AIS management, have been implemented, but comprehensive redevelopment is required for lasting solutions.

The related but separate Tahoe Keys Marina Dock Replacement Project is currently updating the existing docks in the marina. The dock replacement project received a minor marina permit from TRPA and a building permit from the City in 2025 to replace the existing docks with a modernized dock system and associated piling, construct new dock utilities to service vessels, and construct Americans with Disabilities Act-related improvements. Replacement docks will be within the footprint of existing dock infrastructure and will not alter the number of available slips.

## 2.2 Project Objectives

The overarching goal of the Project is to replace aging facilities and infrastructure to maintain and improve the existing marina, consistent with the demands and expectations of the local community and visitors, and to redevelop the property into a premier marina that benefits Lake Tahoe, the City, and the surrounding communities. The redevelopment of TKM is also needed to install adequate stormwater management infrastructure and to provide the public with high-quality services for lake access and recreation.

The objectives of the Project are to:

- Enhance environmental protections through stormwater BMPs and AIS controls.
- Provide public amenities, including a waterfront promenade, non-motorized recreation access, public restrooms, and community gathering spaces.
- Construct new and modern commercial and marina support buildings while preserving scenic views.
- Replace an aging bulkhead.
- Provide on-site boat storage to reduce the need for vessels to be towed to off-site storage locations.

## 2.3 Existing Conditions

The Project area consists of the marina's landside improvements and operations, the marina bulkhead and boat launch ramp and boat lift, and City ROW on Venice Drive East and Michael Drive. The Project area contains 3 buildings, a boat launch ramp, boat lift, parking lots, exterior boat storage, sparse landscape/ruderal vegetation, and roadways (**Figures 3A and B**). The Project area also contains various small sheds/auxiliary buildings and part of an incomplete boat spray booth consisting of metal framing. The Project area is accessed from Tahoe Keys Boulevard. Tahoe Keys Boulevard connects to Venice Drive East, which provides vehicle access to the existing marina building complex and associated parking lot, boat storage yard, and boat launch ramp and boat lift. The Project area currently contains 325 parking spaces, which can be used by the public for free.

The east edge of the Project area borders the Cove East/Upper Truckee Marsh, owned by the California Tahoe Conservancy (CTC). This area contains nature trails, which lead to wildlife viewing areas and beaches. It is typically accessed via parking in the marina and along the shoulder of Venice Drive East. The west edge of the Project area, across the lagoon from TKM landside facilities, borders the Tahoe Keys residential development. The lagoon, which the marina is located on, is shared by marina facilities owned and operated by the Tahoe Keys Property Owners Association and the TKBHA (**Figure 3A**).

The existing 3 buildings contain 8 commercial spaces and 3 residential units. All 3 buildings are located on parcel 022-210-032 ("Parcel 1"). The buildings are in various states of use:

- Building 1: Marina Service Building, a 2-story building with approximately 12,600 square feet (sf) of commercial floor area currently used as a boat maintenance and repair shop for the marina.
- Building 2: Marina Administration Building, a 2-story building with approximately 22,200 sf of commercial floor area with offices and storage on the first floor, and 3 units of multi-family housing occupied by TKSMI employees on the second.
- Building 3: Marina Restaurant Building, a 2-story building with approximately 15,000 sf configured for use as a restaurant and formerly operated under the name "Fresh Ketch." Fresh Ketch opened in the 1980s and reported income through the end of December 2021. The building is currently vacant.

All 3 buildings are in poor condition. Buildings 2 and 3 were both identified during a hazardous building materials survey of the Project area as having building materials that contained asbestos and lead that would complicate repair and rehabilitation (Bureau Veritas 2021). All 3 buildings also contain universal wastes such as polychlorinated biphenyl light ballasts and mercury switches (Bureau Veritas 2021).

The upland parts of the Project area are separated from the lagoon by a sheet pile bulkhead. The bulkhead was constructed during the development of the marina in the late 1960s and early 1970s. It is at the end of its design life and is in need of replacement. Five boat fueling stations are located immediately adjacent to Buildings 2 and 3, along the bulkhead. Gasoline is stored in a 12,000-gallon aboveground storage tank on the southeastern edge of Parcel 1. Paved and unpaved boat storage areas are present on parcel 022-210-040 ("Parcel 2"). The unpaved area of Parcel 2 mostly consists of gravel mulch and shredded bark mulch materials. The paved storage area contains metal frame racks with multiple levels used for boat dry storage. Parcel 022-210-041 ("Parcel 3") is mostly undeveloped and contains low lying vegetation and sparse immature trees. The boat storage areas are designed to

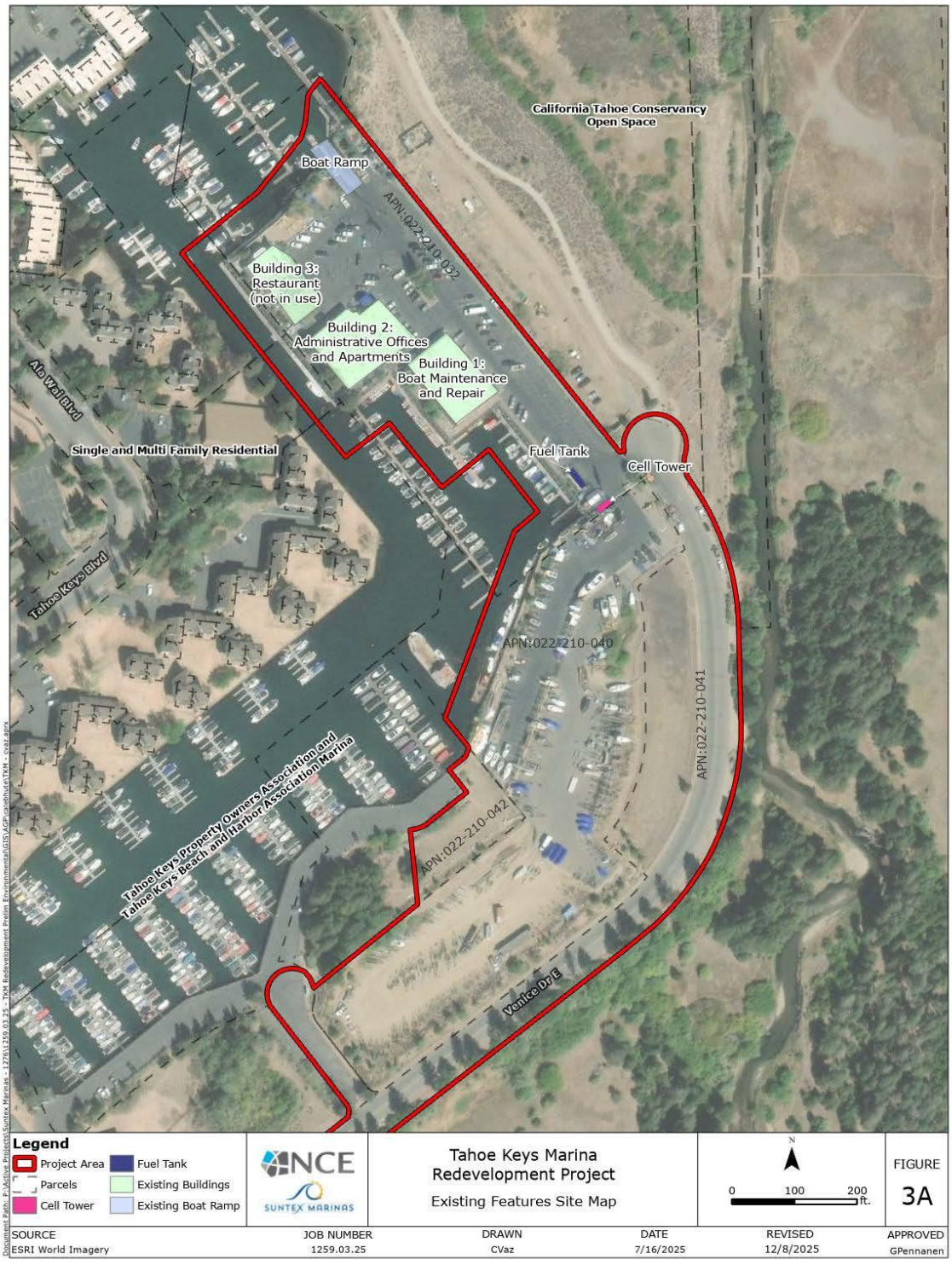


*Figure 3A. Existing Features Map*




*Figure 3B. Existing Features Map*

accommodate approximately 150 boats, however, based on a review of aerial photography, existing storage areas have accommodated between 200 and 250 boats. In general, existing manufactured facilities within the Project area are in disrepair, do not offer sufficient screening of unsightly storage and repair areas from off-site viewpoints, and lack architectural unity (i.e., consistency of design). The impervious surface of the loop road in the boat storage lot drains into a gravel mulch area where it infiltrates. Unpaved areas on Parcel 2 and Parcel 3 allow for stormwater to pond on the surface, evaporate, or infiltrate into the ground.

Water is currently provided to the Project area by the Tahoe Keys Water Company through an existing water line that enters the Project area at the cul-de-sac at the end of Venice Drive East. Sewage is conveyed away from the Project area to existing South Tahoe Public Utility District (STPUD) infrastructure through a 12-inch, cast-in-place pipe that continues in the ROW of Venice Drive East.

## 2.4 Project Features

The Project would involve demolition of the 3 existing buildings (Buildings 1, 2, and 3), as well as the existing boat launch ramp at the northern end of the Project area. Removal of these buildings would also coincide with the replacement of the existing bulkhead surrounding the foundation and parking lots within Parcels 1 and 2.

A total of 7 new buildings, with a combined floor area of approximately 153,200 sf, would be constructed. Of the 7 buildings, 4 buildings would be located within Parcel 1 and referred to as the Primary Marina Complex, and 3 buildings would be located within Parcel 2. A new/replacement boat launch would also be provided within Parcel 2. Site development would also include new water quality and drainage infrastructure, utility connections and services, relocation of the fuel tank, and site amenities such as a promenade, restrooms, and emergency command center for local emergency services. Approximately 32,000 square feet of land within the western edge of the Project area (APN 022-210-040) would not be developed as part of the Project. Ownership of this area may be transferred to the Tahoe Keys Property Owners Association at a later date and separate from the Project. All of the proposed buildings within the Project area are shown in **Figure 4A** and **Figure 4B**. A conceptual site plan for the Project, including parking, is shown in **Figure 5**.

### 2.4.1 Primary Marina Complex

The 4 proposed buildings within Parcel 1 would be constructed in the footprint of the existing marina building complex, as outlined below.

- Proposed Building A would be constructed approximately within the footprint of existing Building 1 and would provide approximately 17,600 sf of space within 2 floors with dedicated retail space, offices, restrooms, and a common area.
- Proposed Building B would be constructed adjacent to and in between proposed Building A and proposed Building C, approximately within the footprint of existing Building 2. Proposed Building B would consist of retail space, restrooms, common areas, and a fast casual restaurant facility. This 2-story building would be approximately 24,650 sf in size.

Proposed Building C would be constructed on the western corner of the existing marina facilities footprint, located partially within the footprint of the existing restaurant building and partially within the footprint of the existing parking lot. Proposed Building C would feature a restaurant and coffee retailer. The building would consist of 2 stories and would provide approximately 17,050 sf of interior space.

- Proposed Building D would be constructed on the northern edge of the existing marina facilities, located approximately within the existing parking lot and boat launch ramp. Proposed Building D would consist of restrooms, common areas, miscellaneous marina support, a valet, and a fine dining restaurant. The building would consist of 2 stories and would provide approximately 16,050 sf of interior space.

In total, the proposed buildings within the Primary Marina Complex would provide approximately 75,350 square feet of space for various uses. The final grade of the portion of the Project area around Buildings A through D would be raised approximately 2.5 feet from its current elevation, requiring approximately 3,550 cubic yards of imported fill. Reinforced concrete piles at various depths would be used to support the foundations of Buildings A through D. The proposed buildings would be constructed using a neutral color palette consisting of earth, stone, and wood tones (**Figure 6**). Height calculations of the proposed buildings were measured from existing and natural grade as reflected in the elevation drawings.

Within the Primary Marina Complex, a roundabout would be constructed southeast of Buildings A and B. A walkway/promenade would provide visual separation and pedestrian (i.e., non-motorized) access between the bulkhead and Buildings A through D. This walkway/promenade would extend southward to the proposed boat showroom, described below.

### 2.4.2 Public Restroom and Trash Storage Building

A restroom and trash storage facility (approximately 1,350 sf in size) would be constructed at the northeastern edge of Parcel 2, adjacent to the parking lot extending from the roundabout. This facility would include space for indoor trash, recycling and food waste storage, and a trash compactor, as well as public restrooms intended to serve visitors to the marina, the CTC recreation property, and Cove East/Upper Truckee Marsh, which is located immediately east of the Project area.

### 2.4.3 Boat Showroom

A boat showroom and marina support facility (**Figure 7**) would be constructed south of Buildings A through D on Parcel 2. This 2-story facility would provide approximately 23,900 sf of interior space and include a harbor master office, ship store, restrooms, miscellaneous support area, and an approximately 9,500-sf boat showroom area on the first floor. The second floor would consist of approximately 3,100 sf of office space, 550 sf of common area, and 2,150 sf of additional marina support space. Additionally, two 2-bedroom apartment units and one 3-bedroom unit would be constructed on the second story of the boat showroom building and would be a 1:1 replacement of the existing residences located on site. These apartment units would house TKSMI employees. These developments would occur in the footprint of the existing paved outdoor boat yard (Error! Reference source not found.**A**).




*Figure 4A. Project Detail Map*




*Figure 4B. Project Detail Map*




***Figure 5. Conceptual Site Plan***




*Figure 6. Promenade, Bulkhead, and Plaza Concept Rendering*



*Figure 7. Boat Showroom Building Rendering*

### 2.4.4 Boardwalk/Promenade and Central Plaza

A boardwalk/promenade would extend along the edge of the development adjacent to and between the bulkhead and the buildings and site amenities, terminating at the proposed site of the new boat launch ramp. The promenade would be publicly accessible and provide views of the lagoon and surrounding areas.

A central plaza/open space would be constructed central to proposed Buildings B through D. It would be located within the current footprint of the parking lot for the existing marina building complex. This plaza would consist of approximately 14,300 sf of open space with a central area of pervious landscaping. The plaza would be underlain by a stormwater underground storage and infiltration system for the Project area. Additionally, the plaza would provide several smaller landscaping areas with permeable surface and vegetation.

### 2.4.5 Boat Launch

The existing boat launch ramp, located on the northern edge of the existing marina building complex, would be removed and relocated adjacent to the south end of the boat showroom within Parcel 2. A boat lift would also be constructed at that location. Relocation of the boat launch ramp would require removal of the existing sheet pile bulkhead in the new location and extension of the bulkhead in the old location. The new boat launch would most likely have a temporary sheet pile perimeter to control turbidity and allow for the excavation of material to create the terminal slope into the water. Turbidity curtains would be installed around the temporary wall as secondary containment. The pre-cast ramps would be slid into place and secured with sheets and/or steel beams. Large rock or gravel would then be installed as a revetment to ensure the shoreline is stabilized. The existing lift well and gantry crane for load-in and load-out of boats and marine equipment would also be relocated adjacent to the boat launch ramps.

### 2.4.6 Water Tank and Boat Storage Facility

An approximately 52,600-sf water tank and boat storage facility would be constructed in the southwestern portion of Parcel 2. The building would be 42 feet tall at its tallest point. Most of the building space would be used for boat storage with 2 aisles and 3 levels of boat storage per aisle, separated by a drive aisle for boat movement within the facility. The facility is anticipated to provide storage for approximately 250 boats during the peak summer months and accommodate up to 430 boats during the winter. Interior boat storage is intended to improve the aesthetic qualities of TKM and reduce the use of plastic tarps for winter dry storage of boats. Based on existing usage (200-250 boats and boat trailers stored in the existing storage areas during peak summer months), this would not be considered an increase in capacity for recreational use since the boat storage facility would accommodate a similar range of boats as existing conditions during summer months.

Water facilities within the Water Tank and Boat Storage Facilities would include water tanks (with up to 500,000 gallons of capacity, combined), water pumps, and related equipment and are intended to ensure adequate fire flow to marina facilities and the water utility that serves the project. The proposed water tanks would provide redundancy and enhance existing service by increasing water pressure. As noted in greater detail in Section 2.4.11 below, the proposed water tanks would connect to existing

water lines in the vicinity, be located inside of the Water Tank and Boat Storage Facilities structure, and would not be visible from the remainder of the Tahoe Keys development.

The Project would also provide an emergency command center (approximately 1,050 sf in size) within the eastern corner of the water tank and boat storage facility. The command center would be available for use by the local police and fire departments as a communications center, as needed and to respond to emergency calls for service within the southern portion of Lake Tahoe. The foundation of the facility would include reinforced concrete piles with variable final depths.

### 2.4.7 Parking and Circulation

Parking (paid and valet lots) would be provided throughout the Project area and adjacent to the proposed buildings described above. Additionally, internal roads would connect to Venice Drive East at 3 primary points (**Figure 5**).

Most on-site parking would be paid public parking, and a valet parking lot would be provided in Parcel 3. The Project would provide 251 parking spaces, a decrease of 74 spaces compared to existing conditions. Of these, 69 would be reserved for valet parking and the remainder would be paid public parking.

Bicycle and kayak storage racks would be provided along the walkway/promenade to be located within Parcel 2. Publicly accessible launch points for kayaks would be accessible from the walkway/promenade and separate from the proposed boat launch ramp.

The Project would not involve modifications to the alignment of existing roadways (e.g., Venice Drive East), however, due to site constraints, the existing pavement of Venice Drive East may be affected during Project construction by equipment movement and storage and utility trenching. As part of the Project and pending coordination with the City, Venice Drive East would be repaved and restriped in accordance with City requirements.

### 2.4.8 Bulkhead

The Project would involve replacing approximately 1,600 linear feet of the existing sheet pile bulkhead. The bulkhead replacement would include installation of new 34-foot-long sheet piles directly in front of the existing sheet piles, which would be secured to the existing metal walers and reinforced with concrete caps. In many locations, existing brace pipe piles would need to be removed.

### 2.4.9 Lighting

Exterior lighting would be replaced throughout the Project area and would comply with TRPA and/or City standards with respect to light intensity, brightness, and dark sky view protection. Lighting would be designed for purposes of illumination only. All exterior lights shall be directed downward and use cutoff shields and/or limit lighting intensity to minimize light spillover.

### 2.4.10 Coverage

Consistent with TRPA's Regional Plan and overarching goal to protect and restore the clarity of Lake Tahoe, changes in land coverage (i.e., land surface converted from a natural condition to an impervious surface) are evaluated by TRPA in order to limit the potential for runoff (and associated sediment and

pollutants) to affect Lake Tahoe (TRPA 2025a). As part of this evaluation, TRPA has established criteria/classes of land capability that limit the amount of land coverage allowable for new development in order to achieve TRPA's broader goal of protecting Lake Tahoe. Two of the 3 primary parcels forming the Project area have been verified by TRPA to consist of Class 6 land capability, which allows for 30% land coverage (Design Workshop 2025). Under existing conditions, the Project area has a total coverage of 287,252 sf, which is greater than the allowable coverage by 189,586 sf (Design Workshop 2025). With implementation of the Project, site coverage would be 285,904 sf (Design Workshop 2025). Therefore, as a whole, the Project would reduce the overall coverage area compared to existing conditions by 1,348 sf (Design Workshop 2025).

### 2.4.11 Utilities and Boat Fueling

All utilities within the Project area would be upgraded to meet standard code requirements and demands as part of the Project.

Similar to existing conditions, the Project would provide a replacement aboveground gasoline storage tank and related fueling components within the southern portion of Parcel 2, adjacent to proposed on-site parking. All components would be compliant with all applicable standards.

As part of the Project, water service would be provided to the Project area via a new connection to existing Tahoe Keys Property Owners Association infrastructure in the area. Tahoe Keys Property Owners Association provided a will serve letter for the Project, indicating adequate capacity to serve the project on September 29, 2025 (Tahoe Keys Property Owners Association 2025). As an option, the Project may instead connect to STPUD infrastructure from the closest STPUD water main (an 8" line within Tahoe Keys Boulevard) to the Project area, located at the intersection of Tahoe Keys Boulevard and Michael Drive. To install this connection, a trench (approximately 4 feet deep and 2 feet wide) from approximately the entrance of the TKBHA marina parking along Venice Drive East to the intersection with Tahoe Keys Boulevard would be constructed. Trenching would continue approximately 620 feet southeast within Tahoe Keys Boulevard to the STPUD water main connection point near Michael Drive.

With respect to wastewater, the Project would connect to existing STPUD wastewater collection infrastructure within Venice Drive East. No additional wastewater facilities would be necessary (STPUD 2025a).

### 2.4.12 Construction

Construction is scheduled to take 24 months and would involve 5 primary phases (demolition, grubbing/rough grading, excavation and site work, building erection, and painting/paving/striping/landscaping).

#### Demolition

As part of this phase, on-site buildings would be demolished and removed from the Project area. Existing hardscape, lighting, boat storage, and other accessory structures would be removed.

### Grubbing/Rough Grading

Within the limits of the Project area, existing paving, landscape areas, and vegetation that would interfere with construction or final design would be removed as part of this phase. Removal of existing landscaping (including up to 30 trees located primarily along the periphery of the Project area) would be necessary, especially within the southern portion of the Project area and around the existing buildings. Rough grading would shape the construction site and slopes.

### Excavation and Site Work

Following rough grading, additional excavation would bring the Project area to final grade and prepare the soil for underground piping and structural supports. The replacement bulkhead would be located in front of the existing bulkhead that borders the lagoon, and the new boat launch would be constructed. The aforementioned 3,550 cubic yards of fill material would be imported to the Project area. Site work would involve installing underground utility pipes (some pipes may be 6-inch-diameter or larger), utility holes, structural foundations, curbs, gutters, pathways, and sidewalks. Excavation for concrete foundations and underground drainage pipes would be performed with excavators and/or backhoes.

### Building Erection

During this phase, the 7 proposed buildings would be constructed. Site work would include establishing foundations, framing, exterior construction, mechanical/electrical/plumbing, and finishing.

### Painting/Paving/Striping/Landscaping

During the final phase of construction, painting (both interior and exterior surfaces) of the proposed buildings would be conducted. All parking areas, roads, and designated locations would be paved and striped. Paving would be performed incrementally throughout the Project area as large construction and non-rubber tread equipment is removed. Landscaping includes the installation and/or construction of plantings and hardscapes, outdoor lighting, and drainage.

## 2.4.13 Equipment and Labor Force

Various types of equipment would be needed for the construction of the Project elements. Construction equipment which would be used during construction could include, but is not limited to backhoes, cement trucks, cranes, graders, auger drill rigs, compactors, air compressors, concrete saws, bulldozers, dump trucks, excavators, generators, jackhammers, pneumatic tools, vibratory hammers, and vibratory rollers/compactors.

The categories of workers required to complete this Project include, but are not limited to civil/earthwork personnel, excavators, masons, painters, plumbers, landscapers, carpenters, cement finishers, operating engineers, electricians, and craftsmen. The number of workers at the construction site would vary based on the phase and complexity of construction but, for the purposes of this analysis, it is generally assumed that up to 30 workers would be present on-site each day.

Work would generally be completed during daylight hours, typically 8:00 a.m. to 6:00 p.m., or as specified by the City's Municipal Code. During the construction period, construction would generally be

performed 5 days per week (weekend work may occur occasionally depending on schedule), year-round, except for standard U.S. holidays. There would be no on-site temporary workforce housing, and parking of employee recreational vehicles or trailers would be prohibited.

## 2.5 Construction Controls

Project implementation would comply with applicable local, state, and federal regulations pertaining to protection of human health, safety, and environment. As part of this, the Project would be required to comply with the South Lake Tahoe City Code, TRPA Code, El Dorado County Code of Ordinances, Lahontan Regional Water Quality Control Board (RWQCB) stormwater control requirements, and Lake Tahoe Regional Plan, where necessary. Construction controls would apply to both land and in-water construction activities (as identified in Sections 3.4.5 and 3.4.8 above). The following discussion outlines certain requirements and Project design features that would be implemented to comply with applicable regulations.

### 2.5.1 Air Quality

The El Dorado County Air Quality Management District (EDCAQMD) Rule 223 establishes requirements for construction projects. Control measures for construction and other earth moving activities must follow the guidelines presented in Table 1 of Rule 223-1 “Best Management Practice.” These requirements include, but are not limited to, creation and implementation of a Fugitive Dust Control Plan, trackout management practices at the construction site, visible emissions limitation, vehicle speed limitations, material handling, and control for stockpiles and disturbed areas. Most of these requirements are also part of TRPA protocol to protect water quality. Construction would implement the following EDCAQMD air quality control measures:

- Vehicle idle time shall be limited to 5 minutes or less (this is also a state regulation for diesel engines).
- U.S. Environmental Protection Agency (EPA) Tier 4F engines shall be used in all diesel equipment.
- Renewable diesel fuel shall be used in all diesel equipment.
- Dirt areas shall be exposed to water twice per day to prevent blowing dust.
- Vehicle speed on unpaved areas shall not exceed 10 mph.
- Tracked-out areas shall be swept once per week to reduce entrained road dust.

### 2.5.2 Biological Resources

All trees, major roots, and other vegetation not specifically designated and approved for removal in connection with a project would be protected according to methods approved by TRPA. Additional vegetation shall not be disturbed, injured, or removed except in accordance with the TRPA Code or conditions of Project approval.

### 2.5.3 Geology and Soils

Because the Project would disturb more than 1 acre, it is subject to the statewide Construction General Permit Order 2009-0009-DWQ, which regulates stormwater leaving construction sites. Under this order, site owners must notify the state and implement a stormwater pollution prevention plan (SWPPP) prepared by a Qualified SWPPP Developer. The SWPPP must outline measures that would protect hydrology and water quality resources, including groundwater, from negative impacts during construction through implementation of BMPs and monitoring the effectiveness of BMPs. This permit is administered by the State Water Resources Control Board and overseen by the Lahontan RWQCB.

BMPs would follow the Caltrans Construction Site BMP Manual (Caltrans 2024) and the TRPA Best Management Practices Handbook (TRPA 2014) to control and minimize the impacts of construction-related activities and further protect soil and water resources. At a minimum, the following geology and soils controls must be implemented:

- Install temporary erosion and sediment control BMPs to prevent the transport of earthen materials and other construction waste materials from disturbed land areas, stockpiles, and staging areas during periods of precipitation or runoff (such as silt fence, erosion control fabric, fiber rolls).
- Implement temporary BMPs to prevent wind erosion and sediment transport of disturbed areas, such as use of water for dust control and covering of stockpiles during windy conditions or during non-working hours.
- Use high visibility vegetation protection fencing to prevent damage to trees or other vegetation where possible.
- Use construction boundary fencing to limit land disturbance in areas not planned for construction.
- Parking shall be provided on paved and existing disturbed areas only.
- Limit grading to May 1 through October 15, unless an exemption is granted by TRPA. At the end of the grading season or before completion of the Project, all surplus or waste earthen materials from the Project area would be removed and disposed of at a TRPA-approved disposal site or stabilized on-site in accordance with TRPA regulations.
- Implement a spill prevention plan. Contractors would be responsible for storing on-site materials and temporary BMPs capable of capturing and containing pollutants. Equipment fueling and maintenance, if performed at the job site, shall be performed in a designated area utilizing secondary containment with a spill kit in accordance with National Pollutant Discharge Elimination System (NPDES) requirements.

### 2.5.4 Greenhouse Gas Emissions and Green Energy

California regulations limit idling from both on-road and off-road diesel-powered equipment. The California Air Resources Board (CARB) enforces idling limitations and compliance with diesel fleet regulations. The following practices would be incorporated to control exhaust emissions from diesel-powered fleets working at the construction site:

- Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes (required by 33 California Code of Regulations 2449(d)(3) and 2485). Provide clear signage that posts this requirement for workers at the entrances to the site.
- Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determined to be running in proper condition before it is operated.
- Use a CARB-approved low-carbon fuel for construction equipment. Nitrogen oxide emissions from the use of low-carbon fuel must be reviewed and increases in emissions mitigated.

## 2.6 Responsible and Trustee Agencies

The following agencies may have responsibility for or jurisdiction over implementation of elements of the Project. The following list also identifies potential actions/permits and other approval actions that may be required before implementation of certain Project elements.

**FEDERAL**

- U.S. Army Corps of Engineers (USACE) (Responsible Agency) —Due to potential impacts to waters of the United States (WOUS) and the need to comply with Clean Water Act Section 404 requirements.
- U.S. Fish and Wildlife Service (USFWS) (Responsible Agency) – Due to potential take of listed species and the need to comply with Federal Endangered Species Act (ESA) requirements.

**STATE**

- CDFW (Responsible and Trustee Agency) – Due to Project's potential impacts to special species and its need to comply with CESA and Fish and Game Code.
- Lahontan RWQCB (Responsible agency)—Due to the Project's need to comply with waste discharge requirements for impacts on waters of the state and to implement a stormwater pollution prevention plan for construction/operation.
- State Water Resources Control Board (Responsible agency)—Due to the need for coverage under Construction General and Industrial Storm Water permits.

**REGIONAL**

- TRPA (Responsible Agency) – Due to potential impact to threshold standards set forth for water quality, air quality, soils, wildlife, noise, fisheries, vegetation, scenic quality, and recreation.

**LOCAL**

- South Tahoe Public Utility District (STPUD) (Responsible Agency) – Due to the Project's need to provide new utility connections to existing utility infrastructure.

# 3 Summary of Impacts and Proposed Mitigation Measures

## 3.1 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by the Project, involving at least 1 impact that is a "Potentially Significant Impact," as indicated by the checklist on the following pages.

☐ 1. Aesthetics
☐ 2. Agriculture and Forestry Resources
☐ 3. Air Quality
☐ 4. Biological Resources
☐ 5. Cultural Resources
☐ 6. Energy
☐ 7. Geology/Soils
☐ 8. Greenhouse Gas Emissions
☐ 9. Hazards and Hazardous Materials
☐ 10. Hydrology/Water Quality
☐ 11. Land Use/Planning
☐ 12. Mineral Resources
☐ 13. Noise
☐ 14. Population/Housing
☐ 15. Public Services
☐ 16. Recreation
☐ 17. Transportation
☐ 18. Tribal Cultural Resources
☐ 19. Utilities/Service Systems
☐ 20. Wildfire
☐ 21. Mandatory Findings of Significance

None of the above environmental factors are checked, indicating that no "Potentially Significant Impacts" are anticipated as the mitigation measures identified in the following sections reduce impacts to less than significant.

## 3.2 Lead Agency Determination

On the basis of this initial evaluation:

☐ I find that the Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT (EIR) is required.

☐ I find that the Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An EIR is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Project, nothing further is required.

| | |
|---|---|
| _____ | June 5,2026 |
| Signature | Date |
| John Hitchcock, Planning Manager | City of South Lake Tahoe |
| Name | For |

# 4 Initial Study and Checklist

The following checklist evaluates the potential adverse impacts of the Project in compliance with CEQA. Appendix G of the CEQA Guidelines provides a sample checklist with a series of questions designed to enable the City, as the lead agency, to identify impacts associated with the Project with respect to 21 environmental topics; this IS generally follows this checklist. The information, analysis and conclusions contained in the checklist are the basis for deciding whether an EIR or Negative Declaration is to be prepared. If an EIR is determined to be necessary based on the conclusions of the IS, the checklist is used to focus the EIR on the effects determined to be potentially significant.

Except where a specific threshold has been adopted by a public agency and is specified in the sections below, such as an air quality threshold, Appendix G of the CEQA Guidelines are used as thresholds of significance for the CEQA checklist questions.

Potential environmental impacts are described as follows:

- **Potentially Significant Impact**: An environmental impact that could be significant and for which no feasible mitigation is known. If any potentially significant impacts are identified in this Checklist, an EIR must be prepared.
- **Less than Significant Impact with Mitigation Incorporated**: An environmental impact that requires the implementation of mitigation measures to reduce that impact to a less than significant level.
- **Less than Significant Impact**: An environmental impact may occur; however, the impact would not exceed significance thresholds.
- **No Impact**: No environmental impacts would result from implementation of the Project.

## 4.1 Aesthetics

Aesthetic resources are generally defined as both the natural and built features of the landscape that contribute to the public's experience and appreciation of the environment. Aesthetic impacts may occur depending on the extent to which a project's presence would negatively alter the perceived visual character and quality of the environment.

### 4.1.1 Environmental Setting

#### Site Characteristics

The Project area is approximately 16.5 acres in size and is relatively flat and open with 3 buildings in its northern portion. The 3 wood frame buildings are located adjacent to the existing lagoon and provide 8 commercial spaces and 3 residential units. Several small sheds are also located in the northern portion of the Project area, along with the existing boat lift and boat launch. The other portions of the Project area are primarily maintained as paved and lighted surface parking for TKM visitors with outdoor boat storage and a stormwater retention facility in the southeastern corner of the Project area. A telecommunications tower is located within the Project area, immediately west of the terminus of Venice Drive East. Sparse trees and ornamental vegetation are adjacent to the existing buildings, along the periphery, and within designated landscape areas.

#### View of and From the Project Site

The Project area is bounded by the existing marina lagoon to the north, residential uses further to the west, and open space to the east and south. Land uses surrounding the Project area are primarily recreational, commercial (primarily medical office), and residential in nature to the west and north and recreational (open space and the CTC Cove East Trail and associated property) to the south and east.

Views of the Project area are relatively open from the east due to its natural condition and the relatively flat topography east of the site. More limited views of the Project area are available from the marina lagoon and residential and commercial uses located west of the marina lagoon and Tahoe Keys Boulevard.

#### Scenic Resources

A scenic vista is generally defined as a distant public view along or through an opening or corridor that is recognized and valued for its scenic quality, or a natural or cultural resource that is indigenous to the area. Due to the adjacent development and existing vegetation, long-distance views of the Project area are generally precluded, except from certain viewpoints east of the Project area. The existing open space and CTC Cove East Trail located east of the Project area are not designated as scenic resources, part of a scenic highway corridor, nor as scenic public recreation areas by TRPA or the City (TRPA 1993).

U.S. Highway 50 (US 50), located approximately 0.9 miles southeast of the Project area, is listed as an eligible scenic highway, and State Route (SR) 89, located approximately 1.0 mile southwest of the Project area, is a designated scenic highway (Caltrans 2025). Roadways adjacent to the Project area are not considered scenic (City of South Lake Tahoe 2010).

The Project area is also located approximately 0.3 mile south of Shoreline Unit 1 (TRPA 1993). It is qualified as having low overall scenic quality (TRPA 1993).

#### Light and Glare

The Project area is largely developed with surface parking areas with limited lighting, primarily limited to a few scattered lightposts within parking lots and along Venice Drive East. Additional lighting is provided near the existing buildings for safety/security purposes. The Project area does not contain any features that create substantial glare (i.e., reflective surfaces, metal fixtures). Some minor glare may occur as a result of existing boat storage within the surface storage areas, however the majority of boats stored are covered with non-reflective covers.

### 4.1.2 Regulatory Setting

#### Regional

##### Tahoe Regional Planning Agency Regional Plan and Code of Ordinances

Projects within the Lake Tahoe Basin are subject to the jurisdiction of TRPA, which implements the Regional Plan to achieve and maintain established environmental threshold carrying capacities, including those for scenic quality. The TRPA Code of Ordinances contains enforceable standards related to aesthetics and scenic resources, including Chapters 35 (Design Standards), 37 (Height), and 66 (Scenic Quality). These chapters regulate building design, height, color, lighting, signage, and site development to ensure compatibility with the natural and built environment of the Tahoe region. TRPA also maintains Scenic Quality Threshold Standards for roadway and shoreline travel units, which evaluate scenic conditions to prevent degradation of identified scenic resources.

#### Local

##### City of South Lake Tahoe General Plan

The City General Plan Land Use and Community Design Element establishes policies to guide development, redevelopment, and visual character within the City. The element promotes compact, mixed-use development along major corridors such as US 50, and encourages infill and revitalization of existing urban areas. Policies require use of natural materials and colors, minimization of visual impacts from lighting, signage, and parking, and preservation of scenic views toward Lake Tahoe and surrounding ridgelines. The element also sets standards for building height, density, and land coverage consistent with TRPA requirements and requires that new development complement surrounding land uses and community character.

##### City of South Lake Tahoe Code of Ordinances

The City's Code of Ordinances provides regulatory tools for implementing General Plan policies related to visual quality and community design. Relevant provisions include Chapter 6.10 (Design Review), which establishes procedures for design review of new development to ensure visual compatibility with surrounding uses and the natural environment. Other chapters regulate signage, lighting, and landscaping to maintain the visual character of developed areas and minimize light spillover or glare.

### 4.1.3 CEQA Checklist Summary

Except as provided in Public Resources Code Section 21099, would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Have a substantial adverse effect on a scenic vista? | Less Than Significant Impact |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | Less Than Significant Impact |
| c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality? | Less Than Significant Impact |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | Less Than Significant Impact |

### 4.1.4 Answers to CEQA Checklist Questions

Except as provided in Public Resources Code Section 21099:

#### a) Would the Project have a substantial adverse effect on a scenic vista?

**Less Than Significant Impact**

The Project would represent the redevelopment of an existing developed site with modern uses that would serve the same function as the existing on-site uses. As noted above, views of the Project area are generally not available or unimpeded from the south, west, and north (including from US 50 and SR 89). This is due in large part to existing development (primarily residential with some commercial) in the vicinity, existing vegetation, and some topographic changes between the 2 highway segments and the Project area. In general, the Project would represent a modification of an already developed area. Views of the proposed development would be limited to adjacent areas as described above. As noted above, the existing open space and CTC Cove East Trail located east of the Project area are not designated as scenic resources, part of a scenic highway corridor, nor as scenic public recreation areas by TRPA or the City (TRPA 1993). The Project would modify the visual conditions such that the Project area would enclose outdoor storage of boats and provide on-site structures such that visual conditions would be more uniform and would not be considered a substantial adverse change.

As noted above, the Project would not be visible from either the eligible scenic highway segment of US 50 or the designated scenic highway segment of SR 89 located nearby. The Project area is also located approximately 0.3 miles south from TRPA Shoreline Unit 1.[1] TRPA Shoreline Unit 1 is currently in

[1] TRPA developed a shoreline survey in 1982 for scenic resources, as part of TRPA's broader Environmental Thresholds Study. In total, there are 33 shoreline units, beginning with Shoreline Unit 1 in Tahoe Keys and proceeding clockwise around Lake Tahoe.

attainment based on the threshold standards established in the 1982 Lake Tahoe Basin Scenic Resource Inventory. The Project area is not visible from the shoreline unit, and the proposed redevelopment would not cause the Project to be visible from the shoreline due to the presence of intervening development and vegetation. Therefore, the Project would have a less-than-significant impact on the attainment status of a Scenic Shoreline Unit.

The Project would modify views of and through the Project area from the east (along Venice Drive East and from portions of the Cove East Trail, neither of which are designated as scenic resources or roadways) but only to the extent that such views are available in close proximity to the Project area. These views are already partially obscured by existing vegetation and landscaping. As noted above, the Project would remove existing outdoor storage of boats and provide an enclosed boat storage facility that would provide a more consistent design/aesthetic for the Project area, which varies substantially and based on the number and type of boats currently stored outside. For this reason, and although the Project would partially modify views from the east, the change in visual conditions at the Project area would not be considered a substantial adverse change, as it would provide a consistent design/aesthetic within the Project area. Impacts would be less than significant. No mitigation is required.

### b) Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

#### Less than Significant Impact

As discussed above, the Project area is not located within the viewshed of a state scenic highway or TRPA visual resource. The Project would not be visible from either the eligible scenic highway segment of US 50 or the designated scenic highway segment of SR 89 located nearby. As a result, the Project would not damage any scenic resource within a state scenic highway, including, but not limited to, trees, outcropping, and historic buildings. Additionally, the Project area would not be visible from Shoreline Unit 1, and the existing open space and CTC Cove East Trail located east of the Project area are not designated as scenic resources, part of a scenic highway corridor, nor as scenic public recreation areas by TRPA or the City (TRPA 1993). Therefore, impact to scenic resources as a result of the Project would be less than significant. No mitigation is required.

### c) Would the Project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?

#### Less Than Significant Impact

The Project is located within and adjacent to an urban area with a non-urbanized area located to the east and south. Existing manufactured facilities are in disrepair, do not offer sufficient screening of unsightly storage and repair areas from off-site viewpoints, and lack architectural unity (i.e., consistency of design). The Project area is zoned for commercial and residential development and currently provides a mix of commercial, recreation, public service and resource management uses with some residential

units. As a result, the Project is considered generally consistent with existing zoning and would provide enclosed storage for existing boats at TKM, which would be considered beneficial. Furthermore, Policy LU-8.1 of the City General Plan emphasizes the use of "mountain" architectural theme in all new and remodeled developments, which is considered to be the style of the Project. The Project would also include landscaping with native plants (consistent with Policy LU-8.2) and would provide parking interior to the site and screened by buildings and landscaping (consistent with Policy LU-8.3). For these reasons, the Project would be considered consistent with the City's General Plan regarding visual conditions. The Project would also provide a cohesive design that would more closely resemble existing development within the local area and region.

With respect to other regulations governing scenic quality, building height regulations are considered applicable, including Section 37 of TRPA Code. This section of the TRPA Code establishes requirements related to maximum height limits for new development and circumstances under which additional height may be considered with certain provisions. One of these requirements includes that any development will not exceed a height such that it would be visible from major arterials, scenic turnouts, public recreation areas, and/or the waters of Lake Tahoe from a distance of 300 feet. As noted above, the Project area is not located proximate to nor would it be visible from designated scenic resources (as determined by TRPA) (TRPA 1993). Further, Section 37.7 of the TRPA Code allows for additional height (pending consideration by TRPA) where the building would minimize interference with existing views in the vicinity. As noted above under 4.1.4 a), the Project would not result in a substantial adverse change to available long-distance views in the area and would provide a more consistent visual theme, consistent with City General Plan policies. Nonetheless, the boat storage facility would require consideration by TRPA due to its proposed height of 42 feet, which is the minimum height requirement for 3 levels of boat storage. Consistent with this requirement and the requirements of Section 37 of the TRPA Code, and pending TRPA consideration, the boat storage facility would be located within the western portion of the site, away from the CTC Cove East Trail in order to further minimize changes in views of and through the Project area. As a result, impacts would be less than significant, and no mitigation is required.

### d) Would the Project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

#### Less Than Significant Impact

The Project would involve the redevelopment of the existing TKM with new, modernized buildings, but the site would continue to operate as marina facilities with supporting operations. Due to the proposed development within the southern portion of the site and the expanded surface parking within the southeastern portion of the Project area, additional lighting (beyond existing conditions) would be provided to support safety for visitors to TKM. Light fixtures would be fitted with light-emitting diode (LED) lamps with lighting controls and would be shielded and deliberately located to reduce potential spillover light onto adjacent properties, including adjacent open space areas. No high-mast lighting fixtures (i.e., poles greater than 25 feet tall) would be installed. The maximum height of lighting standards would be consistent with those currently located in the area and along Venice Drive East. The new lighting would be partially obscured for residential uses to the west and north by the existing

commercial development and proposed on-site development. Visible light from the site would also be reduced upon establishment of proposed trees that would line the southern, western, and eastern edges of the site. As a result, although some exterior lighting within the Project area would be visible from adjacent development and open space, this would be considered consistent with existing conditions. The proposed lighting would not represent a substantial increase in lighting because there is currently lighting associated with on-site within the Project area. Existing lighting consists primarily of 12-foot light standards with 2-3 luminaries per standard. Proposed lighting, including within the promenade and publicly accessible areas of the Project area, would be angled down and away from the boundaries of the Project area so as to minimize light spillover and potential night lighting effects, consistent with TRPA requirements. As a result, the potential incremental increase is not anticipated to affect nearby land uses (e.g., residential) that are sensitive to nighttime lighting.

With respect to glare, minimal glare is associated with existing on-site operations, primarily associated with outdoor storage of boats. The proposed development would comply with Section 36.6.1.B. of the TRPA Code of Ordinances (Code) and Section 6.10.120 (City Code), which requires that roofs, including mechanical equipment and skylights, shall be constructed of non-glare finishes and earth tone colors that minimize reflectivity. Thus, compliance with these design standards and requirements would prohibit the use of reflective materials that could cause excessive daytime glare. This impact would be less than significant, and no mitigation is required.

## 4.2 Agricultural and Forestry Resources

### 4.2.1 Environmental Setting

The Project area contains no lands identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as shown on the California Important Farmland Finder (DOC 2022). The Project area contains no land zoned for agricultural use (TRPA 2002) or under a Williamson Act contract (DOC 2025).

While some trees are present within landscaped areas and along the perimeter of the Project area, the Project area would not be considered forest land (as defined in PRC Section 12220[g]), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104[g]).

### 4.2.2 Regulatory Setting

#### State

##### California Department of Conservation Farmland Mapping and Monitoring Program

Important Farmland in California is classified and mapped according to the California Department of Conservation's (DOC) Farmland Mapping and Monitoring Program (FMMP). Authority for the FMMP comes from Government Code Section 65570(b) and Public Resources Code (PRC) Section 612. Government Code Section 65570(b) requires the Department of Conservation to collect or acquire information on the amount of land converted to or from agricultural use for every mapped county and to report this information to the Legislature. PRC Section 612 requires DOC to prepare, update, and maintain Important Farmland Series Maps and other soils and land capability information.

##### The California Land Conservation Act of 1965

The California Land Conservation Act of 1965, or Williamson Act, preserves agricultural and open space lands through property tax incentives and voluntary restrictive use contracts. Private landowners voluntarily restrict their land to agricultural and compatible open-space uses under minimum 10-year rolling term contracts. In return, restricted parcels are assessed for property tax purposes at a rate consistent with their actual use, rather than potential market value.

##### California Public Resources Code

Agricultural and forestry land within California are defined by the PRC as follows:

- Section 21060.1(a) defines "agricultural land" as prime farmland, farmland of statewide importance, or unique farmland, as defined by the United States Department of Agriculture land inventory and monitoring criteria, as modified for California.
- Section 21060.1(b) states the following: In those areas of the state where lands have not been surveyed for the classifications specified in subdivision (a), "agricultural land" means land that meets the requirements of "prime agricultural land" as defined in paragraph (1), (2), (3), or (4) of subdivision (c) of Section 51201 of the Government Code.

- Section 21095 amended the California Environmental Quality Act to provide lead agencies with an optional methodology, the Land Evaluation and Site Assessment (LESA) model, to ensure that significant effects on the environment of agricultural land conversions are quantitatively and consistently considered in the environmental review process. The LESA Model evaluates measures of soil resource quality, a given project's size, water resource availability, surrounding agricultural lands, and surrounding protected resource lands. For a given project, the factors are rated, weighted, and combined, resulting in a single numeric score. The project score becomes the basis for making a determination of a project's potential significance.
- Section 12220(g) defines "forest land" as land that can support 10 percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.
- Section 4526 defines "timberland" as land, other than land owned by the federal government and land designated by the State Board of Forestry and Fire Protection as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products, including Christmas trees. Commercial species shall be determined by the board on a district basis.

### 4.2.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | No Impact |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? | No Impact |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? | No Impact |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | No Impact |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? | No Impact |

### 4.2.4 Answers to CEQA Checklist Questions

**a) Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

**No Impact**

The Project area does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide or Local Importance (Farmland), as shown on the California Important Farmland Finder (DOC 2022). Implementation of the Project does not require conversion of land from the existing land use. Because the Project does not propose converting agricultural land or otherwise contain farmland, no impact would occur as a result of Project implementation, and no mitigation is necessary.

**b) Would the Project conflict with existing zoning for agricultural use, or a Williamson Act contract?**

**No Impact**

The Project area is zoned for primarily commercial uses with the southeastern parcel (APN No. 022-210-041) being zoned for residential use. There are no Williamson Act contracts within the Project area. Therefore, the Project would not conflict with existing zoning or Williamson Act contracts. No impact would occur, and no mitigation is necessary.

**c) Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?**

**No Impact**

As noted above, the Project area is zoned for commercial and residential uses. Further and per the Tahoe Keys Plan Area Statement (TRPA 2002), the Project area is designated for commercial, recreation, public service and resource management uses. The Tahoe Keys Plan Area Statement (2002) defines resource management as a broad category of management actions, including those associated with forestry. However, the highly disturbed nature of the Project area does not meet the definition of forest land as outlined in PRC Section 12220(g) as none of the parcels contains 10% or greater canopy cover. Based on a review of aerial imagery, existing canopy cover is limited to landscape trees along the periphery of the site and is present within less than 1% of the Project area. The Project area is not used for growing and harvesting timber, nor is it capable of producing timber due to its disturbed nature and current use as a marina. Therefore, the Project area does not meet the definition of Timberland Production (as defined by Government Code Section 51104(g)), and Project implementation would have no impact on forest land or timberland. No mitigation is required.

### d) Would the Project result in the loss of forest land or conversion of forest land to non-forest use?

**No Impact**

As discussed in 4.2.3(c), the Project area contains developed land that does not meet the definition of forest land or timberland. Because the Project area does not contain such resources, the Project would not convert forest land to non-forest use. Therefore, the Project would not result in conversion of forest land. No impact would occur, and no mitigation is necessary.

### e) Would the Project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

**No Impact**

The Project area does not contain any lands identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as shown on the California Important Farmland Finder (DOC 2022), and contains no land zoned for agricultural use. As discussed in 4.2.3(c) the Project area contains no forest land. Therefore, the Project would not result in the conversion of farmland to non-agricultural use or forest land to non-forest use. No impact would occur, and no mitigation is necessary.

## 4.3 Air Quality

### 4.3.1 Environmental Setting

The Project area is located at the south end of Lake Tahoe in a semi-urban setting, in the City of South Lake Tahoe, California, and within the Lake Tahoe Air Basin (LTAB). More broadly, the LTAB is comprised of the surface of Lake Tahoe and land up to the surrounding rim of mountain ridges and is located within both El Dorado and Placer counties. The LTAB is over 6,000 feet in elevation, and its meteorology is typified by large amounts of precipitation from Pacific storms that fall mainly as snow. Winter days are typically sunny with mild to cold temperatures, with storms that bring wind, clouds, and snow. In the summer, the LTAB experiences sunny, mild days with an occasional thunderstorm from southern flows of moisture.

With respect to air quality, criteria air pollutants are those pollutants for which the federal and state governments have established ambient air quality standards, or criteria, for outdoor concentrations to protect public health. Criteria air pollutants include ozone ($O_3$), carbon monoxide (CO), nitrogen dioxide ($NO_2$), sulfur dioxide ($SO_2$), respirable particulate matter (particulate matter [PM] with an aerodynamic resistance diameter of 10 micrometers or less) ($PM_{10}$), fine particulate matter (PM with an aerodynamic resistance diameter of 2.5 micrometers or less) ($PM_{2.5}$), and lead. As explained further within Section 4.3.2 (Regulatory Setting), the federal and state standards have been set, with an adequate margin of safety, at levels above which concentrations could be harmful to human health and welfare. These standards are designed to protect the most sensitive people from illness or discomfort. A brief description of key criteria air pollutants in the LTAB and their health effects are provided below.

#### Ozone

Ground-level ozone is not emitted directly into the air but is created by chemical reactions between reactive organic gas (ROG) and oxides of nitrogen ($NO_X$). This happens when pollutants emitted by cars, power plants, industrial boilers, refineries, chemical plants, and other sources chemically react in the presence of sunlight. Ozone at ground level is a harmful air pollutant because of its effects on people and the environment, and it is the main ingredient in smog (EPA 2025).

Acute health effects of ozone exposure include increased respiratory and pulmonary resistance, cough, pain, shortness of breath, and lung inflammation. Chronic health effects include permeability of respiratory epithelia and possibility of permanent lung impairment (EPA 2025). Emissions of the ozone precursors ROG and $NO_X$ have decreased because of more stringent motor vehicle standards and cleaner burning fuels (CARB 2013).

#### Particulate Matter

$PM_{10}$, consisting of small particles that have an aerodynamic diameter of 10 micrometers or less, is emitted directly into the air, and can include fugitive dust, soot, and smoke from mobile and stationary sources, construction operations, fires and natural windblown dust, and PM formed in the atmosphere by reaction of gaseous precursors (CARB 2013). $PM_{2.5}$ includes a subgroup of smaller particles that have an aerodynamic diameter of 2.5 micrometers or less. $PM_{10}$ emissions are generally dominated by emissions from area sources, primarily fugitive dust from vehicle travel on unpaved and paved roads,

construction and demolition, and particles from residential fuel combustion. Direct emissions of $PM_{10}$ and $PM_{2.5}$ are projected to remain relatively constant through 2035. Emissions of $PM_{2.5}$ in the LTAB are dominated by the same sources as emissions of $PM_{10}$ (CARB 2013).

Acute health effects of $PM_{10}$ and $PM_{2.5}$ exposure include breathing and respiratory symptoms, aggravation of existing respiratory and cardiovascular diseases, and premature death. Chronic health effects include alterations to the immune system and carcinogenesis (EPA 2025).

#### Toxic Air Contaminants

According to the *California Almanac of Emissions and Air Quality,* the majority of the estimated health risks from toxic air contaminants (TACs) can be attributed to relatively few compounds, the most important being diesel PM (CARB 2013). Diesel PM differs from other TACs in that it is not a single substance, but rather a complex mixture of hundreds of substances. Although diesel PM is emitted by diesel-fueled internal combustion engines, the composition of the emissions varies depending on engine type, operating conditions, fuel composition, lubricating oil, and whether an emissions control system is being used. Unlike the other TACs, no ambient monitoring data is available for diesel PM because no routine measurement method currently exists. However, CARB has made preliminary concentration estimates based on a PM exposure method. This method uses the CARB emissions inventory's PM10 database, ambient PM10 monitoring data, and the results from several studies to estimate concentrations of diesel PM. In addition to diesel PM, the TACs for which data are available that pose the greatest existing ambient risk in California are benzene, 1,3-butadiene, acetaldehyde, carbon tetrachloride, hexavalent chromium, para-dichlorobenzene, formaldehyde, methylene chloride, and perchloroethylene.

Diesel PM poses the greatest health risk among these 10 TACs mentioned. Based on receptor modeling techniques, CARB estimated the average statewide cancer risk associated with diesel PM concentrations to be 360 excess cancer cases per million people in the year 2020 (CARB 2000). Overall, statewide emissions of diesel PM are forecasted to decline by 71 percent between 2000 and 2035 (CARB 2013).

#### Odors

Odors are generally regarded as an annoyance rather than a health hazard. However, manifestations of a person's reaction to foul odors can range from psychological (e.g., irritation, anger, or anxiety) to physiological (e.g., circulatory and respiratory effects, nausea, vomiting, and headache). The ability to detect odors varies considerably among the population and overall is quite subjective, however, some odors are more likely to cause disturbance than are others. Typical odor sources of concern include wastewater treatment plants, sanitary landfills, composting facilities, recycling facilities, petroleum refineries, chemical manufacturing plants, painting operations, rendering plants, and food packaging plants (Sacramento Metropolitan Air Quality Management District 2016).

### 4.3.2 Regulatory Setting

Air quality within the LTAB is regulated by several agencies including TRPA, the EPA, CARB, and the EDCAQMD. These agencies develop rules, regulations, policies, and/or plans to achieve the goals and directives imposed through legislation. Air quality in the LTAB is considered separate from the western

part of the County by the EDCAQMD because it is a distinct air basin with different emission sources and climate.

### Federal

The EPA is responsible for implementing the federal Clean Air Act (1970), including establishing health-based National Ambient Air Quality Standards (NAAQS) for air pollutants. NAAQS established for criteria pollutants under the Clean Air Act are O3, CO, NO2, SO2, PM10, PM2.5, and lead. The standards set for criteria air pollutants are periodically reviewed and revised as applicable. Depending on measured air quality conditions, air basins (e.g., LTAB) are designated as being either in attainment or in non-attainment for specific criteria air pollutants. An "attainment" designation for an area signifies that pollutant concentrations did not violate the NAAQS and/or CAAQS for that pollutant in that area. A "non-attainment" designation indicates that a pollutant concentration violated the standard at least once, excluding those occasions when a violation was caused by an exceptional event (e.g., wildfire). Currently, the LTAB is either considered to be in attainment or unclassified for all NAAQS.

### State

In California, CARB is responsible for implementing the California Clean Air Act (1988) and has established California Ambient Air Quality Standards (CAAQS), which are to date more restrictive than the NAAQS. In general, the CARB works with local agencies to develop policies, guidance, and regulations related to state and federal ambient air quality standards; coordinates with local agencies on transportation plans and strategies; and provides assistance to local districts and transportation agencies to meet air quality standards established under both the federal and California clean air acts.

Currently, the LTAB is considered to be in attainment or unclassified for all criteria pollutants with the exception of $O_3$ and PM, for which the LTAB is classified as being in non-attainment. The state $PM_{10}$ 24-hour average standard (not to exceed) is 50 micrograms per cubic meter. In 2024, the LTAB experienced average ambient concentrations of 38 micrograms per cubic meter over a 24-hour period (excluding exceptional events), which does not exceed the standard. The California and federal standard for 8-hour $O_3$ concentrations is 0.070 parts per million. The LTAB saw less than 0.1 day exceedance of this standard in 2024 (CARB 2025).

### Regional

#### Tahoe Regional Planning Agency

TRPA has adopted environmental threshold carrying capacities related to air quality for the Tahoe region. Every 4 years, TRPA evaluates the environmental thresholds to determine whether each threshold standard is being achieved and/or maintained. TRPA also makes specific recommendations to address problem areas and directs general planning efforts for the next 4-year period. TRPA threshold standards address CO, $O_3$, regional and subregional visibility, $PM_{10}$, $PM_{2.5}$, and nitrate deposition. Numerical standards have been established for each of these parameters, and management standards have been developed that are intended to assist in attaining the threshold standards. TRPA has classified the LTAB as being in attainment for $PM_{2.5}$ and CO standards, but as being in non-attainment for $PM_{10}$ and $O_3$ standards (TRPA 2018).

TRPA considers impacts to air in its planning and permitting activities to ensure compliance with state and district air quality standards. Because TRPA's authority is granted directly from Congress, TRPA has the authority to adopt air quality and other environmental quality thresholds, and to enforce ordinances designed to achieve those thresholds. The TRPA standards generally conform with the CARB and EPA.

## Local

### El Dorado County Air Quality Management District

The EDCAQMD is the primary agency responsible for air quality regulation in the Project area. As part of that role, the EDCAQMD has prepared the 2002 CEQA Guide to Air Quality Assessment (EDCAQMD 2002). The purpose of the guide is to facilitate the evaluation and review of air quality impacts for projects in El Dorado County that are subject to CEQA. The guide has established construction thresholds for air quality for the priority pollutants shown in Table 1.

***Table 1. El Dorado County Air Quality Thresholds***

| Pollutant | Construction Threshold | Operational Threshold |
|---|---|---|
| ROG | 82 lbs/day | 82 lbs/day |
| NOx | 82 lbs/day | 82 lbs/day |
| $PM_{10}$ | -- | -- |

lbs/day = pounds per day
ROG = reactive organic gases
NOx = nitrogen oxides
PM = particulate matter; number refers to size of PM in microns in diameter or smaller
Source: EDCAQMD 2002, CARB 2016

Although EDCAQMD does not have an adopted quantitative threshold for $PM_{10}$, Chapter 4 (as it relates to construction emissions) and Chapter 6 (as it relates to operational emissions) of the EDCAQMD Guide to Air Quality Assessment (EDCAQMD 2002) provide guidance on determining significance of $PM_{10}$ emissions. In general, EDCAQMD guidance indicates that if ROG and $NO_X$ emissions are not significant then it can be assumed that other components of exhaust emissions, in this case $PM_{10}$, are also not significant. With respect to fugitive dust $PM_{10}$ emissions, EDCAQMD recommends determining significance based on the consistency of the Project with dust control measures in EDCAQMD Rule 223.

### 4.3.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | Less Than Significant Impact |
| b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard? | Less Than Significant Impact |
| c) Expose sensitive receptors to substantial pollutant concentrations? | Less Than Significant Impact |
| d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? | Less Than Significant Impact |

### 4.3.4 Answers to CEQA Checklist Questions

#### a) Would the Project conflict with or obstruct implementation of the applicable air quality plan?

**Less Than Significant Impact**

At the local level, air quality is managed through land use and development planning practices, which are implemented in the region through the general planning process. As noted above, EDCAQMD is responsible for establishing and enforcing local air quality rules and regulations that address the requirements of federal and state air quality laws. EDCAQMD and TRPA are responsible for implementing strategies for air quality improvement and recommending mitigation measures for new growth and development. The EDCAQMD's Guide to Air Quality Assessments, adopted in 2002, provides thresholds of significance for the Project area and guidance for mitigation measures required for each threshold (El Dorado County 2002). Given the modeled air quality emissions output from construction and operation of the Project (as summarized below under 4.3.4.b) and the amount of construction equipment and duration of the Project, the Project would not exceed applicable thresholds. As a result, it would not impede, conflict with, or obstruct implementation of regional air quality planning efforts or continued progress towards attainment for $O_3$ and $PM_{10}$. Therefore, impacts would be less than significant, and no mitigation is required.

#### b) Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?

**Less Than Significant Impact**

As noted above, the LTAB is designated as non-attainment for $O_3$ and $PM_{10}$ with respect to the CAAQS and as unclassified for $O_3$ and $PM_{10}$ with respect to NAAQS. As shown in **Tables 2** and **3** (below), the

Project would result in construction and operational emissions that would not exceed the thresholds of significance adopted by EDCAQMD.

### *Construction*

Construction emissions are described as "short term" or temporary in duration. Construction-related activities would result in Project-generated emissions of ROG, $NO_X$, and $PM_{10}$ from site preparation, grading, heavy off-road equipment, material delivery, worker commute vehicle travel to and from the site, building construction, paving, architectural coating, and other related activities. Emissions of $NO_X$ would be primarily associated with off-road construction equipment exhaust; secondary sources would include on-road trucks for the hauling of materials and equipment, as well as worker vehicles for commuting. Worker commute trips in gasoline-fueled vehicles and the application of architectural coatings would be the principal sources of ROG, with additional ROG coming from off- and on-road construction equipment. Emissions of fugitive $PM_{10}$ dust are associated primarily with ground disturbance activities during site preparation, excavation, and grading and may vary as a function of such soil parameters as silt content, soil moisture, wind speed, and the area of disturbance. Exhaust emissions from diesel equipment and worker commute trips also contribute to short-term increases in $PM_{10}$, but to a much lesser extent than fugitive dust emissions.

Temporary construction-related activities for the Project would include demolition of the existing on-site facilities, site preparation, grading, building construction, paving, and architectural coatings. The emissions from construction activities were calculated by using California Emissions Estimator Model (CalEEMod) Version 2020.4.0 with design information provided by the applicant and CalEEMod defaults where the information was not available. CalEEMod default phasing and duration of construction activities were modified to account for the conceptual phasing of construction, as well as to conservatively assume that interior painting and paving activities may occur concurrently. In addition, the construction controls and associated emissions reductions were incorporated (to the extent feasible) into the air quality modeling for the Project.

The modeling evaluates air quality emissions from construction of new/replacement buildings within the Project area. The construction worker trip numbers and lengths are assumed as CalEEMod defaults. **Table 2** summarizes the estimated construction-related annual ozone precursor and $PM_{10}$ emissions over 24 months of the construction period. Refer to **Appendix A** for detailed modeling assumptions and results. The maximum daily emissions would not exceed the EDCAQMD adopted threshold of significance, therefore Project construction activities would not have a substantial impact on any air quality standard for which the region is in non-attainment. Also, the Project would not have substantial fugitive dust emissions, as Project construction would be conducted in a manner consistent with Rule 223-1 as required by EDCAQMD. Therefore, the impact would be less than significant. No mitigation is required.

*Table 2. Projected Construction Emissions – Pounds Per Day Without Mitigation*

| | ROG | $NO_X$ | $PM_{10}$ |
|---|---|---|---|
| 2027 | <1 | 6 | 30 |
| 2028 | 32 | 4 | 30 |
| 2029 | 32 | 3 | 12 |
| Maximum Daily Emissions | 32 | 6 | 30 |
| EDCAQMD Thresholds | 82 | 82 | -- |
| **Exceed EDCAQMD Thresholds?** | No | No | No |

Notes: See Appendix A for details on model inputs, assumptions, and Project-specific modeling parameters; Construction controls provided in Section 2.5 are reflected in modeling outputs as mitigations but are incorporated into the Project; EDCAQMD = El Dorado County Air Quality Management District; ROG = reactive organic gases; $NO_X$ = oxides of nitrogen; $PM_{10}$ = respirable particulate matter with an aerodynamic diameter of 10 micrometers or less; -- = no adopted threshold.

### *Operation*

Project operation would result in the generation of long-term operational emissions of ROG, $NO_X$, and $PM_{10}$ because of area-wide, energy, and mobile sources. Area-wide sources would include the periodic application of architectural coatings, the generation of ROG from the use of consumer products, and landscaping. Mobile-source emissions of criteria air pollutants and precursors would result from vehicle trips generated by employee commute trips, and visitor trips. As noted above in Section 2.4 (Project Features), the Project is not anticipated to increase boat usage (and associated fuel consumption and emissions). For estimating emissions from mobile sources, the change in vehicle miles traveled (VMT) due to the repurposing of the existing facilities and new construction was used to evaluate emissions related to operations. As stated in Section 4.17 (Transportation), the Project would generate an estimated 218 additional daily VMT. Operational emissions of criteria air pollutants and precursors due to implementation of the Project were calculated using CalEEMod and are based on the proposed land use type and number of trips (**Appendix A**). As shown in **Table 3**, Project's operational emissions would not exceed EDCAQMD's thresholds of significance. Hence the impact would be less than significant. No mitigation is required.

*Table 3. Projected Operational Emissions – Pounds Per Day Without Mitigation*

| | ROG | $NO_X$ | $PM_{10}$ |
|---|---|---|---|
| Area | 5 | <1 | -- |
| Energy | <1 | 2 | <1 |
| Mobile | <1 | <1 | 5 |
| Total Daily Emissions | 6 | 2 | 5 |
| EDCAQMD Thresholds | 82 | 82 | -- |
| **Exceed EDCAQMD Thresholds?** | No | No | No |

Notes: See Appendix A for details on model inputs, assumptions, and Project-specific modeling parameters; EDCAQMD = El Dorado County Air Quality Management District; ROG = reactive organic gases; $NO_X$ = oxides of nitrogen; $PM_{10}$ = respirable particulate matter with an aerodynamic diameter of 10 micrometers or less; -- = no adopted threshold.

### c) Would the Project expose sensitive receptors to substantial pollutant concentrations?

#### Less Than Significant Impact

Construction activities associated with the Project would result in temporary, intermittent emissions of diesel PM from the exhaust of off-road equipment used during site preparation and construction and on-road heavy-duty trucks. On-road diesel-powered haul trucks traveling to and from the construction area to deliver materials and equipment are less of a concern because they do not operate at any 1 location for extended periods of time such that they would expose a single receptor to excessive diesel PM emissions. Based on the construction-related emissions modeling conducted (see **Appendix A**), maximum daily emissions of exhaust $PM_{10}$ would be less than 1 lb/day during construction. A portion of these emissions would be due to haul trucks traveling to and from the Project area and would not occur within the Project area. In addition, all construction activities would occur during daytime hours, which is when many residents located to the north and west would typically not be at home, thus limiting exposure from construction-related emissions to these receptors. As a result, construction-related TAC emissions associated with the Project are not anticipated to expose sensitive receptors to an incremental increase in cancer risk greater than 10 in 1 million or a hazard index greater than 1.0. The low exposure level reflects the (i) relatively low mass of diesel PM emissions that would be generated by construction activity within the Project area; (ii) the relatively short duration of diesel PM-emitting construction activity within the Project area; and (iii) the highly dispersive properties of diesel PM. Further, the Project would not involve the operation of any land uses that would be considered major sources of substantial pollutant concentrations, including diesel PM. As such, the Project would not

generate substantial pollutant concentrations during operation. This impact would be less than significant. No mitigation is required.

### d) Would the Project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

#### Less Than Significant Impact

The Project would produce localized odors during construction activities from the use of heavy-duty diesel equipment, and application of architectural coatings. The use of the equipment would be intermittent and temporary, and it would dissipate rapidly from the source with an increase in distance. In addition, construction activities would not occur in the vicinity of any particular receptor for an extended period. Since the Project's land use does not include any of the above-named odor sources of concern, it would not have any long-term odor impact. Further, EDCAQMD Rule 205-Nuisance prohibits the discharge of quantities of air contaminants or other material that can cause injury, detriment, nuisance, or annoyance to any considerable number of persons. This would protect citizens from odors should they occur. Hence, this impact would be less than significant. No mitigation is required.

## 4.4 Biological Resources

The impact analysis presented in this section is based primarily on the Tahoe Keys Marina Redevelopment Project Biological Resources Assessment (BRA) prepared by NCE for the applicant. The BRA, which is included as **Appendix B**, provides additional data and information related to the evaluation of Project impacts.

### 4.4.1 Environmental Setting

Reconnaissance-level field surveys for the Project were completed on July 17 and 18, 2024; May 19 and 20, 2025; and October 29, 2025. These surveys focused on identifying vegetation types, identifying whether or not critical wildlife habitats are present within the Project area, and developing an inventory of possible wildlife and botanical resources. Within the Project area, the survey identified heavily disturbed conditions resulting from existing marina operations, paved and unpaved access roads, parking areas, and shoreline modification. Vegetation within the Project area is characterized primarily by landscaped and ruderal species, with patches of riparian vegetation occurring along the marina shoreline and adjacent lagoon edges. Big sagebrush shrubland was identified along the berms of the trailer storage area with forbs and ruderal species in the disturbed, undeveloped parcel along Venice Drive East. In terms of aquatic resources, wetland plant species and standing water were present within the regularly maintained stormwater basin, and the marina lagoon was identified as perennial open water (NCE 2025a). A formal wetland delineation of the potential aquatic resources within the Project area was conducted on July 30, 2024, and verified by USACE on September 19, 2025 (NCE 2025b). The 2024 wetland delineation was then supplemented in 2025 to include potential disturbance associated with utility work along Venice Drive East and Tahoe Keys Boulevard (NCE 2025b).

A Biological Study Area (BSA) (i.e., a 1-mile buffer around the Project area) was established for the purposes of database research and background review of the Project. Within the BSA, a search of the CDFW California Natural Diversity Database (CNDDB) was conducted. The query identified 13 special status species, including American goshawk (*Accipiter atricapillus*), bank swallow (*Riparia riparia*), Great Basin rams-horn (*Helisoma newberryi*), Lahontan Lake tui chub (*Siphateles bicolor pectinifer*), Lahontan mountain sucker (*Catostomus lahontan*), Lake Tahoe amphipod (*Stygobromus lacicolus*), Lake Tahoe benthic stonefly (*Capnia lacustra*), Lake Tahoe stygobromid (*Stygobromus tahoensis*), mountain whitefish (*Prosopium williamsoni*), northern leopard frog (*Lithobates pipiens*), Tahoe yellow cress (*Rorippa subumbellata*), western bumble bee (*Bombus occidentalis*), yellow-headed blackbird (*Xanthocephalus xanthocephalus*), that have been historically identified within the BSA. During the reconnaissance-level surveys, a bank swallow and yellow-headed blackbird were observed east of the Project area in the Upper Truckee Marsh. Habitat in the Project area is too heavily disturbed to support the species identified in the CNDDB, but bank swallow and yellow-headed blackbird are present in the BSA and may occur in the Project area as transients while flying or foraging. No nesting habitat for these species is present in the Project area. A TRPA special interest species, osprey (*Pandion haliaetus*), was observed during the reconnaissance-level surveys in the BSA flying over the Upper Truckee Marsh east of the Project area. Osprey nesting habitat is absent in the Project area, and no potential nests were

observed in the vicinity during the reconnaissance-level surveys. There are no osprey nests in the BSA as documented by TRPA (NCE 2025a).

A USFWS Information for Planning and Consultation (IPaC) report and species list was accessed through the IPaC website for the Project on July 3 and November 11, 2024. The IPaC report species list identified the potential for 7 species including: North American wolverine (*Gulo gulo luscus*), Sierra Nevada red fox (*Vulpes vulpes necator*), California spotted owl (*Strix occidentalis occidentalis*), northwestern pond turtle (*Actinemys marmorata*), Sierra Nevada yellow-legged frog (SNYLF) (*Rana sierrae*), Lahontan cutthroat trout (LCT) (*Oncorhynchus henshawi*) and monarch butterfly (*Danaus plexippus*). No critical habitat for these species is present within the BSA or Project area. During the reconnaissance-level field surveys, potential habitats for SNYLF and LCT were identified in the BSA and Project area, but these species were not observed. In addition, suitable habitat for SNYLF is identified in the BSA and Project area per Lake Tahoe Basin Management Unit GIS data (NCE 2025a). No other species identified in the IPaC report, or other federally listed/protected species, were observed during the reconnaissance-level surveys (NCE 2025a).

Two bald eagles, which are protected under the Bald and Golden Eagle Protection Act, were observed within the BSA, and 1 briefly flew over the Project area during the survey on July 18, 2024. There are no bald eagle nest sites in the BSA as documented by TRPA, and potential nest sites in the vicinity were not observed during the reconnaissance-level surveys (NCE 2025a).

A search of the California Native Plant Society rare plant inventory identified 14 California Rare Plant Rank 1 and 2 species with ranges that could overlap with the Project area. Habitat for these species was assessed during the reconnaissance-level surveys and it was determined 6 species are absent/precluded, 7 species are unlikely to occur, and 1 species, Tahoe yellow cress, has potential to occur based on elevation ranges, habitat requirements, and conditions in the Project area. Tahoe yellow cress was determined to have potential to occur considering the presence of lake margin habitat and proximity of CNDDB and Tahoe Yellow Cress Adaptive Management Working Group monitoring occurrences around the Project area. Lake margin habitat conditions in the Project area are developed, heavily disturbed, and/or artificial and provide limited habitat for the species. No Tahoe yellow cress or other special status plant species were observed during the reconnaissance-level surveys (NCE 2025a).

With respect to wetlands and WOUS, the marina lagoon, which borders the Project area to the north and west, would qualify as a jurisdictional feature and water of the U.S. due to its hydrologic connection to Lake Tahoe. The existing stormwater basin and ditch located within the southeast corner of the site is considered non-jurisdictional, both as a water of the U.S. and as a water of the State. This is primarily due to its lack of hydrologic connection to an aquatic resource and because it was built in upland habitat (NCE 2025b).

### 4.4.2 Regulatory Setting

#### Federal

##### Endangered Species Act

The federal Endangered Species Act (ESA) protects plants and wildlife that are listed as endangered or threatened by the USFWS. Section 9 of the ESA prohibits the taking of endangered wildlife, where taking is defined as "harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or attempt to engage in such conduct" (50 Code of Federal Regulations [CFR] 17.3). This statute also governs removing, possessing, maliciously damaging, or destroying any endangered plant on federal land and removing, cutting, digging up, damaging, or destroying any endangered plant on non-federal land in knowing violation of state law.

Under Section 7 of the ESA, federal agencies are required to consult with the USFWS and/or National Oceanic and Atmospheric Administration–National Marine Fisheries Service if their actions, including permit approvals or funding, could adversely affect a federally listed species (including plants) or its critical habitat.

##### Clean Water Act

The USACE Regulatory Branch regulates activities that discharge dredged or fill materials into WOUS, which includes wetlands under Sections 401 and 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act.

Section 401 requires that an applicant proposing to conduct any activity that may result in a discharge to a WOUS must apply for and secure a Water Quality Certification prior to construction activities. The Lahontan RWQCB administers Section 401 Water Quality Certifications in the region.

##### Migratory Bird Treaty Act

The MBTA makes it unlawful at any time, by any means or in any manner, to pursue, hunt, take, capture, or kill migratory birds. The law applies to the removal of nests (such as swallow nests on bridges) occupied by migratory birds during the breeding season. California Fish and Game Code (FGC) Section 3500 also prohibits the destruction of any nest, egg, or nestling.

#### State

##### California Endangered Species Act

Pursuant to the California Endangered Species Act (CESA) and FGC Section 2081, an Incidental Take Permit from CDFW is required for projects that could result in the "take" of a State listed threatened or endangered species. Under the CESA, "take" is defined as an activity that would directly or indirectly kill an individual of a species proposed for listing (called "candidates" by the state). FGC Section 2080 prohibits the taking, possession, purchase, sale, and import or export of endangered, threatened, or candidate species, unless otherwise authorized by permit or in the regulations.

### Porter-Cologne Water Quality Control Act

The Porter-Cologne Act provides the State with very broad authority to regulate "waters of the state" (which are defined as any surface water or groundwater, including saline waters). The State Regional Water Quality Control Board is granted ultimate authority over water quality policy in the state of California. Before allowing discharges that may affect the quality of waters of the state, a Report of Waste Discharge must be filed with the Lahontan RWQCB.

### California Native Plant Protection Act

The Native Plant Protection Act (NPPA) of 1977 (FGC Sections 1900 – 1913) was created to "preserve, protect and enhance rare and endangered plants in this State." The NPPA is administered by CDFW. The Fish and Wildlife Commission has the authority to designate native plants as "endangered" or "rare" and to protect endangered and rare plants from take. CESA provided further protection for rare and endangered plant species, but the NPPA remains part of the FGC.

### California Fish and Wildlife

The CDFW is responsible for protecting and conserving fish and wildlife resources, and the habitats upon which they depend. Section 1602 of the FGC requires that the CDFW review any project that may do 1 or more of the following:

- Divert or obstruct the natural flow of any river, stream, or lake.
- Change the bed, channel, or bank of any river, stream, or lake.
- Use material from any river, stream, or lake.
- Deposit or dispose of material into any river, stream, or lake.

Under the Lake and Streambed Alteration (LSA) Program, entities are required to notify CDFW of proposed impacts through an LSA Notification. If it is determined by CDFW that the activity, as described in an LSA Notification, would substantially alter a river, stream, or lake, and may substantially adversely affect existing fish or wildlife resources, then an LSA Agreement must be prepared. The LSA Agreement includes necessary mitigation measures to protect fish and wildlife resources from significant impacts.

## Regional

### Tahoe Regional Planning Agency Code of Ordinances

The TRPA Code of Ordinances includes requirements for protection and management of "sensitive plants" and "uncommon plant communities" and regulations regarding tree removal (TRPA Code Chapter 61). The TRPA Code of Ordinances also includes protection of wildlife habitat (TRPA Code Chapter 61), and of certain animal species known as "special interest species" (TRPA Code Chapter 62). TRPA-designated special interest species are species that are "locally important because of rarity or other public interest, and threatened, endangered, or rare species as designated under state and federal endangered species acts."

Updated in 2025, the TRPA Regional Plan identifies goals for the region and policies that establish the strategies necessary to achieve those goals. This document integrates the requirements of the Bi-State Compact, the thresholds, related plans and legal requirements, and the public's input. As a result, the

Regional Plan provides coordinated and integrated direction for the TRPA's Code of Ordinances and implementation programs.

TRPA Code regulates the removal of trees under Section 61.1, including requirements for tree protection during construction and standards for soil and vegetation protection during tree removal.

#### Local

Chapter 6.50 of the South Lake Tahoe City Code regulates how and when tree removal is allowable within the City. It establishes that a permit is required to cut down, destroy, remove, or move any tree with a trunk diameter of 6 inches or greater, and that tree removal must also follow TRPA Code requirements.

### 4.4.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? | Less Than Significant Impact with Mitigation Incorporated |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? | Less Than Significant Impact |
| c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | Less Than Significant Impact |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | Less Than Significant Impact |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | Less Than Significant Impact |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | No Impact |

### 4.4.4 Answers to CEQA Checklist Questions

**a) Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

**Less Than Significant Impact with Mitigation Incorporated**

The Project involves redevelopment of the Project area with new, modernized facilities. The existing stormwater basin would be removed and redeveloped as a parking lot, and existing landscaping vegetation (except along the site perimeter) would be replaced. In addition, the Project would include replacement of the existing bulkhead and relocation of the existing boat ramp. As noted above, the majority of the Project area is heavily disturbed and developed with existing structures. As such, it does not provide suitable habitat for special status terrestrial species, even the 13 species that were identified above as having historically occurred within the BSA and Tahoe yellow cress, which was observed northeast of the Project area. As no suitable habitat for special status species is located within the Project area, direct impacts to or modifications to habitat for special status species would not occur as a result of Project implementation.

The portions of the Project area that include the marina lagoon are not considered suitable habitat for special status aquatic species due to the continued presence and movement of watercraft and ongoing maintenance activities within the marina, which would discourage use by special status species. Additionally, the Project area does not present suitable habitat for spawning and/or nursery activities due to the lack of pools near cover and velocity breaks, well-vegetated stream banks, and riffle-run areas with a silt-free rocky substrate. However, the presence of LCT within the marina lagoon cannot be precluded. The Project would require certain in-water construction during replacement of the existing sheet pile bulkhead for approximately 1,600 linear feet and replacement/relocation of the existing boat ramp. In-water work will include the use of turbidity curtains or temporary sheet piles surrounding the specific work areas to control turbidity. Nonetheless, if individuals are present, impacts to LCT could occur as a result of noise, visual, sound pressure, and/or turbidity-related disturbances during in-water work for the Project.

In addition, the existing landscaping (e.g., trees) located throughout and adjacent to the Project area (predominantly to the east and south) may provide potential nesting habitat for migratory birds protected under the MBTA and FGC. If a migratory bird, regardless of its federal or state status, were to nest in trees on or near the site prior to or during Project remediation activities, such activities could result in the abandonment of active nests or direct mortality to these birds. Additionally, although the project area does not present suitable habitat for Tahoe yellow cress, potential establishment within existing landscape areas of the site cannot be precluded. Due to the potential for disturbance of special status birds, Tahoe yellow cress, and LCT during Project construction, impacts would be potentially significant.

*Mitigation Measures*

**BIO-1**: Project activities that could result in nesting migratory bird and raptor take, such as removal of vegetation or man-made structures and conducting activities that may cause excessive noise, vibrations, or otherwise have potential to cause nest abandonment (e.g., piling), will be performed outside the migratory bird and raptor nesting season (typically February 15th through September 15th). September 16th through February 14th is a suitable timeframe for completing such activities that pose a risk to nesting birds and raptors. If these activities are to occur during the nesting season, the Project proponent will require that a qualified biologist conduct a nesting bird and raptor survey no more than 14 days prior to the beginning of those activities within a recommended minimum 500-foot buffer of the Project area. The survey results shall be submitted to CDFW prior to the start of construction activities. If no active nest is found, no further action will be required. If an active nest is found and avoidance is not feasible, construction or other disturbance activity will initially be prohibited within 500 feet of a raptor nest and 250 feet of a non-raptor nest to minimize disturbance until the nest is no longer active. A qualified biologist will monitor the nest during project activities, to determine whether the exclusionary buffer is appropriately sized to minimize impacts to the nest during the start of disturbance activities. The qualified biologist will have the authority to stop work if project activities cause the nesting birds to vocalize, make defensive flights, displace from a brooding position, or fly off the nest. The buffer may be increased or decreased depending on the birds' level of tolerance to the disturbance. The results of the monitoring efforts and the professional judgment of the qualified biologist will be used to determine whether the exclusionary buffer can be modified or if other performance-based modifications are necessary. Other performance-based modifications may include visual or noise screens between the nest and project activities. The exclusionary buffer and/or other performance-based modifications will remain in place until the chicks have fledged or the nest is no longer active, as determined by a qualified biologist.

**BIO-2**: A preconstruction survey for special status plants and wildlife, including Tahoe yellow cress, SNYLF, LCT, and other species identified in the BRA/LSAA, shall be conducted by a qualified biologist no more than 3 days prior to the onset of construction activities. If any special status species (or sign of presence) are identified, the Project proponent shall consult with TRPA, USFWS, and/or CDFW, as appropriate depending on species status, to determine and implement appropriate measures to achieve no net loss of occupied habitat or individuals. Additional measures may include, but are not limited to, preserving and enhancing existing populations, creating offsite populations through seed collection or transplantation, and/or restoring or creating suitable habitat in sufficient quantities to achieve no net loss of occupied habitat and/or individuals. Potential mitigation sites could include suitable locations outside of the Project area but within Cove East/Upper Truckee Marsh.

**BIO-3**: A qualified biologist shall conduct environmental awareness training for all construction personnel. The training shall include basic visual identification of special status species, required preconstruction measures, general measures that are being implemented to conserve the species as they relate to the Project, penalties for non-compliance, and the boundaries of the

Project area and of the permitted disturbance zones. Supporting materials containing training information shall be prepared and distributed. Upon completion of training, all construction personnel shall sign a form stating that they have attended the training and understand the protection measures and consequences of permit/take violations. Proof of this instruction shall be kept on file with the Project proponent. The Project proponent or designated biologist shall provide CDFW with a copy of the training materials and copies of the signed forms indicating that training has been completed. If new construction personnel are added to the site, the crew foreman shall ensure that the personnel receive the mandatory training from the qualified or designated biologist before starting work.

**BIO-4**: To prevent the spread of AIS, any construction equipment and materials that enter or leave the lagoon will be inspected for AIS, and if needed, decontaminated prior to the start of the Project. Decontamination protocol will be implemented in a manner consistent with TRPA's Aquatic Invasive Species Management Program. Equipment and materials will be cleaned, free of dirt, vegetation material, and other debris prior to entering the lagoon. Re-inspection and decontamination of equipment and materials at the end of the Project will also be conducted to avoid spreading AIS from TKM to other locations. As the bulkhead is being removed, visual inspections will be conducted, and any attached plants or invertebrates will be removed and disposed of in a secure manner (e.g., dumpster). Floating plant fragments resulting from the Project work will be collected by hand or skim and disposed of in a secure manner. Bulkhead sections will be placed on pavement to dry for 1 week. If a rain event occurs during this drying time, the drying time will need to be restarted. If temperatures reach below freezing for 6 continuous hours during this drying time, this will count as a sufficient freeze period to kill AIS, and the drying period can be suspended. Any drainage inlets near where materials are placed for drying will be temporarily modified to prevent the flow of AIS contaminated water from flowing back into the lagoon.

**BIO-5**: Biological monitoring by a qualified biologist will be conducted weekly, or at an interval otherwise specified in permits acquired as part of the Project, to perform nest checks, search for bald eagles, and monitor for special status species including LCT, SNYLF, and other special status species with potential to occur. The monitoring is to ensure no take of special status species occurs during Project implementation and to ensure all permit conditions are followed. The biologist will have authority to stop any Project activity that may impact special status species in the Project area. Monitoring reports will be provided to the Project proponent weekly, or as otherwise required by the permits for the Project.

*Significance After Mitigation*

With implementation of Mitigation Measures BIO-1 through BIO-5, potential impacts to special status species would be reduced to a less than significant level because Mitigation Measures BIO-1 and BIO-2 would require schedule considerations or preconstruction surveys to ensure absence of special status species. Further, Mitigation Measure BIO-3 would require that all construction personnel undergo environmental awareness training, which would reduce the potential for unintended impacts on special status species, along with monitoring by a qualified biologist as part of BIO-5. Mitigation Measure BIO-4

would also require inspection and (as needed) decontamination of any equipment in order to prevent the introduction of invasive species.

### b) Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

**Less Than Significant Impact**

As discussed above, the Project area represents heavily disturbed habitat both within the marina lagoon and on land. Riparian habitat and other sensitive natural communities are not present within the Project area, and impacts would be less than significant. No mitigation is necessary.

### c) Would the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

**Less Than Significant Impact**

As noted above, the marina lagoon is considered a jurisdictional wetland feature (i.e., water of the U.S. and state). The Project would involve replacement of the bulkhead surrounding the marina and the existing boat launch, both of which would require in-water work within the jurisdictional feature. Both components of the Project would be in-kind replacements, and the Project is expected to require regulatory permits, pursuant to Clean Water Act Sections 401 and 404 and FGC. As noted in Section 2.6 (Responsible and Trustee Agencies) above and prior to Project implementation, the applicant would obtain an LSAA from CDFW, 404 permit from USACE, and 401 certification from the Lahontan RWQCB. In compliance with the Construction General Permit, a SWPPP would be developed for the Project by a qualified SWPPP professional. The objectives of the SWPPP are to identify pollutant sources that may affect the quality of stormwater associated with construction activity and identify, construct, and implement stormwater pollution prevention measures to reduce pollutants in stormwater discharges during and after construction. Therefore, the SWPPP would include a description of potential pollutants, the management of dredged sediments, and hazardous materials present on the site during construction (including vehicle and equipment fuels). The SWPPP would also include details of how BMPs for sediment and erosion control would be implemented to prevent sediment runoff into the marina lagoon. Prior to the issuance of grading and building permits by the City of South Lake Tahoe, the applicant shall provide evidence that the permits have been obtained from CDFW, USACE, and Lahontan RWQCB. Through compliance with existing regulations (e.g., Clean Water Act, California Fish and Game Code, and SWPPP requirements), the Project would minimize potential impacts to wetland features where possible and compensate for any permanent impacts to jurisdictional features to ensure no net loss of wetland functions or acreage. As a result, impacts would be less than significant. No mitigation is required.

### d) Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

**Less Than Significant Impact**

As described above, LCT have limited potential to occur within the Project area. In addition, habitat quality is low due to the disturbed condition of the marina lagoon and lack of suitable habitat nearby. Further, there are no CNDDB habitat corridors mapped in the area (NCE 2025a). Given the degraded habitat conditions and limited connectivity, the Project does not represent wildlife migratory or nursery habitat. While there is a potential for some nesting activity to occur in the vicinity, the Project area does not present optimal conditions for nesting due to lack of suitable nesting habitat and frequent human activity, and the potential for such species to occur within the Project area after project construction would be similar if not greater than existing conditions (due to the proposed on-site landscaping as part of the Project.) As a result, the Project would not substantially affect wildlife movement or fish passage (NCE 2025a). This impact would be less than significant, and no mitigation is required.

### e) Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

**Less Than Significant Impact**

The Project would comply with the TRPA Code of Ordinances that pertain to the protection of biological resources, including tree removal. As noted above, trees within the Project area are associated with existing landscaping and limited to the periphery of the site. In total, approximately 30 trees within the Project area may be removed during construction. Trees planned for removal would need to be approved by TRPA and the City depending on their size, measured as diameter at breast height. Specific provisions for tree removal in the Tahoe Basin are provided in the following chapters and sections of the TRPA Code (TRPA 2012): Chapter 61, Vegetation and Forest Health, Section 61.1, Tree Removal, Section 61.3.6, Sensitive and Uncommon Plant Protection and Fire Hazard Reduction, and Section 61.4, Revegetation; Chapter 36, Design Standards; Chapter 33, Grading and Construction, Section 33.6, Vegetation Protection During Construction; and Chapter 62, Wildlife Resources. The Project would also comply with TRPA requirements related to vegetation protection controls during construction, including limiting the area of disturbance to within 12 feet of facility construction (including parking) and installation of high visibility fencing (refer to Section 2.5.2 above), and would only remove vegetation necessary for Project implementation. The Project would require the removal of approximately 30 trees; however, per Chapter 61 of the TRPA Code, less than 100 trees removed does not constitute substantial tree removal. As such, preparation of a harvest or tree removal plan would not be required. As the Project would not constitute substantial tree removal, the Project would comply with appropriate provisions regarding tree removal, and would provide additional landscaping with native vegetation, no conflicts with local policies or ordinances protecting biological resources are anticipated. Impacts would be less than significant, and no mitigation is required.

### f) Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

**No Impact**

There are no adopted Habitat Conservation Plans, Natural Community Conservation Plans, or other regional Habitat Conservation Plans applicable to the Project area. Therefore, no conflicts would occur. No impact would occur, and no mitigation is required.

## 4.5 Cultural Resources

### 4.5.1 Environmental Setting

The Project area is located in the City of South Lake Tahoe, El Dorado County, California, within the developed Tahoe Keys subdivision on the southern shore of Lake Tahoe. The Project area lies within a built and previously disturbed environment that contains a mix of marina facilities, paved roads, and associated open space.

In 2025, a cultural resources evaluation was conducted for the Project. This included California Historical Resources Information System records search at the North Central Information Center, a Sacred Lands File Records Search with the Native American Heritage Commission, Native American tribal consultation (see Section 4.18), an intensive pedestrian survey, and recordation of any identified resources. An associated Cultural Resources Inventory Report (CRIR) was prepared to detail results of the screening efforts, establish an area of potential effect (APE) for the Project, and identify prehistoric, ethnohistoric, and/or historic period archaeological resources within or immediately adjacent to the APE (NCE 2025c).

For the purposes of the cultural resources study, NCE defined an APE encompassing approximately 154.9 acres, including an Area of Direct Impacts and an Area of Indirect Impacts. The Area of Direct Impacts consists of approximately 25.5 acres on the eastern side of the marina, encompassing existing upland facilities, boat storage areas, and Venice Drive East between the marina entrance and the intersection with Tahoe Keys Boulevard. The Area of Indirect Impacts encompasses the surrounding areas where visual impacts of the Project may occur, including the Tahoe Keys residential blocks along Tahoe Keys Boulevard and Ala Wai Boulevard to the west, and portions of the Truckee Marsh to the south and east.

The records search conducted at the North Central Information Center identified 2 previously recorded cultural resources within the APE: a historic-age sewage pump station located on Tahoe Keys Boulevard (P-09-006147), and portions of a historic fence line within the Truckee Marsh (P-09-003465). Both resources had been previously evaluated as not individually eligible for the California Register of Historical Resources (CRHR).

NCE conducted a pedestrian survey of the APE on February 25 and March 4, 2025. The survey documented 35 architectural resources and 1 archaeological resource. The architectural resources primarily consist of buildings, structures, and landscape features associated with the mid-twentieth-century Tahoe Keys residential and marina development. Because the majority of these resources share a common period of construction, ownership, or purpose, they were evaluated collectively as potential contributors to a single historic district.

NCE determined none of the individual architectural or archaeological resources is eligible for individual listing in the National Register of Historic Places (NRHP) or the CRHR (NCE 2025c). The resources within the Project area were also evaluated for their potential to contribute to a potential historic district associated with the broader Tahoe Keys development. The CRIR did not assess whether the Tahoe Keys development was eligible but solely focused on whether on-site structures would be considered contributors (NCE 2025c). All on-site structures were determined to not be contributors because of their lack of integrity (NCE 2025c).

### 4.5.2 Regulatory Setting

#### Federal

The National Historic Preservation Act (1966) defined the role and responsibilities of the federal government in historic preservation and established the NRHP. It also directs agencies to identify and manage historic properties under their control, to undertake actions that would advance its provisions and avoid actions contrary to its purposes, to consult with others while carrying out historic preservation activities, and to consider the effects of their actions on historic properties.

#### State

The CRHR is a guide to cultural resources that must be considered when a government agency undertakes a discretionary action subject to CEQA. The CRHR helps government agencies identify and evaluate California's historical resources and indicates which properties are to be protected, to the extent prudent and feasible, from substantial adverse change (PRC § 5024.1(a)). Any resource listed in, or eligible for listing in, the CRHR must be considered during the CEQA process.

#### Regional

##### Tahoe Regional Planning Agency Code of Ordinances

TRPA Code Section 67.3 outlines requirements for the accidental discovery of resources during construction and requirements for protection of known resources.

#### Local

##### City of South Lake Tahoe General Plan

The Natural and Cultural Resources Element of the City General Plan outlines policies for the City to achieve its vision for natural and cultural resource protection. The following policies apply to the Project:

- NCR-4.1: Significant Site Preservation. The City shall preserve sites of historical, cultural and architectural significance within the City, consistent with the Secretary of the Interior Standards for Treatment of Historic Properties.
- NCR-4.2: Historic Landmark Designation. The City shall designate structures or sites having special character or special historic, architectural, or aesthetic interest or value as local historic landmarks. The City shall protect local historic landmarks from demolition and inappropriate alterations, and develop criteria for evaluating the appropriateness for sites or structures to be designated as local historic landmarks, and provide incentives for preservation of local historic landmarks.
- NCR-4.3: Archaeological Investigations. The City shall require archaeological investigations for all applicable discretionary projects, in accordance with CEQA regulations, for areas not previously surveyed and/or that are determined sensitive for cultural resources (e.g., undeveloped parcels near water features). The City shall require the preservation of discovered archaeologically-significant resources (as determined based on TRPA, state, and federal standards by a qualified professional) in place if feasible, or provide mitigation (avoidance,

excavation, documentation, curation, data recovery, or other appropriate measures) prior to further disturbance.

### 4.5.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5? | Less Than Significant Impact |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5? | Less Than Significant Impact |
| c) Disturb any human remains, including those interred outside of dedicated cemeteries? | Less Than Significant Impact |

### 4.5.4 Answers to CEQA Checklist Questions

#### a) Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?

**Less Than Significant Impact**

The Project would involve demolition and redevelopment of existing structures and buildings within TKM (excluding the existing cell tower), as well as replacement of the existing bulkhead. As discussed above, the CRIR for the Project determined that there are no eligible historical resources within the Project area, including the 3 on-site buildings, supporting structures (e.g., boat launch), and the existing bulkhead. While the existing bulkhead is of historic age, it is not a historic structure in and of itself. Further, its replacement would not significantly impact the visual qualities or context of the area (i.e., the broader Tahoe Keys development) as it will be a replacement in kind (NCE 2025c). Therefore, the Project would not result in the removal, alteration, or modification of any historical resources, and impacts would be less than significant. No mitigation is required.

#### b) Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?

**Less Than Significant Impact**

Based on the archival research and site reconnaissance conducted as part of the CRIR, 1 archaeological resource of historic age was recorded within the Area of Indirect Impacts. This resource was determined to not be eligible for listing on either the CRHR or NRHP (NCE 2025c). As a result, impacts to known archaeological resources are not anticipated as a result of Project implementation.

In addition and with respect to previously undiscovered archaeological resources, the majority of the Project area has undergone extensive past disturbance as part of the Tahoe Keys development. The soil underlaying most of the Project area is fill which was placed in its current configuration in the mid-

1960s. Given the previously disturbed conditions and the findings of the CRIR, the potential for encountering intact archaeological materials is considered low (NCE 2025c).

Because there are no identified archaeological resources eligible for listing on either the CRHR or NRHP within the Project area and because the Project would comply with federal, state, TRPA, and City General Plan policies developed to avoid or mitigate impacts to unanticipated cultural resources during construction, the Project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Section 15064.5; therefore, impacts would be less than significant. No mitigation is required.

### c) Would the Project disturb any human remains, including those interred outside of dedicated cemeteries?

#### Less Than Significant Impact

There are no known past cemeteries or burials within the Project area or immediate vicinity. However, because earthmoving activities associated with Project construction would occur, there is potential to encounter buried human remains or unknown cemeteries in areas with little or no previous disturbance. California law recognizes the need to protect Native American human burials, skeletal remains, and items associated with Native American burials from vandalism and inadvertent destruction. The procedures for the treatment of Native American human remains are contained in California Health and Safety Code Section 7050.5 and California PRC Section 5097, which specify required protocol to implement when human remains are discovered. If human remains are discovered, the codes require that work cease within the immediate area and the County Coroner be notified. If the remains are determined to be Native American, the coroner will notify the NAHC, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed including notification of the most likely descendent.

Compliance with California Health and Safety Code Section 7050.5 and California PRC Section 5097 would provide an opportunity to avoid or minimize the disturbance of human remains, and to appropriately treat any remains that are discovered. As a result, the Project would not cause substantial alteration, substantial adverse effect to, or loss of these resources and their associated ethnic and cultural values. Impacts to human remains would be less than significant, and no mitigation is required.

## 4.6 Energy

### 4.6.1 Environmental Setting

California relies on a regional power system comprised of a diverse mix of natural gas, renewable, hydroelectric, and nuclear generation resources. One-third of the energy consumed in California is natural gas. In 2014, approximately 35 percent of natural gas consumed in the State was used to generate electricity. Residential land uses represented approximately 17 percent of California's natural gas consumption with the balance consumed by the industrial, resource extraction, and commercial sectors (U.S. Energy Information Administration 2017). Power plants in California generate approximately 78 percent of the in-state electricity demand, with power plants in the Pacific Northwest and Southwestern U.S. generating the remaining electricity (California Energy Commission 2024). The contribution of in- and out-of-state power plants depends on the precipitation that occurred in the previous year, the corresponding amount of hydroelectric power that is available, and other factors.

California relies on energy conservation, waste reduction practices, sustainable buildings, and innovative land use planning to reduce energy impacts. The means of achieving this goal include:

- Decreasing overall per capita energy consumption.
- Decreasing reliance on natural gas and oil.
- Increasing reliance on renewable energy resources.

Energy within the Project area is currently used by the existing marina facilities including the boat workshop and winch, site irrigation and lighting, employee housing, and various businesses which rent building space. Liberty Utilities provides electrical utilities to the Project area. Gas service is provided by Southwest Gas (City of South Lake Tahoe 2011).

### 4.6.2 Regulatory Setting

#### State

##### California Building Energy Efficiency Standards (Title 24, Part 6)

The energy consumption of new residential and nonresidential buildings in California is regulated by the State's Title 24, Part 6, Building Energy Efficiency Standards (California Energy Code). The California Energy Code was established by CEC in 1978 in response to a legislative mandate to create uniform building codes to reduce California's energy consumption and provide energy efficiency standards for residential and non-residential buildings.

The 2025 California Energy Code was adopted by CEC in September 2024 and applies to projects constructed after January 1, 2026. The 2025 California Energy Code is designed to move the State closer to its zero-net energy goals for new residential development. It does so by requiring all new residences to install enough renewable energy to offset all the electricity needs of each residential unit (California Code of Regulations Title 24, Part 6, Section 150.1(c)4). The California Energy Code is enforced through the local plan check and building permit process. Local government agencies may adopt and enforce additional energy standards for new buildings as reasonably necessary due to local climatologic,

geologic, or topographic conditions, provided that these standards exceed those provided in the California Energy Code.

## Regional

### Tahoe Regional Planning Agency

TRPA has not specifically identified any goals, policies, or Environmental Threshold Carrying Capacities (environmental threshold standards) related to energy consumption. Through its Regional Plan and Code of Ordinances, however, TRPA has defined conformance requirements for area plans relative to energy consumption. In addition, through its Regional Transportation Plan and Sustainability Action Plan, both prepared in partnership with the Tahoe Metropolitan Planning Organization (TMPO), TRPA addresses greenhouse gas (GHG) reduction targets and subsequent reductions in energy consumption for cars and light trucks mandated by SB 375.

## Local

### City of South Lake Tahoe General Plan

Several policies in the City General Plan seek to encourage energy conservation that leads to lowering the carbon footprint of South Lake Tahoe. The following goals and policies would help in improving efficiency use of energy (City of South Lake Tahoe 2011).

- Policy LU-5.3: Commercial Center Enhancement**.** The City shall encourage the upgrade and/or expansion of existing commercial centers, including improvements to parking and landscaping areas; redesigns to accommodate bicycles, pedestrians, and transit facilities; and remodeling to include “green” technology and improve energy efficiency.
- Policy PQP-1.9: Comprehensive “Green” Infrastructure Strategies. The City shall create comprehensive “green” infrastructure strategies to address sustainability objectives in the supply and management of energy, solid waste and materials, water, and wastewater.
- Policy NCR-6.1: Decreasing Reliance on Non-Renewable Energy Sources. The City shall shift away from reliance on non-renewable sources, should emerging research show net environmental benefits in the use of biofuel.
- Policy NCR-6.3: Local, Clean, and Renewable Energy Support. The City shall increase energy efficiency, reduce emissions and support local, clean, and renewable energy sources.
- Policy NCR-6.11: Solar Photovoltaic System Program. The City shall promote voluntary participation in programs to increase the use of solar photovoltaic systems in new and existing residential, commercial, institutional, and public buildings.
- Policy NCR-6.14: EPA Energy Star Certified Appliances. The City shall encourage the use of “EPA Energy Star” certified appliances (e.g., water heaters, swimming pool heaters, cooking equipment, refrigerators, furnaces and boiler units) for new private development and public facilities, where feasible.

### 4.6.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation? | Less Than Significant Impact |
| b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? | No Impact |

### 4.6.4 Answers to CEQA Checklist Questions

#### a) Would the Project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?

**Less Than Significant Impact**

Project construction would require temporary energy use from on-site equipment and vehicle fuel consumption. Energy demand during construction would primarily involve fuel usage for heavy equipment and worker commute vehicles, as well as electricity for minor power tools and site lighting. As discussed in Section 3.6, Project construction would implement construction controls such as requiring the use of renewable diesel and Tier 4F construction equipment, which would serve to reduce the use of fossil fuels and increase energy efficiency of construction vehicles. These energy uses would be short term and typical for a project of this nature. Assuming an average fuel consumption of 10.5 miles per gallon (mpg) of diesel per haul/vendor truck, 27 mpg of gasoline per construction worker vehicle, and taking into account the on-site use of renewable diesel and Tier 4F equipment within the Project area (per the proposed Construction Controls listed in Section 2.6 above), the Project would result in the consumption of approximately 2,400 gallons of gasoline and 5,900 gallons of diesel. This calculation also takes into consideration the average miles per trip provided by CalEEMod (see **Appendix A**). As fuel consumption associated with construction of the Project would be directly attributable to the temporary transport of people and equipment necessary for Project implementation, it would not be considered wasteful or inefficient. The use of renewable diesel would be consistent with City General Plan Policy NCR-6.3.

During operation, the Project would consume energy for lighting, heating, cooling, and water/wastewater systems consistent with other similar facilities in the region. The redeveloped area would be reachable by car and by bicycle, and the Project would include bicycle and kayak storage racks to encourage non-motorized access, which would help minimize vehicle trips, and thereby minimize fossil fuel energy consumption. All new structures would comply with Title 24 California Building Energy Efficiency Standards and the California Green Building Standards Code, ensuring efficient design and operation. Building construction would be generally consistent with the goals and policies related to energy in the City of South Lake Tahoe Natural and Cultural Resources Element (City of South Lake

Tahoe 2011). During operation, on-site uses associated with the Project are anticipated to annually consume approximately 1,509,000 kilowatt-hours of electricity and approximately 5,995,000 kilo British Thermal Units (**Appendix A**). Based on the transportation estimate and taking into account an average fuel efficiency of 27 mpg of gasoline and the Project's net increase of 218 VMT per day, approximately 8 additional gallons of gasoline per day or 2,947 additional gallons of gasoline per year would be used during operation, which would not be considered wasteful, inefficient, or unnecessary. The boat storage capacity of the project (especially during winter) is intended to reduce the need for local/regional marina visitors to use other more distant winter storage facilities for their boats, thereby reducing boat transport-related VMT and increasing fuel efficiency.

Per Appendix F of the State CEQA Guidelines, the means to achieve the goal of conserving energy include decreasing overall per capita energy consumption, decreasing reliance on oil, and increasing reliance on renewable energy sources. The Project would provide modern commercial facilities intended to provide improved marina-related services within Tahoe Keys, consistent with City General Plan Policy LU-5.3 and NCR-6.14. All on-site buildings would also be developed consistent with current building code and efficiency standards. As such, the Project would not develop uses or involve activities that would result in wasteful, inefficient, or unnecessary consumption of energy. This impact would be less than significant, and no mitigation is required.

### b) Would the Project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

#### Less Than Significant Impact

The Project would involve the redevelopment of existing developed parcels, consistent with current California Building Code (CBC) requirements that reflect the sustainability goals for the state, the City, and TRPA. As discussed in Section 2.5 above, the Project would meet Title 24 construction requirements and implement BMPs to reduce fossil fuel use by construction vehicles. The Project would replace current inefficient and obsolete structures with modern, energy-efficient construction, which would be consistent with current state and local sustainability goals. In particular, the Project would reduce the need for the transport of boats to other long-term boat storage facilities. As noted above under Section 4.6.4 a), the Project would also be consistent with City General Plan policies (LU-5.3, NCR-6.3, and NCR-6.14) by providing energy-efficient and modern facilities. In addition, the Project would not hinder the City's ability to provide municipal energy supplies via renewable energy sources. The Project would therefore not conflict with adopted state and local goals and policies for energy efficiency and sustainability. Therefore, there would be no impact. No mitigation is required.

## 4.7 Geology and Soils

### 4.7.1 Environmental Setting

#### Regional Geologic Setting

Lake Tahoe lies within the Sierra Nevada Geomorphic Province, occupying a basin surrounded by peaks of the Sierra Nevada Mountains, with Freel Peak the highest at 10,891 feet. The eastern and western sides of the basin are composed of granite rock, with minor amounts of older metamorphic rock. Volcanic rock, some deposited as recently as 2.5 million years ago, covers most of the northern and some of the southern part of the basin. The Sierra Nevada is a gently sloping fault block mountain range that was uplifted along its eastern edge. This range is bounded on the east and west by a series of interconnected fault segments. The displacement has been greater on the eastern margin, giving the Sierra Nevada a western tilt. South of Lake Tahoe, there is a single crest dividing the gentle western slope from the steep eastern scarp. The crest splits south of the lake, with 1 crest trending northwesterly and the other crest trending northward creating the Carson Range. This range separates the Carson Valley from Lake Tahoe. Lake Tahoe occupies the basin between the 2 uplifted crests. During the past 2 million years, glaciers played an active role in shaping the Sierra Nevada Mountains and Lake Tahoe. Alpine glaciers extended below the current lake level along the west shoreline and Emerald Bay. The basement geology of the Lake Tahoe Basin is divided into 3 categories: granitic, metamorphic, and volcanic (Hyne et al. 1972).

#### Soils

Soils in the area have been mapped by the Department of Agriculture, Natural Resources Conservation Service (NRCS), and were downloaded from the Web Soil Survey (NRCS 2025). NRCS categorized on-site soils as Oxyaquic Xerorthents-Water association, 0 to 5 percent slopes. This soil is described as well-drained outwash derived from granodiorite consisting of very gravelly coarse sand and mucky silt loam (more than 80 inches to a restrictive layer). It has moderately low to moderately high permeability (Reno Tahoe Geo Associates, Inc. 2024).

#### Seismicity and Faulting

There are no active faults within the Project area or the immediate vicinity of the Project area as mapped on the California Geological Survey California Earthquake Hazards Zone Application. The closest mapped fault to the Project area is the West Tahoe Fault located approximately 3 miles west of the Project area. This fault is also a mapped Alquist-Priolo Earthquake Fault Zone with required investigation (California Geological Survey 2024). The Project area does not lie within an Alquist-Priolo Earthquake Fault Zone with required investigation and no unmapped faults were identified within the Project area during a 2024 geotechnical investigation for the Project.

The Project area is located in a seismically active area, and strong ground shaking from relatively powerful earthquakes may occur within the region (moment magnitude of 7). Ground shaking can result in secondary seismic hazards such as liquefaction, seismic settlement, differential compaction, seismically induced slope instability, and rock falls. There are no known ground rupture locations within

or in the general area of the Project. The absence of ground faults passing through the Project area suggests the potential for ground rupture is negligible (Reno Tahoe Geo Associates, Inc. 2024).

### Liquefaction

Liquefaction can occur when wet or saturated cohesionless soils temporarily lose strength due to the buildup of excess water pressure during events such as earthquakes. Soil most susceptible to liquefaction is loose, clean, saturated, uniformly graded sand. As part of a geotechnical report prepared for the Project in 2024 (Reno Tahoe Geo Associates, Inc. 2024), a risk of liquefaction assessment was conducted to determine the extent to which liquefaction hazards are present within the Project area and evaluate the potential for liquefaction settlement and lateral spread.

Liquefaction can cause soil settlement and displacement immediately following a seismic event. During liquefaction, water and sand may be ejected to the surface as sand boils, which can result in localized flooding or minor surface damage unless structural foundations are situated directly above the affected area. In areas with gentle or adjacent slopes, liquefaction may also induce ground oscillation or lateral spreading, leading to horizontal soil movement. These deformations occur when shaking or slope forces cause surface soils to shift over the weakened, liquefied layer beneath, potentially resulting in structural or ground instability. Based on the 2024 geotechnical report, the Project area is underlain by artificial fill, generally made of silty sand material. During borings conducted within the Project area, loose soils (i.e., potentially susceptible to liquefaction) were detected at depths ranging from 3 feet to 15 feet below ground surface (Reno Tahoe Geo Associates, Inc. 2024).

### Landslides and Slope Instability

Landslides and debris flows triggered by earthquake ground shaking have historically caused a great deal of property damage and loss of life. Areas most susceptible to earthquake-induced landslides are generally on steep slopes or adjacent to existing landslide deposits. The Project area ground surface is generally flat with an average slope of less than 1 percent. The possibility of landslides and seismically induced slope instability is considered low due to topography in the vicinity of the Project area and the flat nature of the Project area (Reno Tahoe Geo Associates, Inc. 2024).

### Groundwater

The Project area overlies the Tahoe Valley – Tahoe South (TVS) Groundwater Subbasin (California Department of Water Resources 2018). The subbasin is managed by STPUD. The TVS subbasin is considered a medium priority basin by the California Department of Water Resources and is managed under an Alternate Groundwater Sustainability Plan (STPUD 2025b).

### Paleontological Resources

The Society of Vertebrate Paleontology (SVP) has established guidelines for the identification, assessment, and mitigation of adverse impacts on nonrenewable paleontological resources. Most practicing paleontologists in the United States adhere closely to the SVP's assessment, mitigation, and monitoring requirements as outlined in these guidelines, which were approved through a consensus of professional paleontologists and reflect the currently accepted standard practices. Many federal, state,

county, and city agencies have either formally or informally adopted the SVP's standard guidelines for the mitigation of adverse construction-related impacts on paleontological resources. The SVP has helped define the value of paleontological resources and, in particular, indicates the following:

- Vertebrate fossils and fossiliferous (fossil-containing) deposits are considered significant non-renewable paleontological resources and are afforded protection by federal, state, and local environmental laws and guidelines.
- A paleontological resource is considered to be older than recorded history, or 5,000 years before present, and is not to be confused with an archaeological resource.
- Invertebrate fossils are not significant paleontological resources unless they are present within an assemblage of vertebrate fossils or they provide undiscovered information on the origin and character of a plant species, past climatic conditions, or the age of the rock unit itself.
- A Project paleontologist, special interest group, lead agency, or local government can designate certain plant or invertebrate fossils as significant.

In accordance with these principles, the SVP outlined criteria for screening the paleontological potential of rock units and established assessment and mitigation procedures tailored to such potential (SVP 2010). The Project area contains predominantly fill material (i.e., poorly graded sand with very thin silty-sand layers). Although not discussed in the SVP standards, artificial fills, surface soils, and high-grade metamorphic rocks do not contain paleontological resources. While such materials were originally derived from rocks, they have been altered, weathered, or reworked from construction and operation of the previously existing lumber mill, as well as demolition of the lumber mill, such that the discovery of intact fossils would be rare. Therefore, there is little potential for the Project area to contain fossils or paleontological resources.

### 4.7.2 Regulatory Setting

#### State

##### Alquist-Priolo Earthquake Fault Zoning Act

The Alquist-Priolo Earthquake Fault Zoning Act of 1972 (Public Resources Code [PRC] Section 2621-2630) intends to reduce the risk to life and property from surface fault rupture during earthquakes by regulating construction in active fault corridors, and by prohibiting the location of most types of structures intended for human occupancy across the traces of active faults. The act defines criteria for identifying active faults, giving legal support to terms such as active and inactive, and establishes a process for reviewing building proposals in Earthquake Fault Zones. Under the Alquist-Priolo Act, faults are zoned and construction along or across these zones is strictly regulated if they are "sufficiently active" and "well-defined." A fault is considered sufficiently active if one or more of its segments or strands shows evidence of surface displacement during Holocene time (defined for purposes of the act as within the last 11,000 years). A fault is considered well defined if its trace can be clearly identified by a trained geologist at the ground surface or in the shallow subsurface, using standard professional techniques, criteria, and judgment. Before a project can be permitted in a designated Alquist-Priolo Earthquake Fault Zone, cities and counties must require a geologic investigation to demonstrate that

proposed buildings would not be constructed across active faults. The law addresses only the hazard of surface fault rupture and is not directed toward other earthquake hazards.

#### Seismic Hazards Mapping Act

The intention of the Seismic Hazards Mapping Act of 1990 (PRC Section 2690–2699.6) is to reduce damage resulting from earthquakes. While the Alquist-Priolo Act addresses surface fault rupture, the Seismic Hazards Mapping Act addresses other earthquake-related hazards, including ground shaking, liquefaction, and seismically induced landslides. The act's provisions are similar in concept to those of the Alquist-Priolo Act. The State is charged with identifying and mapping areas at risk of strong ground shaking, liquefaction, landslides, and other corollary hazards, and cities and counties are required to regulate development within mapped Seismic Hazard Zones. Under the Seismic Hazards Mapping Act, permit review is the primary mechanism for local regulation of development.

#### California Building Code

The CBC is based on the International Building Code. The CBC has been modified from the International Building Code for California conditions, with more detailed and/or more stringent regulations. Specific minimum seismic safety and structural design requirements are set forth in Chapter 16 of the CBC. The CBC identifies seismic factors that must be considered in structural design. Chapter 18 of the CBC regulates the excavation of foundations and retaining walls, while Chapter 18A regulates construction on unstable soils, such as expansive soils and areas subject to liquefaction. Appendix J of the CBC regulates grading activities, including drainage and erosion control. The CBC contains a provision that provides for a preliminary soils report to be prepared to identify "…the presence of critically expansive soils or other soil problems which, if not corrected, would lead to structural defects." (CBC Chapter 18, Section 1803.1.1.1).

### Regional

#### Lahontan Regional Water Quality Control Board

The Lahontan RWQCB adopted the NPDES Construction Stormwater General Permit for the Lake Tahoe Basin in March 2016 (Order No. R6T-2016-0010). Projects disturbing more than 1 acre of land during construction must file a Notice of Intent with Lahontan RWQCB to be covered under this permit. Construction activities subject to the Lake Tahoe Construction Stormwater Permit include clearing, grading, stockpiling, and excavation. Dischargers are required to eliminate or reduce non-stormwater discharges to storm sewer systems and other waters. A SWPPP must be developed and implemented for each site covered by the permit. The SWPPP must include BMPs designed to prevent construction pollutants from contacting stormwater and keep products of erosion from moving offsite into receiving waters throughout the construction and life of the project; the BMPs must address source control and, if necessary, pollutant control.

#### Tahoe Regional Planning Agency

TRPA Code implements the Regional Plan Goals and Policies. Chapter 60 of the TRPA Code sets forth requirements for installation of BMPs for the protection or restoration of water quality and attainment

of minimum discharge standards. Projects shall comply with temporary and permanent BMP programs as a condition of project approval.

Chapter 33 of TRPA Code describes the various standards and regulations that protect the environment against significant adverse effects from excavation, filling, and clearing, because of such conditions as exposed soils, unstable earthworks, or groundwater interference.

### 4.7.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Directly or indirectly cause potential substantial adverse effects, including risk of loss, injury, or death involving:<br>i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | Less Than Significant Impact |
| ii. Strong seismic ground shaking? | Less Than Significant Impact |
| iii. Seismic-related ground failure, including liquefaction? | Less Than Significant Impact |
| iv. Landslides? | Less Than Significant Impact |
| b) Result in substantial soil erosion or the loss of topsoil? | Less Than Significant Impact |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | Less Than Significant Impact |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property? | Less Than Significant Impact |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | No Impact |
| f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | No Impact |

### 4.7.4 Answers to CEQA Checklist Questions

**a) Would the Project directly or indirectly cause potential substantial adverse effects, including risk of loss, injury, or death involving:**

**i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

**Less Than Significant Impact**

The Project area is not located within an Alquist-Priolo Earthquake Fault Zone (California Geological Survey 2024). The closest Alquist-Priolo Earthquake Fault Zone is located approximately 3 miles west of the Project area. Therefore, there is no expected adverse effect on people or structures with regard to earthquake rupture as a result of this Project (Reno Tahoe Geo Associates, Inc. 2024). Earthquakes centered on regional faults in the area would likely result in higher ground motion within the Project area than earthquakes centered on smaller faults that are mapped closer to the site. The proposed buildings would be designed in accordance with current seismic design standards included in the 2022 CBC Section 1613 and in accordance with American Society of Civil Engineers (ASCE) standards, specifically ASCE 7-10 Minimum Design Loads for Buildings and Other Structures. As a result, rupture of a known earthquake fault is not anticipated, and this impact would be less than significant. No mitigation is required.

**ii. Strong seismic ground shaking?**

**Less Than Significant Impact**

As indicated above, the Project area could experience seismic shaking due to its proximity to regional fault systems. However, the Project area is not located on a known fault and to avoid substantial adverse effects due to seismic shaking, the proposed buildings would be constructed in accordance with the 2025 CBC Section 1613 and with ASCE standards, specifically ASCE 7-10 Minimum Design Loads for Buildings and Other Structures. Therefore, impacts related to strong seismic shaking would be less than significant. No mitigation is required.

**iii. Seismic-related ground failure, including liquefaction?**

**Less Than Significant Impact**

The potential for soil liquefaction within the Project area was evaluated based on subsurface borings, laboratory testing, and site conditions, as described in the geotechnical survey report. As noted above, the Project area is underlain by granular soils consisting primarily of loose to medium dense sands and silty sands that are generally saturated due to a shallow groundwater table. These soil conditions indicate that portions of the site may be susceptible to liquefaction and associated settlement during a strong seismic event. As a result, there is a potential for lateral spreading and ground oscillation to

occur, particularly in areas adjacent to open water or where surface slopes are present (Reno Tahoe Geo Associates, Inc. 2024).

To address these conditions, the report recommends measures including using deep foundations, ground improvement techniques, or replacement of liquefiable soils with engineered structural fill, as determined appropriate by a California-registered geotechnical engineer. Foundation systems shall be designed to accommodate potential differential settlement and lateral spreading in accordance with CBC and ASCE 7-16 seismic provisions. Implementation of these design recommendations would ensure the Project's compliance with applicable geotechnical safety standards. Because the recommendations provided in the geotechnical report for the Project would be incorporated into site design, this impact would be less than significant, and no mitigation is required.

#### iv. Landslides?

**Less Than Significant Impact**

Due to the limited slope of the Project area and surrounding lakeside topography, the Project area is not at risk for landslides. Furthermore, the closest identified fault zones are approximately 3 miles west of the site and do not trend towards the site (Reno Tahoe Geo Associates, Inc. 2024), further limiting the risk of landslide. As a result, the Project would not expose individuals to risk of loss, injury, or death due to landslides. This impact would be less than significant, and no mitigation is required.

### b) Would the Project result in substantial soil erosion or the loss of topsoil?

**Less Than Significant Impact**

As noted above, the Project area is located on previously developed and graded parcels, underlain by artificial fill. The majority of the Project area is also currently paved. With redevelopment of the Project area, the existing development and paved areas would be replaced with similarly paved/developed surfaces. During construction, soils would be exposed to the elements, which could result in runoff and soil erosion. However, as noted above in Section 2.5 (Construction Controls) and in accordance with NPDES requirements and the Lahontan RWQCB Construction General Permit (Order No. R6T-2016-0010), the Project would be required to obtain a SWPPP, which would include BMPs (e.g., erosion control, site stabilization, etc.) to prevent construction-related silt or debris from affecting areas outside the site boundary. Compliance with various erosion and sediment-control measures (e.g., management, structural, and vegetative controls) is required as part of the SWPPP. After construction is completed, temporarily disturbed areas would be stabilized and revegetated in accordance with TRPA Code Section 61.4. Implementation of the required BMPs and compliance with General Permit Order No. R6T-2016-0010 would reduce the potential for soil erosion and loss of topsoil to a less-than-significant level. No mitigation is required.

### c) Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

**Less Than Significant Impact**

The geotechnical investigation identified that subsurface materials within the Project area consist primarily of loose to medium dense sands and silty sands underlain by denser granular soils. The groundwater table is relatively shallow and, in combination with these soil types, indicates a potential for localized liquefaction and associated lateral spreading under strong seismic shaking (Reno Tahoe Geo Associates, Inc. 2024). As discussed in Section 4.7.3(a)(iii), these conditions could result in limited settlement or lateral movement. The geotechnical report prepared for the Project area recommends ground improvement techniques and foundation design measures, including deep foundations or replacement of liquefiable soils with engineered fill, which would be implemented as part of the Project design and in accordance with CBC requirements. No evidence of unstable slopes or conditions prone to collapse was identified, and the flat topography of the site precludes landslide potential. With implementation of the design and construction recommendations from the geotechnical report and compliance with CBC seismic standards as part of the Project, the potential for instability or related ground failure is considered minimal, and impacts would be less than significant. No mitigation is required.

### d) Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

#### Less Than Significant Impact

As noted above, soils within the Project area consist primarily of non-plastic to low-plasticity sands and silty sands with minimal clay content (Reno Tahoe Geo Associates, Inc. 2024). These soil types exhibit low expansion potential and are not considered expansive under the Uniform Building Code (1994) criteria. The geotechnical report prepared for the Project did not identify expansive soils within the Project area, and no evidence of shrink-swell behavior or high plasticity clays was observed in the borings. Additionally, all Project structures would be designed and constructed in accordance with the CBC, which requires site-specific design measures to address soil conditions and mitigate any differential movement. Therefore, the Project would not expose people or structures to substantial risks from expansive soils, and impacts would be less than significant. No mitigation is required.

### e) Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

#### No Impact

The Project does not propose the use of septic tanks and would not require use of alternative wastewater disposal services, including for boat pump out purposes. The Project area is served by an 8-inch width cast-in-place sewage pipe, connected to STPUD, with adequate capacity to serve the Project. Therefore, the Project would have no impact related to septic tanks or alternative wastewater systems, nor require the expansion of existing or installation of new alternative wastewater systems. No impact would occur, and no mitigation is required.

### f) Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

**No Impact**

The Project area is located on previously developed parcels, generally consisting of highly disturbed imported soil (i.e., artificial fill.) No unique paleontological resource or site or unique geologic features are present within the Project area, and no construction is planned within a geological formation known to contain paleontological resources. Therefore, there would be no impact on paleontological resources or unique geologic features. No mitigation is required.

## 4.8 Greenhouse Gas Emissions

Certain gases in the earth's atmosphere, classified as GHGs, play a critical role in determining the earth's surface temperature. These include carbon dioxide ($CO_2$), methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. Solar radiation enters the earth's atmosphere from space. A portion of the radiation is absorbed by the earth's surface, and a smaller portion of this radiation is reflected toward space. This absorbed radiation is then emitted from the earth as low-frequency infrared radiation, which is then absorbed by GHGs. As a result, radiation that otherwise would have escaped back into space is trapped, resulting in a warming of the atmosphere. This phenomenon, known as the greenhouse effect, is responsible for maintaining a habitable climate on earth.

Measured increases in ambient GHG emission levels are believed to be a result of increased human activities and at least partly responsible for intensifying the greenhouse effect and leading to a trend of unnatural warming of the earth's climate, known as global climate change or global warming. It is "extremely likely" that more than half of the observed increase in global average surface temperature from 1951 to 2010 was caused by the anthropogenic increase in GHG concentrations and other anthropogenic forcing (IPCC 2014). Greenhouse gases differ by the amount of heat each traps in the atmosphere, known as global warming potential. Carbon dioxide is the most significant greenhouse gas, so amounts of other gases are expressed relative to carbon dioxide, using a metric called "carbon dioxide equivalent" ($CO_2e$). The global warming potential of carbon dioxide is assigned a value of 1, and the warming potential of other gases is assessed as multiples of carbon dioxide. Generally, estimates of all greenhouse gases are summed to obtain total emissions for a project or a given time period, usually expressed in metric tons of $CO_2e$ ($MTCO_2e$).

GHGs are global pollutants, unlike criteria air pollutants and toxic air contaminants, which are pollutants of regional and local concern. The quantity of GHGs that ultimately results in climate change is not precisely known, but no single project alone would measurably contribute to an incremental change in the global average temperature, or to global, local, or microclimates. From the standpoint of CEQA, GHG impacts to global climate change are inherently cumulative.

### 4.8.1 Environmental Setting

The Project area is located in the City of South Lake Tahoe in El Dorado County. The primary sources of GHG within the City are natural gas used for heating, fossil fuel consumption from the transportation sector, and grid electricity, representing approximately 82 percent of citywide GHG emissions. Other sources of GHG emissions include solid waste (approximately 7 percent), and water and wastewater (approximately 2 percent) (City of South Lake Tahoe 2020).

### 4.8.2 Regulatory Setting

#### State

The State of California has taken several legislative steps including Assembly Bills (AB) and Executive Orders to reduce increases in GHG emissions. CARB is the lead agency in the development of reduction

strategies for greenhouse gases in California (CARB 2021). California's GHG reduction requirements aim to reduce VMT, thereby improving air quality by reducing GHG emissions from automobiles.

## Regional

### Tahoe Regional Planning Agency Regional Transportation Plan

GHG planning guidance for the Lake Tahoe Basin is outlined in the TRPA 2025 Regional Transportation Plan, which anticipates reducing GHG emissions by focusing on aligning with state GHG goals. Strategies in the 2025 Regional Transportation Plan include technology improvements and non-vehicle mobility improvements (TRPA 2025a).

## Local

### El Dorado County Air Quality Management District

At this time, El Dorado County has not adopted any quantitative federal or state guidelines for GHG emission impacts. However, the EDCAQMD was part of a committee of air districts in the Sacramento region involved in the development of GHG thresholds for the Sacramento Area Council of Governments region. The goal of the thresholds is to capture at least 90 percent of GHG emissions from new stationary sources and land development projects. The nearby Placer County Air Pollution Control District (PCAPCD), which also participated in the aforementioned committee and is responsible for air quality along Lake Tahoe's northern and western shores, has developed thresholds of significance for analyzing climate change impacts in consideration of this strategy. PCAPCD has adopted 10,000 and 1,100 metric tons of carbon dioxide equivalent (MTCO2e) bright-line thresholds of significance for analyzing construction and operational emissions, respectively. In lieu of adopted thresholds of significance governed by EDCAQMD and TRPA and because of PCAPCD's shared responsibility with EDCAQMD for air quality within the Lake Tahoe Basin, these thresholds of significance were considered appropriate and applied to the Project. Additionally, PCAPCD thresholds have been and continue to be used within the broader Lake Tahoe Basin and by the City of South Lake Tahoe.

### City of South Lake Tahoe Climate Action Plan

In 2017, the City passed Resolution 2017-26, Establishing Renewable Energy and Carbon Emissions Reduction Goals. These goals include achieving 50 percent of municipal energy sources from renewable energy by 2025, 100 percent of municipal energy sources from renewable energy by 2032, and 100 percent of community energy sources from renewable electricity by 2032. The resolution additionally outlines the emissions reduction targets of a 50 percent reduction in community-wide emissions by 2030 and an 80 percent reduction in community-wide emissions by 2040.

After establishing these reduction targets, the City completed a community-wide GHG emissions inventory to identify the emissions-generating sources in the community. This inventory was used as the foundation for developing the City's first Climate Action Plan, and City Council adopted it on October 20, 2020. It serves as a long-term plan to reduce GHG emissions from community activities and prepare for the impacts of climate change. Per Resolution 2022-088 (as adopted by the City on June 21, 2022), the City has established goals of 59.2 percent reduction in community GHG emissions by 2030 and community-wide zero net carbon by 2045 or before.

### City of South Lake Tahoe General Plan

The City of South Lake Tahoe General Plan includes several policies related to GHG emissions reductions, including:

- Policy LU-5.3: Commercial Center Enhancement**.** The City shall encourage the upgrade and/or expansion of existing commercial centers, including improvements to parking and landscaping areas; redesigns to accommodate bicycles, pedestrians, and transit facilities; and remodeling to include "green" technology and improve energy efficiency.
- Policy NCR-5.12: Greenhouse Gas Emission Reductions Support. The City shall support local, TRPA, and statewide efforts to reduce emission of greenhouse gases linked to climate change.
- Policy NCR-5.13: Citywide Greenhouse Gas Emission Inventory. The City shall develop a citywide greenhouse gas emission inventory and establish regular time frames for updating the inventory.
- Policy NCR-5.14: Greenhouse Gas Emission Reduction Target. The City shall establish a greenhouse gas emission reduction target consistent with AB 32 and SB 375 reduction efforts.
- Policy NCR-5.15: Carbon Emission Analysis and Mitigation. The City shall analyze and mitigate significant increases in carbon emissions during project review pursuant to the California Environmental Quality Act.
- Policy NCR-6.1: Decreasing Reliance on Non-Renewable Energy Sources. The City shall shift away from reliance on non-renewable sources, should emerging research show net environmental benefits in the use of biofuel.
- Policy NCR-6.2: Greenhouse Gas Emission Reduction Strategy. The City shall develop a comprehensive strategy to reduce GHG emissions and climate impacts.
- Policy NCR-6.3: Local, Clean, and Renewable Energy Support. The City shall increase energy efficiency, reduce emissions and support local, clean, and renewable energy sources.
- Policy NCR-6.11: Solar Photovoltaic System Program. The City shall promote voluntary participation in programs to increase the use of solar photovoltaic systems in new and existing residential, commercial, institutional, and public buildings.
- Policy NCR-6.14: EPA Energy Star Certified Appliances. The City shall encourage the use of "EPA Energy Star" certified appliances (e.g., water heaters, swimming pool heaters, cooking equipment, refrigerators, furnaces and boiler units) for new private development and public facilities, where feasible.
- Policy NCR-6.20: Protection from Climate Change. The City shall develop strategies to protect the City from the impacts of climate change, such as reduced snowpack, lower lake levels, and natural disasters.
- Policy PQP-1.9: Comprehensive "Green" Infrastructure Strategies. The City shall create comprehensive "green" infrastructure strategies to address sustainability objectives in the supply and management of energy, solid waste and materials, water, and wastewater.

### 4.8.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | Less Than Significant Impact |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | Less Than Significant Impact |

### 4.8.4 Answers to CEQA Checklist Questions

#### a) Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

**Less Than Significant Impact**

The Project would result in GHG emissions due to its construction and operational activities. As noted above, EDCAQMD has accepted and the City (as lead agency under CEQA) has historically used PCAPCD's thresholds of significance for evaluating the construction- and operations-related GHG emissions. These thresholds are consistent with the GHG goals established by SB 32.

***Construction***

Temporary construction-related activities associated with the Project would include demolition, site preparation, grading, building construction, paving, and architectural coatings. The GHG emissions from construction activities were calculated by using CalEEMod Version 2020.4.0 with design information provided by the City of South Lake Tahoe and CalEEMod defaults where the information was not available. The construction worker trip numbers and lengths were estimated based on CalEEMod default values. **Table 4** summarizes the estimated construction-related annual GHG emissions over the 24-month construction period. Refer to **Appendix A** for detailed modeling assumptions and results.

*Table 4. Projected GHG Emissions During Construction – Metric Tons per Year Without Mitigation*

| Year | GHG Emissions (MTCO2e/year) |
|---|---|
| 2027 | 388 |
| 2028 | 353 |
| 2029 | 49 |
| Maximum Emissions | 388 |
| PCAPCD Thresholds | 10,000 |
| **Exceed PCAPCD Thresholds?** | No |

Notes: See Appendix A for details on model inputs, assumptions, and Project-specific modeling parameters; Construction controls provided in Section 2.5 are reflected in modeling outputs as mitigations but are incorporated into the Project; GHG = greenhouse gas; PCAPCD = Placer County Air Pollution Control District.

As shown in Table 4, maximum annual GHG emissions during construction would reach 388 MTCO2e/year, which would be well below the applicable emissions thresholds of 10,000 MTCO2e/year.

The Project would also result in GHG emissions from operational activities associated with the new on-site development. Operations would result in mobile-source GHG emissions associated with vehicle trips to and from the Project (i.e., Project-generated VMT); area-source emissions from the operation of landscape maintenance equipment; water-source emissions from water use and the conveyance and treatment of wastewater; and waste source emissions from the transport and disposal of solid waste. As stated in Section 4.17 (Transportation), the Project would generate an estimated 218 additional daily VMT. Table 5 provides a summary of operational emissions estimated for the Project. Refer to **Appendix A** for a detailed description of all calculations, model runs, and assumptions used to support the modeling. As shown in **Table 5**, annual GHG emissions would reach 946 MTCO2e/year, which would be below the applicable emissions threshold of 1,100 MTCO2e/year. Since operation and construction of the Project would result in annual GHG emissions below the applicable thresholds, the impact would be less than significant. No mitigation is required.

*Table 5. Projected GHG Emissions During Operation – Metric Tons per Year Without Mitigation*

| Sector | GHG Emissions (MTCO2e/year) |
|---|---|
| Mobile | 34 |
| Area | 3 |
| Energy | 634 |
| Waste | 17 |
| Water | 258 |
| Total Annual Emissions | 946 |
| PCAPCD Thresholds | 1,100 |
| **Exceed PCAPCD Thresholds?** | No |

Notes: See Appendix A for details on model inputs, assumptions, and Project-specific modeling parameters; Construction controls provided in Section 2.5 are reflected in modeling outputs as mitigations but are incorporated into the Project; GHG = greenhouse gas; PCAPCD = Placer County Air Pollution Control District.

### b) Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

#### Less Than Significant Impact

As described above, the construction and operational GHG emissions of the Project would not exceed thresholds of significance recommended by EDCAQMD. Because PCAPCD's operational threshold of significance is based on the State's SB 32 2030 goal, the Project, by virtue of not exceeding that threshold, would not interfere with State's GHG reduction goals. Further, the buildings proposed for development as part of the Project would be designed to current building code requirements and would therefore be more energy efficient than the existing buildings on site. Further, the Project would create a more efficient Tahoe Keys Marina that would reduce VMT associated with boat storage activities (see Section 4.6 [Energy] above) and would not generate substantial VMT as a whole, consistent with the City's General Plan (esp. Policy LU-5.3) and CAP Strategy 1 to reduce transportation-related GHG emissions. Further, the Project would provide on-site residences for employees, similar to existing conditions, but would also serve to reduce VMT associated with employee commutes, consistent with the City's CAP Strategy 4 to reduce or redistribute travel by working with local business. It would also provide higher intensity development that could provide additional services within Tahoe Keys for local residents who could walk or bike to the Project area, consistent with CAP Strategy 7 to encourage high-

density, mixed-use neighborhoods. The Project would also provide greater energy efficiency than existing on-site development, consistent with CAP Strategies 9 and 11 to improve energy efficiency. Based on the Project's aforementioned consistency with CAP Strategies, the Project would be consistent with the City of South Lake Tahoe Climate Action Plan and would further the City's path towards achieving its GHG reduction goals (including those established by Resolution 2022-088.) As a result, the Project would be consistent with state and regional goals to reduce GHG emissions. Impacts would be less than significant, and no mitigation is required.

## 4.9 Hazards and Hazardous Materials

### 4.9.1 Environmental Setting

The Project area consists of the marina's landside improvements and operations, the marina bulkhead, boat launch ramp, and boat lift, and City ROW on Venice Drive East and Michael Drive. The Project area contains 3 buildings, a boat launch ramp, boat lift, parking lots, exterior boat storage, sparse landscape/ruderal vegetation, and roadway. The upland areas of the Project area are separated from the lagoon by a sheet pile bulkhead.

Hazardous materials that are stored within the Project area include gasoline and commercial cleaners used to maintain the existing buildings. Gasoline is stored in a 12,000-gallon aboveground storage tank and other fuel-storage-related facilities within the northeastern portion of the Project area. An asbestos, lead, polychlorinated biphenyls (PCBs), and universal waste survey was conducted in 2025 and identified the presence of asbestos and lead within 2 of the on-site buildings. Universal waste (primarily fluorescent lighting tubes) was also identified (Forensic Analytical Consulting Services, Inc. 2025).

In 2021, a Phase I Environmental Site Assessment (ESA) was prepared for the Project area and identified the following conditions on-site (Bureau Veritas 2021):

- A rusted pad-mounted transformer was identified in the northeastern portion of the Project area near the boat ramp.
- Approximately 45 to 50 drums and containers of unknown contents were observed in Building 1.
- One 500-gallon waste oil underground storage tank and one 11,000-gallon diesel underground storage tank were removed from the area between Buildings 2 and 3 in 1997 and impacts to the subsurface were discovered during this time. Soil and groundwater were investigated, and groundwater was remediated and monitored with oversite by the Lahontan RWQCB (RWQCB UST case no. 6T0267A). The RWQCB issued a No Further Action Required determination on May 19, 2020. Bureau Veritas concluded that no further action was warranted related to the USTs at the time of the Phase I ESA, but in the event of future redevelopment, impacted soil or groundwater encountered should be managed and properly disposed of in accordance with applicable regulatory requirements.
- Based on the dates of construction of the Site buildings, asbestos- and lead-containing materials may be present.

No evidence of recognized environmental conditions or controlled recognized environmental conditions were identified within the Project area (Bureau Veritas 2021).

Subsequent to the Phase I ESA, in 2025 NCE conducted a site visit and additional research to identify and confirm, to the extent feasible, the potential for recognized environmental conditions resulting from the improper use, manufacture, storage, and/or disposal of hazardous or toxic substances at or in the vicinity of the Project area that may be encountered during construction. A search of the GeoTracker and EnviroStor websites was conducted to determine the history of documented contamination within the Project area. These searches also identified RWQCB UST case no. 6T0267A, as documented in the Phase I ESA and summarized above. The pad-mounted transformer discussed in the 2021 Phase I ESA is

still present in the northeastern portion of the Project area. However, no drums and no other containers of unknown liquids were observed during the visit to the Project area.

### Schools

There are no schools located within 0.25 miles of the Project area. The nearest school, Tahoe Valley Elementary School, is located 0.6 miles south of the Project area, adjacent to Lake Tahoe Boulevard.

### Airports

The Lake Tahoe Airport is located approximately 1.6 miles southwest of the Project area, east of the portion of US 50 also known as Emerald Bay Road. No private airstrips are observed in proximity to the Project area.

### Emergency Response and Evacuation Plans

The City adopted the Local Hazard Mitigation Plan in 2022 (City of South Lake Tahoe 2022a). It was prepared in collaboration with the El Dorado County Sheriff, Governor's Office Emergency Services, and other agencies and stakeholders. The City identifies both SR 89 and US 50 as primary evacuation routes serving the Project area.

### Wildland Fire Hazards

The Tahoe region is at a high risk of wildfire spread because of the climate, steep topography, and high level of available fuel. Fire Hazard Severity Zones (FHSZs) are mapped by the California Department of Forestry and Fire Protection (CAL FIRE) for the entire state. FHSZs are based on an evaluation of fuels, fire history, terrain, housing density, and occurrence of severe fire weather and are intended to identify areas where urban fires could result in catastrophic losses. FHSZs are categorized as: Moderate, High, and Very High. Due in part to its proximity and connection to the marina lagoon, the Project area is located within a mix of locally-designated Moderate, High, and Very High FHSZs, trending higher in terms of risk from west to east (CAL FIRE 2025).

## 4.9.2 Environmental Setting

### Federal

#### Management of Hazardous Materials

Various federal laws address the proper handling, use, storage, and disposal of hazardous materials, as well as requiring measures to prevent or mitigate injury to health or the environment if such materials are accidentally released. The EPA is the agency primarily responsible for enforcement and implementation of federal laws and regulations pertaining to hazardous materials. Applicable federal regulations pertaining to hazardous materials are primarily contained in Code of Federal Regulations (CFR) Titles 29, 40, and 49. Hazardous materials, as defined in the Code, are listed in 49 CFR 172.101. Management of hazardous materials is governed by the following laws:

- The Toxic Substances Control Act of 1976 (15 US Code [USC] Section 2601 et seq.) regulates the manufacturing, inventory, and disposition of industrial chemicals, including hazardous materials.

Section 403 of the Toxic Substances Control Act establishes standards for lead-based paint (LBP) hazards in paint, dust, and soil.

- The Resource Conservation and Recovery Act of 1976 (42 USC 6901 et seq.) is the law under which EPA regulates hazardous waste from the time the waste is generated until its final disposal ("cradle to grave").
- The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (also called the Superfund Act or CERCLA) (42 USC 9601 et seq.) gives EPA authority to seek out parties responsible for releases of hazardous substances and ensure their cooperation in site remediation.
- The Superfund Amendments and Reauthorization Act of 1986 (Public Law 99-499; USC Title 42, Chapter 116), also known as SARA Title III or the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), imposes hazardous materials planning requirements to help protect local communities in the event of accidental release.
- The Spill Prevention, Control, and Countermeasure (SPCC) rule includes requirements for oil spill prevention, preparedness, and response to prevent oil discharges to navigable waters and adjoining shorelines. The rule requires specific facilities to prepare, amend, and implement SPCC plans. The SPCC rule is part of the Oil Pollution Prevention regulation, which also includes the Facility Response Plan rule.

#### Transport of Hazardous Materials

The US Department of Transportation (DOT) regulates transport of hazardous materials between states and is responsible for protecting the public from dangers associated with such transport. The federal hazardous materials transportation law, 49 USC 5101 et seq. (formerly the Hazardous Materials Transportation Act 49 USC 1801 et seq.) is the basic statute regulating transport of hazardous materials in the United States. Hazardous materials transport regulations are enforced by the Federal Highway Administration, the US Coast Guard, the Federal Railroad Administration, and the Federal Aviation Administration.

### State

#### Management of Hazardous Materials

In California, both federal and state community right-to-know laws are coordinated through the Governor's Office of Emergency Services. The federal law, SARA Title III or EPCRA, described above, encourages and supports emergency planning efforts at the state and local levels and to provide local governments and the public with information about potential chemical hazards in their communities. Because of the community right-to-know laws, information is collected from facilities that handle (e.g., produce, use, store) hazardous materials above certain quantities. The provisions of EPCRA apply to four major categories:

- emergency planning,
- emergency release notification,
- reporting of hazardous chemical storage, and

- inventory of toxic chemical releases.

The corresponding state law is Chapter 6.95 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory). Under this law, qualifying businesses are required to prepare a Hazardous Materials Business Plan, which would include hazardous materials and hazardous waste management procedures and emergency response procedures, including emergency spill cleanup supplies and equipment. At such time as the applicant begins to use hazardous materials at levels that reach applicable state and/or federal thresholds, the plan is submitted to the administering agency.

DTSC, a division of the California Environmental Protection Agency, has primary regulatory responsibility over hazardous materials in California, working in conjunction with EPA to enforce and implement hazardous materials laws and regulations. As required by Section 65962.5 of the California Government Code, DTSC maintains a hazardous waste and substances site list for the state, known as the Cortese List. Individual regional water quality control boards (RWQCBs) are the lead agencies responsible for identifying, monitoring, and cleaning up leaking underground storage tanks (LUSTs). Lahontan RWQCB has jurisdiction over the Project area.

### 4.9.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | Less Than Significant Impact |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | Less Than Significant Impact with Mitigation Incorporated |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | Less Than Significant Impact |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | Less Than Significant Impact with Mitigation Incorporated |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area? | Less Than Significant Impact |
| f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | Less Than Significant Impact |
| g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? | Less Than Significant Impact |

### 4.9.4 Answers to CEQA Checklist Questions

**a) Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**

**Less Than Significant Impact**

During construction, limited quantities of hazardous materials such as fuels, lubricants, solvents, and other construction-related chemicals would be used and stored on-site for equipment maintenance and operation. The use, storage, and management of construction-related fuels and other construction-related chemicals and construction materials would be managed in accordance with applicable regulations, including but not limited to the U.S. EPA, the U.S. Department of Transportation, the Department of Toxic Substances Control, the Occupational Safety and Health Administration (OSHA), the National Pollutant Discharge Elimination System (NPDES), and local technical specifications under the STPUD. For example, and as part of the Project's compliance with NPDES requirements, the SWPPP that would be prepared for the Project (refer to Section 2.5.3, above) would require that equipment fueling and maintenance, if performed at the job site, must be performed in a designated area utilizing secondary containment with a spill kit nearby.

During operation, the redeveloped marina would continue to support boat fueling activities. The replacement, 12,000-gallon, aboveground fuel storage tank would be located on the southeastern edge of the Project area, similar to existing conditions. The tank and associated fueling facilities would be operated consistent with federal, state, and Lahontan RWQCB requirements. This would include annual inspections and enforcement by the Lahontan RWQCB and the El Dorado County Environmental Management Department to ensure proper containment and maintenance.

Operational use of hazardous materials would otherwise be limited to small quantities of cleaning agents, landscaping chemicals, and maintenance supplies typical of marina and retail operations, as well as on-site fuel storage. The transport, use, and disposal of such materials would comply with state and local regulations. Because construction and operation of the Project would not involve new routine large-scale transport or disposal of hazardous substances and would comply with existing regulatory requirements (including those related to fuel storage), impacts would be less than significant. No mitigation is required.

**b) Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

**Less Than Significant Impact with Mitigation Incorporated**

As noted above, existing on-site buildings were identified as containing limited quantities of hazardous materials, asbestos, and lead within existing tiles. Demolition of existing buildings would disturb these materials, which could generate airborne asbestos fibers, lead dust, or other contaminants if not properly managed, posing potential risks to workers and nearby receptors. The potential risk associated with removal of these materials would be addressed through compliance with National Emission

Standard for Hazardous Air Pollutants requirements, Cal/OSHA Title 8, and EDCAQMD requirements for demolition and abatement such that no significant hazards would occur.

With respect to on-site fuel storage, the Project area currently contains a 12,000-gallon storage tank which is regularly inspected by the Lahontan RWQCB and the El Dorado County Environmental Management Department to ensure proper containment and maintenance. The Project would replace the existing storage tank with a new 12,000-gallon storage tank and would be subject to the same requirements for proper containment and maintenance, as well as regular inspection. As such, the Project would not result in an increase in the potential for upset and/or accident conditions related to the existing and proposed on-site fuel storage tank.

With respect to the historic recognized environmental condition identified at the site, the Project area is listed on the State Water Resources Control Board GeoTracker database for a 1997 release of petroleum hydrocarbons discovered during removal of a 1,000-gallon diesel underground storage tank, a 500-gallon waste oil underground storage tank, and associated piping and dispensers. Subsequent investigations identified residual contamination limited to soils and groundwater west of the existing marina buildings. Extraction and treatment systems operated from 1998 to 2008, and groundwater monitoring continued until 2014. Petroleum hydrocarbons and volatile organic compounds steadily declined and were not detected in upgradient wells after the early 2000s. As a result, the Lahontan RWQCB issued a No Further Action determination on May 19, 2020, confirming that remediation objectives had been met (Bureau Veritas 2021). Due to the historic presence of contaminated soils, there is a limited potential for impacted soil to persist underneath the existing on-site structures. For this reason, redevelopment of the Project area could result in release of hazardous materials associated with the prior storage tanks that were present within the Project area, and impacts would be potentially significant.

*Mitigation Measures*

**HAZ-1**: During construction (i.e., demolition, grading, or excavation) and if stained soil, hydrocarbon odor, or other indicators of contamination are encountered during excavation, the construction contractor shall halt all on-site activities until a qualified environmental professional can assess the potentially impacted soil. Impacted soil or groundwater shall be handled and disposed of in accordance with Lahontan RWQCB and Department of Toxic Substances Control requirements.

*Significance After Mitigation*

With implementation of Mitigation Measure HAZ-1, the potential for disturbance or accidental release of hazardous materials would be reduced to a less than significant level by requiring the assessment and treatment of any potentially affected soils identified on-site as soon as feasible. Following that initial determination, any affected soils would be disposed of in accordance with applicable regulations, thereby ensuring that impacts would be less than significant.

### c) Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

**Less Than Significant Impact**

The nearest school, Tahoe Valley Elementary School, is located approximately 0.6 miles south of the Project area. Construction and operation of the Project would not involve emissions or handling of hazardous materials beyond typical quantities of fuels, paints, and other building materials used during construction. The Project would not include any new storage or emission of hazardous materials, substances, or waste. Tahoe Keys Boulevard, which provides the most direct route to Tahoe Keys and the Project area, passes within 0.15 mile of Tahoe Valley Elementary School. However, as noted above under Section 4.9.3 a), materials transported to and from the site would be conducted in accordance with existing state and local regulations. As a result, no significant impacts or increased risk related to hazardous emissions or handling of hazardous materials within 0.25 miles of a school would occur. Impacts would be less than significant, and no mitigation is required.

### d) Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

#### Less Than Significant Impact with Mitigation Incorporated

The Project is located above a site which is included on a list compiled pursuant to Government Code Section 65962.5. However, as discussed in 4.9.3(b) a No Further Action determination has been issued for the site, and the extent of remaining contamination is limited, if present at all. In addition, the Project would implement Mitigation Measure HAZ-1, which would ensure that disturbance of known and unknown hazardous materials do not result in a significant risk to the public. With implementation of the aforementioned mitigation measures, development in the Project area would not pose a significant hazard to the public or environment, and the impact would be less than significant.

### e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?

#### Less than Significant Impact

The Lake Tahoe Airport is located approximately 1.6 miles southeast of the Project area. The Project is located within and adjacent to residential areas and is not in the overflight zone of the airport. The Project area does not lie within a noise impacted area airport as defined in the Land Use Compatibility Plan for the Lake Tahoe Airport (Environmental Science Associates 2019). The Project is located within Review Area 2, but does not approach any of the Lake Tahoe Airport's airspace protection surfaces (transitional surface at 150 feet above the airport elevation and conical surface at 150 to 350 feet above the airport elevation) (Environmental Science Associates 2019). The elevation of the Project area is 20 feet below that of the existing runway and the proposed elevations for Project-related structures would not be sufficient to reach either surface. As such, the Project would not result in a change in airport operations or represent a safety hazard related to airport operations. Impacts would be less than significant, and no mitigation is required.

### f) Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

**Less Than Significant Impact**

Per the current Emergency Evacuation Map for the Tahoe Keys, Tahoe Keys Boulevard is an existing evacuation route for the eastern half of Tahoe Keys (City of South Lake Tahoe 2014). While the Project would temporarily impact Tahoe Keys Boulevard and Venice Drive East, this would result in temporary lane closures, and both roads would remain accessible with traffic controls during construction. More specifically, access for emergency vehicles and at least 1 lane of traffic with flaggers on either side of the lane closure would be maintained at all times in coordination with the South Lake Tahoe Fire Rescue and Public Works Department. However, the Project would not result in the modification of existing roadways or lane widths upon completion of construction. Further, the Project would not result in the physical modification of existing evacuation routes. Impacts would be less than significant, and no mitigation is required.

### g) Would the Project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

**Less Than Significant Impact**

While portions of the Project area are located within a locally-designated Very High FHSZ (CAL FIRE 2025), the proposed redevelopment would include new fire resistant landscaping and new firefighting infrastructure, which would be considered an improvement compared to existing conditions. Further, the Project area has not been subject to historic wildland fires (National Interagency Fire Center 2025). The Project represents a replacement/modernization of existing on-site uses and would not introduce new/different uses to the Project area. Construction of new on-site structures would also be required to implement other applicable requirements of the Uniform Fire Code and CBC, including ignition-resistant construction, automatic interior fire sprinklers, on-site fire hydrant minimum flows, and adequate emergency and fire apparatus access. Additionally, facilities constructed as part of the Project would be subject to design and defensible space requirements that are intended to protect development from loss due to wildfire included in Section 13.5.3.F.4.a of TRPA Code of Ordinances, which requires use of native vegetation whenever possible, consistent with fire defensible space requirements.

Implementation of the Project would not exacerbate wildfire risks because defensible space would be maintained or improved within the Project area, and construction would comply with all applicable fire-related codes and regulations. Although the Project would increase the number of people traveling to and from the Project area (based on the projected increase in daily vehicle trips of 175), the number of visitors exposed to wildfire risk would not be a substantial increase over existing conditions. Therefore, this impact would be less than significant. No mitigation is required.

## 4.10 Hydrology and Water Quality

### 4.10.1 Environmental Setting

Lake Tahoe is located in a basin that is fed by 63 tributary streams that drain directly into the lake. The Truckee River at the northwest end of the Tahoe Basin is the lake's only outlet, ultimately flowing to Pyramid Lake in Nevada. A dam constructed at Tahoe City in the early 1900s regulates water flow to the Truckee River from the natural rim (6,223 feet above sea level) to the maximum legal lake level of 6,229.1 feet. The lake is 12 miles wide and 22 miles long with 72 miles of shoreline. Average precipitation is almost 16 inches each year in South Lake Tahoe (Western Regional Climate Center 2025), and it generally falls from October to May as snow in the higher elevations and as a mix of snow and rain in the lower elevations. Peak stream runoff is typically triggered by spring snowmelt in May and June. The snowpack at lake level melts before the peak in snowmelt and runoff from the higher elevations.

The Project area primarily lies within the Upper Truckee River Watershed, the largest tributary watershed to Lake Tahoe. Other streams flow through the City, including Trout Creek, Heavenly Valley Creek, and several smaller ephemeral creeks including Bijou Creek, Bijou Park Creek, and Keller Creek. There are also many unnamed water courses within the city limits that can produce considerable discharges during storm events. Stream flows tend to be high in the spring during snowmelt, with much lower flows during the late summer and fall.

The Project area overlies the TVS Groundwater Subbasin (California Department of Water Resources 2018). The TVS Groundwater Subbasin is considered a medium priority basin by the California Department of Water Resources and is managed under an Alternate Groundwater Sustainability Plan by STPUD (STPUD 2025b). The Project is within the jurisdictional limits of the Lahontan RWQCB, which uses the Lahontan Basin Plan as its regulating document, and the Project area is located within the North Lahontan Basin, which includes Lake Tahoe and surrounding regions within the state of California (Lahontan RWQCB 2025). The Basin Plan outlines beneficial uses for the TVS subbasin. Beneficial uses are municipal and domestic water supply, industrial service water supply, and agricultural water supply. The 2021 STPUD Urban Groundwater Management plan also covers the City of South Lake Tahoe area (Kennedy Jenks 2021). Groundwater depths within the Project area are typically 3 to 4 feet below ground surface (Reno Tahoe Geo Associates, Inc. 2024).

#### Flood Risk

The Federal Emergency Management Agency (FEMA) implements the National Flood Insurance Program. Per Section 60.3(d)(3) of the National Flood Insurance Program regulations regarding floodplain management, the placement of fill, new construction, substantial improvements, and other development within the adopted regulatory floodway cannot result in any increase in flood levels during occurrences of the base flood discharge (100-year event). The Project area lies within Zone X, which is outside of the 100-year flood zone (FEMA 2024).

### 4.10.2 Regulatory Setting

#### Federal

##### Clean Water Act

The EPA is the lead federal agency responsible for water quality management. The Clean Water Act is the primary federal law that governs and authorizes water quality control activities by EPA as well as the states. Various elements of the Clean Water Act address water quality. These are discussed below.

***Clean Water Act Water Quality Criteria/Standards***

Pursuant to federal law, EPA has published water quality regulations under Title 40 of the Code of Federal Regulations. Section 303 of the Clean Water Act requires states to adopt water quality standards for all surface waters of the United States. As defined by the act, water quality standards consist of designated beneficial uses of the water body in question and criteria that protect the designated uses. Section 304(a) requires EPA to publish advisory water quality criteria that accurately reflect the latest scientific knowledge on the kind and extent of all effects on health and welfare that may be expected from the presence of pollutants in water. Where multiple uses exist, water quality standards must protect the most sensitive use. As described in the discussion of state regulations below, the State Water Resources Control Board and its nine RWQCBs, including the Lahontan RWQCB, have designated authority in California to identify beneficial uses and adopt applicable water quality objectives.

***Clean Water Act Section 303(d) Impaired Waters List***

Under Section 303(d) of the Clean Water Act, states are required to develop lists of water bodies that do not attain water quality objectives after implementation of required levels of treatment by point source dischargers (municipalities and industries). Section 303(d) requires that the state develop a total maximum daily load (TMDL) for each of the listed pollutants. A TMDL is the amount of the pollutant that the water body can receive and still comply with water quality objectives. The TMDL is also a plan to reduce loading of a specific pollutant from various sources to achieve compliance with water quality objectives. In California, implementation of TMDLs is achieved through water quality control plans, known as Basin Plans, of the state RWQCBs, which are explained in further detail below.

***National Pollutant Discharge Elimination System***

The National Pollutant Discharge Elimination System (NPDES) permit program was established in the Clean Water Act to regulate municipal and industrial discharges to surface waters of the United States. NPDES permit regulations have been established for broad categories of discharges including point source waste discharges and nonpoint source stormwater runoff. Each NPDES permit identifies limits on allowable concentrations and mass emissions of pollutants contained in the discharge. Sections 401 and 402 of the Clean Water Act contain general requirements regarding NPDES permits.

“Nonpoint source” pollution originates over a wide area rather than from a definable point. Nonpoint source pollution often enters receiving water in the form of surface runoff and is not conveyed by way of pipelines or discrete conveyances. Two types of nonpoint source discharges are controlled by the NPDES program: discharges caused by general construction activities and the general quality of

stormwater in municipal stormwater systems. The goal of the NPDES nonpoint source regulations is to improve the quality of stormwater discharged to receiving waters to the maximum extent practicable.

### National Flood Insurance Act

The Federal Emergency Management Agency (FEMA) is tasked with responding to, planning for, recovering from, and mitigating against disasters. The Federal Insurance and Mitigation Administration within FEMA is responsible for administering the National Flood Insurance Program (NFIP) and administering programs that aid with mitigating future damages from natural hazards.

FEMA prepares Flood Insurance Rate Maps (FIRMs) that delineate the regulatory floodplain to assist local governments with the land use planning and floodplain management decisions needed to meet the requirements of NFIP. Floodplains are divided into flood hazard areas, which are areas designated per their potential for flooding, as delineated on FIRMs. Special Flood Hazard Areas are the areas identified as having a one percent chance of flooding each year (otherwise known as the 100-year flood). In general, the NFIP mandates that development is not to proceed within the regulatory 100-year floodplain if the development is expected to increase flood elevation by 1 foot or more.

## State

### Porter-Cologne Water Quality Control Act

California's primary statute governing water quality and water pollution issues with respect to both surface waters and groundwater is the Porter-Cologne Water Quality Control Act of 1970 (Porter-Cologne Act). The Porter-Cologne Act grants SWRCB and each of the nine RWQCBs power to protect water quality, and is the primary vehicle for implementation of California's responsibilities under the CWA. The applicable RWQCB for the proposed project is the San Francisco Bay RWQCB. SWRCB and the San Francisco Bay RWQCB have the authority and responsibility to adopt plans and policies, regulate discharges to surface and groundwater, regulate waste disposal sites, and require cleanup of discharges of hazardous materials and other pollutants. The Porter-Cologne Act also establishes reporting requirements for unintended discharges of any hazardous substances, sewage, or oil or petroleum products.

Under the Porter-Cologne Act, each RWQCB must formulate and adopt a water quality control plan (known as a "Basin Plan") for its region. The Basin Plan lists the beneficial uses that the San Francisco Bay RWQCB has identified for local aquifers, streams, marshes, rivers, and the San Francisco Bay, as well as Water Quality Objectives (WQOs) and criteria that must be met to protect these uses. The San Francisco Bay RWQCB implements the Basin Plan by issuing and enforcing waste discharge requirements (WDRs), including permits for nonpoint sources such as the urban runoff discharged by a City's stormwater drainage system. The Basin Plan also describes watershed management programs and water quality attainment strategies. Through the Basin Plan, the San Francisco Bay RWQCB executes its regulatory authority to enforce the implementation of TMDLs, and to ensure compliance with surface WQOs. The Basin Plan includes both narrative, and numerical WQOs designed to provide protection for all designated and potential beneficial uses in all its principal streams and tributaries. Applicable beneficial uses include municipal and domestic water supply, irrigation, non-contact and contact water

recreation, groundwater recharge, freshwater replenishment, hydroelectric power generation, and preservation and enhancement of wildlife, fish, and other aquatic resources.

## Regional

### Water Quality Control Plan for the Lahontan Region

Water quality standards and control measures for surface and ground waters of the Lahontan Region are contained in the Water Quality Control Plan for the Lahontan Region (Basin Plan). The Basin Plan designates beneficial uses for water bodies. It establishes water quality objectives, waste discharge prohibitions, and other implementation measures to protect those beneficial uses. Chapter 5 of the Basin Plan, Water Quality Standards and Control Measures for the Lake Tahoe Basin, summarizes a variety of control measures for the protection and enhancement of Lake Tahoe.

The Basin Plan was first adopted in 1975, and most recently updated in 2014. The Basin Plan contains both narrative and numeric water quality objectives for the region. The Basin Plan amendments include additional language related to: “mixing zones” for dilution of discharged water, compliance schedules for NPDES permits, discharge prohibition exemptions for low threat discharges such as incidental runoff from landscape irrigation or construction dewatering, simplification of existing prohibition exemptions, and the removal of language describing programs administered by TRPA.

### General Permit for Stormwater Discharges Associated with Construction

The Lahontan RWQCB adopted the NPDES Construction Stormwater General Permit for the Lake Tahoe Basin in March 2016 (Order No. R6T-2016-0010). Projects disturbing more than 1 acre of land during construction must file a Notice of Intent with Lahontan RWQCB to be covered under this permit. Construction activities subject to the Lake Tahoe Construction Stormwater Permit include clearing, grading, stockpiling, and excavation. Dischargers are required to eliminate or reduce non-stormwater discharges to storm sewer systems and other waters. A SWPPP must be developed and implemented for each site covered by the permit. The SWPPP must include BMPs designed to prevent construction pollutants from contacting stormwater and keep products of erosion from moving offsite into receiving waters throughout the construction and life of the project; the BMPs must address source control and, if necessary, pollutant control. BMPs would conform to Chapter 4.5 of the Tahoe BMP Handbook.

### Marina General Permit

The Marina General Permit (R6T-2016-0038) regulates stormwater discharges and minor construction activities at commercial marinas within Lake Tahoe. The Marina General Permit regulates industrial stormwater discharges from marina operations, stormwater discharges from parking lots, and other activities associated with marina operation. The permit requires implementation of BMPs and may require additional documentation beyond the NPDES Construction Stormwater General Permit for the Lake Tahoe Basin, including a Marina Pollution Prevention Plan (MPPP), a Discharger Monitoring Plan (DMP), and a Marina Surface Water Monitoring Plan (MSWMP).

### Local

#### City of South Lake Tahoe Code of Ordinances

Chapter 7.20 of the City's Code of Ordinances includes local provisions and requirements related to the manner in which grading and sediment control are to be performed within city limits, so as to limit erosion and transport of sediment off-site that may affect water quality. The City's Code of Ordinances regulates grading on both public and private property with the intent of avoiding pollution of watercourses.

## 4.10.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? | Less Than Significant Impact |
| b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin? | Less Than Significant Impact |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:<br>i. result in substantial erosion or siltation on- or off-site; | Less Than Significant Impact |
| ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; | Less Than Significant Impact |
| iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or | Less Than Significant Impact |
| iv. impede or redirect flood flows? | Less Than Significant Impact |
| d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation? | Less Than Significant Impact |
| e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? | Less Than Significant Impact |

## 4.10.4 Answers to CEQA Checklist Questions

### a) Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

#### Less Than Significant Impact

Project implementation would result in grading and excavation of the Project area, which would expose sediment and soil material. Exposed sediment could affect surface water quality if not properly

controlled on-site. All projects in the Tahoe Basin are required to comply with TRPA water quality protections. Temporary construction BMPs that would be required through existing regulations, such as Chapter 33 and Section 60.4 of the TRPA Code, would include temporary erosion control BMPs, dust control measures, requirements to minimize soil disturbance, winterization by October 15, stockpile stabilization, spill prevention plans, tracking prevention, and permanent stabilization of any disturbed areas. All construction projects in the Tahoe Basin must be consistent with TRPA requirements (including Chapter 4.5 of the TRPA BMP Handbook; TRPA 2014), the federal antidegradation policy, and maintain designated beneficial uses of Lake Tahoe.

Further, installation of the replacement bulkhead would involve work within a Water of the State of California and WOUS, and a 1602 LSAA from CDFW and Clean Water Act Section 404 permit from USACE would be required, including the permit conditions (i.e., requirements) associated with each. These would include considerations related to maintaining water quality standards through on-site BMPs and waste discharge requirements. Additionally, and as part of the Project, the in-kind replacement of the bulkhead would occur in front of the existing bulkhead to protect water quality.

Lastly, because the Project would disturb more than 1 acre, a SWPPP would be prepared and implemented upon Project approval, consistent with NPDES requirements and to comply with Lahontan RWQCB Tahoe Construction General Permit (Order No. R6T-2016-0010). The SWPPP, consistent with the Construction General Permit, would identify and require temporary BMPs (e.g., tarping of any stockpiled materials or soil; use of silt fences, fiber rolls, dust control, tracking control, etc.) and permanent BMPs (e.g., structural containment, revegetation, stabilization) for use in all construction areas to reduce or eliminate the discharge of soil, surface water runoff, and pollutants during all excavation, grading, trenching, repaving, or other ground-disturbing activities. The Project would also comply with the South Lake Tahoe City Code Chapter 7.20: Grading, Erosion, and Sediment Control. Through compliance with existing regulations, including the Clean Water Act, TRPA Code, NPDES requirements, and the South Lake Tahoe City Code, impacts related to erosion potential and the transport of sediment and other pollutants would be minimized, and impacts would be less than significant. No mitigation is required.

### b) Would the Project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?

#### Less Than Significant Impact

The Project would involve redeveloping existing marina facilities with new/modern structures and maintaining the current use type. While there would be a modest increase in water consumption during operation due to the increased square footage, water consumption would be more efficient due to the modern facilities and would be provided to the site by STPUD, which is anticipated to have adequate supplies. Groundwater is the primary source of water for most communities in the Lake Tahoe Basin, and drawdown of groundwater levels has not been a significant problem within the region recently, indicating ample supply (STPUD 2019).

The Project would also replace existing pavement with permeable pavement, and areas not covered by pavement or facilities would include landscaping and be designed to capture stormwater and facilitate

groundwater recharge. On-site storm drain facilities would be designed to infiltrate the 20-year 1 inch per hour storm event as required by TRPA Code Section 60.4. Therefore, the Project would not decrease groundwater supplies or interfere with recharge such that sustainable groundwater management within the basin would be impeded. Impacts would be less than significant, and no mitigation is required.

**c) Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:**

**i) Result in substantial erosion or siltation on- or off-site?**

**Less Than Significant Impact**

The Project would involve the redevelopment of existing marina facilities at TKM. General locations of on-site facilities and overall drainage patterns of the site are anticipated to remain consistent with existing conditions (i.e., runoff would be collected on-site in accordance with NPDES requirements.) The Project would improve stormwater capture systems on site, including a new drainage system, permeable pavement, landscaping/bioswales for stormwater retention, and an underground stormwater storage and infiltration system. Landscaping/bioswale areas would primarily be located along the eastern and southern edges of the Project area with some additional areas provided within the proposed surface parking lot. This would be considered an improvement compared to the existing retention basin within the southeastern portion of the site and a few infiltration locations within the Project area. No streams or rivers traverse the Project area, and no modifications to such features would be required as part of the Project. The replacement boat ramp and bulkhead that would be installed within the existing marina lagoon would not modify existing drainage patterns. Further, the replacement bulkhead would be constructed in front of the existing bulkhead, so as to minimize the potential for inadvertent soil disturbance. Therefore, the Project would have a less than significant impact. No mitigation is required.

**ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?**

**Less Than Significant Impact**

As discussed above, the Project would modify the Project area but would not substantially change the current level of permeability or drainage patterns. Further and consistent with NPDES and TRPA requirements, adequate stormwater capture systems would be provided, including bioswales, to prevent flooding and excess accumulation of surface runoff. Therefore, the Project would have a less than significant impact. No mitigation would be required.

**iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?**

**Less Than Significant Impact**

As noted above, the Project would manage all stormwater on site, consistent with NPDES and TRPA requirements, including any discharge of stormwater into Lake Tahoe. The Project would comply with Section 7.15 Urban Runoff and Storm Water Quality Management of the City of South Lake Tahoe Code, which requires projects to prevent, control, and reduce storm water pollutants that would contribute pollution to stormwater, a storm drain system, or waters of the state. The Project would also modernize and improve existing on-site stormwater collection and treatment infrastructure, and no substantial increase in stormwater discharge would occur due to compliance with federal, regional, and local regulatory requirements. As such, no additional runoff would be conveyed to the City stormwater infrastructure on Venice Drive East, and the Project would not result in stormwater flows that would exceed the capacity of existing or planned stormwater drainage facilities, nor would it subject existing facilities to polluted runoff. Impacts would be less than significant. No mitigation is required.

#### iv) Impede or redirect flood flows?

**Less Than Significant Impact**

As noted above, the Project area is located within Zone X, which represents areas between the 100- and 500-year floodplains or areas of shallow flooding less than one foot in depth. These areas are generally considered to have a minimal flood hazard. The Project would not alter the course of a stream or river such that the direction of flood flows would be redirected. Site grading and improvements would be designed to maintain existing drainage patterns and convey runoff through engineered on-site stormwater facilities consistent with the City of South Lake Tahoe Municipal Code and TRPA Code of Ordinances. Because the Project would occur in an area of minimal to moderate flood hazard and would not obstruct or redirect flood flows, the Project would not modify existing flood risk in the area, and impacts would be less than significant. No mitigation is required.

### d) In flood hazard, tsunami, or seiche zones, would the Project risk release of pollutants due to Project inundation?

**Less Than Significant Impact**

As noted above, the Project area is not located within a flood hazard zone and would not increase risks associated with flooding as it would not result in a change of use. While never recorded in the region during historic times, geologic events could trigger a seiche in Lake Tahoe, sending waves up to 30 feet back and forth across the lake (Ichinose et al. 2000). An event of this kind could inundate the Project area, however, the Project would not result in a change in use or intensity such that an increased risk of release of pollutants due to emergency conditions associated with a seiche would occur. On-site facilities would be maintained in accordance with applicable requirements related to safety and stormwater controls, including the replacement 12,000-gallon fuel tank. As such, redevelopment of the Project area would not modify or increase existing risks associated with inundation by a seiche. impacts would be less than significant. No mitigation is required.

### e) Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

**Less Than Significant Impact**

As discussed above, the Project would obtain all applicable permitting prior to Project implementation. The Project is designed to be consistent with the Lahontan Basin Plan and TRPA Plan Area Statement, and would implement the BMPs outlined in Chapter 5 of the Basin Plan and TRPA Best Management Practices Handbook. Water quality standards and control measures for surface water and groundwater within the Lahontan Region are contained in the Lahontan Basin Plan. The Basin Plan designates beneficial uses for water bodies. It establishes water quality objectives, waste discharge prohibitions, and other implementation measures to protect those beneficial uses. Chapter 5, "Water Quality Standards and Control Measures for the Tahoe Region," of the Basin Plan summarizes a variety of control measures for the protection and enhancement of Lake Tahoe. The Project does not include development of uses or activities that would conflict with the Basin Plan or with any other water quality control or sustainable groundwater management plan. Additionally, as discussed in item a), above, the Project would not adversely affect surface or groundwater quality. Impacts would be less than significant, and no mitigation is required.

## 4.11 Land Use and Planning

### 4.11.1 Environmental Setting

All parcels in the Project area are within the boundaries of the City of South Lake Tahoe. More specifically, the Project area is located within the southeast corner of the Tahoe Keys development, a predominantly residential development along the southern shore of Lake Tahoe. Three apartments are currently provided within existing on-site buildings. Neighboring uses consist of residential to the west and south, and recreation and conservation uses to the east and north. The majority of the Project area is zoned as commercial, with the southeastern parcel of the Project area zoned as residential.

### 4.11.2 Regulatory Setting

#### Regional

##### Tahoe Regional Planning Agency Regional Plan

Land use planning and regulation in the Tahoe Basin is guided by the TRPA Tahoe Regional Plan and Code of Ordinances. The Regional Plan is intended to establish a balance between the natural environment and the built environment; and attain and maintain TRPA's environmental thresholds. The Regional Plan includes Goals and Policies that guide decision making as it affects the Region's resources and environmental thresholds, and they are intended to provide opportunities for orderly growth and development consistent with those thresholds. The Goals and Policies are addressed in six major elements: land use, transportation, conservation, recreation, and public services and facilities Land in the Lake Tahoe Region is assigned to one of eight classifications: Wilderness, Backcountry, Conservation, Recreation, Resort Recreation, Residential, Mixed-Use, and Tourist. The classifications summarize major land uses that exist in the Region and are further supplemented by the plan area statements, community plans, master plans, and area plans. The Regional Plan designates the Project area as Mixed-Use (City of South Lake Tahoe n.d.). The Regional Plan identifies Mixed-Use areas as urban areas that have been designated to provide a mix of commercial, public services, light industrial, office, and residential uses to the Region or have the potential to provide future commercial, public service, light industrial, office, and residential uses. The purpose of this classification is to concentrate higher intensity land uses for public convenience and enhanced sustainability (TRPA 2012).

#### Local

##### City of South Lake Tahoe General Plan

The City's General Plan provides a comprehensive plan for the City through 2030. The General Plan vision for future land use and community design is:

> In 2030, the Highway 50 corridor has been transformed into an interconnected series of compact mixed-use (commercial, office, residential, and tourist accommodation) districts that serve the needs of residents and visitors alike. The corridor is the heart of the community and contains year-round sidewalks and bike paths. The transformation of the corridor has been

fueled by the cooperative efforts of local, regional, and state governments, and private investors who share the vision for a prosperous and healthy region (City of South Lake Tahoe 2011:LU-1).

Several policies in the City General Plan related to land use and enhancing compact development (and indirectly environmental impacts) are applicable to the project, including:

- Policy LU-1.2: Smart Growth. The City shall implement Smart Growth principles to create walkable, mixed-use centers, compact and complete neighborhoods, and enhance gateways and places.
- Policy LU-1.7: Live/Work Opportunities: The City shall encourage live/work and work/live opportunities with flexible buildings and mixed-use land use designations that allow local businesses to grow and evolve over time.
- Policy LU-3.2: Neighborhood and Recreation Connectivity: The City shall improve connections and access to a wide range of recreational opportunities, which will improve the quality of life of residents and visitors.
- Policy LU-5.3: Commercial Center Enhancement**.** The City shall encourage the upgrade and/or expansion of existing commercial centers, including improvements to parking and landscaping areas; redesigns to accommodate bicycles, pedestrians, and transit facilities; and remodeling to include "green" technology and improve energy efficiency.

### 4.11.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Physically divide an established community? | No Impact |
| b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? | Less Than Significant Impact |

### 4.11.4 Answers to CEQA Checklist Questions

#### a) Would the Project physically divide an established community?

**No Impact**

The Project would consist of redevelopment of existing marina facilities. The Project would not increase the boundaries of the marina or result in the reduction or modification of the existing Tahoe Keys development. The 3 residential units provided within the Project area are for on-site employees and would be redeveloped as part of the Project, resulting in no net reduction in the number of on-site residences. As the Project area is located along the periphery of the Tahoe Keys development and would not result in a change in use, it would not physically divide an established community. Therefore, there would be no impact, and no mitigation is required.

### b) Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

#### Less Than Significant Impact

The Project would involve the redevelopment of existing marina facilities with the intent of providing more modern facilities that would be more efficient and consistent with existing development in the area. While the Project would temporarily remove existing housing on site, it would reconstruct the same number and same type of units, maintaining consistency with City General Plan Policy LU-1.7 and providing live/work opportunities within the City. In addition, the Project would enhance an existing marina amenity within the City by providing modernized marina facilities and enhancing ease of access to TKM, thereby encouraging engagement within Tahoe Keys and the broader city, consistent with Policies LU-1.2, LU-3.2, and LU-5.3. With respect to the Regional Plan, the Project would provide modernized facilities designed to enhance the experience and engagement at TKM, consistent with the purpose of mixed-use designation for the Project area to concentrate higher intensity land uses for public convenience and enhanced sustainability. Further, the Project would be required to comply with TRPA Regional Plan policies and TRPA Code of Ordinances, which are adopted for the purpose of minimizing development impacts to the environment.

With respect to the height of the Project, the proposed boat storage building would have a high point of 42 feet above ground surface. As noted above in Section 4.9 (Hazards), the Project is located within Review Area 2, but would not affect existing airport operations or increase risks associated with the operation of Lake Tahoe Airport due to its height. In addition, although the Project would exceed the stated maximum allowable height for buildings per TRPA Code 37.4.1-1, TRPA is considering an amendment to the TRPA Code of Ordinances that would allow for incrementally taller structures located further from the shoreline, taking into consideration the surrounding areas and limited potential for visual impacts. Upon issuance of the exception, implementation of the Project would not conflict with existing land use plans, policies, or regulations for the purpose of mitigating an environmental effect. This impact would be less than significant. No mitigation is required.

## 4.12 Mineral Resources

### 4.12.1 Environmental Setting

The Surface Mining and Reclamation Act of 1975 requires that the State Mining and Geology Board identify, map, and classify aggregate resources throughout California that contain regionally significant mineral resources. Designations of land areas are assigned by DOC and California Geological Survey following analysis of geologic reports and maps, field investigations, and using information about the locations of active sand and gravel mining operations. The California Mineral Land Classification System represents the relationship between knowledge of mineral deposits and their economic characteristics (grade and size). Lands classified as Mineral Resource Zones are considered important mineral resource areas.

There are no regionally significant aggregate resources (i.e., sand and gravel resources) in the Project area, as identified by DOC, and there are no ongoing mining activities in or near the Project area (DOC 2016). Mining is not an identified allowable use in the Tahoe Basin per Chapter 21 of the TRPA Code.

### 4.12.2 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | No Impact |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? | No Impact |

### 4.12.3 Answers to CEQA Checklist Questions

#### a) Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

**No Impact**

According to the El Dorado County General Plan and DOC, there are no state or regionally valuable mineral resources within the Project boundary (El Dorado County 2003, DOC 2016). The Project would not result in the loss of a potential known mineral resource as no known important mineral resource areas exist within the Project area or vicinity. Therefore, there would be no impact. No mitigation is required.

#### b) Would the Project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

**No Impact**

As stated above, the Project area is not located within or near any active mining operations (DOC 2016), and no known important mineral resource areas exist within the Project area (El Dorado County 2003). Therefore, there would be no impact. No mitigation is required.

## 4.13 Noise

The impact analysis presented in this section is based primarily on the Environmental Noise Assessment for Tahoe Keys Marina prepared by Saxelby Acoustics (2026). The Environmental Noise Assessment, which is included as **Appendix C**, provides additional data and information related to the assessment of Project impacts. The following analysis focuses on the potential noise impacts to humans and nearby land uses. Noise impacts that may affect biological resources are considered above in Section 4.4 (Biological Resources).

### 4.13.1 Environmental Setting

#### Noise

Noise is defined as a sound or series of sounds that are intrusive, objectional, or disruptive to daily life. Noise levels are measured to regulate ambient noise and protect people from exposure to excessive noise. Different land uses have different acceptability levels in terms of noise disturbance. For example, industrial uses have a higher noise threshold than residential uses. Noise standards provide a means of assessing exposure and compatibility based on specific uses.

Sound is measured in decibels (dB), a logarithmic scale that expresses sound pressure relative to the quietest sound the human ear can detect. To reflect how humans actually hear, sound levels are "A-weighted" and expressed as dBA, which adjusts for the ear's reduced sensitivity to very low or high frequencies. Under the decibel scale, a doubling of sound energy corresponds to a 3-dB increase. In typical noisy environments, changes in noise of 1 – 2 dB are generally not perceptible. However, it is widely accepted that people can begin to detect sound level increases of 3 dB in typical noisy environments. Further, a 5-dB increase is generally perceived as a distinctly noticeable increase, and a 10-dB increase is generally perceived as a doubling of loudness (Caltrans 2013).

Various noise descriptors have been developed to describe time-varying noise levels. The noise descriptors used in this chapter include:

- Equivalent Continuous Sound Level ($L_{eq}$): $L_{eq}$ represents an average of the sound energy occurring over a specified period. In effect, $L_{eq}$ is the steady-state sound level containing the same acoustical energy as the time-varying sound level that occurs during the same period (Caltrans 2013). For instance, the 1-hour equivalent sound level, also referred to as the hourly $L_{eq}$, is the energy average of sound levels occurring during a 1-hour period.
- Community Noise Equivalent Level (CNEL): CNEL is the energy average of the A-weighted sound levels occurring over a 24-hour period, with a 10-dB penalty applied to sound levels occurring during the nighttime hours between 10 p.m. and 7 a.m. and a 5-dB penalty applied to the sound levels occurring during evening hours between 7 p.m. and 10 p.m. (Caltrans 2013).
- Maximum Sound Level ($L_{max}$): $L_{max}$ refers to the maximum instantaneous sound level recorded during a specific period, often used to describe the loudest moment of a noise event, such as a passing truck or construction activity.

With respect to surrounding land uses, residential land uses are located to the north and west with some commercial office space located directly adjacent to the Project area's western boundary, and open space is located to the east and south beyond Venice Drive East. Significant noise generators in the vicinity of the Project area include US 50, approximately 0.9 miles to the southeast, and SR 89, approximately 1 mile to the southwest. The existing noise environment in the Project area is primarily defined by traffic on Venice Road, car/truck circulation within the Project area, and boat noise (Saxelby Acoustics 2026).

### Vibration

Vibration is the periodic oscillation of a medium or object with respect to a given reference point. Groundborne vibration is vibration of and through the ground. Sources of groundborne vibration include natural phenomena (e.g., earthquakes, volcanic eruptions, sea waves, landslides) and those introduced by human activity (e.g., explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous (e.g., operating factory machinery) or transient in nature (e.g., explosions). Within the context of construction, impact pile-driving and tracked equipment can result in perceptible vibration levels.

Groundborne vibration amplitudes are commonly expressed in peak particle velocity (PPV) or root-mean-square (RMS) vibration velocity. PPV and RMS vibration velocities are normally described in inches per second (in/sec) but can also be expressed in decibel notation (VdB), which is used mainly in evaluating human response to vibration.

### Sensitive Receptors

Noise-sensitive land uses (i.e., sensitive receptors) are generally considered to include uses where noise exposure could result in health-related risks to individuals, as well as places where quiet is an essential element of their intended purpose. Residential dwellings are of primary concern because of the potential for increased and prolonged exposure of individuals to both interior and exterior noise levels, and because of the potential for nighttime noise to result in sleep disruption. Additional land uses such as schools, transient lodging, historic sites, cemeteries, and places of worship are also generally considered sensitive to increases in noise levels. Vibration-sensitive land uses are generally considered to be buildings or structures that could be damaged due to vibration or land uses where vibration levels could interfere with operations or cause human annoyance.

In the vicinity of the Project area, sensitive land uses include residential condominiums located to the north and west, along Tahoe Keys Boulevard and Ala Wai Boulevard.

## 4.13.2 Regulatory Setting

### State

#### California Building Energy Efficiency Standards (Title 24, Part 6)

The State Building Code, Title 24, Part 2 of the State of California Code of Regulations, establishes uniform minimum noise insulation performance standards to protect persons within new buildings which house people, including hotels, motels, dormitories, apartment houses, and dwellings other than

single-family dwellings. Title 24 mandates that interior noise levels attributable to exterior sources shall not exceed 45 dB CNEL in any habitable room. Title 24 also mandates that for structures containing noise-sensitive uses to be located where the CNEL exceeds 60 dB, an acoustical analysis must be prepared to identify mechanisms for limiting exterior noise to the prescribed allowable interior levels. If the interior allowable noise levels are met by requiring that windows be kept closed, the design for the structure must also specify a ventilation or air conditioning system to provide a habitable interior environment.

### Local

#### City of South Lake Tahoe General Plan

The City of South Lake Tahoe General Plan Health and Safety Element includes several relevant policies related to noise, as outlined below:

- Policy HS-8.1: Annoying and Excessive Non-Transportation Noise Protection: Establishes exterior noise level standards for new non-transportation noise sources, such as mechanical or stationary equipment, as measured at the property line of adjacent noise-sensitive uses. Projects must ensure that operational noise does not exceed the limits identified in Table HS-1 of the General Plan.
- Policy HS-8.2: Annoying and Excessive Non-Transportation Noise Mitigation: Requires the incorporation of appropriate mitigation measures into project design when non-transportation noise levels would adversely affect nearby noise-sensitive land uses or exceed the standards in Table HS-1. Mitigation is to be implemented at the property line or within designated outdoor activity areas as determined by the City.
- Policy HS-8.3: Overall Background Noise Mitigation: Prohibits projects from increasing existing background noise levels by 3 or more decibels (dB) at receiving land uses in cases where ambient noise levels already exceed the General Plan standards shown in Table HS-1.
- Policy HS-8.5: New Transportation Noise Source Mitigation: Requires that new transportation noise sources be mitigated to achieve the noise level standards identified in the General Plan. The standards apply to all outdoor activity areas and interior spaces of existing noise-sensitive land uses. Mitigation is required where transportation-related noise from new or modified sources would exceed the established exterior or interior noise limits.
- Policy HS-8.6: Acoustical Analysis Preparation: Requires preparation of an acoustical analysis during environmental review when proposed projects are located in areas exposed to existing or projected exterior noise levels that exceed the thresholds shown in the General Plan.

#### TRPA Code of Ordinances – Chapter 68: Noise Limitations

Chapter 68 identifies maximum allowable noise levels for single-event noises from short-duration sources. TRPA Code prohibits the creation of noise that would cause threshold exceedances in adjacent land use districts.

**68.3.1 Single Noise Events**:

Single noise event threshold standards adopted by TRPA are based on the numerical value associated with the maximum measured level in acoustical energy during an event. This threshold establishes maximum noise levels of 82 dBA $L_{max}$ at 50 feet at 3,000 rpm, 75 dBA $L_{max}$ at the shoreline, or 88-90 dBA at 3.3 feet from the engine exhaust.

**68.4 Community Noise Levels**:

TRPA shall use CNELs to measure community noise levels. The plan area statements shall set forth CNELs that shall not be exceeded by any one activity or combination of activities (See subsection 11.6.10). In addition, community noise levels shall not exceed levels existing on August 26, 1982, where such levels are known. The CNELs set forth in the plan area statements are based on the land use classification, the presence of transportation corridors, and the applicable threshold. The CNEL corridor GIS data layer indicates the location of special noise corridors for highways and the Lake Tahoe Airport. Consistent with the adopted TRPA Threshold Standards the maximum community noise equivalent levels (CNEL) for the Tahoe Keys Area Plan Statement 102 is 55 dBA CNEL.

**68.9 Exemptions to Noise Limitations**:

The standards of this chapter shall not apply to noise from TRPA-approved construction or maintenance project or the demolition of structures provides such activities are limited to the hours between 8 a.m. and 6:30 p.m. The standards of this chapter shall not apply to safety signals, warning devices or emergency pressure relief valves, and other similar devices. Emergency work to protect life property shall be exempt from noise standards, as shall be fireworks used in accordance with a state or local permit.

### 4.13.3 CEQA Checklist Summary

Would the Project result in:

| CEQA Question | Impact Determination |
|---|---|
| a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | Less Than Significant Impact with Mitigation Incorporated |
| b) Generation of excessive groundborne vibration or groundborne noise levels? | Less Than Significant Impact |
| c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels? | Less Than Significant Impact |

### 4.13.4 Answers to CEQA Checklist Questions

**a) Would the Project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

**Less Than Significant Impact with Mitigation Incorporated**

#### Construction

Construction activities would temporarily increase noise levels in the Project area, with maximum noise levels ranging from 76 to 90 dBA $L_{max}$ at 50 feet. These activities would occur primarily during daytime hours (8:00 a.m. to 6:30 p.m.), consistent with the TRPA Code of Ordinances, which exempts daytime construction noise from noise limits. The nearest residences, located approximately 250 feet away, would experience maximum noise levels of approximately 76 dBA, representing an increase of no more than 6 dBA over existing ambient conditions (70 – 82 dBA). Because there is no established TRPA threshold for construction noise, the lead agency is utilizing the Caltrans standard of noise impact significance (12 dBA) for temporary construction noise, which is equivalent to a doubling of sound energy and has been the standard of significance for Caltrans projects for many years, including along the US 50 and SR 89 corridors. Application of this standard to construction activities is considered reasonable considering the temporary nature of construction activities. The predicted increase of 6 dBA is below the Caltrans significance threshold, indicating that typical daytime construction would not cause a significant noise impact.

However, if construction were to occur outside normal daytime hours, temporary exceedances could cause sleep disturbance at nearby sensitive receptors and would represent a potentially significant impact.

#### Operational

##### Stationary Source

During on-site operations, the Project would generate noise associated with on-site circulation (i.e., in the parking lot area and promenade), boat launch operations, and HVAC. In order to assess stationary source operational noise associated with the aforementioned Project components, Saxelby Acoustics modeled operation noise using SoundPLAN, a noise prediction model. Inputs to the model included sound power levels for the proposed noise sources, existing and proposed buildings, terrain type, and locations of sensitive receptors. These predictions are made in accordance with International Organization for Standardization standard 9613-2:1996 (Acoustics – Attenuation of sound during propagation outdoors). This standard is the most commonly used method for calculating exterior noise propagation. Based on the modeling performed, noise levels associated with Project operations would range between 40 and 46 dBA CNEL at nearby sensitive receptors, which would be less than TRPA's noise level standard of 55 CNEL. Further, based on measured ambient noise levels, on-site noise levels generated by the Project would be consistent with existing conditions (Saxelby Acoustics 2026).

### Traffic Noise

Existing land uses in the Project area include commercial and residential activities, as well as marina and boating activities. Based on noise measurements taken within the Project area and taking into account that the Project would not involve a change in use type, the Project is not predicted to cause traffic noise levels to increase by more than 1.5 dBA. The Project falls under the TRPA Tahoe Keys Area Plan Statement 102. The maximum allowable noise level within the Plan Area Statement is 55 dBA CNEL. Taking into account existing ambient noise levels (based on modeled roadway noise) in combination with the anticipated net increase in daily vehicle trips with Project implementation, the Project would result in a maximum increase of 1.5 dBA, which would not be considered perceptible (i.e., less than 3 dBA) (Saxelby Acoustics 2026). As a result, substantial transportation noise increases would not occur, and impacts would be less than significant.

*Mitigation Measures*

**NOI-1:** The following measures would be implemented by the contractor during construction:

- Construction shall be limited to 8:00 a.m. to 6:30 p.m.
- All construction equipment powered by internal combustion engines shall be properly muffled and maintained.
- Quiet construction equipment, particularly air compressors, is to be selected whenever possible.
- All stationary noise-generating construction equipment such as generators or air compressors are to be located as far as is practical from existing residences. In addition, the contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project area.
- Unnecessary idling of internal combustion engines is prohibited.
- The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Project area during all Project construction.

*Significance After Mitigation*

Mitigation Measure NOI-1 would ensure construction activities are limited to allowable hours and that noise control practices are implemented, thereby reducing impacts to less than significant.

## b) Would the Project result in generation of excessive groundborne vibration or groundborne noise levels?

### Less Than Significant Impact

Construction vibration impacts include human annoyance and building structural damage. Human annoyance occurs when construction vibration rises significantly above the threshold of perception. Data collected for the Noise Report indicated that construction vibration levels anticipated for the Project are less than the 0.2 in/sec threshold at distances of 26 feet. Sensitive receptors that could be impacted by construction-related vibrations, especially vibratory compactors/rollers, are located approximately 26 feet, or further, from typical construction activities (Saxelby Acoustics 2026). At these

distances construction vibrations are not predicted to exceed acceptable levels. Additionally, construction activities would be temporary in nature and would likely occur during normal daytime working hours. This is a less than significant impact, and no mitigation is required.

**c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?**

**Less than Significant Impact**

As noted above, the Lake Tahoe Airport is located approximately 1.6 miles south of the Project area. The Project is located within and adjacent to residential areas and is not in the overflight zone of the airport. The Project area does not lie within a noise impacted area of the airport (Environmental Science Associates 2019). Furthermore, ambient noise levels, as measured over a 24-hour period, are compliant with all applicable standards (Saxelby Acoustics 2026). As noted in Section 4.9.4 e), the Project would not result in a change in air patterns as a result of Project implementation. As such, noise contours associated with the airport would change as a result of the Project. Therefore, the Project would not expose construction workers or residents to excessive aircraft noise. Impacts would be less than significant, and no mitigation is required.

## 4.14 Population and Housing

### 4.14.1 Environmental Setting

As of 2019, the City had an estimated population of 22,800 residents and an estimated housing stock of 15,831 dwelling units. The City's population grew approximately 6.5 percent between 2010 and 2019. Projections suggest that population growth will continue within the county (City of South Lake Tahoe 2022b). Per the California Department of Finance (DOF), the City's population has decreased slightly since 2019 and was estimated to be 21,022 residents in 2025 (DOF 2025). Overall City population is expected to increase by 12.4 percent between 2018 and 2045 (City of South Lake Tahoe 2022b).

Due to its status as a vacation destination, the Tahoe region experiences significant seasonal population fluctuations, and has a high proportion of rental properties. Of all housing stock, 49.9 percent of South Lake Tahoe's housing stock is seasonal or occasional use housing. The proportion of seasonal or occasional use units decreased slightly from 54.5 percent in 2010 (City of South Lake Tahoe 2022b).

The amended 2012 TRPA Regional Plan Land Use Element sets goals for housing development within the Tahoe Basin. Goals outlined in the plan include promoting housing opportunities for full time, seasonal residents and workers in the region, and promoting moderate income housing where it does not conflict with other planning goals. The policy outlines desired qualities of new development including 100% deed restricted housing whenever feasible (TRPA 2025a).

### 4.14.2 Regulatory Setting

#### Local

##### City of South Lake Tahoe Housing Element

The City's General Plan Housing Element was updated in 2022 and includes the City's goals, policies, quantified objectives, and housing programs for the maintenance, improvement, and development of housing within its jurisdiction. The City's Housing Element is intended to increase housing opportunities for South Lake Tahoe residents of all economic levels, to preserve and enhance the supply of housing within the city, and to encourage the construction and maintenance of affordable and workforce housing in South Lake Tahoe.

### 4.14.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | Less Than Significant Impact |
| b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? | Less Than Significant Impact |

### 4.14.4 Answers to CEQA Checklist Questions

**a) Would the Project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

**Less Than Significant Impact**

As discussed above, the Project area is zoned for commercial and residential uses, however, the residentially zoned parcel is currently occupied by a stormwater basin and has never been developed with residential uses. Redevelopment or intensification of use within existing planned land uses is not considered "growth-inducing" under CEQA. The Project would redevelop the existing marina facilities, an allowed use, and replace existing on-site housing with the same number of units. While existing housing is not expressly permitted under current zoning, under Section 21.5.2(C) of the TRPA Code of Ordinances, existing housing that constitutes a nonconforming use may be maintained or replaced in kind. These units would be for the exclusive use of TKM employees. City of South Lake Tahoe Code of Ordinances Section 6.55.410 allows nonconforming housing density and non-conforming housing units to be reconstructed, provided the density of people housed in such a non-conforming location does not increase, which is what would occur as part of the Project.

The Project would include new utility connections for the proposed on-site buildings to existing utility lines in the area, including the potential connection to the STPUD water main within Tahoe Keys Boulevard. However, the Project area and surrounding developed parcels are already served by STPUD or the Tahoe Keys Water Company and the proposed connections are intended to ensure adequate utility service and fire flow to the Project area. Therefore, the installation of a new connection to this existing infrastructure would not be considered an extension of infrastructure that would induce development and therefore population growth. In addition, the proposed on-site water tanks would further ensure adequate fire flow within the Project area and are not associated with an increase in demand. Therefore, the Project would not result in substantial unplanned population growth or require expansion of public infrastructure. Impacts would be less than significant, and no mitigation would be required.

**b) Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?**

**Less Than Significant Impact**

The Project would involve the temporary removal of 3 residential units, until the replacement units are fully constructed and operational. Although the site is not zoned for residential use, replacement of these units is permissible under TRPA Code Section 21.5.2 (Existing Uses). Refer to Section 4.11, Land Use and Planning, for additional discussion of applicable land use regulations. The Project would replace the existing housing on the second floor of the Dock Master Building. The temporary displacement of residents of 3 apartments would represent a negligible portion of the local population and housing availability in the area. Upon completion of construction, the new units would be available to accommodate the same number of on-site residents. Therefore, the Project would not represent a displacement of a substantial number of people or housing. Impacts would be less than significant, and no mitigation is required.

## 4.15 Public Services

### 4.15.1 Environmental Setting

#### Fire Protection

South Lake Tahoe Fire Rescue provides fire and life safety, rescue and emergency medical service, and fire prevention to the City and the Project area. The closest South Lake Tahoe Fire Rescue fire station is approximately 1.1 miles south of the Project area. CAL FIRE also maintains its own station in the nearby community of Meyers. All fire departments in the Tahoe Basin, as well as some jurisdictions in northern Nevada, are members of the Lake Tahoe Regional Fire Chief Association. This group has a mutual aid agreement to share the resources of each jurisdiction during large emergency events.

#### Police Protection

The South Lake Tahoe Police Department serves the Project area. The South Lake Tahoe Police Department is a full-service police department that responds to about 2,350 calls for service per month, on average. The closest South Lake Tahoe Police Department office is located approximately 1.5 miles east of the Project area.

#### Schools

The Project area is located within Lake Tahoe Unified School District, which provides elementary, middle, and high school education for local residents. Tahoe Valley Elementary, located approximately 0.6 miles south of the Project area, South Tahoe Middle School, located approximately 1.3 miles east of the Project area, and South Tahoe High School, located approximately 1.5 miles south of the Project area, would serve the students within the Project area. Lake Tahoe Unified School District provides transportation from locations within the district to these schools. Higher education needs are met by Lake Tahoe Community College.

#### Medical Facilities

Barton Memorial Hospital is located off South Avenue, 1.3 miles south of the Project area. Barton Memorial Hospital offers comprehensive medical services including behavioral health/psychiatry, endocrinology, laboratory, medical imaging, orthopedics, pediatrics, primary care, and specialty care.

#### Parks

South Lake Tahoe Parks and Recreation Department maintains parks, recreational programs, and events in the South Lake Tahoe area. South Lake Tahoe Parks and Recreation manages 8 parks and beaches within the South Lake Tahoe area. Facilities also include a campground, senior center, ice skating rink, and recreation with swimming complex. The closest parks to the Project area include Al Tahoe Pioneers Cemetery and Regan Beach approximately 1.0 mile east of the Project area.

Other recreation opportunities include public access trails on the CTC Cove East property, which is adjacent to the east side of the Project area.

### 4.15.2 Regulatory Setting

#### State

##### California Fire Code

The 2022 California Fire Code, which is codified at Part 9 of Title 24 of the California Code of Regulations, incorporates by adoption the 2021 International Fire Code and contains regulations related to construction, maintenance, and use of buildings. Topics addressed in the California Fire Code include fire department access, fire hydrants, automatic sprinkler systems, fire alarm systems, fire and explosion hazards safety, hazardous materials storage and use, provisions intended to protect and assist fire responders, industrial processes, and many other general and specialized fire-safety requirements for new and existing buildings and the surrounding premises. The California Fire Code contains specialized technical regulations related to fire and life safety. The California Building Standards Code, including the California Fire Code, is revised and published every three years by the California Building Standards Commissions.

##### California Health and Safety Code

State fire regulations are set forth in Sections 13000 et seq. of the California Health and Safety Code, which includes regulations for building standards (as set forth in the California Building Code), fire protection and notification systems, fire protection devices such as extinguishers, smoke alarms, high-rise building and childcare facility standards, and fire-suppression training.

### 4.15.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:<br>i) Fire protection? | Less Than Significant Impact |
| ii) Police protection? | Less Than Significant Impact |
| iii) Schools? | No Impact |
| iv) Parks? | Less Than Significant Impact |
| v) Other public facilities? | Less Than Significant Impact |

### 4.15.4 Answers to CEQA Checklist Questions

**a) Would the Project result in substantial adverse physical impacts associated with the need and/or provision of new or physically altered governmental services and/or facilities in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services?**

#### i) Fire protection?

**Less Than Significant Impact**

As noted above, South Lake Tahoe Fire Rescue provides fire and emergency medical services to the Project area, with the closest fire station located 1.1 miles south of the Project area. The Project would involve the redevelopment and modernization of existing marina facilities, including updating existing buildings to comply with current California Fire Code requirements. The Project would also provide additional access points to the Project area via Venice Drive East and would not modify the existing alignment or width of Venice Drive East. All internal circulation and parking lots in the Project area would be designed to accommodate emergency vehicle turn radiuses.

Policy PQP-6.6 of the City General Plan outlines target response time for fire and emergency incidents, at 4 minutes for a single engine response and 10 minutes for a multiple vehicle response (City of South Lake Tahoe 2011). Because the Project area is already developed and located within the existing South Lake Tahoe Fire Rescue's existing service area, as well as the fact that the Project would not permanently modify existing roads in the vicinity of the Project area, response times to the Project area would not be altered during operation of the Project. During construction, access for emergency vehicles and at least 1 lane of traffic with flaggers on either side of the lane closure would be maintained at all times in coordination with the South Lake Tahoe Fire Rescue and Public Works Department. Further, the height of the proposed on-site structures would not exceed the height of other facilities in the area and is not anticipated to require special equipment to provide adequate fire service. In addition, the Project would include an emergency command center which would be accessible for use by local emergency services in cases of emergency in the surrounding area, thereby increasing the ability of emergency responders to respond to calls for service within the lake. The impacts associated with its construction are evaluated throughout this IS/MND.

During construction, some temporary lane closures may be necessary along Venice Drive East while utility connections are installed. During these periods, access for emergency vehicles would be maintained at all times and in coordination with the South Lake Tahoe Fire Rescue and Public Works Department. Therefore, the Project would have a less than significant impact on fire protection. No mitigation is required.

#### ii) Police protection?

**Less Than Significant Impact**

The South Lake Tahoe Police Department provides police protection services to the area and the existing on-site buildings. Because the Project would replace existing uses on site with facilities that would serve

a similar function and would provide more secure storage of boats on-site, no substantial increase in demand for police protection is anticipated as a result of Project implementation. Further and as noted above, the Project would provide an emergency command center that would increase the ability for emergency responders to provide service within the vicinity of the Project area and Lake Tahoe. The impacts associated with construction of the emergency command center are evaluated as part of this IS/MND. Further, as the Project would not modify existing roadways or modify existing emergency access routes, access for the South Lake Tahoe Police Department (approximately 1.5 miles away) would be maintained. Therefore, the Project would not necessitate new or expanded police facilities. Impacts would be less than significant, and no mitigation is required.

#### iii) Schools?

**No Impact**

The Project area is currently served by the Lake Tahoe Unified School District. As the Project would maintain the same number of on-site residences upon completion of construction, the Project would not increase the number of residents and/or students within the Project area, and substantial indirect growth is not anticipated as a result of the projected increase in commercial square footage of the Project, which would be primarily attributed to the boat storage and boat showroom facilities (compared to existing conditions.) No impact to school capacity is anticipated, and no mitigation is required.

#### iv) Parks?

**Less Than Significant Impact**

The Project would involve redevelopment of existing marina facilities and would provide better access to water-based recreation opportunities for local residents. The Project would continue to allow access to bathrooms and public parking opportunities for adjacent open space and recreational opportunities to the east and would provide increased pedestrian access and amenities (e.g., an improved and expanded promenade.) As a result, the Project would not necessitate the provision of new or modified park facilities. Impacts would be less than significant, and no mitigation is required.

#### v) Other public facilities?

**Less Than Significant Impact**

Because the Project would maintain the number of existing on-site residences, no significant impacts to other public facilities (e.g., libraries) would occur as a result of increased local population. In general, the Project would improve local/regional access to modernized marina facilities, and no significant impacts to public services are anticipated. No mitigation is required.

## 4.16 Recreation

### 4.16.1 Environmental Setting

South Lake Tahoe Parks and Recreation Department maintains parks, recreational programs, and events in the South Lake Tahoe area. South Lake Tahoe Parks and Recreation manages 8 parks and beaches within the South Lake Tahoe area. Facilities also include a campground, senior center, ice skating rink and recreation complex with a swimming pool. The closest parks to the Project area include Al Tahoe Pioneers Cemetery and Regan Beach approximately 1.0 mile east of the Project area (South Lake Tahoe Parks and Recreation n.d.).

The CTC manages and protects nearly 4,700 state properties, totaling about 6,900 acres, for the purpose of protecting the natural environment and promoting public recreation and access to Lake Tahoe (CTC 2025). The Cove East CTC property borders the Project area to the east and provides hiking, walking and beach access for visitors. Visitors park along Venice Drive East to access the trailhead next to the existing entrance to TKM.

### 4.16.2 Regulatory Setting

#### State

##### Quimby Act

The Quimby Act (California Government Code Section 66477) preserves open space and parkland in urbanizing areas of the state by authorizing local governments to establish ordinances requiring developers of new subdivisions to dedicate land for parks, pay an in-lieu fee, or perform a combination of the two. The amount of land dedicated, or fees paid shall be based upon the residential density, which shall be determined on the basis of the approved or conditionally approved tentative map or parcel map and the average number of persons per household. The Quimby Act standards are used as a potential metric for assessing appropriate recreation acreage but are not a requirement under the impact analysis. As the Project would maintain the same number of residences on-site compared to existing conditions, this regulation is not considered applicable.

### 4.16.3 CEQA Checklist Summary

| CEQA Question | Impact Determination |
|---|---|
| a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | Less Than Significant Impact |
| b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | Less Than Significant Impact |

### 4.16.4 Answers to CEQA Checklist Questions

**a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

**Less Than Significant Impact**

The Project would redevelop the existing marina facilities to provide modern amenities and improve access for aquatic recreation through the addition of new boat ramps and small watercraft storage. Although implementation of the Project may result in a modest increase in visitation to the marina, recreational, commercial, and dining activities would remain confined to the Project area. Some visitors may also access the adjacent CTC Cove East Trail and property; however, such use currently occurs and would not represent a new or intensified pattern of activity. Therefore, the Project would not result in a significant impact on recreational resources. No mitigation is required.

**b) Would the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

**Less Than Significant Impact**

As discussed above, the Project would redevelop the existing TKM to enhance recreational access and improve existing facilities. The Project would not expand the marina or associated recreational facilities beyond the existing developed footprint of the Project area. The Project would replace on-site housing in kind and would not increase the number of residents within the Project area. Therefore, the Project would not result in the construction or expansion of recreational facilities that could cause an adverse physical effect on the environment. Impacts would be less than significant. No mitigation is required.

## 4.17 Transportation

The impact analysis presented in this section is based primarily on the 2025 SLT Tahoe Keys Marina Redevelopment Transportation Analysis (Transportation Analysis) prepared by LSC Transportation Consultants, Inc. for the applicant. The Transportation Analysis, which is included as **Appendix D**, provides additional data and information related to the assessment of Project impacts.

### 4.17.1 Environmental Setting

#### Roadway Network

Regional access to the Project area is provided by US 50 and SR 89. Local access to the Project area and other uses within the vicinity of the Project area include:

- **Venice Drive East**. Venice Drive East is a 2-lane road that travels in a northwest to southwest direction beginning at the entrance to TKM and becoming Venice Drive at the western edge of the Project area. Venice Drive, which continues from the intersection of Venice Drive East and Tahoe Keys Boulevard, continues west and terminates approximately 1.6 miles to the northwest of the Project area at Aloha Drive. Venice Drive East contains curb and gutter on both sides of the street.
- **Tahoe Keys Boulevard**. Tahoe Keys Boulevard is a 2-lane road that travels in a northwest to southwest direction towards Highway US 50. Tahoe Keys Boulevard contains curbs on both sides of the street and a dirt sidewalk intermittently. The northern portion of the street, beginning from Michaels Drive, is separated by a dirt median with trees. Both directions of travel contain bike lanes or space for bicyclists. Tahoe Keys Boulevard begins at US 50 approximately 4,010 feet southeast of the Project area and extends to a dead end approximately 4,040 feet northeast of the Project area.
- **Venice Drive**. Venice Drive East's western extension, Venice Drive, is located west of Tahoe Keys Boulevard. It provides the other primary access point to the Tahoe Keys development, along with 15th Street which connects to Venice Drive further to the west.

All 3 streets (Tahoe Keys Boulevard, Venice Drive, and Venice Drive East) are considered collector streets under the City of South Lake Tahoe General Plan (City of South Lake Tahoe 2011).

#### Transit Network

Public transit within the City is provided primarily by the Tahoe Transportation District (TTD), which operates the South Shore Transit System (also known as BlueGO). Transit routes connect major destinations such as the "Y" area, Stateline, and the Lake Tahoe Community College, with stops along US 50 and within nearby residential and commercial districts. The marina does not currently have any nearby transit options. The closest bus stop, which is serviced by TTD, is located 275 ft east of the Tahoe Keys Blvd/US 50 signalized intersection or 1.5 miles south of the site. Microtransit options are also unavailable near the site. South Lake Tahoe's Lake Link microtransit service is available as far west as the Grocery Outlet located at 2358 Lake Tahoe Boulevard, South Lake Tahoe, California 96150, or 1.8 miles south of the site.

### Bicycle and Pedestrian Facilities

The City General Plan identifies a network of bicycle and pedestrian routes to promote safe, multimodal travel. A Class II bike lane is found along Tahoe Keys Boulevard between Venice Drive East and Eloise Avenue. This bike lane (Class III) continues along Venice Drive from Tahoe Keys Boulevard east until it concludes at the CTC Cove East recreational trail. Additional unmarked bicycle routes are located throughout the neighborhood south of the Project area along Washington Avenue, Eloise Avenue, Tahoe Island Drive, and 12th Street. Both Class II bike lanes as well as sidewalks are located along US 50 near the intersection with Tahoe Keys Boulevard. A permanent bike map showing the nearby bicycle routes is posted at the intersection of Tahoe Keys Boulevard and Venice Drive just below the northbound stop sign. Sidewalk coverage is intermittent, with segments of paved pedestrian access near intersections and unpaved paths along sections of Venice Drive East and Tahoe Keys Boulevard (LSC Transportation Consultants, Inc. 2026).

## 4.17.2 Regulatory Setting

### State

#### Senate Bill 743

SB 743, passed in 2013, required the Governor's Office of Planning and Research to develop new State CEQA Guidelines that address traffic metrics under CEQA. As stated in the legislation, upon adoption of the new guidelines, "automobile delay, as described solely by level of service (LOS) or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment pursuant to this division, except in locations specifically identified in the guidelines, if any."

These updates indicated that VMT would be the primary metric used to identify transportation impacts. State CEQA Guidelines Section 15064.3 was added on December 28, 2018, to further address that the significance of transportation impacts should be determined based on VMT instead of congestion (such as level of service [LOS]). The updated State CEQA Guidelines were approved, and lead agencies had an opt-in period until July 1, 2020, to implement the updated guidelines regarding VMT. As of July 1, 2020, implementation of Section 15064.3 of the updated CEQA Guidelines apply statewide.

### Local

#### TRPA Regional Plan and Code of Ordinances

The TRPA regulates land use and transportation throughout the Lake Tahoe Basin. TRPA's Regional Plan and Code of Ordinances require that all projects be consistent with regional transportation, air quality, and scenic quality thresholds.

The TRPA 2025 Regional Transportation Plan (TRPA 2025b) provides guidance for multimodal transportation network buildout. The plan encourages actions that reduce reliance on private vehicles, support walkable and transit-oriented communities, and meet TRPA's environmental threshold carrying capacities. Key objectives include:

- Reducing regional VMT and improving air quality through expanded transit service.

- Implementing bicycle and pedestrian facilities to enhance active transportation connectivity.
- Managing parking and roadway operations to support the environmental and scenic goals of the basin.

Projects located within TRPA's jurisdiction must demonstrate consistency with the 2025 Regional Transportation Plan, applicable transportation thresholds, and TRPA Code Chapter 90 (Transportation), which governs roadway improvements, transit service, and transportation demand management requirements.

On August 26, 2024, TRPA provided updated guidance for the assessment of Project-generated VMT within its jurisdiction. Per the updated guidance, VMT analysis is conducted on an annual average daily basis, reflecting the standard for overall greenhouse gas emissions. VMT for each existing and proposed land use is calculated by multiplying peak day trip generation by a peak day-to-average annual daily factor to get average annual daily trips. Next, the average annual daily trips are multiplied by the zone's average trip length to obtain daily VMT. Per TRPA standards, the annual daily trips are multiplied by the average trip length within the Tahoe Basin, as TRPA only regulates VMT within the Tahoe Basin.

### City of South Lake Tahoe General Plan – Transportation and Circulation Element

The Transportation and Circulation Element of the City of South Lake Tahoe General Plan establishes policies for the local transportation system. Relevant goals include improving public transit and non-motorized travel options, maintaining safe and efficient vehicular circulation, and coordinating transportation planning with TRPA regional objectives. The following goals and policies would help in improving transportation within the City (City of South Lake Tahoe 2011).

- Policy TC-1.1: Overall Street Design**.** The City shall develop: all arterial streets to provide infrastructure for vehicles, transit, bicycles, and pedestrians; all collector streets to provide at a minimum infrastructure for vehicles, transit, bicycles and pedestrians; and local streets to provide adequate shared infrastructure for vehicles, bicycles, and pedestrians. The City shall develop a network of routes along collector and local streets for pedestrians and bicyclists.
- Policy TC-3.6: Bicycle Parking and Storage. The City shall require new multi-family residential and commercial properties to provide accommodations for bicycle parking.
- Policy TC-3.12: Bicycle Parking and Storage. The City shall provide bike racks and bike storage at all public building, parks, and recreation areas, and shall require bicycle racks or lockers for significant new private development projects or substantial additions.
- Policy TC-3.14: Pedestrian-Friendly Districts. The City shall create a pedestrian-friendly, village atmosphere within the Valley and Stateline community plan areas.
- Policy TC-3.18: Commercial Building Access. The City shall facilitate pedestrian access to commercial buildings by requiring building entries to be oriented towards sidewalks or walkways.

The General Plan classifies Tahoe Keys Boulevard and Venice Drive East as collector streets, designed to provide local circulation and access to residential, commercial, and recreational areas while connecting

to US 50 and SR 89. Projects must be consistent with City roadway classifications, design standards, and multimodal goals outlined in the General Plan.

### 4.17.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? | Less Than Significant Impact |
| b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)? | Less Than Significant Impact |
| c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | Less Than Significant Impact |
| d) Result in inadequate emergency access? | Less Than Significant Impact |

### 4.17.4 Answers to CEQA Checklist Questions

#### a) Would the Project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

**Less Than Significant Impact**

The Project would involve the modification/redevelopment of existing facilities within TKM to provide modernized marina facilities that would serve residents and visitors. As noted above, primary access to the Project area would occur along Venice Drive East and Tahoe Keys Boulevard. These roadways are classified as collector streets under the City of South Lake Tahoe General Plan and provide local circulation to residential, commercial, and recreational uses, with regional access via US 50 and SR 89.

The Project would provide features to reduce vehicle trips and to promote non-motorized transportation. Transportation features include:

- Non-Motorized Vehicle Accessibility. The facility would include bicycle racks for visitors. In addition, the facility would also include racks for kayaks, adjacent to the promenade and accessible to all visitors.
- Sidewalks, Walking Paths, and Greenery. The redevelopment would be designed to encourage walking, with benches, green spaces, trees, appropriate lighting, and signage.
- Housing. The redevelopment would reconstruct employee housing on-site to maintain/reduce employee trips.

According to the Tahoe Keys Marina Redevelopment Transportation Analysis (LSC Transportation Consultants, Inc. 2026), the Project would generate approximately 1,839 daily vehicle trips, which would represent an increase of 175 daily vehicle trips compared to existing conditions. Morning peak-hour trips would remain unchanged, and evening peak-hour trips would increase by 37. Taking into

consideration trip capture and what uses associated with the Project would generate vehicle trips, daily VMT is anticipated to increase by 218, which would be below the low-VMT screening criteria established by TRPA of 715 daily VMT (LSC Transportation Consultants, Inc. 2026). As the Project would not exceed the low-VMT screening threshold, it would not conflict with TRPA or City of South Lake Tahoe plans, policies, or regulations (including the Regional Transportation Plan) as it would not represent a substantial increase in daily VMT.

With respect to alternative transportation (i.e., bicycle, transit, pedestrian), the Project would not modify existing facilities in the vicinity of the Project area (i.e., local roadways). Bike lanes are present along Tahoe Keys Boulevard and Venice Drive East and are noted in the General Plan as Class II bike lanes; however, because the bike lanes do not include designated striping to separate the vehicle and bike lanes, these bike lanes are considered Class III (i.e., shared facilities). No public transit routes currently serve the site; however, the Project would not impede or alter existing or planned transit services. The Project may temporarily disrupt full access to bike lanes on Venice Drive East during construction; however, these impacts would be temporary and at least 1 lane of travel would be maintained at all times.

The Project would also provide additional on-site bicycle parking and an updated promenade within which local residents and visitors could walk through the Project area. This would be consistent with the 2025 Regional Transportation Plan's objective regarding enhancing bicycle and pedestrian facilities to encourage alternative transportation. In addition, the Project would internalize and provide additional landscaping around the Project's parking facilities, which would be consistent with the 2025 Regional Plan's objective to manage parking operations to support scenic goals of the Tahoe Basin.

As the Project would not modify or reduce existing pedestrian or bicycle facilities along Tahoe Keys Boulevard and Venice Drive East, it would be consistent with the City's General Plan goals and Policy TC-1.1 related to the provision and maintenance of complete streets that allow for walking, cycling, and driving. As noted above, additional pedestrian and bicycle facilities would be provided within the Project area, which would be consistent with City General Plan policies TC-3.6, TC-3.12, and TC-3.14. As a result, the Project would be considered to be consistent with existing local and regional policies related to the provision and maintenance of alternative transportation and would not represent a conflict with plans, policies, or regulations related to alternative transportation. Impacts would be less than significant. No mitigation is required.

### b) Would the Project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

#### Less Than Significant Impact

During construction, daily worker commute would generate additional vehicle trips over the 2-year construction period. However, these trips would be temporary and cease upon completion of construction. Further, as the Project would involve modernization of existing marina facilities, it is not anticipated to induce further construction near the Project area. As a result, the Project would have a less than significant temporary impact on VMT during construction.

With respect to operation and as noted above, the Project would generate 218 additional VMT per day, which would be less than TRPA's low-VMT screening criteria. As the Project would not exceed screening criteria, it would not be considered in conflict or inconsistent with CEQA Guidelines 15064.3 subdivision (b) related to the generation of VMT. Impacts would be less than significant, and no mitigation is required.

### c) Would the Project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

**Less than Significant Impact**

Vehicle access to the Project area would continue via Venice Drive East, which provides adequate sight distance and geometric design consistent with City roadway standards. No new roadways, intersections, or modifications to existing street alignments are proposed that would alter existing circulation patterns or introduce incompatible uses. Construction of the Project may create temporary modified traffic patterns for trenching to install a water line connection from the Project area to local utility lines located in the vicinity. Temporary lane closures may occur during construction along Venice Drive East and Tahoe Keys Boulevard; however, access for emergency vehicles and at least 1 lane of traffic would be maintained at all times in coordination with the South Lake Tahoe Fire Rescue and Public Works Department. The Project would not permanently modify roadway geometry, intersection control, or bicycle/pedestrian facilities in a manner that would increase operational hazards. Therefore, impacts related to geometric design features or incompatible uses would be less than significant, and no mitigation is required.

### d) Would the Project result in inadequate emergency access?

**Less Than Significant Impact**

Emergency vehicle access would be maintained via Venice Drive East and Tahoe Keys Boulevard, which are designated collector roadways capable of accommodating emergency response vehicles. The proposed site layout includes drive aisles, parking configurations, and turnaround areas designed to meet South Lake Tahoe Fire Rescue and California Fire Code access requirements.

During construction, temporary lane closures may occur along adjacent roadways; however, access for emergency vehicles would be maintained in coordination with the South Lake Tahoe Fire Rescue and Public Works Department and in accordance with Chapter 33 of the California Fire Code, which requires that fire apparatus access must be maintained at all times.

Through compliance with applicable fire and access requirements, the Project would not result in the provision of inadequate emergency access during construction or operation, and impacts would be less than significant. No mitigation is required.

## 4.18 Tribal Cultural Resources

### 4.18.1 Environmental Setting

As of the mid-1800s, the Washoe inhabited the region of the Project area. A Hokan-speaking hunting and gathering group, the Washoe inhabited the chain of valleys along the eastern slope of the Sierra Nevada, from Honey Lake to Antelope Valley. The Pine Nut Mountains and the Virginia Range formed the eastern boundary of Washoe territory, while the western boundary extended several miles beyond the Sierra crest.

A great deal of information has been written about Washoe land use in the Tahoe Basin and their use of the region's resources. Lake Tahoe is the center of the Washoe world, both geographically and socially. Legendary and mythological associations to places within the basin are common. Semi-sedentism and higher population densities are reported and may have developed in conjunction with their residential and subsistence resource stability.

#### Native American Consultation

In accordance with AB 52, as identified in the PRC Section 21080.3.1(b)(2) of CEQA and Section 106 of the National Historic Preservation Act, Native American tribes identified by the NAHC must be invited to consult on projects. Section 106, 33 CFR Part 325 and the USACE Tribal Consultation Policy specify tribal consultation will be directed by the USACE under the guidance of a Tribal Liaison. The environmental review, consultation, and any other actions required by applicable federal environmental laws for this Project are being, or have been, carried out by USACE under Section 106, 33 CFR Part 325.

On April 11, 2025, the NAHC provided a record search of the Sacred Lands File for the Project area and a contact list for regional tribes that may have knowledge of cultural or tribal resources within or immediately adjacent to the Project area. The City provided additional contacts for 2 additional regional tribes that may have knowledge of cultural or tribal resources within or immediately adjacent to the Project area. In all, 4 tribes were contacted as part of the CEQA process and in accordance with CEQA requirements. Inquiry letters were mailed and emailed to the tribes identified by the NAHC on April 25, 2025. Two tribes, the United Auburn Indian Community of the Auburn Rancheria and the Wilton Rancheria responded. The United Auburn Indian Community subsequently deferred consultation responsibilities to the Washoe Tribe, which did not provide a response. The Wilton Rancheria declined consultation. Follow-up phone calls were made on May 27, 2025. Tribal consultation for the purposes of compliance with AB 52 was concluded after a response period elapsed for the remaining tribes (NCE 2025c).

### 4.18.2 Regulatory Setting

#### State

##### California Environmental Quality Act

CEQA requires public agencies to consider the effects of their actions on "[T]ribal cultural resources." PRC Section 21084.2 establishes that "[a] project with an effect that may cause a substantial adverse

change in the significance of a [T]ribal cultural resource is a project that may have a significant effect on the environment." PRC Section 21074 states:

a) "Tribal cultural resources" are either of the following:

    1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe that are either of the following:

        A) Included or determined to be eligible for inclusion in the CRHR.

        B) Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.

    2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American Tribe.

b) A cultural landscape that meets the criteria of subdivision (a) is a Tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.

c) A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a "nonunique archaeological resource" as defined in subdivision (h) of Section 21083.2 may also be a Tribal cultural resource if it conforms with the criteria of subdivision (a).

AB 52, signed by the California Governor in September of 2014, established a new class of resources under CEQA: "[T]ribal cultural resources," defined in PRC Section 21074. Pursuant to CEQA requirements, lead agencies undertaking CEQA review must, upon written request of a California Native American Tribe, begin consultation before the release of an EIR, negative declaration, or mitigated negative declaration.

### 4.18.3 CEQA Checklist Summary

| CEQA Question | Impact Determination |
|---|---|
| a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:<br>i. Listed or eligible for listing in California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or | Less Than Significant Impact |
| ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. | Less Than Significant Impact |

### 4.18.4 Answers to CEQA Checklist Questions

**Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**

**i. Listed or eligible for listing in California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?**

**Less Than Significant Impact**

As noted above in Section 4.5 (Cultural Resources), an investigation of both cultural and tribal cultural resources was conducted to locate, describe, and evaluate tribal cultural resources that may be present within the APE. The APE has experienced significant previous disturbance (e.g., construction of the Tahoe Keys development from dredged fill and urban development). Based on the results of the records search conducted at the North Central Information Center, the NAHC Sacred Lands File, and responses received from the tribes in the area, no tribal cultural resources were identified (NCE 2025c).

While there is some potential for buried prehistoric deposits, the likelihood of encountering resources during ground disturbance is considered low due to the results of the investigations conducted within the APE and because much of the Project area is highly disturbed. Therefore, due to historic disturbance within the Project area, the limited ground disturbance in the area, and available information regarding the lack of resources within the Project area, the Project is not anticipated to result in a substantial adverse change in the significance of any site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe. Impacts would be less than significant, and no mitigation is required.

**ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?**

**Less Than Significant Impact**

As previously discussed, the Project area is highly disturbed, and no evidence of potential tribal cultural resources was found through records search information or provided by the tribes. As a result, the potential for tribal cultural resources to be identified within the Project area is considered minimal, and no resources are known to be present. While there is some potential for deeply buried prehistoric deposits below the dredged fill of the Tahoe Keys development, the likelihood of encountering intact archaeological resources during ground disturbance is considered low due to the previous disturbance of the Project area and lack of recorded resources. Impacts would be less than significant impact, and no mitigation is required.

## 4.19 Utilities and Service Systems

### 4.19.1 Environmental Setting

#### Water and Wastewater

The Project area overlies the TVS Groundwater Subbasin (California Department of Water Resources 2018). The subbasin is managed by the STPUD. Groundwater from the TVS is the primary source of water for the area (Kennedy Jenks 2021). Water service is currently provided to the Project area by the Tahoe Keys Property Owners Association water company through a connection at the western edge of the existing marina.

Sewage collection and treatment is provided in the vicinity of the Project area by STPUD. The Sanitary Sewer Collection System includes 312 miles of sewer gravity main, 106 miles of sewer laterals, 20 miles of pressurized sewer transmission lines; and 43 pump stations to convey all the wastewater to the wastewater treatment plant. All secondary treated effluent is exported 30 miles to Alpine County for agricultural use (STPUD 2020). Sewage is conveyed away from the Project area via an existing 8-inch diameter cast-in-place sewage pipe connected to STPUD wastewater infrastructure.

#### Electricity and Natural Gas

Electricity is provided to the area by Liberty Utilities and natural gas is provided by Southwest Gas. Electrical is provided to the site from 4 Liberty Utilities transformers located in various positions both within and outside of the Project area.

#### Telecommunications

Telecommunication services are provided by a number of companies, including AT&T and Charter. These companies provide television, internet, and telephone services to the residences and other buildings in the vicinity of the Project area through aboveground infrastructure.

#### Storm Water Drainage

Existing stormwater drainage structures in the Project area are limited to localized catch basins and storm drain pipe, gravel swales and infiltration trenches, and the vegetated wet basin. All stormwater within the Project area is conveyed to on-site catch basins, swales, or basins which eventually drain into the lagoon.

#### Solid Waste

South Tahoe Refuse is under contract with the City to collect solid waste from City households and businesses as well as to process and transfer all solid waste for disposal or recycling. South Tahoe Refuse's main facility, which consists of a transfer station, materials recovery facility, and the Tahoe Basin Container Service, has a total permitted capacity of 370 tons per day, but currently receives 200 to 250 tons per day. Solid waste is transported to Lockwood Regional Landfill (a Class I landfill) in Storey County, Nevada, which receives approximately 5,000 tons per day and has an estimated closure date of 2050 (Nevada Division of Environmental Protection 2009).

### 4.19.2 Regulatory Setting

#### State

##### California Fire Code

The 2022 California Fire Code, which is codified as Part 9 of Title 24 of the California Code of Regulations, incorporates by adoption the 2021 International Fire Code and contains regulations related to construction, maintenance, and use of buildings. Topics addressed in the California Fire Code include fire department access, fire hydrants, automatic sprinkler systems, fire alarm systems, fire and explosion hazards safety, hazardous materials storage and use, provisions intended to protect and assist fire responders, industrial processes, and other general and specialized fire-safety requirements for new and existing buildings and the surrounding premises. The California Fire Code contains specialized technical regulations related to fire and life safety. The California Building Standards Code, including the California Fire Code, is revised and published every three years by the California Building Standards Commission.

##### California Integrated Waste Management Act

The California Integrated Waste Management Act (CIWMA or Assembly Bill [AB] 939) of 1989 created the California Integrated Waste Management Board, now known as CalRecycle. CalRecycle is the agency designated to oversee, manage, and track California's 92 million tons of waste generated each year. AB 939 requires each jurisdiction to divert 50% of its solid waste from being disposed in landfills, and was supplemented by AB 341 which establishes a statewide policy of 75% diversion. CalRecycle provides grants and loans to help cities, counties, businesses, and organizations meet the State's waste reduction, reuse, and recycling goals. CalRecycle promotes a sustainable environment in which these resources are not wasted but can be reused or recycled. In addition to many programs and incentives, CalRecycle promotes the use of new technologies to divert resources away from landfills. CalRecycle is responsible for ensuring that waste management programs are carried out primarily through local enforcement agencies.

##### California Building Energy Efficiency Standards (Title 24)

Energy consumption of new buildings in California is regulated by State Building Energy Efficiency Standards contained in Title 24 of the California Code of Regulations, Part 2, Chapter 2-53. Title 24 applies to all new construction of both residential and nonresidential buildings, and regulates energy consumed for heating, cooling, ventilation, water heating, and lighting. Current Building Energy Efficiency Standards have improved efficiency requirements from previous codes and the updated standards are expected to result in a statewide energy consumption reduction. Title 24 establishes mandatory minimum green building standards as well as more stringent voluntary measures, which are known as Tier 1 and Tier 2 measures, respectively. Cities and counties, at their discretion, may adopt Tier 1 or Tier 2 as mandatory, or adopt and enforce other standards that are more stringent than Title 24.

Where a local jurisdiction has not adopted a more stringent construction and demolition (C&D) ordinance, construction activities are required to implement Section 5.408 of the Part 11 of Title 24. Under Title 24, Part 11, Section 5.408, construction activities are required to recycle and/or salvage for reuse a minimum of 65 percent of their nonhazardous C&D waste. Applicable projects are required to

prepare and implement a Construction Waste Management Plan, which is submitted to the local jurisdiction before issuance of building permits. The City of South Lake Tahoe does not currently have an adopted C&D waste management ordinance that is more stringent than Title 24 requirements.

### Regional

#### Tahoe Regional Planning Agency

The TRPA Code of Ordinances includes requirements for basic water, wastewater, and electrical services in Chapter 32. Section 32.4 of the Code contains a basic water service requirement for projects proposing a new structure, reconstruction, or expansion of an existing structure, designed or intended for human occupancy, specifically directing that such projects shall have adequate water rights and water supply systems. If the local fire district has not adopted fire flow standards, Section 32.4.2 of the Code identifies minimum adequate fire flows based on land use type within the Tahoe Basin.

Section 32.5 of the Code specifically directs that such projects that would generate wastewater shall be served by facilities for the treatment and export of wastewater from the Tahoe Basin. To be considered served, a service connection shall be required to transport wastewater from the parcel to a treatment plant. Section 32.6 of the Code requires that adequate electrical supply shall be served to structures intended for human occupancy.

## 4.19.3 CEQA Checklist Summary

Would the Project:

| CEQA Question | Impact Determination |
|---|---|
| a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects? | Less Than Significant Impact |
| b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years? | Less Than Significant Impact |
| c) Result in a determination by the waste water treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments? | Less Than Significant Impact |
| d) Generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? | Less Than Significant Impact |
| e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? | Less Than Significant Impact |

## 4.19.4 Answers to CEQA Checklist Questions

**a) Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or**

**telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

**Less Than Significant Impact**

### Water

While the Project area currently receives water service from the Tahoe Keys Property Owners Association water company, water service and connection would either continue to be provided by the water company via existing infrastructure along the Project area perimeter or be transferred to STPUD as part of the Project. Water service would either be provided to the Project area via a new connection to existing Tahoe Keys Property Owners Association infrastructure in the area or, as an option, to STPUD via an existing water main located just northwest of the intersection of Tahoe Keys Boulevard and Michaels Street, within the Tahoe Keys Boulevard right-of-way. A connection to this main would be established by trenching along Tahoe Keys Boulevard and Venice Drive East.

As discussed in Section 4.10 (Hydrology and Water Quality), STPUD water supply is derived from groundwater within the South Tahoe Subbasin. STPUD's 2005 Groundwater Management Plan established a safe pumping yield of 9,528 acre-feet per year (AFY). Historical and current groundwater demand remains below this value and has generally declined since 2007. Following the adoption of the Sustainable Groundwater Management Act (SGMA), STPUD has incorporated updated sustainability criteria consistent with SGMA requirements. The established sustainable yield as defined by SGMA must not exceed the basin's average annual recharge, which was approximately 39,000 AFY between 1983 and 2015. The total available groundwater for extraction in the Tahoe South Subbasin, which the Project area overlies, is estimated at 32,050 AFY. STPUDs groundwater extraction remains well below these levels, ranging between 5,886 and 6,432 AFY (Kennedy Jenks 2021). While the Project would increase the square footage of on-site facilities, much of this would be associated with storage of watercraft that has little to no water demand. In general and taking into consideration the efficiency of the proposed on-site buildings, the Project would result in a minor increase in water demand relative to existing uses and remaining regional supply capacity. As noted above, the Project has already received a will serve letter from the Tahoe Keys Property Owners Association, indicating that adequate water and water service are available to the Project (Tahoe Keys Property Owners Association 2025). Therefore, the Project's water needs can be accommodated without affecting STPUD infrastructure beyond the planned installation of a connection to an existing water main as part of the Project. Impacts associated with the construction of the optional connection to STPUD infrastructure are addressed throughout this document, including trenching within and repaving of Tahoe Keys Boulevard and Venice Drive East. Impacts would be less than significant, and no mitigation is required.

### Wastewater

Wastewater is conveyed from the site to the STPUD Sanitary Sewer Collection System. The permitted wet-weather flow into the STPUD wastewater plant is 18.5 million gallons per day (MGD). The peak season for the marina is summer, and normal dry-weather flow to the wastewater plant is 4 MGD (STPUD 2020). Taking into consideration a potential peaking factor of 3, the existing plant has a remaining capacity for more than 2 MGD of normal dry-weather flow. Although the Project proposes to

increase commercial, retail, and restaurant space that may require sewer service, the Project would not result in inadequate capacity within STPUD Sanitary Sewer Collection System such that new or modified facilities would be necessary per a will-serve letter issued by STPUD on December 10, 2025 (STPUD 2025a). Based on STPUD estimated flow calculations for the project, existing infrastructure has adequate capacity to provide sewer service for the Project. As a result, impacts would be less than significant, and no mitigation is required.

### Stormwater

As discussed in detail in Section 4.10 (Hydrology and Water Quality), stormwater is currently and would continue to be treated within the Project area consistent with applicable federal, state, and local requirements (including TRPA). A SWPPP would be prepared and implemented upon Project approval, consistent with NPDES requirements and to comply with Lahontan RWQCB Tahoe Construction General Permit (Order No. R6T-2016-0010) related to stormwater control during construction. The SWPPP, consistent with the Construction General Permit, would identify and require temporary BMPs (e.g., tarping of any stockpiled materials or soil; use of silt fences, fiber rolls, dust control, tracking control, etc.) and permanent BMPs (e.g., structural containment, revegetation, stabilization) for use in all construction areas to reduce or eliminate the discharge of soil, surface water runoff, and pollutants during all excavation, grading, trenching, repaving, or other ground-disturbing activities. The Project would also comply with the South Lake Tahoe City Code Chapter 7.20: Grading, Erosion, and Sediment Control. Through compliance with existing regulations, including the Clean Water Act, TRPA Code, NPDES requirements, and the South Lake Tahoe City Code, the Project would improve stormwater capture systems within the Project area, compared to existing site conditions, including the provision of an underground infiltration basin, landscaping, and permeable pavement. No significant impacts would occur, and no mitigation is required.

### Electricity, Natural Gas, and Telecommunications

The Project area, which is fully developed, currently receives electricity from Liberty Utilities transformers located on and surrounding the Project area and natural gas from Southwest Gas via existing underground lines. The Project area also hosts a cell tower that would be retained in its current location. Because the site already functions as an active marina with connections to electrical and natural gas utilities and taking into consideration that the Project would provide more efficient fixtures, the need for expanded electricity, natural gas, and/or telecommunications infrastructure is not anticipated. Impacts would be less than significant, and no mitigation is required.

## b) Would the Project have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?

**Less Than Significant Impact**

As discussed above, groundwater is the primary source of water for most communities in the Lake Tahoe Basin, and recent data indicate that groundwater levels have remained stable, suggesting that adequate water supplies are available (STPUD 2019). Furthermore, the STPUD Urban Groundwater Management Plan predicts approximately 29,472 AFY available for use, without causing over-extraction

of the South Tahoe Subbasin, while existing demand ranges from 5,886 and 6,432 AFY (Kennedy Jenks 2021). As the Project would result in a minor increase in water demand relative to regional supply capacity, Tahoe Keys Property Owners Association anticipates that it has adequate capacity to serve the Project and reasonably foreseeable future development (Tahoe Keys Property Owners Association 2025). Therefore, the Project would have a less than significant impact, and no mitigation is required.

### c) Would the Project result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?

**Less Than Significant Impact**

The Project area is currently served by STPUD, and no new connection is required. Further, as noted above with respect to the need for new or expanded wastewater infrastructure, the Project is not anticipated to exceed the capacity of existing wastewater collection and treatment infrastructure, including the STPUD wastewater plant. Further, the Project would be required to comply with the requirements of the California Green Building Code including low-flow toilets and other water-efficient fixtures to achieve a 20 percent reduction in indoor water use. With respect to wastewater from boats and as noted above, the Project is not anticipated to increase boat usage in the area but rather provide modernized and improved boat storage facilities within the Project area. Wastewater from boats would continue to be collected at existing pump out stations in the area, including Tahoe Keys Marina, Zephyr Cove Marina, Homewood Marina, North Tahoe Marina, and Obexer's Marina. Therefore, the Project would have a less than significant impact on the existing wastewater treatment system, and no mitigation is required.

### d) Would the Project generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

**Less Than Significant Impact**

Demolition and construction activities associated with the Project would generate solid waste requiring disposal at area landfills. Waste generated during Project construction would include vegetation debris, concrete, wood, and other building materials. Construction and demolition (C&D) waste would be generated by construction of the Project. In accordance with Section 5.408 of the CALGreen Code (Part 11 of Title 24), the Project would implement a Construction Waste Management Plan for recycling and/or salvaging for reuse of a minimum of 65 percent of C&D debris generated during Project construction.

Operation of the Project may increase solid waste output from the Project area compared to existing conditions. However, this would not impair the attainment of solid waste reduction goals. The Project area is already served by South Tahoe Refuse and would continue to utilize solid waste collection services during Project operation. Additionally, the Lockwood Regional Landfill, which would likely receive solid waste generated by the Project, has a projected closure date in 2050 with an average daily throughput of 5,000 tons per day (Nevada Division of Environmental Protection 2009). Any solid waste

generated by the Project would likely only be a relatively small increase over existing conditions. Based on the projected closure date of the nearby landfill, adequate capacity is considered to be available for the Project. Therefore, the Project would have a less than significant impact, and no mitigation is required.

### e) Would the Project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

**Less Than Significant Impact**

Waste generation from construction would be temporary and would not reduce available capacities at existing landfills, including Lockwood Regional Landfill. Disposal of construction waste would comply with federal, state, and local statutes and regulations related to solid waste. Future waste from residential use would be separated into waste, recyclables, and compost per AB 1826. Further, the City in partnership with South Tahoe Refuse is working to comply with current and applicable diversion requirements. In 2022, the City received a waiver from SB 1383, which requires 75% of all organic waste to be diverted. The City is currently working with El Dorado County and other cities within the County to ensure adherence to AB 341 waste diversion goal of 75% of all waste. As of 2018, the City of South Lake Tahoe has been achieving approximately 68% diversion (South Lake Tahoe Waste Management Authority 2018). Similar to existing conditions and in compliance with TRPA Policy PS-3.3 requiring garbage pick-up service in the Tahoe Basin, the Project area would continue to have solid waste collected provided by South Tahoe Refuse. Because the Project would be served by South Tahoe Refuse, the Project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste. Therefore, the Project would have a less than significant impact, and no mitigation is required.

## 4.20 Wildfire

### 4.20.1 Environmental Setting

CAL FIRE designates fire hazard severity zones for areas under State jurisdiction. For areas under local jurisdiction, CAL FIRE identifies areas that they consider to be Very High FHSZs; the local jurisdiction must choose whether to adopt the CAL FIRE recommendations. The City has adopted the recommended local designation of Very High FHSZ (City of South Lake Tahoe 2022a); the vast majority of the City is identified as a Very High FHSZ (CAL FIRE 2025). Within the Project area, there is a mix of Moderate, High, and Very High FHSZs, and fire hazard severity trends higher from west to east (CAL FIRE 2025).

As noted above, the Project area is developed but has some vegetation along the perimeter, in the existing stormwater basin, and within landscaped areas. There are 3 existing wood frame buildings on-site, located within the northern portion of the Project area.

### 4.20.2 Regulatory Setting

#### State

##### Title 24 Regulations

The Office of the State Fire Marshal is responsible for promulgating regulations that promote fire and life safety for inclusion into the state building codes including the CBC, California Fire Code, California Electrical Code, California Mechanical Code, California Plumbing Code and California Historical Building Code. These documents are also referred to as California Code of Regulations, Title 24. The Office of the State Fire Marshal works with local government, fire officials, building officials and the private sector to develop fire and life safety building standards addressing roof coverings, fire alarm systems, motion picture production facilities, hazardous materials, and organized camps. The Office of the State Fire Marshal also regulates the adoption of building standards in assembly, institutional, educational, and residential buildings, as well as high-rises and any building containing State employees.

#### Local

##### City of South Lake Tahoe General Plan – Health and Safety Element

This element provides the policy context for the City to achieve its vision for future health and safety. The following policies apply to the Project (City of South Lake Tahoe 2011):

- **Policy HS-2.1**: Fire Resistant Construction: The City shall require new, remodeled, and/or rehabilitated developments to be constructed using fire resistant materials, particularly roofing, and state-of-the-art fire prevention techniques.
- **Policy HS-2.2**: Fire-Safe Landscaping: The City shall require defensible space plans for all new and rehabilitated structures to conform to the principles of fire-safe landscaping, including incorporation of fire-resistant plants and strategic planting, to create defensible space.

- **Policy HS-2.3**: Defensible Landscaping Space Requirements: The City shall require property owners to maintain defensible space through annual landscaping maintenance, including the removal of dead/dying material and pruning/thinning of flammable vegetation.
- **Policy HS-2.5**: Fire Flow Requirements: The City shall require that all new construction meets the minimum fire flow requirements as set forth in the California Building and Fire Codes.

### 4.20.3 CEQA Checklist Summary

| CEQA Question | Impact Determination |
|---|---|
| a) Substantially impair an adopted emergency response plan or emergency evacuation plan? | Less Than Significant Impact |
| b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? | Less Than Significant Impact |
| c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? | Less Than Significant Impact |
| d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? | Less Than Significant Impact |

### 4.20.4 Answers to CEQA Checklist Questions

#### a) Would the Project substantially impair an adopted emergency response plan or emergency evacuation plan?

**Less Than Significant Impact**

The Project would involve redevelopment of existing marina facilities, and would not result in the modification of existing adjacent roadways or emergency access routes. Temporary roadway restrictions to Venice Drive East and Tahoe Keys Boulevard are anticipated as part of the Project due to the installation of utility line connections, however these roads would remain accessible during construction as discussed in Section 4.16.4 (Transportation).

The City has partnered with El Dorado County and the CodeRED emergency notification service to alert residents and business by telephone, cell, text, email, and social media when there is a threat to the health or safety of residents. The City encourages all residents to sign up for the notification. If there is a wildfire, the notification system will inform residents with directions on evacuation procedures, as necessary. As noted above in Section 4.9 (Hazards), the City has an approved emergency evacuation map for Tahoe Keys. As the Project would not modify existing emergency evacuation routes or plans and would participate in the CodeRED emergency notification service, the Project would not substantially impair implementation of the emergency evacuation plan for Tahoe Keys (refer to Section 4.9 [Hazards] above). Impacts would be less than significant, and no mitigation is required.

**b) Would the Project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?**

**Less Than Significant Impact**

Portions of the Project area are within a locally-designated Very High FHSZ (CAL FIRE 2025). The Project does not include construction on steep slopes, and existing vegetation would be removed and replaced with fire resistant landscaping consistent with the City's defensible space requirements. The Project would demolish existing structures on the site and replace existing tree and vegetation coverage that provides fuel for fires. Structures would be designed according to current City of South Lake Tahoe Code standards and California Building and Fire Codes which provide for more effective and efficient fire protection, such as automatic sprinkler systems and automatic smoke detection systems and fire-retardant roof coverings. In addition, Chapter 7A of California Building Code, which became effective in 2008, includes specific requirements related to the design and construction (including materials, such as fire-retardant wood and roofing materials) of new buildings within an area that may be subject to wildfire. Existing hydrants along Venice Drive East would be maintained, similar to existing conditions, and be available for fire suppression purposes, as necessary. The Project area is generally surrounded by fire breaks afforded by the existing marina and Venice Drive East, which would further reduce wildfire risk. Further, the Project would replace outdated buildings and replace them with newly constructed buildings that are in compliance with the most current codes that require fire resistance measures (including Chapter 7A), and may alleviate current fire hazards on the site, such as buildings with out-of-date fire abatement measures and materials. As a result, the Project would not exacerbate wildfire risks in the vicinity. Therefore, the potential for residential exposure to possible pollutants and the uncontrolled spread of wildfire due to the Project would be less than significant. No mitigation is required.

**c) Would the Project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?**

**Less Than Significant Impact**

The Project includes the installation of three water storage tanks with a combined capacity of up to 500,000 gallons for the purpose of water storage and increased firefighting flow capacity within the Project area and vicinity. Additionally, and as part of the Project, existing electrical lines would be moved underground, which would further reduce fire risk compared to existing conditions. The Project requires no infrastructure that would exacerbate fire risk and would provide new connections to existing water infrastructure (either via Tahoe Keys Property Owners Association infrastructure or the STPUD 8" water main within Tahoe Keys Boulevard). Both of these connections are addressed as part of the Project and throughout this IS/MND. The Project would replace existing buildings originally constructed in the late 1960's and early 1970s with new construction built to current code requirements pertaining to fire prevention. Because the Project would improve firefighting capability of the marina and comply with

current fire codes for construction, the Project would not result in increased fire risk compared to existing conditions. Impacts would be less than significant. No mitigation is required.

### d) Would the Project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

#### Less Than Significant Impact

The Project area is located adjacent to Truckee Marsh and the marina lagoon and is flat and previously developed. The Project would construct new buildings to enhance marina functions and would involve grading parts of the Project area to construct the proposed structures. The Project would also replace and upgrade existing stormwater collection systems. If a fire were to occur, the location of the Project area at the low point in the watershed would preclude downslope hazards. New stormwater conveyance systems would be designed to meet the capacity as defined by applicable standards, and runoff would be treated on site. The Project area and adjacent areas are largely developed and/or flat with a gradual slope towards Lake Tahoe in the north and do not contain burn scars or steep terrain that would be subject to post-fire slope instability. As a result, the Project would not expose people or structures to significant risk, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Impacts would be less than significant, and no mitigation is required.

## 4.21 Mandatory Findings of Significance

### 4.21.1 CEQA Checklist Summary

| CEQA Question | Impact Determination |
|---|---|
| a) Does the Project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | Less Than Significant Impact with Mitigation Incorporated |
| b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, or the effects of probable future projects.) | Less Than Significant Impact |
| c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | Less Than Significant Impact with Mitigation Incorporated |

### 4.21.2 Answers to CEQA Mandatory Findings of Significance Questions

**a) Does the Project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

#### Less Than Significant Impact with Mitigation Incorporated

As discussed in Section 4.4 (Biological Resources), Project construction could impact protected migratory bird species during breeding and nesting season and other special status species with potential to occur. However, with implementation of **Mitigation Measures BIO-1** through **BIO-5**, and compliance with permit conditions, impacts would be reduced to less than significant levels. The quality and functions of biological resources in the Project area would not change substantially with implementation of the Project. With implementation of the aforementioned mitigation measures, the construction and operation of facilities within the Project area would not substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; or substantially reduce the number or restrict the range of endangered, rare, or threatened species.

As discussed in Section 4.5 (Cultural Resources) and Section 4.18 (Tribal Cultural Resources), no historical, archaeological, or tribal cultural resources would be significantly impacted by the Project, and

no mitigation is required with respect to historic and prehistoric resources. With implementation of mitigation measures pertaining to biological resources, this impact would be less than significant.

### b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, or the effects of probable future projects.)?

#### Less Than Significant Impact

The Project would involve redevelopment of existing marina facilities, which are currently served by various municipal services and utilities. The Project would involve the construction and operation of multiple new buildings and facilities within a previously developed area, adjacent to residential, recreational, and commercial uses. Other projects located within the immediate vicinity of the Project are limited to utility modernization efforts to the west of the Project area. More specifically, the City is also lead agency under CEQA for the Well #4 Site Improvements and Waterline Upgrades Project, which would provide a 1,600 sf well building with separate restroom and a new 12-inch water line within Venice Drive and Tahoe Kyes Boulevard. Construction of the utility modernization project is expected to begin in March 2026 and December 2026, which could overlap with implementation of the Project.

For the most part, the Project would not be considered cumulatively considerable with other projects located in the area due to its relatively isolated location within the eastern portion of the Tahoe Keys development. Further, the Project (as demonstrated above) would not result in an exceedance for any criteria air pollutant for which the region is in non-attainment; therefore, there would be no cumulatively considerable net increase in criteria pollutants or GHGs. The Project would also not contribute to a significant loss of cultural or biological resources, decrease in water quality, or degradation of regional VMT.

With respect to construction noise, it is possible that residents located east of Tahoe Keys Boulevard and west of the marina lagoon may perceive construction noise from both the Project and the aforementioned cumulative project. However, due to the approximate distance between the 2 construction sites (850 feet), intervening structures and vegetation, and noise attenuation over distance, construction noise associated with the 2 projects is not considered additive or cumulatively considerable. Therefore, the Project would not result in impacts that are individually limited but cumulatively considerable.

### c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

#### Less Than Significant Impact with Mitigation Incorporated

As discussed in Section 3.9 (Hazards and Hazardous Materials), the Project has the potential to result in adverse effects on human beings related to hazardous materials during construction should contaminated soils be encountered upon removal of existing on-site buildings. With implementation of mitigation measures committed to by the lead agency (**Mitigation Measure HAZ-1**), impacts from the Project related to the risk of an accidental release of hazardous substances that could adversely affect human health or the environment during construction would be reduced to a less than significant level.

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# 1. Basic Project Information

## 1.1. Basic Project Information

| Data Field | Value |
|---|---|
| Project Name | Tahoe Keys Marina redevelopment |
| Construction Start Date | 4/1/2027 |
| Operational Year | 2029 |
| Lead Agency | — |
| Land Use Scale | Project/site |
| Analysis Level for Defaults | County |
| Windspeed (m/s) | 2.70000 |
| Precipitation (days) | 44.8000 |
| Location | 38.93488773069947, -120.00233697278776 |
| County | El Dorado-Lake Tahoe |
| City | South Lake Tahoe |
| Air District | El Dorado County AQMD |
| Air Basin | Lake Tahoe |
| TAZ | 415 |
| EDFZ | 0-A |
| Electric Utility | Liberty Utilities |
| Gas Utility | — |
| App Version | 2022.1.1.39 |

## 1.2. Land Use Types

| Land Use Subtype | Size | Unit | Lot Acreage | Building Area (sq ft) | Landscape Area (sq ft) | Special Landscape Area (sq ft) | Population | Description |
|---|---|---|---|---|---|---|---|---|
| Racquet Club | 144.600 | 1000sqft | 3.31956 | 144,600 | 4,000.00 | — | — | — |

**1000**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Condo/Townhouse | 3.00000 | Dwelling Unit | 0.18750 | 3,180.00 | 0.00000 | — | 8.00000 | Workforce housing units to replace existing |

## 1.3. User-Selected Emission Reduction Measures by Emissions Sector

| Sector | # | Measure Title |
|---|---|---|
| Construction | C-2* | Limit Heavy-Duty Diesel Vehicle Idling |
| Construction | C-5 | Use Advanced Engine Tiers |
| Construction | C-8 | Use Renewable Diesel |
| Construction | C-10-A | Water Exposed Surfaces |
| Construction | C-10-B | Water Active Demolition Sites |
| Construction | C-10-C | Water Unpaved Construction Roads |
| Construction | C-11 | Limit Vehicle Speeds on Unpaved Roads |
| Construction | C-12 | Sweep Paved Roads |
| Transportation | T-34* | Provide Bike Parking |

* Qualitative or supporting measure. Emission reductions not included in the mitigated emissions results.

# 2. Emissions Summary

## 2.1. Construction Emissions Compared Against Thresholds

### Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Un/Mit. | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Unmit. | 3.14250 | 28.7760 | 1.18066 | 32.0485 | 33.2291 | 5,891.98 |
| Mit. | 0.63319 | 5.75466 | 0.10852 | 29.8947 | 29.9751 | 5,891.98 |
| % Reduced | 80% | 80% | 91% | 7% | 10% | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Unmit. | 32.8473 | 10.5841 | 0.34335 | 29.8947 | 30.2381 | 3,253.87 |
| Mit. | 32.3495 | 4.01051 | 0.08129 | 29.8947 | 29.9760 | 3,253.87 |

| | | | | | | |
|---|---|---|---|---|---|---|
| % Reduced | 2% | 62% | 76% | — | 1% | — |
| Average Daily (Max) | — | — | — | — | — | — |
| Unmit. | 5.78154 | 10.4627 | 0.40679 | 16.9705 | 17.1804 | 2,340.56 |
| Mit. | 5.69630 | 2.66478 | 0.05394 | 16.9705 | 17.0245 | 2,340.34 |
| % Reduced | 1% | 75% | 87% | — | 1% | < 0.5% |
| Annual (Max) | — | — | — | — | — | — |
| Unmit. | 1.05513 | 1.90945 | 0.07424 | 3.09712 | 3.13543 | 387.506 |
| Mit. | 1.03958 | 0.48632 | 0.00984 | 3.09712 | 3.10697 | 387.471 |
| % Reduced | 1% | 75% | 87% | — | 1% | < 0.5% |

## 2.2. Construction Emissions by Year

### 2.2.1. Total Construction Emissions by Year, Unmitigated

Includes both onsite and offsite emissions.

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Year | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily - Summer (Max) | — | — | — | — | — | — |
| 2027 | 3.14250 | 28.7760 | 1.18066 | 32.0485 | 33.2291 | 5,891.98 |
| 2028 | 1.29647 | 9.96462 | 0.30649 | 29.8947 | 30.2012 | 3,237.88 |
| Daily - Winter (Max) | — | — | — | — | — | — |
| 2027 | 1.35571 | 10.5841 | 0.34335 | 29.8947 | 30.2381 | 3,253.87 |
| 2028 | 32.8473 | 10.0276 | 0.30702 | 29.8947 | 30.2017 | 3,237.02 |
| 2029 | 32.8291 | 6.62516 | 0.21056 | 12.2921 | 12.5027 | 1,674.36 |
| Average Daily | — | — | — | — | — | — |
| 2027 | 1.18396 | 10.4627 | 0.40679 | 12.6377 | 13.0444 | 2,340.56 |
| 2028 | 4.69964 | 6.77470 | 0.20988 | 16.9705 | 17.1804 | 2,132.87 |
| 2029 | 5.78154 | 1.16525 | 0.03709 | 1.90245 | 1.93954 | 294.973 |
| Annual | — | — | — | — | — | — |
| 2027 | 0.21607 | 1.90945 | 0.07424 | 2.30637 | 2.38061 | 387.506 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2028 | 0.85768 | 1.23638 | 0.03830 | 3.09712 | 3.13543 | 353.120 |
| 2029 | 1.05513 | 0.21266 | 0.00677 | 0.34720 | 0.35397 | 48.8361 |

### 2.2.2. Onsite Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Year | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily - Summer (Max) | — | — | — | — | — | — |
| 2027 | 3.05170 | 27.9724 | 1.17173 | 19.6601 | 20.8318 | 5,316.00 |
| 2028 | 0.99143 | 8.92495 | 0.30024 | 0.00000 | 0.30024 | 2,405.68 |
| Daily - Winter (Max) | — | — | — | — | — | — |
| 2027 | 1.02988 | 9.39093 | 0.33657 | 0.00000 | 0.33657 | 2,405.30 |
| 2028 | 32.6962 | 8.92495 | 0.30024 | 0.00000 | 0.30024 | 2,405.68 |
| 2029 | 32.6823 | 6.52196 | 0.21056 | 0.00000 | 0.21056 | 1,488.41 |
| Average Daily | — | — | — | — | — | — |
| 2027 | 1.09377 | 9.95103 | 0.40226 | 4.09088 | 4.49314 | 1,978.43 |
| 2028 | 4.49483 | 6.12182 | 0.20615 | 0.00000 | 0.20615 | 1,613.61 |
| 2029 | 5.75619 | 1.14868 | 0.03709 | 0.00000 | 0.03709 | 262.147 |
| Annual | — | — | — | — | — | — |
| 2027 | 0.19961 | 1.81606 | 0.07341 | 0.74658 | 0.82000 | 327.551 |
| 2028 | 0.82031 | 1.11723 | 0.03762 | 0.00000 | 0.03762 | 267.152 |
| 2029 | 1.05050 | 0.20963 | 0.00677 | 0.00000 | 0.00677 | 43.4014 |

### 2.2.3. Offsite Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Year | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily - Summer (Max) | — | — | — | — | — | — |
| 2027 | 0.09080 | 1.24941 | 0.01432 | 14.9451 | 14.9595 | 847.200 |
| 2028 | 0.30504 | 1.03967 | 0.00625 | 29.8947 | 29.9010 | 832.200 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Daily - Winter (Max) | — | — | — | — | — | — |
| 2027 | 0.32584 | 1.19319 | 0.00678 | 29.8947 | 29.9015 | 848.566 |
| 2028 | 0.31540 | 1.10264 | 0.00678 | 29.8947 | 29.9015 | 831.339 |
| 2029 | 0.14681 | 0.10321 | 0.00000 | 12.2921 | 12.2921 | 185.951 |
| Average Daily | — | — | — | — | — | — |
| 2027 | 0.09019 | 0.51170 | 0.00452 | 8.54678 | 8.55130 | 362.129 |
| 2028 | 0.20481 | 0.65288 | 0.00373 | 16.9705 | 16.9743 | 519.253 |
| 2029 | 0.02535 | 0.01657 | 0.00000 | 1.90245 | 1.90245 | 32.8257 |
| Annual | — | — | — | — | — | — |
| 2027 | 0.01646 | 0.09339 | 0.00083 | 1.55979 | 1.56061 | 59.9546 |
| 2028 | 0.03738 | 0.11915 | 0.00068 | 3.09712 | 3.09780 | 85.9682 |
| 2029 | 0.00463 | 0.00302 | 0.00000 | 0.34720 | 0.34720 | 5.43467 |

### 2.2.4. Total Construction Emissions by Year, Mitigated

Includes both onsite and offsite emissions.

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Year | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily - Summer (Max) | — | — | — | — | — | — |
| 2027 | 0.58880 | 5.75466 | 0.10852 | 20.0558 | 20.1643 | 5,891.98 |
| 2028 | 0.63319 | 3.85402 | 0.08037 | 29.8947 | 29.9751 | 3,237.88 |
| Daily - Winter (Max) | — | — | — | — | — | — |
| 2027 | 0.65432 | 4.01051 | 0.08129 | 29.8947 | 29.9760 | 3,253.87 |
| 2028 | 32.3495 | 3.91699 | 0.08090 | 29.8947 | 29.9756 | 3,237.02 |
| 2029 | 32.3452 | 2.88499 | 0.05004 | 12.2921 | 12.3421 | 1,674.36 |
| Average Daily | — | — | — | — | — | — |
| 2027 | 0.29936 | 2.14105 | 0.04674 | 10.1695 | 10.2162 | 2,340.34 |
| 2028 | 4.24433 | 2.66478 | 0.05394 | 16.9705 | 17.0245 | 2,132.87 |
| 2029 | 5.69630 | 0.50651 | 0.00881 | 1.90245 | 1.91126 | 294.973 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Annual | — | — | — | — | — | — |
| 2027 | 0.05463 | 0.39074 | 0.00853 | 1.85593 | 1.86446 | 387.471 |
| 2028 | 0.77459 | 0.48632 | 0.00984 | 3.09712 | 3.10697 | 353.120 |
| 2029 | 1.03958 | 0.09244 | 0.00161 | 0.34720 | 0.34881 | 48.8361 |

### 2.2.5. Onsite Construction Emissions by Year, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Year | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily - Summer (Max) | — | — | — | — | — | — |
| 2027 | 0.49800 | 4.50525 | 0.09960 | 7.66744 | 7.76704 | 5,316.00 |
| 2028 | 0.32816 | 2.81436 | 0.07412 | 0.00000 | 0.07412 | 2,405.68 |
| Daily - Winter (Max) | — | — | — | — | — | — |
| 2027 | 0.32849 | 2.81733 | 0.07451 | 0.00000 | 0.07451 | 2,405.30 |
| 2028 | 32.1984 | 2.81436 | 0.07412 | 0.00000 | 0.07412 | 2,405.68 |
| 2029 | 32.1984 | 2.78178 | 0.05004 | 0.00000 | 0.05004 | 1,488.41 |
| Average Daily | — | — | — | — | — | — |
| 2027 | 0.20916 | 1.62935 | 0.04222 | 1.62269 | 1.66491 | 1,978.22 |
| 2028 | 4.03951 | 2.01190 | 0.05021 | 0.00000 | 0.05021 | 1,613.61 |
| 2029 | 5.67095 | 0.48994 | 0.00881 | 0.00000 | 0.00881 | 262.147 |
| Annual | — | — | — | — | — | — |
| 2027 | 0.03817 | 0.29736 | 0.00771 | 0.29614 | 0.30385 | 327.516 |
| 2028 | 0.73721 | 0.36717 | 0.00916 | 0.00000 | 0.00916 | 267.152 |
| 2029 | 1.03495 | 0.08941 | 0.00161 | 0.00000 | 0.00161 | 43.4014 |

### 2.2.6. Offsite Construction Emissions by Year, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Year | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily - Summer (Max) | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2027 | 0.09080 | 1.24941 | 0.01432 | 14.9451 | 14.9595 | 847.200 |
| 2028 | 0.30504 | 1.03967 | 0.00625 | 29.8947 | 29.9010 | 832.200 |
| Daily - Winter (Max) | — | — | — | — | — | — |
| 2027 | 0.32584 | 1.19319 | 0.00678 | 29.8947 | 29.9015 | 848.566 |
| 2028 | 0.31540 | 1.10264 | 0.00678 | 29.8947 | 29.9015 | 831.339 |
| 2029 | 0.14681 | 0.10321 | 0.00000 | 12.2921 | 12.2921 | 185.951 |
| Average Daily | — | — | — | — | — | — |
| 2027 | 0.09019 | 0.51170 | 0.00452 | 8.54678 | 8.55130 | 362.129 |
| 2028 | 0.20481 | 0.65288 | 0.00373 | 16.9705 | 16.9743 | 519.253 |
| 2029 | 0.02535 | 0.01657 | 0.00000 | 1.90245 | 1.90245 | 32.8257 |
| Annual | — | — | — | — | — | — |
| 2027 | 0.01646 | 0.09339 | 0.00083 | 1.55979 | 1.56061 | 59.9546 |
| 2028 | 0.03738 | 0.11915 | 0.00068 | 3.09712 | 3.09780 | 85.9682 |
| 2029 | 0.00463 | 0.00302 | 0.00000 | 0.34720 | 0.34720 | 5.43467 |

## 2.3. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Un/Mit. | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Unmit. | 5.97382 | 1.95588 | 0.13739 | 4.85739 | 4.99478 | 5,723.11 |
| Mit. | 5.97382 | 1.95588 | 0.13739 | 4.85739 | 4.99478 | 5,723.11 |
| % Reduced | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Unmit. | 5.99721 | 1.99440 | 0.13740 | 4.85739 | 4.99479 | 5,724.93 |
| Mit. | 5.99721 | 1.99440 | 0.13740 | 4.85739 | 4.99479 | 5,724.93 |
| % Reduced | — | — | — | — | — | — |
| Average Daily (Max) | — | — | — | — | — | — |
| Unmit. | 5.57044 | 1.95627 | 0.13293 | 4.27553 | 4.40845 | 5,713.87 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Mit. | 5.57044 | 1.95627 | 0.13293 | 4.27553 | 4.40845 | 5,713.87 |
| % Reduced | — | — | — | — | — | — |
| Annual (Max) | — | — | — | — | — | — |
| Unmit. | 1.01661 | 0.35702 | 0.02426 | 0.78028 | 0.80454 | 945.997 |
| Mit. | 1.01661 | 0.35702 | 0.02426 | 0.78028 | 0.80454 | 945.997 |
| % Reduced | — | — | — | — | — | — |

## 2.4. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Sector | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Mobile | 0.72809 | 0.27354 | 0.00234 | 4.85739 | 4.85973 | 202.983 |
| Area | 5.15614 | 0.05451 | 0.01125 | — | 0.01125 | 26.4111 |
| Energy | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 3,831.25 |
| Water | — | — | — | — | — | 103.240 |
| Waste | — | — | — | — | — | 1,558.51 |
| Refrig. | — | — | — | — | — | 0.71695 |
| Total | 5.97382 | 1.95588 | 0.13739 | 4.85739 | 4.99478 | 5,723.11 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Mobile | 0.74990 | 0.31174 | 0.00235 | 4.85739 | 4.85974 | 204.720 |
| Area | 5.15772 | 0.05484 | 0.01125 | — | 0.01125 | 26.4960 |
| Energy | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 3,831.25 |
| Water | — | — | — | — | — | 103.240 |
| Waste | — | — | — | — | — | 1,558.51 |
| Refrig. | — | — | — | — | — | 0.71695 |
| Total | 5.99721 | 1.99440 | 0.13740 | 4.85739 | 4.99479 | 5,724.93 |
| Average Daily | — | — | — | — | — | — |
| Mobile | 0.74086 | 0.29555 | 0.00235 | 4.27553 | 4.27787 | 204.228 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Area | 4.73998 | 0.03289 | 0.00678 | — | 0.00678 | 15.9283 |
| Energy | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 3,831.25 |
| Water | — | — | — | — | — | 103.240 |
| Waste | — | — | — | — | — | 1,558.51 |
| Refrig. | — | — | — | — | — | 0.71695 |
| Total | 5.57044 | 1.95627 | 0.13293 | 4.27553 | 4.40845 | 5,713.87 |
| Annual | — | — | — | — | — | — |
| Mobile | 0.13521 | 0.05394 | 0.00043 | 0.78028 | 0.78071 | 33.8123 |
| Area | 0.86505 | 0.00600 | 0.00124 | — | 0.00124 | 2.63712 |
| Energy | 0.01635 | 0.29708 | 0.02259 | — | 0.02259 | 634.307 |
| Water | — | — | — | — | — | 17.0926 |
| Waste | — | — | — | — | — | 258.029 |
| Refrig. | — | — | — | — | — | 0.11870 |
| Total | 1.01661 | 0.35702 | 0.02426 | 0.78028 | 0.80454 | 945.997 |

## 2.5. Operations Emissions by Sector, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Sector | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Mobile | 0.72809 | 0.27354 | 0.00234 | 4.85739 | 4.85973 | 202.983 |
| Area | 5.15614 | 0.05451 | 0.01125 | — | 0.01125 | 26.4111 |
| Energy | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 3,831.25 |
| Water | — | — | — | — | — | 103.240 |
| Waste | — | — | — | — | — | 1,558.51 |
| Refrig. | — | — | — | — | — | 0.71695 |
| Total | 5.97382 | 1.95588 | 0.13739 | 4.85739 | 4.99478 | 5,723.11 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Mobile | 0.74990 | 0.31174 | 0.00235 | 4.85739 | 4.85974 | 204.720 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Area | 5.15772 | 0.05484 | 0.01125 | — | 0.01125 | 26.4960 |
| Energy | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 3,831.25 |
| Water | — | — | — | — | — | 103.240 |
| Waste | — | — | — | — | — | 1,558.51 |
| Refrig. | — | — | — | — | — | 0.71695 |
| Total | 5.99721 | 1.99440 | 0.13740 | 4.85739 | 4.99479 | 5,724.93 |
| Average Daily | — | — | — | — | — | — |
| Mobile | 0.74086 | 0.29555 | 0.00235 | 4.27553 | 4.27787 | 204.228 |
| Area | 4.73998 | 0.03289 | 0.00678 | — | 0.00678 | 15.9283 |
| Energy | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 3,831.25 |
| Water | — | — | — | — | — | 103.240 |
| Waste | — | — | — | — | — | 1,558.51 |
| Refrig. | — | — | — | — | — | 0.71695 |
| Total | 5.57044 | 1.95627 | 0.13293 | 4.27553 | 4.40845 | 5,713.87 |
| Annual | — | — | — | — | — | — |
| Mobile | 0.13521 | 0.05394 | 0.00043 | 0.78028 | 0.78071 | 33.8123 |
| Area | 0.86505 | 0.00600 | 0.00124 | — | 0.00124 | 2.63712 |
| Energy | 0.01635 | 0.29708 | 0.02259 | — | 0.02259 | 634.307 |
| Water | — | — | — | — | — | 17.0926 |
| Waste | — | — | — | — | — | 258.029 |
| Refrig. | — | — | — | — | — | 0.11870 |
| Total | 1.01661 | 0.35702 | 0.02426 | 0.78028 | 0.80454 | 945.997 |

# 3. Construction Emissions Details

## 3.1. Demolition (2027)

### 3.1.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 2.21478 | 19.9005 | 0.79594 | — | 0.79594 | 3,438.66 |
| Demolition | — | — | — | 0.92527 | 0.92527 | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.26092 | 2.34445 | 0.09377 | — | 0.09377 | 405.102 |
| Demolition | — | — | — | 0.10900 | 0.10900 | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.04762 | 0.42786 | 0.01711 | — | 0.01711 | 67.0693 |
| Demolition | — | — | — | 0.01989 | 0.01989 | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.1.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Worker | 0.06792 | 0.04620 | 0.00000 | 5.65962 | 5.65962 | 88.5178 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.01855 | 1.20321 | 0.01432 | 9.28552 | 9.29984 | 758.682 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.00831 | 0.00628 | 0.00000 | 0.58591 | 0.58591 | 10.4335 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00213 | 0.14379 | 0.00169 | 0.96195 | 0.96363 | 89.3187 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Annual | — | — | — | — | — | — |
| Worker | 0.00152 | 0.00115 | 0.00000 | 0.10693 | 0.10693 | 1.72739 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00039 | 0.02624 | 0.00031 | 0.17556 | 0.17586 | 14.7877 |

### 3.1.3. Onsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Demolition | — | — | — | 0.59217 | 0.59217 | — |
| Off-Road Equipment | 0.36229 | 4.50525 | 0.06327 | — | 0.06327 | 3,438.66 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Demolition | — | — | — | 0.06976 | 0.06976 | — |
| Off-Road Equipment | 0.04268 | 0.53076 | 0.00745 | — | 0.00745 | 405.102 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Demolition | — | — | — | 0.01273 | 0.01273 | — |
| Off-Road Equipment | 0.00779 | 0.09686 | 0.00136 | — | 0.00136 | 67.0693 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.1.4. Offsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Worker | 0.06792 | 0.04620 | 0.00000 | 5.65962 | 5.65962 | 88.5178 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Hauling | 0.01855 | 1.20321 | 0.01432 | 9.28552 | 9.29984 | 758.682 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.00831 | 0.00628 | 0.00000 | 0.58591 | 0.58591 | 10.4335 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00213 | 0.14379 | 0.00169 | 0.96195 | 0.96363 | 89.3187 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00152 | 0.00115 | 0.00000 | 0.10693 | 0.10693 | 1.72739 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00039 | 0.02624 | 0.00031 | 0.17556 | 0.17586 | 14.7877 |

## 3.2. Site Preparation (2027)

### 3.2.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 3.05170 | 27.9724 | 1.17173 | — | 1.17173 | 5,316.00 |
| Dust From Material Movement | — | — | — | 19.6601 | 19.6601 | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.55181 | 5.05803 | 0.21188 | — | 0.21188 | 961.249 |
| Dust From Material Movement | — | — | — | 3.55498 | 3.55498 | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.10071 | 0.92309 | 0.03867 | — | 0.03867 | 159.146 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Dust From Material Movement | — | — | — | 0.64878 | 0.64878 | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.2.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Worker | 0.07925 | 0.05390 | 0.00000 | 6.60290 | 6.60290 | 103.271 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.01156 | 0.74968 | 0.00892 | 5.78548 | 5.79440 | 472.708 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.01489 | 0.01124 | 0.00000 | 1.04918 | 1.04918 | 18.6833 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00204 | 0.13752 | 0.00161 | 0.91994 | 0.92155 | 85.4183 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00272 | 0.00205 | 0.00000 | 0.19148 | 0.19148 | 3.09323 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00037 | 0.02510 | 0.00029 | 0.16789 | 0.16818 | 14.1420 |

### 3.2.3. Onsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Dust From Material Movement | — | — | — | 7.66744 | 7.66744 | — |
| Off-Road Equipment | 0.49800 | 2.58959 | 0.09960 | — | 0.09960 | 5,316.00 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Dust From Material Movement | — | — | — | 1.38644 | 1.38644 | — |
| Off-Road Equipment | 0.09005 | 0.46825 | 0.01801 | — | 0.01801 | 961.249 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Dust From Material Movement | — | — | — | 0.25303 | 0.25303 | — |
| Off-Road Equipment | 0.01643 | 0.08546 | 0.00329 | — | 0.00329 | 159.146 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.2.4. Offsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Worker | 0.07925 | 0.05390 | 0.00000 | 6.60290 | 6.60290 | 103.271 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.01156 | 0.74968 | 0.00892 | 5.78548 | 5.79440 | 472.708 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.01489 | 0.01124 | 0.00000 | 1.04918 | 1.04918 | 18.6833 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00204 | 0.13752 | 0.00161 | 0.91994 | 0.92155 | 85.4183 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00272 | 0.00205 | 0.00000 | 0.19148 | 0.19148 | 3.09323 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00037 | 0.02510 | 0.00029 | 0.16789 | 0.16818 | 14.1420 |

## 3.3. Grading (2027)

### 3.3.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 1.58640 | 14.2321 | 0.59767 | — | 0.59767 | 2,970.23 |
| Dust From Material Movement | — | — | — | 7.08259 | 7.08259 | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.09562 | 0.85783 | 0.03602 | — | 0.03602 | 179.028 |
| Dust From Material Movement | — | — | — | 0.42690 | 0.42690 | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.01745 | 0.15655 | 0.00657 | — | 0.00657 | 29.6401 |
| Dust From Material Movement | — | — | — | 0.07791 | 0.07791 | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.3.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Worker | 0.06792 | 0.04620 | 0.00000 | 5.65962 | 5.65962 | 88.5178 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.00425 | 0.00321 | 0.00000 | 0.29977 | 0.29977 | 5.33808 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00078 | 0.00059 | 0.00000 | 0.05471 | 0.05471 | 0.88378 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.3.3. Onsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Dust From Material Movement | — | — | — | 2.76221 | 2.76221 | — |
| Off-Road Equipment | 0.28690 | 2.04249 | 0.05545 | — | 0.05545 | 2,966.70 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Dust From Material Movement | — | — | — | 0.16649 | 0.16649 | — |
| Off-Road Equipment | 0.01729 | 0.12311 | 0.00334 | — | 0.00334 | 178.815 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Dust From Material Movement | — | — | — | 0.03038 | 0.03038 | — |
| Off-Road Equipment | 0.00316 | 0.02247 | 0.00061 | — | 0.00061 | 29.6049 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.3.4. Offsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Worker | 0.06792 | 0.04620 | 0.00000 | 5.65962 | 5.65962 | 88.5178 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.00425 | 0.00321 | 0.00000 | 0.29977 | 0.29977 | 5.33808 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00078 | 0.00059 | 0.00000 | 0.05471 | 0.05471 | 0.88378 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

## 3.4. Building Construction (2027)

### 3.4.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 1.02988 | 9.39093 | 0.33657 | — | 0.33657 | 2,405.30 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.18542 | 1.69074 | 0.06060 | — | 0.06060 | 433.049 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.03384 | 0.30856 | 0.01106 | — | 0.01106 | 71.6962 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.4.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.30005 | 0.24098 | 0.00000 | 23.7297 | 23.7297 | 370.888 |
| Vendor | 0.02579 | 0.95221 | 0.00678 | 6.16505 | 6.17182 | 477.678 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.05327 | 0.04022 | 0.00000 | 3.75426 | 3.75426 | 66.8538 |
| Vendor | 0.00530 | 0.16945 | 0.00122 | 0.97578 | 0.97700 | 86.0834 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00972 | 0.00734 | 0.00000 | 0.68515 | 0.68515 | 11.0684 |
| Vendor | 0.00097 | 0.03092 | 0.00022 | 0.17808 | 0.17830 | 14.2521 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.4.3. Onsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 0.32849 | 2.81733 | 0.07451 | — | 0.07451 | 2,405.30 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.05914 | 0.50723 | 0.01342 | — | 0.01342 | 433.049 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.01079 | 0.09257 | 0.00245 | — | 0.00245 | 71.6962 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.4.4. Offsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.30005 | 0.24098 | 0.00000 | 23.7297 | 23.7297 | 370.888 |
| Vendor | 0.02579 | 0.95221 | 0.00678 | 6.16505 | 6.17182 | 477.678 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.05327 | 0.04022 | 0.00000 | 3.75426 | 3.75426 | 66.8538 |
| Vendor | 0.00530 | 0.16945 | 0.00122 | 0.97578 | 0.97700 | 86.0834 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00972 | 0.00734 | 0.00000 | 0.68515 | 0.68515 | 11.0684 |
| Vendor | 0.00097 | 0.03092 | 0.00022 | 0.17808 | 0.17830 | 14.2521 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

## 3.5. Building Construction (2028)

### 3.5.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 0.99143 | 8.92495 | 0.30024 | — | 0.30024 | 2,405.68 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 0.99143 | 8.92495 | 0.30024 | — | 0.30024 | 2,405.68 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.59176 | 5.32703 | 0.17920 | — | 0.17920 | 1,435.88 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.10800 | 0.97218 | 0.03270 | — | 0.03270 | 237.726 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.5.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Worker | 0.27925 | 0.17886 | 0.00000 | 23.7297 | 23.7297 | 365.218 |
| Vendor | 0.02579 | 0.86081 | 0.00625 | 6.16505 | 6.17129 | 466.981 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.29173 | 0.21408 | 0.00000 | 23.7297 | 23.7297 | 365.021 |
| Vendor | 0.02367 | 0.88856 | 0.00678 | 6.16505 | 6.17182 | 466.318 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.17164 | 0.11727 | 0.00000 | 12.4462 | 12.4462 | 218.118 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Vendor | 0.01539 | 0.52346 | 0.00373 | 3.23492 | 3.23865 | 278.538 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.03132 | 0.02140 | 0.00000 | 2.27143 | 2.27143 | 36.1119 |
| Vendor | 0.00281 | 0.09553 | 0.00068 | 0.59037 | 0.59105 | 46.1151 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.5.3. Onsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 0.32816 | 2.81436 | 0.07412 | — | 0.07412 | 2,405.68 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 0.32816 | 2.81436 | 0.07412 | — | 0.07412 | 2,405.68 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.19587 | 1.67980 | 0.04424 | — | 0.04424 | 1,435.88 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.03575 | 0.30656 | 0.00807 | — | 0.00807 | 237.726 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.5.4. Offsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Worker | 0.27925 | 0.17886 | 0.00000 | 23.7297 | 23.7297 | 365.218 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Vendor | 0.02579 | 0.86081 | 0.00625 | 6.16505 | 6.17129 | 466.981 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.29173 | 0.21408 | 0.00000 | 23.7297 | 23.7297 | 365.021 |
| Vendor | 0.02367 | 0.88856 | 0.00678 | 6.16505 | 6.17182 | 466.318 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.17164 | 0.11727 | 0.00000 | 12.4462 | 12.4462 | 218.118 |
| Vendor | 0.01539 | 0.52346 | 0.00373 | 3.23492 | 3.23865 | 278.538 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.03132 | 0.02140 | 0.00000 | 2.27143 | 2.27143 | 36.1119 |
| Vendor | 0.00281 | 0.09553 | 0.00068 | 0.59037 | 0.59105 | 46.1151 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

## 3.6. Paving (2028)

### 3.6.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 0.62588 | 5.84990 | 0.21041 | — | 0.21041 | 1,354.92 |
| Paving | 0.00388 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.07471 | 0.69832 | 0.02512 | — | 0.02512 | 161.741 |
| Paving | 0.00046 | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.01364 | 0.12744 | 0.00458 | — | 0.00458 | 26.7781 |
| Paving | 0.00008 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.6.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.09277 | 0.06808 | 0.00000 | 7.54617 | 7.54617 | 116.079 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.01092 | 0.00746 | 0.00000 | 0.79159 | 0.79159 | 13.8725 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00199 | 0.00136 | 0.00000 | 0.14447 | 0.14447 | 2.29675 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.6.3. Onsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| Paving | 0.00388 | — | — | — | — | — |
| Off-Road Equipment | 0.21425 | 2.13595 | 0.04771 | — | 0.04771 | 1,354.92 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Paving | 0.00046 | — | — | — | — | — |
| Off-Road Equipment | 0.02558 | 0.25498 | 0.00570 | — | 0.00570 | 161.741 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Paving | 0.00008 | — | — | — | — | — |
| Off-Road Equipment | 0.00467 | 0.04653 | 0.00104 | — | 0.00104 | 26.7781 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.6.4. Offsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.09277 | 0.06808 | 0.00000 | 7.54617 | 7.54617 | 116.079 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.01092 | 0.00746 | 0.00000 | 0.79159 | 0.79159 | 13.8725 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00199 | 0.00136 | 0.00000 | 0.14447 | 0.14447 | 2.29675 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

## 3.7. Paving (2029)

### 3.7.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 0.61696 | 5.72780 | 0.19772 | — | 0.19772 | 1,354.44 |
| Paving | 0.00388 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.10866 | 1.00881 | 0.03482 | — | 0.03482 | 238.552 |
| Paving | 0.00068 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.01983 | 0.18411 | 0.00636 | — | 0.00636 | 39.4950 |
| Paving | 0.00012 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.7.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.09012 | 0.06336 | 0.00000 | 7.54617 | 7.54617 | 114.156 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| Worker | 0.01556 | 0.01017 | 0.00000 | 1.16792 | 1.16792 | 20.1518 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00284 | 0.00186 | 0.00000 | 0.21315 | 0.21315 | 3.33636 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.7.3. Onsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Paving | 0.00388 | — | — | — | — | — |
| Off-Road Equipment | 0.21423 | 2.13574 | 0.04769 | — | 0.04769 | 1,354.44 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Paving | 0.00068 | — | — | — | — | — |
| Off-Road Equipment | 0.03773 | 0.37616 | 0.00840 | — | 0.00840 | 238.552 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Paving | 0.00012 | — | — | — | — | — |
| Off-Road Equipment | 0.00689 | 0.06865 | 0.00153 | — | 0.00153 | 39.4950 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.7.4. Offsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.09012 | 0.06336 | 0.00000 | 7.54617 | 7.54617 | 114.156 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.01556 | 0.01017 | 0.00000 | 1.16792 | 1.16792 | 20.1518 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00284 | 0.00186 | 0.00000 | 0.21315 | 0.21315 | 3.33636 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

## 3.8. Architectural Coating (2028)

### 3.8.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 0.10731 | 0.80814 | 0.01536 | — | 0.01536 | 133.975 |
| Architectural Coatings | 31.9591 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.01281 | 0.09647 | 0.00183 | — | 0.00183 | 15.9931 |
| Architectural Coatings | 3.81508 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.00234 | 0.01761 | 0.00033 | — | 0.00033 | 2.64784 |
| Architectural Coatings | 0.69625 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.8.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.05835 | 0.04282 | 0.00000 | 4.74593 | 4.74593 | 73.0041 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.00687 | 0.00469 | 0.00000 | 0.49785 | 0.49785 | 8.72471 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00125 | 0.00086 | 0.00000 | 0.09086 | 0.09086 | 1.44447 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.8.3. Onsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Architectural Coatings | 31.9591 | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| Off-Road Equipment | 0.02114 | 0.64604 | 0.00235 | — | 0.00235 | 133.975 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Architectural Coatings | 3.81508 | — | — | — | — | — |
| Off-Road Equipment | 0.00252 | 0.07712 | 0.00028 | — | 0.00028 | 15.9931 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Architectural Coatings | 0.69625 | — | — | — | — | — |
| Off-Road Equipment | 0.00046 | 0.01407 | 0.00005 | — | 0.00005 | 2.64784 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.8.4. Offsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.05835 | 0.04282 | 0.00000 | 4.74593 | 4.74593 | 73.0041 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.00687 | 0.00469 | 0.00000 | 0.49785 | 0.49785 | 8.72471 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00125 | 0.00086 | 0.00000 | 0.09086 | 0.09086 | 1.44447 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

## 3.9. Architectural Coating (2029)

### 3.9.1. Onsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Off-Road Equipment | 0.10236 | 0.79416 | 0.01284 | — | 0.01284 | 133.968 |
| Architectural Coatings | 31.9591 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Off-Road Equipment | 0.01803 | 0.13987 | 0.00226 | — | 0.00226 | 23.5951 |
| Architectural Coatings | 5.62881 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Off-Road Equipment | 0.00329 | 0.02553 | 0.00041 | — | 0.00041 | 3.90644 |
| Architectural Coatings | 1.02726 | — | — | — | — | — |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.9.2. Offsite - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.05668 | 0.03985 | 0.00000 | 4.74593 | 4.74593 | 71.7950 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| Worker | 0.00979 | 0.00640 | 0.00000 | 0.73453 | 0.73453 | 12.6739 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00179 | 0.00117 | 0.00000 | 0.13405 | 0.13405 | 2.09830 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.9.3. Onsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Architectural Coatings | 31.9591 | — | — | — | — | — |
| Off-Road Equipment | 0.02114 | 0.64604 | 0.00235 | — | 0.00235 | 133.968 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Architectural Coatings | 5.62881 | — | — | — | — | — |
| Off-Road Equipment | 0.00372 | 0.11378 | 0.00041 | — | 0.00041 | 23.5951 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Architectural Coatings | 1.02726 | — | — | — | — | — |
| Off-Road Equipment | 0.00068 | 0.02077 | 0.00008 | — | 0.00008 | 3.90644 |
| Onsite truck | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

### 3.9.4. Offsite - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Location | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Worker | 0.05668 | 0.03985 | 0.00000 | 4.74593 | 4.74593 | 71.7950 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Average Daily | — | — | — | — | — | — |
| Worker | 0.00979 | 0.00640 | 0.00000 | 0.73453 | 0.73453 | 12.6739 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Annual | — | — | — | — | — | — |
| Worker | 0.00179 | 0.00117 | 0.00000 | 0.13405 | 0.13405 | 2.09830 |
| Vendor | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |
| Hauling | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

# 4. Operations Emissions Details

## 4.1. Mobile Emissions by Land Use

### 4.1.1. Unmitigated

Mobile source emissions results are presented in Sections 2.6. No further detailed breakdown of emissions is available.

### 4.1.2. Mitigated

Mobile source emissions results are presented in Sections 2.5. No further detailed breakdown of emissions is available.

## 4.2. Energy

### 4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |

**1032**

| | | | | | | |
|---|---|---|---|---|---|---|
| Racquet Club | — | — | — | — | — | 1,862.95 |
| Condo/Townhouse | — | — | — | — | — | 19.3034 |
| Total | — | — | — | — | — | 1,882.25 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 1,862.95 |
| Condo/Townhouse | — | — | — | — | — | 19.3034 |
| Total | — | — | — | — | — | 1,882.25 |
| Annual | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 308.433 |
| Condo/Townhouse | — | — | — | — | — | 3.19590 |
| Total | — | — | — | — | — | 311.628 |

### 4.2.2. Electricity Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 1,862.95 |
| Condo/Townhouse | — | — | — | — | — | 19.3034 |
| Total | — | — | — | — | — | 1,882.25 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 1,862.95 |
| Condo/Townhouse | — | — | — | — | — | 19.3034 |
| Total | — | — | — | — | — | 1,882.25 |
| Annual | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 308.433 |
| Condo/Townhouse | — | — | — | — | — | 3.19590 |
| Total | — | — | — | — | — | 311.628 |

### 4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Racquet Club | 0.08856 | 1.61024 | 0.12238 | — | 0.12238 | 1,926.61 |
| Condo/Townhouse | 0.00103 | 0.01759 | 0.00142 | — | 0.00142 | 22.3869 |
| Total | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 1,949.00 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | 0.08856 | 1.61024 | 0.12238 | — | 0.12238 | 1,926.61 |
| Condo/Townhouse | 0.00103 | 0.01759 | 0.00142 | — | 0.00142 | 22.3869 |
| Total | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 1,949.00 |
| Annual | — | — | — | — | — | — |
| Racquet Club | 0.01616 | 0.29387 | 0.02233 | — | 0.02233 | 318.972 |
| Condo/Townhouse | 0.00019 | 0.00321 | 0.00026 | — | 0.00026 | 3.70640 |
| Total | 0.01635 | 0.29708 | 0.02259 | — | 0.02259 | 322.679 |

### 4.2.4. Natural Gas Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Racquet Club | 0.08856 | 1.61024 | 0.12238 | — | 0.12238 | 1,926.61 |
| Condo/Townhouse | 0.00103 | 0.01759 | 0.00142 | — | 0.00142 | 22.3869 |
| Total | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 1,949.00 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | 0.08856 | 1.61024 | 0.12238 | — | 0.12238 | 1,926.61 |
| Condo/Townhouse | 0.00103 | 0.01759 | 0.00142 | — | 0.00142 | 22.3869 |
| Total | 0.08959 | 1.62783 | 0.12380 | — | 0.12380 | 1,949.00 |
| Annual | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| Racquet Club | 0.01616 | 0.29387 | 0.02233 | — | 0.02233 | 318.972 |
| Condo/Townhouse | 0.00019 | 0.00321 | 0.00026 | — | 0.00026 | 3.70640 |
| Total | 0.01635 | 0.29708 | 0.02259 | — | 0.02259 | 322.679 |

## 4.3. Area Emissions by Source

### 4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Source | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Consumer Products | 3.16249 | — | — | — | — | — |
| Architectural Coatings | 0.94564 | — | — | — | — | — |
| Landscape Equipment | 1.04801 | 0.05451 | 0.01125 | — | 0.01125 | 26.4111 |
| Total | 5.15614 | 0.05451 | 0.01125 | — | 0.01125 | 26.4111 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Consumer Products | 3.16249 | — | — | — | — | — |
| Architectural Coatings | 0.94564 | — | — | — | — | — |
| Landscape Equipment | 1.04959 | 0.05484 | 0.01125 | — | 0.01125 | 26.4960 |
| Total | 5.15772 | 0.05484 | 0.01125 | — | 0.01125 | 26.4960 |
| Annual | — | — | — | — | — | — |
| Consumer Products | 0.57715 | — | — | — | — | — |
| Architectural Coatings | 0.17258 | — | — | — | — | — |
| Landscape Equipment | 0.11531 | 0.00600 | 0.00124 | — | 0.00124 | 2.63712 |
| Total | 0.86505 | 0.00600 | 0.00124 | — | 0.00124 | 2.63712 |

### 4.3.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Source | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Consumer Products | 3.16249 | — | — | — | — | — |
| Architectural Coatings | 0.94564 | — | — | — | — | — |
| Landscape Equipment | 1.04801 | 0.05451 | 0.01125 | — | 0.01125 | 26.4111 |
| Total | 5.15614 | 0.05451 | 0.01125 | — | 0.01125 | 26.4111 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Consumer Products | 3.16249 | — | — | — | — | — |
| Architectural Coatings | 0.94564 | — | — | — | — | — |
| Landscape Equipment | 1.04959 | 0.05484 | 0.01125 | — | 0.01125 | 26.4960 |
| Total | 5.15772 | 0.05484 | 0.01125 | — | 0.01125 | 26.4960 |
| Annual | — | — | — | — | — | — |
| Consumer Products | 0.57715 | — | — | — | — | — |
| Architectural Coatings | 0.17258 | — | — | — | — | — |
| Landscape Equipment | 0.11531 | 0.00600 | 0.00124 | — | 0.00124 | 2.63712 |
| Total | 0.86505 | 0.00600 | 0.00124 | — | 0.00124 | 2.63712 |

## 4.4. Water Emissions by Land Use

### 4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 102.096 |
| Condo/Townhouse | — | — | — | — | — | 1.14471 |
| Total | — | — | — | — | — | 103.240 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 102.096 |
| Condo/Townhouse | — | — | — | — | — | 1.14471 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Total | — | — | — | — | — | 103.240 |
| Annual | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 16.9031 |
| Condo/Townhouse | — | — | — | — | — | 0.18952 |
| Total | — | — | — | — | — | 17.0926 |

### 4.4.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 102.096 |
| Condo/Townhouse | — | — | — | — | — | 1.14471 |
| Total | — | — | — | — | — | 103.240 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 102.096 |
| Condo/Townhouse | — | — | — | — | — | 1.14471 |
| Total | — | — | — | — | — | 103.240 |
| Annual | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 16.9031 |
| Condo/Townhouse | — | — | — | — | — | 0.18952 |
| Total | — | — | — | — | — | 17.0926 |

## 4.5. Waste Emissions by Land Use

### 4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| Racquet Club | — | — | — | — | — | 1,554.12 |
| Condo/Townhouse | — | — | — | — | — | 4.39101 |
| Total | — | — | — | — | — | 1,558.51 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 1,554.12 |
| Condo/Townhouse | — | — | — | — | — | 4.39101 |
| Total | — | — | — | — | — | 1,558.51 |
| Annual | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 257.302 |
| Condo/Townhouse | — | — | — | — | — | 0.72698 |
| Total | — | — | — | — | — | 258.029 |

### 4.5.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 1,554.12 |
| Condo/Townhouse | — | — | — | — | — | 4.39101 |
| Total | — | — | — | — | — | 1,558.51 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 1,554.12 |
| Condo/Townhouse | — | — | — | — | — | 4.39101 |
| Total | — | — | — | — | — | 1,558.51 |
| Annual | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 257.302 |
| Condo/Townhouse | — | — | — | — | — | 0.72698 |
| Total | — | — | — | — | — | 258.029 |

## 4.6. Refrigerant Emissions by Land Use

### 4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 0.69417 |
| Condo/Townhouse | — | — | — | — | — | 0.02278 |
| Total | — | — | — | — | — | 0.71695 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 0.69417 |
| Condo/Townhouse | — | — | — | — | — | 0.02278 |
| Total | — | — | — | — | — | 0.71695 |
| Annual | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 0.11493 |
| Condo/Townhouse | — | — | — | — | — | 0.00377 |
| Total | — | — | — | — | — | 0.11870 |

### 4.6.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 0.69417 |
| Condo/Townhouse | — | — | — | — | — | 0.02278 |
| Total | — | — | — | — | — | 0.71695 |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 0.69417 |
| Condo/Townhouse | — | — | — | — | — | 0.02278 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Total | — | — | — | — | — | 0.71695 |
| Annual | — | — | — | — | — | — |
| Racquet Club | — | — | — | — | — | 0.11493 |
| Condo/Townhouse | — | — | — | — | — | 0.00377 |
| Total | — | — | — | — | — | 0.11870 |

## 4.7. Offroad Emissions By Equipment Type

### 4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Equipment Type | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |

### 4.7.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Equipment Type | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |

## 4.8. Stationary Emissions By Equipment Type

### 4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Equipment Type | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |

### 4.8.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Equipment Type | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |

## 4.9. User Defined Emissions By Equipment Type

### 4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Equipment Type | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |

### 4.9.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Equipment Type | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |

## 4.10. Soil Carbon Accumulation By Vegetation Type

### 4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Vegetation | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |

## 4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |

## 4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Species | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Avoided | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Sequestered | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Removed | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| — | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Avoided | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Sequestered | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Removed | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| — | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Avoided | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Sequestered | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Removed | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| — | — | — | — | — | — | — |

### 4.10.4. Soil Carbon Accumulation By Vegetation Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Vegetation | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |

### 4.10.5. Above and Belowground Carbon Accumulation by Land Use Type - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Land Use | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Total | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| Total | — | — | — | — | — | — |

## 4.10.6. Avoided and Sequestered Emissions by Species - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

| Species | ROG | NOx | PM10E | PM10D | PM10T | CO2e |
|---|---|---|---|---|---|---|
| Daily, Summer (Max) | — | — | — | — | — | — |
| Avoided | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Sequestered | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Removed | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| — | — | — | — | — | — | — |
| Daily, Winter (Max) | — | — | — | — | — | — |
| Avoided | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Sequestered | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Removed | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| — | — | — | — | — | — | — |
| Annual | — | — | — | — | — | — |
| Avoided | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Sequestered | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |
| Removed | — | — | — | — | — | — |
| Subtotal | — | — | — | — | — | — |

| | | | | | | |
|---|---|---|---|---|---|---|
| — | — | — | — | — | — | — |

# 5. Activity Data

## 5.1. Construction Schedule

| Phase Name | Phase Type | Start Date | End Date | Days Per Week | Work Days per Phase | Phase Description |
|---|---|---|---|---|---|---|
| Demolition | Demolition | 4/1/2027 | 5/31/2027 | 5.00000 | 43.0000 | — |
| Site Preparation | Site Preparation | 6/1/2027 | 8/31/2027 | 5.00000 | 66.0000 | — |
| Grading | Grading | 9/1/2027 | 9/30/2027 | 5.00000 | 22.0000 | — |
| Building Construction | Building Construction | 10/1/2027 | 10/31/2028 | 5.00000 | 283.000 | — |
| Paving | Paving | 11/1/2028 | 3/31/2029 | 5.00000 | 108.000 | — |
| Architectural Coating | Architectural Coating | 11/1/2028 | 3/31/2029 | 5.00000 | 108.000 | — |

## 5.2. Off-Road Equipment

### 5.2.1. Unmitigated

| Phase Name | Equipment Type | Fuel Type | Engine Tier | Number per Day | Hours Per Day | Horsepower | Load Factor |
|---|---|---|---|---|---|---|---|
| Demolition | Concrete/Industrial Saws | Diesel | Average | 1.000000 | 8.00000 | 33.0000 | 0.73000 |
| Demolition | Excavators | Diesel | Average | 3.00000 | 8.00000 | 36.0000 | 0.38000 |
| Demolition | Rubber Tired Dozers | Diesel | Average | 2.00000 | 8.00000 | 367.000 | 0.40000 |
| Site Preparation | Rubber Tired Dozers | Diesel | Average | 3.00000 | 8.00000 | 367.000 | 0.40000 |
| Site Preparation | Tractors/Loaders/Backhoes | Diesel | Average | 4.00000 | 8.00000 | 84.0000 | 0.37000 |
| Grading | Excavators | Diesel | Average | 1.000000 | 8.00000 | 36.0000 | 0.38000 |
| Grading | Graders | Diesel | Average | 1.000000 | 8.00000 | 148.000 | 0.41000 |
| Grading | Rubber Tired Dozers | Diesel | Average | 1.000000 | 8.00000 | 367.000 | 0.40000 |
| Grading | Tractors/Loaders/Backhoes | Diesel | Average | 3.00000 | 8.00000 | 84.0000 | 0.37000 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Building Construction | Cranes | Diesel | Average | 1.000000 | 7.00000 | 367.000 | 0.29000 |
| Building Construction | Forklifts | Diesel | Average | 3.00000 | 8.00000 | 82.0000 | 0.20000 |
| Building Construction | Generator Sets | Diesel | Average | 1.000000 | 8.00000 | 14.0000 | 0.74000 |
| Building Construction | Tractors/Loaders/Backhoes | Diesel | Average | 3.00000 | 7.00000 | 84.0000 | 0.37000 |
| Building Construction | Welders | Diesel | Average | 1.000000 | 8.00000 | 46.0000 | 0.45000 |
| Paving | Cement and Mortar Mixers | Diesel | Average | 2.00000 | 6.00000 | 10.00000 | 0.56000 |
| Paving | Pavers | Diesel | Average | 1.000000 | 8.00000 | 81.0000 | 0.42000 |
| Paving | Paving Equipment | Diesel | Average | 2.00000 | 6.00000 | 89.0000 | 0.36000 |
| Paving | Rollers | Diesel | Average | 2.00000 | 6.00000 | 36.0000 | 0.38000 |
| Paving | Tractors/Loaders/Backhoes | Diesel | Average | 1.000000 | 8.00000 | 84.0000 | 0.37000 |
| Architectural Coating | Air Compressors | Diesel | Average | 1.000000 | 6.00000 | 37.0000 | 0.48000 |

### 5.2.2. Mitigated

| Phase Name | Equipment Type | Fuel Type | Engine Tier | Number per Day | Hours Per Day | Horsepower | Load Factor |
|---|---|---|---|---|---|---|---|
| Demolition | Concrete/Industrial Saws | Diesel | Tier 4 Final | 1.000000 | 8.00000 | 33.0000 | 0.73000 |
| Demolition | Excavators | Diesel | Tier 4 Final | 3.00000 | 8.00000 | 36.0000 | 0.38000 |
| Demolition | Rubber Tired Dozers | Diesel | Tier 4 Final | 2.00000 | 8.00000 | 367.000 | 0.40000 |
| Site Preparation | Rubber Tired Dozers | Diesel | Tier 4 Final | 3.00000 | 8.00000 | 367.000 | 0.40000 |
| Site Preparation | Tractors/Loaders/Backhoes | Diesel | Tier 4 Final | 4.00000 | 8.00000 | 84.0000 | 0.37000 |
| Grading | Excavators | Diesel | Tier 4 Final | 1.000000 | 8.00000 | 36.0000 | 0.38000 |
| Grading | Graders | Diesel | Tier 4 Final | 1.000000 | 8.00000 | 148.000 | 0.41000 |
| Grading | Rubber Tired Dozers | Diesel | Tier 4 Final | 1.000000 | 8.00000 | 367.000 | 0.40000 |
| Grading | Tractors/Loaders/Backhoes | Diesel | Tier 4 Final | 3.00000 | 8.00000 | 84.0000 | 0.37000 |
| Building Construction | Cranes | Diesel | Tier 4 Final | 1.000000 | 7.00000 | 367.000 | 0.29000 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Building Construction | Forklifts | Diesel | Tier 4 Final | 3.00000 | 8.00000 | 82.0000 | 0.20000 |
| Building Construction | Generator Sets | Diesel | Average | 1.000000 | 8.00000 | 14.0000 | 0.74000 |
| Building Construction | Tractors/Loaders/Backhoes | Diesel | Tier 4 Final | 3.00000 | 7.00000 | 84.0000 | 0.37000 |
| Building Construction | Welders | Diesel | Tier 4 Final | 1.000000 | 8.00000 | 46.0000 | 0.45000 |
| Paving | Cement and Mortar Mixers | Diesel | Average | 2.00000 | 6.00000 | 10.00000 | 0.56000 |
| Paving | Pavers | Diesel | Tier 4 Final | 1.000000 | 8.00000 | 81.0000 | 0.42000 |
| Paving | Paving Equipment | Diesel | Tier 4 Final | 2.00000 | 6.00000 | 89.0000 | 0.36000 |
| Paving | Rollers | Diesel | Tier 4 Final | 2.00000 | 6.00000 | 36.0000 | 0.38000 |
| Paving | Tractors/Loaders/Backhoes | Diesel | Tier 4 Final | 1.000000 | 8.00000 | 84.0000 | 0.37000 |
| Architectural Coating | Air Compressors | Diesel | Tier 4 Final | 1.000000 | 6.00000 | 37.0000 | 0.48000 |

## 5.3. Construction Vehicles

### 5.3.1. Unmitigated

| Phase Name | Trip Type | One-Way Trips per Day | Miles per Trip | Vehicle Mix |
|---|---|---|---|---|
| Demolition | Worker | 15.0000 | 8.70000 | LDA,LDT1,LDT2 |
| Demolition | Vendor | — | 5.90000 | HHDT,MHDT |
| Demolition | Hauling | 10.6512 | 20.0000 | HHDT |
| Demolition | Onsite truck | — | — | HHDT |
| Site Preparation | Worker | 17.5000 | 8.70000 | LDA,LDT1,LDT2 |
| Site Preparation | Vendor | — | 5.90000 | HHDT,MHDT |
| Site Preparation | Hauling | 6.63636 | 20.0000 | HHDT |
| Site Preparation | Onsite truck | — | — | HHDT |
| Grading | Worker | 15.0000 | 8.70000 | LDA,LDT1,LDT2 |
| Grading | Vendor | — | 5.90000 | HHDT,MHDT |
| Grading | Hauling | 0.00000 | 20.0000 | HHDT |

| | | | | |
|---|---|---|---|---|
| Grading | Onsite truck | — | — | HHDT |
| Building Construction | Worker | 62.8920 | 8.70000 | LDA,LDT1,LDT2 |
| Building Construction | Vendor | 24.0206 | 5.90000 | HHDT,MHDT |
| Building Construction | Hauling | 0.00000 | 20.0000 | HHDT |
| Building Construction | Onsite truck | — | — | HHDT |
| Paving | Worker | 20.0000 | 8.70000 | LDA,LDT1,LDT2 |
| Paving | Vendor | — | 5.90000 | HHDT,MHDT |
| Paving | Hauling | 0.00000 | 20.0000 | HHDT |
| Paving | Onsite truck | — | — | HHDT |
| Architectural Coating | Worker | 12.5784 | 8.70000 | LDA,LDT1,LDT2 |
| Architectural Coating | Vendor | — | 5.90000 | HHDT,MHDT |
| Architectural Coating | Hauling | 0.00000 | 20.0000 | HHDT |
| Architectural Coating | Onsite truck | — | — | HHDT |

### 5.3.2. Mitigated

| Phase Name | Trip Type | One-Way Trips per Day | Miles per Trip | Vehicle Mix |
|---|---|---|---|---|
| Demolition | Worker | 15.0000 | 8.70000 | LDA,LDT1,LDT2 |
| Demolition | Vendor | — | 5.90000 | HHDT,MHDT |
| Demolition | Hauling | 10.6512 | 20.0000 | HHDT |
| Demolition | Onsite truck | — | — | HHDT |
| Site Preparation | Worker | 17.5000 | 8.70000 | LDA,LDT1,LDT2 |
| Site Preparation | Vendor | — | 5.90000 | HHDT,MHDT |
| Site Preparation | Hauling | 6.63636 | 20.0000 | HHDT |
| Site Preparation | Onsite truck | — | — | HHDT |
| Grading | Worker | 15.0000 | 8.70000 | LDA,LDT1,LDT2 |
| Grading | Vendor | — | 5.90000 | HHDT,MHDT |
| Grading | Hauling | 0.00000 | 20.0000 | HHDT |
| Grading | Onsite truck | — | — | HHDT |

| | | | | |
|---|---|---|---|---|
| Building Construction | Worker | 62.8920 | 8.70000 | LDA,LDT1,LDT2 |
| Building Construction | Vendor | 24.0206 | 5.90000 | HHDT,MHDT |
| Building Construction | Hauling | 0.00000 | 20.0000 | HHDT |
| Building Construction | Onsite truck | — | — | HHDT |
| Paving | Worker | 20.0000 | 8.70000 | LDA,LDT1,LDT2 |
| Paving | Vendor | — | 5.90000 | HHDT,MHDT |
| Paving | Hauling | 0.00000 | 20.0000 | HHDT |
| Paving | Onsite truck | — | — | HHDT |
| Architectural Coating | Worker | 12.5784 | 8.70000 | LDA,LDT1,LDT2 |
| Architectural Coating | Vendor | — | 5.90000 | HHDT,MHDT |
| Architectural Coating | Hauling | 0.00000 | 20.0000 | HHDT |
| Architectural Coating | Onsite truck | — | — | HHDT |

## 5.4. Vehicles

### 5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

## 5.5. Architectural Coatings

| Phase Name | Residential Interior Area Coated (sq ft) | Residential Exterior Area Coated (sq ft) | Non-Residential Interior Area Coated (sq ft) | Non-Residential Exterior Area Coated (sq ft) | Parking Area Coated (sq ft) |
|---|---|---|---|---|---|
| Architectural Coating | 6,439.50 | 2,146.50 | 216,900 | 72,300.0 | — |

## 5.6. Dust Mitigation

### 5.6.1. Construction Earthmoving Activities

| Phase Name | Material Imported (Cubic Yards) | Material Exported (Cubic Yards) | Acres Graded (acres) | Material Demolished (Building Square Footage) | Acres Paved (acres) |
|---|---|---|---|---|---|
| Demolition | 0.00000 | 0.00000 | 0.00000 | 39,800.0 | 0.00000 |

| | | | | | |
|---|---|---|---|---|---|
| Site Preparation | 3,500.00 | — | 99.0000 | 0.00000 | 0.00000 |
| Grading | — | — | 22.0000 | 0.00000 | 0.00000 |
| Paving | 0.00000 | 0.00000 | 0.00000 | 0.00000 | 4.00000 |

### 5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

## 5.7. Construction Paving

| Phase Name | Land Use | Area Paved (acres) | % Asphalt |
|---|---|---|---|
| Paving | Racquet Club | 4.00000 | 4% |
| Paving | Condo/Townhouse | — | 0% |

## 5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

| Year | kWh per Year | CO2 | CH4 | N2O |
|---|---|---|---|---|
| 2027 | 0.00000 | 453.209 | 0.03300 | 0.00400 |
| 2028 | 0.00000 | 453.209 | 0.03300 | 0.00400 |
| 2029 | 0.00000 | 453.209 | 0.03300 | 0.00400 |

## 5.9. Operational Mobile Sources

### 5.9.1. Unmitigated

| Land Use Type | Trips/Weekday | Trips/Saturday | Trips/Sunday | Trips/Year | VMT/Weekday | VMT/Saturday | VMT/Sunday | VMT/Year |
|---|---|---|---|---|---|---|---|---|
| Total all Land Uses | 175.000 | 175.000 | 175.000 | 63,875.0 | 218.000 | 218.000 | 218.000 | 79,570.0 |

### 5.9.2. Mitigated

| Land Use Type | Trips/Weekday | Trips/Saturday | Trips/Sunday | Trips/Year | VMT/Weekday | VMT/Saturday | VMT/Sunday | VMT/Year |
|---|---|---|---|---|---|---|---|---|
| Total all Land Uses | 175.000 | 175.000 | 175.000 | 63,875.0 | 218.000 | 218.000 | 218.000 | 79,570.0 |

# 5.10. Operational Area Sources

## 5.10.1. Hearths

| Land Use | Hearth Type | Unmitigated (number) | Mitigated (number) |
|---|---|---|---|
| Racquet Club | Wood Fireplaces | 0 | 0 |
| Racquet Club | Gas Fireplaces | 0 | 0 |
| Racquet Club | Propane Fireplaces | 0 | 0 |
| Racquet Club | Electric Fireplaces | 0 | 0 |
| Racquet Club | No Fireplaces | 0 | 0 |
| Racquet Club | Conventional Wood Stoves | 0 | 0 |
| Racquet Club | Catalytic Wood Stoves | 0 | 0 |
| Racquet Club | Non-Catalytic Wood Stoves | 0 | 0 |
| Racquet Club | Pellet Wood Stoves | 0 | 0 |
| Condo/Townhouse | Wood Fireplaces | 0 | 0 |
| Condo/Townhouse | Gas Fireplaces | 0 | 0 |
| Condo/Townhouse | Propane Fireplaces | 0 | 0 |
| Condo/Townhouse | Electric Fireplaces | 0 | 0 |
| Condo/Townhouse | No Fireplaces | 0 | 0 |
| Condo/Townhouse | Conventional Wood Stoves | 0 | 0 |
| Condo/Townhouse | Catalytic Wood Stoves | 0 | 0 |
| Condo/Townhouse | Non-Catalytic Wood Stoves | 0 | 0 |
| Condo/Townhouse | Pellet Wood Stoves | 0 | 0 |

## 5.10.2. Architectural Coatings

| Residential Interior Area Coated (sq ft) | Residential Exterior Area Coated (sq ft) | Non-Residential Interior Area Coated (sq ft) | Non-Residential Exterior Area Coated (sq ft) | Parking Area Coated (sq ft) |
|---|---|---|---|---|
| 6,439.50 | 2,146.50 | 216,900 | 72,300.0 | — |

### 5.10.3. Landscape Equipment

| Season | Unit | Value |
|---|---|---|
| Snow Days | day/yr | 40.0000 |
| Summer Days | day/yr | 180.000 |

### 5.10.4. Landscape Equipment - Mitigated

| Season | Unit | Value |
|---|---|---|
| Snow Days | day/yr | 40.0000 |
| Summer Days | day/yr | 180.000 |

## 5.11. Operational Energy Consumption

### 5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

| Land Use | Electricity (kWh/yr) | CO2 | CH4 | N2O | Natural Gas (kBTU/yr) |
|---|---|---|---|---|---|
| Racquet Club | 1,493,712 | 453.209 | 0.0330 | 0.0040 | 5,994,915 |
| Condo/Townhouse | 15,477.5 | 453.209 | 0.0330 | 0.0040 | 69,659.8 |

### 5.11.2. Mitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

| Land Use | Electricity (kWh/yr) | CO2 | CH4 | N2O | Natural Gas (kBTU/yr) |
|---|---|---|---|---|---|
| Racquet Club | 1,493,712 | 453.209 | 0.0330 | 0.0040 | 5,994,915 |
| Condo/Townhouse | 15,477.5 | 453.209 | 0.0330 | 0.0040 | 69,659.8 |

## 5.12. Operational Water and Wastewater Consumption

### 5.12.1. Unmitigated

| Land Use | Indoor Water (gal/year) | Outdoor Water (gal/year) |
|---|---|---|
| Racquet Club | 8,552,099 | 39,325.9 |
| Condo/Townhouse | 95,954.9 | 0.00000 |

### 5.12.2. Mitigated

| Land Use | Indoor Water (gal/year) | Outdoor Water (gal/year) |
|---|---|---|
| Racquet Club | 8,552,099 | 39,325.9 |
| Condo/Townhouse | 95,954.9 | 0.00000 |

## 5.13. Operational Waste Generation

### 5.13.1. Unmitigated

| Land Use | Waste (ton/year) | Cogeneration (kWh/year) |
|---|---|---|
| Racquet Club | 824.220 | 0.00000 |
| Condo/Townhouse | 2.32875 | 0.00000 |

### 5.13.2. Mitigated

| Land Use | Waste (ton/year) | Cogeneration (kWh/year) |
|---|---|---|
| Racquet Club | 824.220 | 0.00000 |
| Condo/Townhouse | 2.32875 | 0.00000 |

## 5.14. Operational Refrigeration and Air Conditioning Equipment

### 5.14.1. Unmitigated

| Land Use | Equipment Type | Refrigerant | GWP | Quantity (kg) | Operations Leak Rate | Service Leak Rate | Times Serviced |
|---|---|---|---|---|---|---|---|
| Racquet Club | Other commercial A/C and heat pumps | R-410A | 2,088.00 | 0.00180 | 4.00000 | 4.00000 | 18.0000 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Racquet Club | Stand-alone retail refrigerators and freezers | R-134a | 1,430.00 | 0.03750 | 1.000000 | 0.00000 | 1.000000 |
| Condo/Townhouse | Average room A/C & Other residential A/C and heat pumps | R-410A | 2,088.00 | 0.00225 | 2.50000 | 2.50000 | 10.00000 |
| Condo/Townhouse | Household refrigerators and/or freezers | R-134a | 1,430.00 | 0.11538 | 0.60000 | 0.00000 | 1.000000 |

### 5.14.2. Mitigated

| Land Use | Equipment Type | Refrigerant | GWP | Quantity (kg) | Operations Leak Rate | Service Leak Rate | Times Serviced |
|---|---|---|---|---|---|---|---|
| Racquet Club | Other commercial A/C and heat pumps | R-410A | 2,088.00 | 0.00180 | 4.00000 | 4.00000 | 18.0000 |
| Racquet Club | Stand-alone retail refrigerators and freezers | R-134a | 1,430.00 | 0.03750 | 1.000000 | 0.00000 | 1.000000 |
| Condo/Townhouse | Average room A/C & Other residential A/C and heat pumps | R-410A | 2,088.00 | 0.00225 | 2.50000 | 2.50000 | 10.00000 |
| Condo/Townhouse | Household refrigerators and/or freezers | R-134a | 1,430.00 | 0.11538 | 0.60000 | 0.00000 | 1.000000 |

## 5.15. Operational Off-Road Equipment

### 5.15.1. Unmitigated

### 5.15.2. Mitigated

## 5.16. Stationary Sources

### 5.16.1. Emergency Generators and Fire Pumps

### 5.16.2. Process Boilers

## 5.17. User Defined

## 5.18. Vegetation

### 5.18.1. Land Use Change

#### 5.18.1.1. Unmitigated

| Vegetation Land Use Type | Vegetation Soil Type | Initial Acres | Final Acres |
|---|---|---|---|

#### 5.18.1.2. Mitigated

| Vegetation Land Use Type | Vegetation Soil Type | Initial Acres | Final Acres |
|---|---|---|---|

### 5.18.1. Biomass Cover Type

#### 5.18.1.1. Unmitigated

| Biomass Cover Type | Initial Acres | Final Acres |
|---|---|---|

#### 5.18.1.2. Mitigated

| Biomass Cover Type | Initial Acres | Final Acres |
|---|---|---|

### 5.18.2. Sequestration

#### 5.18.2.1. Unmitigated

| Tree Type | Number | Electricity Saved (kWh/year) | Natural Gas Saved (btu/year) |
|---|---|---|---|

#### 5.18.2.2. Mitigated

| Tree Type | Number | Electricity Saved (kWh/year) | Natural Gas Saved (btu/year) |
|---|---|---|---|

# 6. Climate Risk Detailed Report

## 6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

| Climate Hazard | Result for Project Location | Unit |
|---|---|---|
| Temperature and Extreme Heat | 30.5000 | annual days of extreme heat |
| Extreme Precipitation | 10.9000 | annual days with precipitation above 20 mm |
| Sea Level Rise | — | meters of inundation depth |
| Wildfire | 6.85000 | annual hectares burned |

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

## 6.2. Initial Climate Risk Scores

| Climate Hazard | Exposure Score | Sensitivity Score | Adaptive Capacity Score | Vulnerability Score |
|---|---|---|---|---|
| Temperature and Extreme Heat | N/A | N/A | N/A | N/A |
| Extreme Precipitation | 2 | 0 | 0 | N/A |
| Sea Level Rise | N/A | N/A | N/A | N/A |
| Wildfire | 1 | 0 | 0 | N/A |
| Flooding | N/A | N/A | N/A | N/A |
| Drought | N/A | N/A | N/A | N/A |

| | | | | |
|---|---|---|---|---|
| Snowpack Reduction | 0 | 0 | 0 | N/A |
| Air Quality Degradation | N/A | N/A | N/A | N/A |

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

## 6.3. Adjusted Climate Risk Scores

| Climate Hazard | Exposure Score | Sensitivity Score | Adaptive Capacity Score | Vulnerability Score |
|---|---|---|---|---|
| Temperature and Extreme Heat | N/A | N/A | N/A | N/A |
| Extreme Precipitation | 2 | 1 | 1 | 3 |
| Sea Level Rise | N/A | N/A | N/A | N/A |
| Wildfire | 1 | 1 | 1 | 2 |
| Flooding | N/A | N/A | N/A | N/A |
| Drought | N/A | N/A | N/A | N/A |
| Snowpack Reduction | 1 | 1 | 1 | 2 |
| Air Quality Degradation | N/A | N/A | N/A | N/A |

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

## 6.4. Climate Risk Reduction Measures

# 7. Health and Equity Details

## 7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

**1058**

| Indicator | Result for Project Census Tract |
|---|---|
| Exposure Indicators | — |
| AQ-Ozone | 60.6596 |
| AQ-PM | 0.68451 |
| AQ-DPM | 44.4306 |
| Drinking Water | 36.6429 |
| Lead Risk Housing | 35.5514 |
| Pesticides | 0.00000 |
| Toxic Releases | 7.15179 |
| Traffic | 31.4375 |
| Effect Indicators | — |
| CleanUp Sites | 0.00000 |
| Groundwater | 83.4468 |
| Haz Waste Facilities/Generators | 76.2012 |
| Impaired Water Bodies | 77.2995 |
| Solid Waste | 91.0424 |
| Sensitive Population | — |
| Asthma | 30.1969 |
| Cardio-vascular | 3.25274 |
| Low Birth Weights | 83.5001 |
| Socioeconomic Factor Indicators | — |
| Education | — |
| Housing | 62.8264 |
| Linguistic | 30.6943 |
| Poverty | 43.8945 |
| Unemployment | — |

## 7.2. Healthy Places Index Scores

**1059**

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

| Indicator | Result for Project Census Tract |
|---|---|
| Economic | — |
| Above Poverty | 51.85422815 |
| Employed | 43.12844861 |
| Median HI | 47.42717824 |
| Education | — |
| Bachelor's or higher | 72.4111382 |
| High school enrollment | 100 |
| Preschool enrollment | 22.25073784 |
| Transportation | — |
| Auto Access | 65.16104196 |
| Active commuting | 70.73014244 |
| Social | — |
| 2-parent households | 57.83395355 |
| Voting | 55.38303606 |
| Neighborhood | — |
| Alcohol availability | 72.26998588 |
| Park access | 52.48299756 |
| Retail density | 30.54022841 |
| Supermarket access | 35.95534454 |
| Tree canopy | 96.76632876 |
| Housing | — |
| Homeownership | 74.34877454 |
| Housing habitability | 67.99692031 |
| Low-inc homeowner severe housing cost burden | 15.89888361 |
| Low-inc renter severe housing cost burden | 87.80957269 |
| Uncrowded housing | 68.66418581 |
| Health Outcomes | — |

**1060**

| | |
|---|---|
| Insured adults | 65.30219428 |
| Arthritis | 0.0 |
| Asthma ER Admissions | 92.2 |
| High Blood Pressure | 0.0 |
| Cancer (excluding skin) | 0.0 |
| Asthma | 0.0 |
| Coronary Heart Disease | 0.0 |
| Chronic Obstructive Pulmonary Disease | 0.0 |
| Diagnosed Diabetes | 0.0 |
| Life Expectancy at Birth | 78.8 |
| Cognitively Disabled | 64.4 |
| Physically  Disabled | 33.4 |
| Heart Attack ER Admissions | 93.6 |
| Mental Health Not Good | 0.0 |
| Chronic Kidney Disease | 0.0 |
| Obesity | 0.0 |
| Pedestrian Injuries | 56.2 |
| Physical Health Not Good | 0.0 |
| Stroke | 0.0 |
| Health Risk Behaviors | — |
| Binge Drinking | 0.0 |
| Current Smoker | 0.0 |
| No Leisure Time for Physical Activity | 0.0 |
| Climate Change Exposures | — |
| Wildfire Risk | 86.6 |
| SLR Inundation Area | 0.0 |
| Children | 20.9 |
| Elderly | 20.5 |

**1061**

| | |
|---|---|
| English Speaking | 98.1 |
| Foreign-born | 9.8 |
| Outdoor Workers | 39.6 |
| Climate Change Adaptive Capacity | — |
| Impervious Surface Cover | 88.3 |
| Traffic Density | 42.0 |
| Traffic Access | 0.0 |
| Other Indices | — |
| Hardship | 24.5 |
| Other Decision Support | — |
| 2016 Voting | 59.9 |

## 7.3. Overall Health & Equity Scores

| Metric | Result for Project Census Tract |
|---|---|
| CalEnviroScreen 4.0 Score for Project Location (a) | 41.0000 |
| Healthy Places Index Score for Project Location (b) | 62.0000 |
| Project Located in a Designated Disadvantaged Community (Senate Bill 535) | No |
| Project Located in a Low-Income Community (Assembly Bill 1550) | No |
| Project Located in a Community Air Protection Program Community (Assembly Bill 617) | No |

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

## 7.4. Health & Equity Measures

No Health & Equity Measures selected.

## 7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

## 7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

# 8. User Changes to Default Data

## 8.1. Justifications

| Screen | Justification |
|---|---|
| Construction: Construction Phases | Total construction period is estimated to be 24 months. |
| Construction: Paving | Based on current site plan. |
| Operations: Hearths | No wood fireplaces or stoves would be provided. |
| Operations: Landscape Equipment | Modified to reflect average snowfall days per year in South Lake Tahoe. |

## 8.4. Construction

### 8.4.1. Construction Phases

| Phase Type | Phase Name | Model Parameter | Default Value | New Value |
|---|---|---|---|---|
| Demolition | Demolition | End Date | 4/29/2027 | 5/31/2027 |
| Demolition | Demolition | Work Days per Phase | 20.0000 | 43.0000 |
| Site Preparation | Site Preparation | Start Date | 4/30/2027 | 6/1/2027 |
| Site Preparation | Site Preparation | End Date | 5/7/2027 | 8/31/2027 |
| Site Preparation | Site Preparation | Work Days per Phase | 5.00000 | 66.0000 |
| Grading | Grading | Start Date | 5/8/2027 | 9/1/2027 |
| Grading | Grading | End Date | 5/19/2027 | 9/30/2027 |
| Grading | Grading | Work Days per Phase | 8.00000 | 22.0000 |
| Building Construction | Building Construction | Start Date | 5/20/2027 | 10/1/2027 |
| Building Construction | Building Construction | End Date | 4/6/2028 | 10/31/2028 |
| Building Construction | Building Construction | Work Days per Phase | 230.000 | 283.000 |
| Paving | Paving | Start Date | 4/7/2028 | 11/1/2028 |
| Paving | Paving | End Date | 5/2/2028 | 3/31/2029 |
| Paving | Paving | Work Days per Phase | 18.0000 | 108.000 |

| | | | | |
|---|---|---|---|---|
| Architectural Coating | Architectural Coating | Start Date | 5/3/2028 | 11/1/2028 |
| Architectural Coating | Architectural Coating | End Date | 5/28/2028 | 3/31/2029 |
| Architectural Coating | Architectural Coating | Work Days per Phase | 18.0000 | 108.000 |

### 8.4.9. Paving

| Phase Name | Land Use | Model Parameter | Units | Default Value | New Value |
|---|---|---|---|---|---|
| Paving | Racquet Club | Area Paved | acres | 0.00000 | 4.00000 |
| Paving | Racquet Club | % Asphalt | % | 0.00000 | 4.00000 |

## 8.5. Operations

### 8.5.2. Area Sources

### 8.5.2.4. Landscape Equipment

| Model Parameter | Units | Default Value | New Value |
|---|---|---|---|
| Snow Days | day/yr | 0.00000 | 40.0000 |

# Appendix B

## Biological Resources Assessment

# Biological Resources Assessment

## Tahoe Keys Marina Redevelopment Project

*South Lake Tahoe, CA*

## Tahoe Keys SMI, LLC

17330 Preston Road Suite #100c
Dallas, TX 75252



**December 2025**

NCE
P.O. Box 1760
Zephyr Cove, NV 89448
NCE Project No. 1259.03.25

Collaboration. Commitment. Confidence.℠

## Biological Resources Assessment

# Tahoe Keys Marina Redevelopment Project

## South Lake Tahoe, CA

December 2025

**Prepared for:**

**Tahoe Keys SMI, LLC**
17330 Preston Road Suite #100c
Dallas, TX 75252

**Prepared by:**


Dylan Karlowicz
Staff Biologist II

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**NCE**
P.O. Box 1760
Zephyr Cove, NV 89448


**NCE Project No. 1259.03.25**

# Executive Summary

Tahoe Keys SMI, LLC (TKSMI) is proposing the redevelopment of the Tahoe Keys Marina (TKM), hereafter referred to as the Tahoe Keys Marina Redevelopment Project (Project), in order to revitalize the TKM land side facilities and operations. The Project would involve the demolition of 3 existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot (sf) indoor boat storage facility with indoor water tanks, 3 units of workforce housing (to replace the 3 existing units that would be demolished as part of the Project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated, and the existing bulkhead that borders the lagoon would be replaced. A significant element of the Project is bringing the site into compliance with water quality best management practices and assisting in controlling aquatic invasive species. The City of South Lake Tahoe is acting as lead agency, in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000-21177) and the State CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387).

The approximately 16.5-acre Project area is predominately developed or open water. Perennial open water in the lagoon is an extension of Lake Tahoe created by dredging during the development of the Tahoe Keys in the 1960s and 1970s. Aquatic vegetation present in the lagoon includes native Andean watermilfoil (*Myriophyllum quitense*) and non-native Eurasian watermilfoil (*M. spicatum*). Vegetation in the upland portion of the Project area includes:

- Trees, shrubs, and ornamental landscaping around the existing paved areas, buildings, bulkhead, and boat launch.
- Big sagebrush (*Artemisia tridentata*) shrubland along the berms of the dredge spoils containment area and current boat trailer storage area.
- Forbs and ruderal species in the undeveloped parcel along Venice Drive.
- Wetland plant species and standing water in the 2,449-sf regularly maintained stormwater basin.

A Biological Study Area (BSA) was established for database research and background review of the Project. The BSA is defined as a 1-mile buffer of the Project area. Dominant vegetation communities in the BSA include Jeffrey pine (*Pinus jeffreyi*) and lodgepole pine (*P. contorta*) forests, quaking aspen (*Populus tremuloides*) forest and shrubland, wet meadow, willow (*Salix* spp.) scrub, upper montane mixed chaparral, and perennial grassland. The BSA includes urbanized areas including the Tahoe Keys, Tahoe Island, Highland Woods, and Al Tahoe. The BSA also includes the Upper Truckee Marsh wetland which is an environmentally sensitive area that provides habitat for numerous special status species (SSS). SSS refers broadly to plants and animals that receive some level of protection or designation under federal, state, or local regulations because of their rarity, threat of extinction, or other conservation concerns.

Reconnaissance-level field surveys of the Project area were performed on July 17 and 18, 2024, May 19 and 20, 2025, and October 29, 2025, to evaluate vegetation communities and habitats, develop an inventory of plants and wildlife, and determine the potential for SSS to occur in the Project area and immediate vicinity in the BSA.

A California Natural Diversity Database (CNDDB) search was conducted for the BSA on October 4, 2025, which identified occurrences of 13 SSS including American goshawk (*Accipiter atricapillus*), bank swallow (*Riparia riparia*), Great Basin rams-horn (*Helisoma newberryi*), Lahontan Lake tui chub (*Siphateles bicolor pectinifer*), Lahontan mountain sucker (*Catostomus lahontan*), Lake Tahoe amphipod (*Stygobromus lacicolus*), Lake Tahoe benthic stonefly (*Capnia lacustra*), Lake Tahoe stygobromid (*S. tahoensis*), mountain whitefish (*Prosopium williamsoni*), northern leopard frog (*Lithobates pipiens*), Tahoe yellow cress (*Rorippa subumbellata*), western bumble bee (*Bombus occidentalis*), and yellow-headed blackbird (*Xanthocephalus xanthocephalus*). During the reconnaissance-level surveys, a bank swallow and yellow-headed blackbird were observed east of the Project area in the Upper Truckee Marsh. In addition, Tahoe yellow cress was observed northeast of the Project area along the shore of Lake Tahoe. Habitat in the Project area is either lacking or heavily disturbed for the species identified by the CNDDB, but bank swallow and yellow headed blackbird are present in the BSA and may occur in the Project area as transients or flyovers. Bald eagles (*Haliaeetus leucocephalus*) and ospreys (*Pandion haliaetus*) were also observed in the BSA during the reconnaissance-level surveys, but there are no known nest sites for these species in the BSA.

A United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) report and species list was accessed through the IPaC website for the Project area on October 30, 2025. The IPaC report species list identified the potential for 7 SSS including gray wolf (*Canis lupus*), Sierra Nevada red fox (*Vulpes vulpes necator*), California spotted owl (*Strix occidentalis occidentalis*), northwestern pond turtle (*Actinemys marmorata*), Sierra Nevada yellow-legged frog (SNYLF) (*Rana sierrae*), Lahontan cutthroat trout (LCT) (*Oncorhynchus clarkii henshawi*), and monarch butterfly (*Danaus plexippus*). The IPaC report indicated no critical habitat for these species is present within the Project area. During the surveys, potential habitat for LCT was identified in the Project area. LCT were not observed; however, LCT are assumed to be present based on the Project area's connection to Lake Tahoe and the ongoing restoration and stocking efforts in the Tahoe Basin. Following the reconnaissance-level surveys, evaluation of suitable habitats, and review of the best available information, it was determined that the Project "may affect but is not likely to adversely affect" LCT during replacement of the bulkhead and relocation of the boat launch. Therefore, the United States Army Corps of Engineers (USACE) as the federal action agency will initiate informal consultation with USFWS for LCT. It was determined the Project will have no effect on the other species included on the IPaC species list considering known population ranges, habitat conditions, and lack of occurrence data in the BSA.

This Project is located outside of National Oceanic and Atmospheric Administration (NOAA) Fisheries jurisdiction; therefore, a NOAA Fisheries species list is not required and no effects to NOAA Fisheries species are anticipated.

A California Native Plant Society (CNPS) rare plant inventory 1-quad search was conducted, and 13 California Rare Plant Rank 1 and 2 species were identified. Habitat for these species was assessed during the reconnaissance-level surveys. NCE determined, based on elevation ranges, habitat requirements, and conditions in the Project area, that 5 of these species are absent, 7 are unlikely to occur, and 1 has potential to occur. The species unlikely to occur include upswept moonwort (*Botrychium ascendens*), watershield (*Brasenia schreberi*), Davy's sedge (*Carex davyi*), American manna grass (*Glyceria grandis*), broad-nerved hump-moss (*Meesia uliginosa*), marsh skullcap (*Scutellaria galericulata*), and slender-leaved pondweed (*Stuckenia filiformis* ssp. *alpina*). Tahoe yellow cress has potential to occur considering the presence of lake margin habitat and proximity of CNDDB and Tahoe Yellow Cress Adaptive Management Working Group (AMWG) monitoring occurrences around the Project area. Publicly available AMWG monitoring data shows that Tahoe yellow cress was present

at the Upper Truckee East, Upper Truckee West, Tahoe Keys, and Lighthouse monitoring sites in the BSA in 2019, which is the most recently available online data (TRPA 2025). A localized cluster of approximately 15 Tahoe yellow cress individuals was observed in the BSA during the May 20, 2025, reconnaissance-level survey along the shoreline of Lake Tahoe approximately 800 feet north of the Project area (Upper Truckee West AMWG monitoring site). Lake margin habitat conditions in the Project area are developed, heavily disturbed, and/or artificial (from dredging) and provide limited habitat for the species.

Avoidance and minimization measures described in this Biological Resources Assessment will be incorporated into the Project environmental document, as appropriate, to prevent impacts to SSS, including those listed (or candidates for listing) under the California Endangered Species Act and Federal Endangered Species Act, and those protected under the Migratory Bird Treaty Act and other state, federal, or local laws.

Permitting requirements will depend on final Project improvements and potential impacts. However, based on review of the biological factors and Waters of the United States/Waters of the State conditions, the following permits will be required:

- USACE Section 404 Nationwide Permit 28 – Modifications of Existing Marinas
- Regional Water Quality Control Board Section 401 Water Quality Certification/Report of Waste Discharge Notice of Intent (Covered under the 404 Nationwide Permit 28)
- California Department of Fish and Wildlife Section 1602 Lake and Streambed Alteration Agreement
- Tahoe Regional Planning Agency Major Marina Project Application
- City of South Lake Tahoe Building Permit

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# List of Abbreviations

| Abbreviation | Definition |
|---|---|
| AIS | Aquatic Invasive Species |
| AMWG | Adaptive Management Working Group |
| BIOS | Biogeographic Information and Observation System |
| BMP | Best Management Practice |
| BRA | Biological Resources Assessment |
| BSA | Biological Study Area |
| Cal-IPC | California Invasive Plant Council |
| CALVEG | Classification and Assessment with Landsat of Visible Ecological Groupings |
| CDFW | California Department of Fish and Wildlife |
| CEQA | California Environmental Quality Act |
| CESA | California Endangered Species Act |
| CFR | Code of Federal Regulations |
| CNDDB | California Natural Diversity Database |
| CNPS | California Native Plant Society |
| CWA | Clean Water Act |
| FESA | Federal Endangered Species Act |
| GIS | Geographic Information System |
| IPaC | Information for Planning and Consultation |
| LCT | Lahontan cutthroat trout |
| LSAA | Lake and Streambed Alteration Agreement |
| LTBMU | Lake Tahoe Basin Management Unit |
| LTBWCG | Lake Tahoe Basin Weed Coordinating Group |
| MBTA | Migratory Bird Treaty Act |
| NOAA | National Oceanic and Atmospheric Administration |

| | |
|---|---|
| NPPA | Native Plant Protection Act |
| NWI | National Wetland Inventory |
| RWQCB | Regional Water Quality Control Board |
| SF | Square Feet |
| SNYLF | Sierra Nevada Yellow-legged Frog |
| SSS | Special Status Species |
| TKM | Tahoe Keys Marina |
| TKSMI | Tahoe Keys SMI, LLC |
| TRPA | Tahoe Regional Planning Agency |
| USACE | United States Army Corps of Engineers |
| USDA | United States Department of Agriculture |
| USFS | United States Forest Service |
| USFWS | United States Fish and Wildlife Service |
| WOUS | Waters of the United States |

# 1 Introduction

The Tahoe Keys Marina (TKM) has been a central feature of boating, public recreation, and waterway access to Lake Tahoe since its construction in the 1960s and 1970s. TKM is located in the City of South Lake Tahoe (City) on the south shore of Lake Tahoe and includes parcels 022-210-021, 022-210-032, 022-210-040, and 022-210-044. Under the watch of its previous owners, TKM suffered substantial physical deterioration, deferred maintenance, general neglect, and a lack of adequate investment to maintain the marina as a world-class destination. Tahoe Keys SMI, LLC (TKSMI) purchased TKM in December 2021 with the intended goal and objective of redeveloping the property into a marquee marina commensurate with the caliber of Lake Tahoe, the City, and the surrounding communities. Since its purchase, TKSMI has diligently worked to improve the existing physical and environmental shortcomings of the marina by implementing stormwater/water management controls, actively managing upland storage of boats, and working with agencies to implement aquatic invasive species (AIS) controls. However, to achieve sustainable long-term environmental improvements, TKSMI must reconstruct the physical infrastructure required to achieve applicable environmental performance standards now and into the future.

This Biological Resources Assessment (BRA) was prepared for the Tahoe Keys Redevelopment Project on behalf of Tahoe Keys SMI, LLC (TKSMI). This BRA describes the biological resources in the Project area and the potential for impacts to biological resources that must be considered for permit applications and compliance with various regulations under the California and Federal Endangered Species Acts (CESA and FESA, respectively), the California Environmental Quality Act (CEQA), and the Tahoe Regional Planning Agency (TRPA) Code of Ordinances.

The objectives of this report are to:

- Summarize all site-specific information related to existing biological resources.
- Draw reasonable conclusions about the biological resources that could occur in the Project area based on habitat suitability, historical occurrences, existing data, and the proximity of the Project to a species' known range.
- Identify and discuss the potential impacts to biological resources from the proposed Project likely to occur on and near the site within the context of CEQA.
- Identify avoidance and minimization measures that would reduce potential impacts and that are generally consistent with recommendations of the resource agencies for affected biological resources.

## 1.1 Project Description

TKSMI is proposing the redevelopment of the TKM, hereafter referred to as the Tahoe Keys Marina Redevelopment Project (Project), in order to revitalize the TKM land side facilities and operations. The Project would involve the demolition of 3 existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot (sf) indoor boat storage facility with indoor water tanks, 3 units of workforce housing (to replace the 3 existing units that would be demolished as part of the Project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated, and the existing bulkhead that borders the lagoon would be replaced. A significant element of the

Project is bringing the site into compliance with water quality best management practices (BMPs) and assisting in controlling AIS. The City is acting as lead agency in accordance with CEQA (Public Resources Code Sections 21000-21177) and the State CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387).

## 1.2 Surrounding Land Use and Setting

A Biological Study Area (BSA), defined as a 1-mile buffer of the Project area (**Appendix A, Figure 1**), was established for database research and background review of the Project. Dominant vegetation communities in the BSA include Jeffrey pine (*Pinus jeffreyi*) and lodgepole pine (*P. contorta*) forests, quaking aspen (*Populus tremuloides*) forest and shrubland, wet meadow, willow (*Salix* spp.) scrub, upper montane mixed chaparral, and perennial grassland. The BSA includes urbanized areas including the Tahoe Keys, Tahoe Island, Highland Woods, and Al Tahoe. The BSA also includes the Upper Truckee Marsh wetland, which is an environmentally sensitive area that provides high-quality habitat for numerous special status species (SSS) and non-SSS. SSS refers broadly to plants and animals that receive some level of protection or designation under federal, state, or local regulations because of their rarity, threat of extinction, or other conservation concerns.

Within the BSA, land use is approximately 50 percent urban, consisting of roadways, residences, docks, businesses, restaurants, and a school. Approximately 25 percent of the BSA is open space associated with the Upper Truckee Marsh, Trout Creek, and Upper Truckee River corridors, and the remaining 25 percent is open water associated with the TKM lagoon. The open space northeast of the Project area along the Upper Truckee River and Marsh is undergoing restoration by the California Tahoe Conservancy (Conservancy) and includes an unpaved pedestrian trail providing access to the shore of Lake Tahoe.

TKM is an inland marina offering a comprehensive range of boating and recreational services. The marina provides amenities such as boat rentals, maintenance services, fueling stations, boat trailer storage, dry storage, and full service launching and landing. The marina serves as a hub for boating enthusiasts in the Lake Tahoe region and on peak summer days experiences substantial boating activity and traffic. TKM maintains a high occupancy rate, with its slips often fully booked and a waiting list for annual rentals.

## 1.3 Relevant Regulations

### 1.3.1 Federal

#### Endangered Species Act

The FESA protects plants and wildlife that are listed as endangered or threatened by the United States Fish and Wildlife Service (USFWS). Section 9 of the FESA prohibits the taking of endangered wildlife, where taking is defined as “harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or attempt to engage in such conduct” (50 Code of Federal Regulations [CFR] 17.3). This statute also governs removing, possessing, maliciously damaging, or destroying any endangered plant on federal land and removing, cutting, digging up, damaging, or destroying any endangered plant on non-federal land, in knowing violation of state law.

Under Section 7 of the FESA, federal agencies are required to consult with the USFWS or National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NOAA Fisheries), as applicable, if their actions, including permit approvals or funding, could adversely affect an endangered species (including plants) or its critical habitat. Through consultation and the issuance of a biological opinion, the USFWS or NOAA

Fisheries may issue an incidental take statement allowing take of the species that is incidental to another authorized activity provided the action will not jeopardize the continued existence of the species. Section 10 of the FESA provides for issuance of incidental take permits to private parties provided a habitat conservation plan is developed.

#### Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA; 16 United States Code [U.S.C.] Section 703 *et seq.*) states it is unlawful at any time, by any means or in any manner, to pursue, hunt, take, capture, or kill migratory birds. The law also applies to the removal of nests occupied by migratory birds during the breeding season. The list of bird species protected under the MBTA, which includes raptors, can be found in CFR Title 50, Part 10.13.

#### Bald and Golden Eagle Protection Act

The Bald and Golden Eagle Protection Act, enacted in 1940, prohibits take of bald eagles (*Haliaeetus leucocephalus*) or golden eagles (*Aquila chrysaetos*), including nests, eggs, feathers, or other parts without a permit issued by the Secretary of the Interior. The Act defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb." Regulations further define "disturb" as “to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior" (50 CFR 22.6).

#### Clean Water Act

The Clean Water Act (CWA) provides guidance for the restoration and maintenance of the chemical, physical, and biological integrity of the nation’s waters. Section 404 of the CWA gives the United States Army Corps of Engineers (USACE) jurisdiction over fill materials in essentially all water bodies, including wetlands. All federal agencies are to avoid impacts to wetlands whenever there is a practicable alternative. Section 404 establishes a permit program administered by USACE regulating the discharge of dredged or fill material into Waters of the United States (WOUS), including wetlands. Section 401 of the CWA requires that an applicant for a federal license or permit that allows activities resulting in a discharge to WOUS must obtain a state certification that the discharge complies with other provisions of the CWA. The State Water Resources Control Board and Regional Water Quality Control Board (RWQCB) administer the certification program in California. The guidelines allow the discharge of dredged or fill material into the aquatic system only if there is no practicable alternative that would have less adverse impacts.

### 1.3.2 State

#### California Endangered Species Act and California Fish and Game Code

Pursuant to the CESA and Section 2081 of the California Fish and Game Code, an Incidental Take Permit from the California Department of Wildlife (CDFW) is required for Projects that could result in the “take” of a State listed threatened or endangered species. Under the CESA, “take” is defined as an activity that would directly or indirectly kill an individual of a species proposed for listing (called “candidates” by the state). Section 2080 of the California Fish and Game Code prohibits the taking, possession, purchase, sale, and import or export of

endangered, threatened, or candidate species, unless otherwise authorized by permit or in the regulations. A Section 2081 permit is issued when a Project is consistent with an existing Biological Opinion.

#### California Native Plant Protection Act

The Native Plant Protection Act (NPPA) of 1977 (California Fish and Game Code Sections 1900 – 1913) was created to "preserve, protect and enhance rare and endangered plants in this State." The NPPA is administered by CDFW. The Fish and Wildlife Commission has the authority to designate native plants as "endangered" or "rare" and to protect endangered and rare plants from take. CESA provided further protection for rare and endangered plant species, but the NPPA remains part of the California Fish and Game Code.

#### California Fish and Game Code Section 1602 - Streambed Alteration Agreement

Sections 1600 – 1616 of the California Fish and Game Code protect Waters of the State. Section 1602 of the code regulates any work that will: 1) substantially divert or obstruct the natural flow of any river, stream, or lake; 2) substantially change or use any material from the bed, channel, or bank of any river, stream, or lake; or 3) deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake. For Project activities that may affect stream channels and/or riparian vegetation regulated under Sections 1600 through 1603, CDFW authorization is required in the form of a Lake and Streambed Alteration Agreement (LSAA).

#### California Fish and Game Code Section 3503 – Nesting Birds

Nesting birds are protected in California under CDFG Code Section 3503. Section 3503 states, "It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." Birds of prey are also protected in California under provisions of the CDFG Code Section 3503.5, which states that it is "unlawful to take, possess, or destroy any birds in the order Falconiformes or Strigiformes (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Construction disturbance during the breeding season could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Disturbance that causes nest abandonment and/or loss of reproductive effort is considered take by the CDFW.

### 1.3.3 Local

#### Tahoe Regional Planning Agency Code of Ordinances and Regional Plan

The TRPA Code of Ordinances includes requirements for protection and management of "sensitive plants" and "uncommon plant communities," regulations regarding tree removal, and protection of wildlife habitat, including stream environment zones (TRPA Code Chapter 61). The TRPA Code also includes regulations regarding protection of certain animal species known as "special interest species" (TRPA Code Chapter 62). TRPA designated special interest species are species that are "locally important because of rarity or other public interest, and threatened, endangered, or rare species as designated under state and federal endangered species acts."

Updated in 2012, the TRPA Regional Plan identifies goals for the region and policies that establish the strategies necessary to achieve those goals. The TRPA Regional Plan integrates the requirements of the Bi-State Compact,

the thresholds for special interest species and their habitats, related plans and legal requirements, and the public's input. As a result, the TRPA Regional Plan provides coordinated and integrated direction for the TRPA's regulatory Code of Ordinances and implementation programs.

### El Dorado County General Plan, Objective 7.4.2: Identify and Protect Resources

The El Dorado County General Plan identifies and protects critical fish and wildlife habitat where feasible, including deer winter, summer, and fawning ranges; deer migration routes; stream and river riparian habitat; lake shore habitat; fish spawning areas; wetlands; wildlife corridors; and diverse wildlife habitat.

## 1.4 Permitting Requirements

Based on a review of the biological factors and WOUS/Waters of the State conditions the following permits will be required for the Project. Permitting requirements will depend on final Project design and potential impacts:

- USACE Section 404 Nationwide Permit 28 – Modifications of Existing Marinas
- RWQCB Section 401 Water Quality Certification/Report of Waste Discharge Notice of Intent (Covered under the 404 Nationwide Permit 28)
- CDFW Section 1602 LSAA
- TRPA Major Marina Project Application
- City of South Lake Tahoe Building Permit

# 2 Study Methods

## 2.1 Database Research

SSS databases were reviewed to determine the presence, absence, and potential for SSS to occur within the Project area. The following site-specific references and background information were reviewed:

- California Native Plant Society (CNPS) Rare Plant Inventory (CNPS 2025)
    - 2025 Inventory of rare and endangered plants occurrences
- California Natural Diversity Database (CNDDB) (CDFW 2025a)
    - 2025 Inventory of rare plants and wildlife occurrences
- USFWS Information for Planning and Consultation (IPaC) (USFWS 2025a)
    - Federally endangered and threatened species, and their critical habitats, that may occur or be affected by the Project (**Appendix B**)
- CDFW Special Animals List (CNDDB 2025)
    - 2025 state listed species
- TRPA and Lake Tahoe Basin Management Unit (LTBMU) open Geographic Information System (GIS) data (TRPA 2025)
    - Sensitive and special interest plant and wildlife species information

## 2.2 Reconnaissance-level Surveys

Reconnaissance-level field surveys of the Project area were performed on July 17 and 18, 2024, May 19 and 20, 2025, and October 29, 2025, by an NCE scientist to evaluate and verify vegetation communities, assess habitat for SSS, and develop a baseline inventory of SSS and non-SSS wildlife and botanical resources (**Table 1**). The reconnaissance-level surveys involved walking meandering transects through the Project area identifying suitable habitats for SSS, identifying plants and vegetation communities, observing aquatic species in the lagoon from the marina shore and docks, observing birds and noting any potential nest sites, identifying potential bat roosts, and noting any other wildlife observations, including tracks and other signs. Microhabitats, structures, or other biological features that may provide refugia for SSS, such as ponds, snags, and burrows were also noted. The botanical component was conducted by walking the entire Project area following the CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW 2018). All plant and animal species observed were identified and recorded to the taxonomic level necessary to determine their rarity or listing status.

*Table 1. Reconnaissance-level survey dates, times, and weather conditions.*

| Date | Start-End Time | Temperature (°F) | Wind Speed (mph) | Cloud Cover (%) |
|---|---|---|---|---|
| July 17, 2024 | 13:00 – 16:52 | 81 – 82 | 1 – 5 | 0 – 10 |
| July 18, 2024 | 09:40 – 14:40 | 66 – 80 | 0 – 3 | 10 – 50 |
| May 19, 2025 | 07:40 – 15:16 | 58 – 74 | 1 – 3 | 0 – 10 |
| May 20, 2025 | 08:28 – 12:17 | 49 – 62 | 0 – 6 | 0 |
| October 29, 2025 | 10:14 – 13:03 | 53 – 63 | 1 – 3 | 0 |

Seasonal and daily timing was appropriate for reconnaissance-level field surveys of biological resources in the Project area. Survey equipment used included binoculars, a Kestrel 3000 pocket weather meter, notebook, and an iPhone utilizing ESRI Field Maps software to document field observations.

# 3 Results

## 3.1 Physical Conditions

The Project area is located within Sections 4 and 5, Township 12 north, Range 18 east within the United States Geological Survey Emerald Bay 7.5-minute quadrangle map. The elevation within the Project area is approximately 6,240 feet above mean sea level. Topography in the BSA is generally flat, with moderate gentle slopes in the upland areas, and flat open areas associated with the Upper Truckee Marsh and Upper Truckee River corridor (**Appendix A, Figure 1**). Photographs of the Project area are presented in **Appendix C**.

The regional climate in South Lake Tahoe consists of mild, warm summers and cold winters. Temperatures vary throughout the year from an average maximum temperature of 79.7 degrees Fahrenheit in July to an average minimum temperature in December of 16.2 degrees Fahrenheit. Most precipitation falls from October to April, averaging 16.3 inches per year. Average annual snow depth is 2 inches, with a maximum monthly average snow depth of 8 inches in January (Western Regional Climate Center 2023).

According to the Natural Resource Conservation Service Web Soil Survey, the Project area contains 15.7 acres of Oxyaquic Xerorthents-Water association, 0 to 5 percent slopes, 0.6 acres of Tahoe complex, 0 to 2 percent slopes, and 0.3 acres of Marla loamy coarse sand, 0 to 5 percent slopes (United States Department of Agriculture [USDA] 2025).

## 3.2 Biological Conditions

### 3.2.1 National Wetland Inventory and Aquatic Resources

The USFWS National Wetland Inventory (NWI) identifies freshwater forested/shrub wetland, freshwater emergent wetland, and lake features within the Project area (**Appendix A, Figure 2**). Jurisdictional aquatic resources were delineated by NCE for USACE and CDFW permit applications on July 30, 2024, and it was determined that open water in the lagoon, which is connected to Lake Tahoe, a Traditionally Navigable Waterway, is jurisdictional. No other jurisdictional aquatic resources were determined to be present (Suntex Marinas 2024).

### 3.2.2 CALVEG

Natural communities and vegetation types in the BSA were initially analyzed with Classification and Assessment with Landsat of Visible Ecological Groupings (CALVEG) data and verified during the reconnaissance-level surveys. Vegetation alliances in the BSA include Jeffrey pine, lodgepole pine, mixed conifer - fir, big sagebrush (*Artemisia tridentata*), upper montane mixed chaparral, wet meadow, perennial grass/forb, quaking aspen, aspen (shrub), willow (riparian scrub), rivers and streams, perennial lakes and ponds, open water, urban/developed, and barren (USDA 2018). The Project area resides within areas mapped as urban/developed, rivers and streams, perennial grasses and forbs, willow (riparian scrub), wet meadow, and Jeffrey pine alliances (**Appendix A, Figure 3**). Unless otherwise referenced, the descriptions of the habitats found in the BSA and Project area below are taken from the United States Forest Service (USFS) Vegetation Descriptions for the Great Basin Ecological Province, CALVEG Zone 9 (USDA 2009).

### Jeffrey Pine Alliance

The Jeffrey Pine Alliance is present in the BSA and Project area. Jeffrey pine assumes dominance without a Great Basin understory occasionally in the Pine Nut Mountains, Fort Sage Mountains - Lemmon Valley and Glass Mountain Subsections (Mono) on flat to moderately steep slopes. Elevations are commonly in the range of approximately 5,200 – 8,600 feet (1,586 – 2,623 meters). Incense cedar (*Calocedrus decurrens*) is associated with this type as well as shrubs of the Upper Montane Mixed Chaparral Alliance, such as greenleaf manzanita (*Arctostaphylos patula*) and mountain whitethorn (*Ceanothus cordulatus*). The Mixed Conifer - Fir Alliance commonly occurs adjacent to these sites.

### Lodgepole Pine Alliance

The Lodgepole Pine Alliance is present in the BSA but absent in the Project area. This alliance has been mapped extensively in the Glass Mountain Subsection and more sparsely in the Sweetwater Mountains - Pine Grove Hills and White Mountains Subsections (Mono) and Sheldon Range Subsection (Northwest). Sites tend to be on flat to low gradient slopes having volcanic and pyroclastic deposits at elevations mainly between 6,800 – 10,600 feet (2,074 – 3,233 meters). Quaking aspen occasionally forms a hardwood understory at elevations below approximately 9,400 feet (2,867 meters). The Eastside Pine Alliance is often found adjacent to this alliance.

### Mixed Conifer - Fir Alliance

The Mixed Conifer - Fir Alliance is present in the BSA but absent in the Project area. The Mixed Conifer - Fir Alliance occurs at elevations up to about 9000 feet (2,745 meters), typically on eastside soils. Three major species define this mixed conifer type: white fir (*Abies concolor*), Jeffrey pine, and/or lodgepole Pine (*P. contorta*). At lower elevations the Mixed Conifer Pine Alliance associates such as Pacific Douglas-Fir (*Pseudotsuga menziesii*) and ponderosa pine (*P. ponderosa*) may occur in trace amounts. As elevations begin to increase, red fir (*A. magnifica*) becomes more prominent. Other associates at all elevations may include sugar pine (*P. lambertiana*) and incense cedar. Upper elevation and Great Basin shrubs are often found on or next to these locations, including greenleaf manzanita, huckleberry oak (*Quercus vaccinifolia*), curlleaf mountain mahogany (*Cercocarpus ledifolius*), snowbrush (*Ceanothus velutinus*), mountain alder (*Alnus incana* ssp. *tenuifolia*), mountain sagebrush (*Artemisia tridentata* ssp. *vaseyana*), and bitterbrush (*Purshia tridentata*). Black oak (*Q. kelloggii*), willows and quaking aspen are also likely to occur.

### Big Sagebrush Alliance

The Big Sagebrush Alliance is present in the BSA, and although it is not mapped in the Project area, big sagebrush is present around the perimeter of the boat trailer storage area. The Big Sagebrush Alliance, consisting of dominant big and/or mountain sagebrush (*Artemisia tridentata* ssp. *vaseyana*), is the most extensively mapped shrub type in this zone, occurring in 16 subsections of the Mono, Northwest, and Southeast Sections. Developing on a wide range of substrates, this alliance has been mapped within the elevation range of approximately 4,200 – 11,000 feet (1,280 – 3,355 meters). It occurs in association with other Great Basin shrubs such as bitterbrush, curlleaf mountain mahogany and black sagebrush (*Artemisia nova*). In association with Jeffrey pine, it is one of the understory indicator species that identifies the Eastside Pine Alliance. It is strongly associated with singleleaf pinyon pine (*P. monophylla*) and Utah juniper (*Juniperus osteosperma*) at lower elevations as well as bristlecone (*P. longaeva*), limber (*P. flexilis*), and lodgepole pines on higher elevation sites.

### Upper Montane Mixed Chaparral Alliance

The Upper Montane Mixed Chaparral Alliance is present in the BSA but absent in the Project area. This alliance is a mid to high elevation shrub type in which no single species is dominant. Not well represented in this zone, it has been mapped sparsely in 6 subsections of the Mono Section and 1 in the Northwest Section. Characteristic, non-dominant species in this area generally include only greenleaf manzanita, mountain whitethorn, and snowbrush. Slopes tend to be south and west facing within the general elevation mapped, approximately 4,400 – 10,400 feet (1,342 – 3,172 meters).

### Wet Meadows Alliance

The Wet Meadows Alliance is present in the BSA but absent in the Project area. Despite the general aridity of this zone, surface and near-surface waters are plentiful in some areas, such as the Owens River watershed in the Crowley Flowlands Subsection of the Mono Section. These seasonally or permanently wet herbaceous sites have been mapped in widely scattered areas over 17 subsections. The Wet Meadows Alliance has been chiefly identified on saturated alluvium and coarse substrates within a wide elevation range from below 4,000 feet (1,220 meters) to approximately 12,000 feet (3,660 meters). Indicator forbs and graminoids of this area include Hartweg iris (*Iris hartwegii*) and western blue flag (*I. missouriensis*), various rushes (*Juncus* spp.), false hellebore (*Veratrum californicum*), buttercup (*Ranunculus* spp.), stinging nettle (*Urtica dioica*), water sedge (*Carex aquatilis*) and various other sedges (*Carex* spp.), mat muhly (*Muhlenbergia richardsonis*), streamside bluebells (*Mertensia ciliata*), scented shootingstar (*Dodecatheon redolens*), dwarf larkspur (*Delphinium depauperatum*), fringed willowherb (*Epilobium ciliatum*), and Sierra woodrush (*Luzula orestera*). Since this alliance has been mapped extensively within all subsections of the Northwest Section, some of these sites share alkaline-tolerant species more characteristic of the Alkaline Mixed Grasses and Forbs Alliance as well.

### Perennial Grass and Forb Alliance

The Perennial Grass and Forb Alliance is present in the BSA and Project area. It has been identified in scattered patches within the broad elevation range of approximately 4,000 – 12,000 feet (1,220 – 3,660 meters). It has been mapped within 12 subsections of the Mono, Northwest, and Southeast Sections. Mule's ears (*Wyethia mollis*) is a diagnostic species on many sites, but this alliance includes some species within the Alpine Grasses and Forbs Alliance at the highest elevations. The mixture may include both native and introduced bluegrass (*Poa* spp.), the natives Indian ricegrass (*Achnatherum hymenoides*), Nevada needlegrass (*A. nevadense*), pine needlegrass (*A. pinetorum*), thingrass (*Agrostis pallens*), Great Basin wild rye (*Elymus cinereus*), and squirreltail (*Elymus elymoides*) at most elevations; the non-native crested wheatgrass (*Agropyron desertortum*), tall wheatgrass (*Elytrigia elongata*), and quackgrass (*Elytrigia repens*) on the lowest and more disturbed sites; and many native perennial forbs such as Eaton's daisy (*Erigeron eatonii*), glaucous willowherb (*Epilobium glaberrimum*), Congdon's false horkelia (*Horkeliella congdonis*), and desert biscuitroot (*Lomatium foeniculaceum*).

### Quaking Aspen Alliance

The Quaking Aspen Alliance is present in the BSA but is absent in the Project area. Quaking aspen occurs as an indicator of moist conditions in high elevation meadows and other moist areas. It is generally dominant on more productive sites, often forming dense, long-lived clonal patches on the landscape in the Sweetwater Mountains - Pine Grove Hills and Glass Mountain Subsections, and more sparsely in 8 other subsections of the Mono Section

and 3 subsections of the Northwest Section. In this area, it has been mapped chiefly at elevations above 6,000 feet (1,830 meters) on a variety of geologic substrates. Quaking aspen has been identified as the principal hardwood understory species in bristlecone pine, Jeffrey pine, lodgepole pine, and limber pine sites. Along with arboreal curlleaf mountain mahogany, it forms the hardwood associates of singleleaf pinyon pine stands. Shrub associates on moist sites include interior rose (*Rosa woodsii*), currants (*Ribes* spp.), and silver sagebrush (*Artemisia cana*) and on drier sites big sagebrush, and bitterbrush. Other associated taxa are herbaceous species in dry and seasonally moist grasslands and meadows and riparian hardwoods such as willows and water birch (*Betula occidentalis*).

### Aspen (Shrub) Alliance

The Aspen (Shrub) Alliance is present in the BSA but absent in the Project area. Quaking aspen will persist in a shrub form as snow-sculpted clones in leeward slopes. Such "krummholz aspen" stands have been mapped prominently only in the extreme northwestern border of the Sheldon Range Subsection of the Northwest Section adjacent to the northeastern edge of the Warner Mountains in Modoc County. Elevations are between approximately 6,000 – 8,000 feet (1,830 – 2,440 meters). Such sites are often surrounded by tree-sized aspen clones where conditions are favorable and are associated with species such as lodgepole pine and mountain sagebrush.

### Willow (Riparian Scrub) Alliance

The Willow (Riparian Scrub) Alliance is present in the BSA and Project area. Any single or combination of shrub willow(s) dominate the species composition of this alliance. It has been mapped within a wide elevation range from about 2,200 – 9600 feet (671 – 2,928 meters). In the Northern Sierras, species may include Arctic (*S. arctica*), Booth's (*S. boothii*), Drummond's (*S. drummondiana*), mountain (*S. eastwoodiae*), narrow-leaved (*S. exigua*), Geyer's (*S. geyeriana*), Jepson's (*S. jepsonii*), Arroyo (*S. lasiolepis*), Lemmon's (*S. lemmonii*), strapleaf (*S. ligulifolia*), shining (*S. lucida*), dusky (*S. melanopsis*), Sierra (*S. orestera*), Mackenzie's (*S. prolixa*), snow (*S. reticulata*), or Scouler's (*S. scouleriana*) willows. Many of these sites are adjacent to or include small quantities of quaking aspen, white alder (*Alnus rhombifolia*), and other riparian species.

### Water

Rivers and streams and perennial lakes and ponds are present in the BSA and Project area. Water is labeled in CALVEG mapping in those cases in which permanent sources of surface water are identified within a landscape unit of sufficient size to be mapped. The category includes lakes, streams, and canals of various sizes, bays, and estuaries, and similar water bodies. These areas are considered to have a minimum of vegetation components, except along the edges, which may be mapped as types such as Wet Meadows, Tule-Cattail freshwater marshes, or Pickleweed-Cordgrass saline or mixed marshes. Islands within water bodies may be mapped according to their terrestrial dominant vegetation types.

### Barren

Barren areas are present in the BSA but absent in the Project area. Landscapes generally devoid of vegetation as seen from a high-altitude image source such as aerial photography, are labeled as Barren. This includes mappable landscape units in which surface lithology is dominant, such as exposed bedrock, cliffs, interior sandy or gypsum areas, etc. It does not include areas considered modified or developed, as in urban areas.

### Urban

Urban areas are mapped in the BSA and Project area. This category applies to landscapes that are dominated by urban structures, residential units, or other developed land use elements such as highways, city parks, cemeteries, etc. In those cases, in which the managed landscapes may have a considerable vegetation component, other land use categories may be more appropriate, such as ornamental conifer and hardwood mixtures within city parks.

## 3.3 Database Search and Survey Results

The CNDDB search conducted for the BSA on October 4, 2025, identified occurrences of 13 SSS (**Appendix A, Figure 4**):

- American goshawk (*Accipiter atricapillus*)
- bank swallow (*Riparia riparia*)
- Great Basin rams-horn (*Helisoma newberryi*)
- Lahontan Lake tui chub (*Siphateles bicolor pectinifer*)
- Lahontan mountain sucker (*Catostomus lahontan*)
- Lake Tahoe amphipod (*Stygobromus lacicolus*)
- Lake Tahoe benthic stonefly (*Capnia lacustra*)
- Lake Tahoe stygobromid (*Stygobromus tahoensis*)
- mountain whitefish (*Prosopium williamsoni*)
- northern leopard frog (*Lithobates pipiens*)
- Tahoe yellow cress (*Rorippa subumbellata*)
- western bumble bee (*Bombus occidentalis*)
- yellow-headed blackbird (*Xanthocephalus xanthocephalus*)

During the reconnaissance-level surveys, a bank swallow and yellow-headed blackbird were observed east of the Project area in the Upper Truckee Marsh (**Appendix A, Figure 5a**). Habitat in the Project area is either lacking or heavily disturbed for the species identified by the CNDDB, but bank swallow and yellow-headed blackbird are present in the BSA and may occur in the Project area as transients while flying or foraging. No nesting habitat for these species is present in the Project area. In addition, ospreys (*Pandion haliaetus*), a TRPA special interest species, have been observed during the reconnaissance-level surveys in the BSA flying over the Upper Truckee Marsh east of the Project area. Osprey nesting habitat is absent in the Project area, and no potential nests were observed in the vicinity during the reconnaissance-level surveys. There are no osprey nests in the BSA as documented by the TRPA.

A USFWS IPaC report and species list was accessed through the IPaC website for the Project on October 30, 2025. The IPaC report species list identified the potential for 7 species:

- gray wolf (*Canis lupus*)
- Sierra Nevada red fox (*Vulpes vulpes necator*)

- California spotted owl (*Strix occidentalis occidentalis*)
- northwestern pond turtle (*Actinemys marmorata*)
- SNYLF
- LCT
- monarch butterfly (*Danaus plexippus*)

The IPaC report indicated no critical habitat for these species is present within the BSA or Project area. During the reconnaissance-level field surveys, potential habitat for LCT was identified in the BSA and Project area, but this species was not observed during the survey. In addition, LTBMU suitable habitat for SNYLF is mapped in the BSA and Project area. Following habitat evaluations during the reconnaissance-level surveys, it was determined that the Project may affect, but is not likely to adversely affect LCT; therefore, informal consultation between the USACE and USFWS will be necessary for LCT.

In addition, 2 bald eagles, which are protected under the Bald and Golden Eagle Protection Act, were observed in the BSA, and 1 briefly flew over the Project area during the July 18, 2024, survey (**Appendix A, Figure 5a**). There are no bald eagle nest sites in the BSA as documented by the TRPA, and potential nest sites in the vicinity were not observed during the reconnaissance-level surveys. No other species identified in the IPaC report, or other federally listed/protected species, were observed during the reconnaissance-level surveys. This Project is located outside of NOAA Fisheries jurisdiction; therefore, a NOAA Fisheries species list is not required and no effects to NOAA Fisheries species are anticipated. A summary of special status wildlife species identified by the database research or otherwise considered for analysis is presented in **Table 2**.

The CNPS rare plant inventory 1-quad search (Emerald Bay) conducted on May 29, 2025, identified 13 California Rare Plant Rank 1 and 2 species with ranges that could overlap with the Project area. Habitat for these species was assessed during the reconnaissance-level surveys, and it was determined 5 species are absent/precluded, 7 species are unlikely to occur, and 1 species has potential to occur based on elevation ranges, habitat requirements, and conditions in the Project area. The species unlikely to occur are:

- upswept moonwort (*Botrychium ascendens*)
- watershield (*Brasenia schreberi*)
- Davy's sedge (*Carex davyi*)
- American manna grass (*Glyceria grandis*)
- broad-nerved hump-moss (*Meesia uliginosa*)
- marsh skullcap (*Scutellaria galericulata*)
- slender-leaved pondweed (*Stuckenia filiformis* ssp. *alpina*)

One plant species, Tahoe yellow cress, was determined to have potential to occur considering the presence of occupied lake margin habitat in the BSA and proximity of CNDDB and Tahoe Yellow Cress Adaptive Management Working Group (AMWG) monitoring occurrences around the Project area. A localized cluster of 15 Tahoe yellow cress plants were observed along the shoreline of Lake Tahoe approximately 800 feet north of the Project area during the May 20, 2025, reconnaissance-level survey (Upper Truckee West AMWG monitoring site). Publicly available AMWG monitoring data shows that Tahoe yellow cress was present at the Upper Truckee East, Upper

Truckee West, Tahoe Keys, and Lighthouse monitoring sites in the BSA in 2019, which is the most recently available online data (TRPA 2025). Lake margin habitat conditions in the Project area are developed, heavily disturbed, and/or artificial (from dredging) and provide limited habitat for the species. A summary of special status plant species identified by the database research or otherwise considered for analysis is presented in **Table 3**.

*Table 2. Special status wildlife species evaluated for the Project.*

| Scientific Name<br>Common Name | Federal Status | State Status | Habitat Requirements | Potential for Occurrence |
|---|---|---|---|---|
| **Mammals** | | | | |
| ***Canis lupus***<br>gray wolf | FE | SE | Wolves can adapt to a wide variety of habitats provided there is abundant prey (CDFW 2025b), large open areas, and minimal human disturbance. They may utilize burrows of other animals or dig new burrows for pup rearing (Heard and Williams 1992). California currently has nine confirmed wolf packs active in Lassen, Modoc, Shasta, and Tehama Counties. There are at least 44 wolves known to be in the state (CDFW 2025b). | **Absent.** Suitable habitat is absent in the Project area and the BSA is located outside of known pack territories and areas of activity. This species is remarkably rare, and no individuals are currently known to occur in the Lake Tahoe basin. Not observed during the reconnaissance-level surveys. |
| ***Vulpes vulpes necator***<br>Sierra Nevada red fox | FE<br>FS:S | ST | In the Sierra Nevada, high-elevation (8,100 – 11,608 feet) forests interspersed with meadows or alpine fell-fields. Open areas are used for hunting while forested habitats are used for cover and reproduction. Forest edges are utilized extensively (Seidensticker 1999). The Sierra Nevada Distinct Population Segment sightings have been limited to federal lands in Alpine, Fresno, Inyo, Madera, Mono and Tuolumne counties. Less than 50 individuals exist in the wild (USFWS 2021). | **Absent.** The Project area does not contain suitable habitat and is outside of typical elevation range. This species is remarkably rare, and no individuals are currently known to occur in the Lake Tahoe basin. Not observed during the reconnaissance-level surveys. |
| **Birds** | | | | |
| ***Accipiter atricapillus***<br>American goshawk | BLM:S<br>FS:S | SI<br>SSC | American goshawks are distributed throughout California in middle to higher elevation forested areas, particularly in the North Coast Ranges through the Sierra Nevada, Klamath, Cascade, and Warner Mountains (Zeiner et al. 1990). Locally, they can be yearlong residents and seasonal migrants. Goshawks usually nest on north-facing slopes near water and require mature conifer or aspen forests with large diameter trees, dense canopy cover, and an open understory interspersed with meadows or shrub patches. Open areas provide foraging opportunities, while logs, snags, and broken-top trees are used as "plucking posts" to de-feather prey (Woodbridge and Hargis 2006). | **Unlikely.** There is 1 occurrence listed in the CNDDB within 1 mile of the Project area, from 1981 at the Tahoe Valley Campground to the south. This species could occur in the BSA or Project area as a transient because suitable conifer and foraging habitat is present along the Upper Truckee Marsh adjacent to the Project area. Suitable nesting and foraging habitat is absent in the Project area and goshawks are unlikely to nest in the BSA considering the level of development and lack of preferred nesting habitat. Not observed during the reconnaissance-level surveys. |
| ***Empidonax traillii***<br>willow flycatcher | FS:S | SE | A rare to locally uncommon summer resident in wet meadow and montane riparian habitats at 2,000 – 8,000 feet (600 – 2,500 meters) in the Sierra Nevada and Cascade Range. They most often occur in broad, open river valleys | **Unlikely.** Suitable nesting habitat is absent within the Project area. Suitable habitat is present in the BSA (Upper Truckee Marsh/Upper Truckee River); however, this species is rare, and occurrence data is lacking. Not observed |

| Scientific Name<br>Common Name | Federal Status | State Status | Habitat Requirements | Potential for Occurrence |
|---|---|---|---|---|
| | | | or large mountain meadows with lush growth of shrubby willows associated with surface water or saturated soils within the defended territory in the early breeding season. Dense willow thickets are required for nesting and roosting. Low, exposed branches are used for singing posts and hunting perches (Bombay et al. 1999, Sanders and Flett 1989, Serena 1982). This species was once locally abundant along willow dominated riparian and meadow communities across California, including the Upper Truckee River (Bombay et al. 2003). | during the reconnaissance-level surveys, and no diagnostic "fitz-bew" calls were heard. According to personal communication with the Conservancy, there are recent willow flycatcher detections in a specific area of the Upper Truckee Marsh, estimated 1,500 feet northeast of the Project area. |
| ***Haliaeetus leucocephalus***<br>bald eagle | FS:S | SE<br>SI | Bald eagles have an expansive range with breeding areas in Northern California, wintering mostly in the Klamath Basin, and a few favored inland areas of Southern California. Locally, they are yearlong residents and migrants in the Tahoe Basin. Bald eagles use shorelines along large bodies of water and river courses for both nesting and wintering. Snags, broken-topped trees, or rocks near water are required for foraging and nesting. Most nests are in large trees with open branches within 1 mile of a water body. In Lake Tahoe, known nesting sites include Emerald Bay and Marlette Lake. Wintering sites are in Taylor, Tallac, Pope, and the Upper Truckee Marsh (Romsos 2000). | **Present**. Suitable habitat is present in the BSA, including TRPA bald eagle wintering habitat mapped in the Upper Truckee Marsh and partially overlapping the southeast corner of the Project area. Two individuals (adult and juvenile) were observed in the Jeffrey pine stand 900 feet northeast of the Project area, then proceeded to briefly fly over the Project area. No nesting habitat is present in the Project area, and bald eagles are unlikely to nest in the BSA considering the level of disturbance/development. |
| ***Pandion haliaetus***<br>osprey | | SI<br>WL | Ospreys occur along rivers, lakes, reservoirs, and seacoasts and often cross land between water bodies. They build large stick nests on living or dead trees or manmade structures, usually near or above water (Campbell et al. 1990, Palmer 1988). In the Lake Tahoe basin, osprey nests are located near the northeastern and southwestern shorelines and near Fallen Leaf Lake (TRPA 2025). | **Present.** Ospreys have been observed in the BSA, over the Upper Truckee Marsh, during the reconnaissance-level surveys. No nest sites were observed, and none are documented in the BSA. |
| ***Riparia riparia***<br>bank swallow | BLM:S | ST | Occurs in open habitats, often near flowing water (American Ornithologists' Union [AOU] 1983). Nests in burrows dug near the tops of steep banks, along the edge of inland water, or along the coast. May also nest in gravel pits, road embankments, etc. Bank swallows typically dig a new burrow each season but sometimes they will use old burrows | **Present.** One individual was observed foraging in the BSA, over the Upper Truckee River adjacent to the Project area. Suitable foraging habitat is present in the BSA, and bank swallows may forage over open water in the Project area. Nesting habitat is absent in the Project area; however, nesting habitat may be present in the BSA. CNDDB |

| Scientific Name Common Name | Federal Status | State Status | Habitat Requirements | Potential for Occurrence |
|---|---|---|---|---|
| | | | or abandoned belted kingfisher (*Megaceryle alcyon*) cavities. Individuals often return to the same nesting area in successive years, depending on nesting success (Turner and Rose 1989). Individuals may forage up to several kilometers from the nesting area over fields, wetlands, water, etc. Bank swallows are neotropical migrants and migrate to South America in late July or early August. They typically arrive to breeding habitats in North America between March and May. | occurrences are from a colony documented by CDFW in 1962, and 1 individual observed in 1976. |
| ***Strix occidentalis occidentalis*** California spotted owl | BLM:S FS:S PT | SSC | An uncommon, permanent resident in dense, old-growth, multi-layered mixed conifer, redwood, and Douglas fir habitats from sea level up to approximately 7,600 feet (2,300 meters). Often associated with sources of water (Garrett and Dunn 1981). May move downslope in winter along the eastern and western slopes of the Sierra Nevada, and in other areas. Uses dense, multi-layered canopy cover for roost seclusion. Complex (multi-layered), high canopy cover (approximately 70 percent) forests provide microclimates, protection, and habitat for prey species. Large trees (>24-inch diameter at breast height), and the canopy cover they provide, are the best predictor for California spotted owl occupancy. The nest tree within a territory is usually the oldest, largest (living or dead), defected tree (cracks, disease scars, decaying wood). Heterogenous habitat (structurally complex forests) with coarse woody debris, vegetation diversity, forest edges, etc., are important characteristics for prey species habitat, such as woodrats, and California spotted owl foraging (USFWS 2022a). | **Unlikely.** The Project area does not contain suitable nesting, roosting, or foraging habitat. Suitable but limited foraging habitat may be present in the BSA; therefore, the species may occur as a nocturnal transient. Not observed during the reconnaissance-level surveys. |
| ***Xanthocephalus xanthocephalus*** yellow-headed blackbird | | SSC | Breeding habitat includes freshwater marshes with bulrush, cattail, and tule. Nests are baskets of woven grasses, reeds, and cattails around stems. Non-breeding habitat includes open agriculture lands, pastures, and fields (AOU 1983). Migrates to the southwest United States and Mexico in the fall. Returns to breeding sites across the United States in the spring. | **Present.** Several territorial Individuals were observed in the BSA, in the Upper Truckee Marsh east of the Project area, during the reconnaissance-level surveys in 2024 and 2025. Suitable foraging and nesting habitats are absent in the Project area, but present in the BSA (Upper Truckee Marsh). CNDDB includes occurrences in the Upper Truckee Marsh in the BSA. |

| Scientific Name<br>Common Name | Federal Status | State Status | Habitat Requirements | Potential for Occurrence |
|---|---|---|---|---|
| **Reptiles** | | | | |
| ***Actinemys marmorata***<br>northwestern pond turtle | BLM:S<br>FS:S<br>PT | SSC | Western pond turtles are semi-aquatic and use a wide range of ephemeral water bodies including rivers, streams, lakes, natural and artificial ponds, wetlands, marshes, vernal pools, reservoirs, irrigation ditches, and estuaries for breeding, feeding, and overwintering. Preferred aquatic conditions include standing or slow-moving water containing underwater shelter sites (vegetation, undercut banks, logs, etc.), and basking sites. Upland habitats are also used for nesting and overwintering. Upland nesting habitat varies but is near aquatic habitat and typically contains sparse vegetation with short grasses and forbs, and little to no canopy cover (USFWS 2023a). | **Absent.** Suitable habitat is absent in the Project area. The Upper Truckee Marsh in the BSA provides suitable habitat; however, the species is not known to occur in the Lake Tahoe basin or other high-elevation habitats in the Sierra Nevada. Not observed during the reconnaissance-level surveys. |
| **Amphibians** | | | | |
| ***Lithobates pipiens***<br>northern leopard frog | | SSC | Found in springs, slow streams, marshes, bogs, ponds, canals, flood plains, reservoirs, and lakes, usually in or near permanent water with rooted aquatic vegetation. In summer, they commonly inhabit wet meadows and fields. Shelter underwater, in damp niches, or in caves when inactive. Wintering sites are usually underwater, though some frogs possibly overwinter underground. Eggs are laid and larvae develop in typically shallow, still, permanent water, in areas well exposed to sunlight. Generally, eggs are attached to vegetation just below the surface of the water (NatureServe 2023a). | **Unlikely.** Suitable habitat is absent in the Project area, but present in the BSA (Upper Truckee Marsh). A buffered CNDDB occurrence from 1933 is present in the BSA, documenting an observation near Tallac Village and Camp Richardson to the west. Not observed during the reconnaissance-level surveys. |
| ***Rana sierrae***<br>Sierra Nevada yellow-legged frog | FE<br>FS:S | ST<br>WL | Inhabit the Sierra Nevada mountains in lakes, ponds, marshes, meadows, and streams at elevations ranging from 4,500 – 12,000 feet (1,370 – 3,660 meters). Their range extends from the western Sierra Nevada north of Fresno County to the eastern Sierra Nevada in Inyo and Mono counties. Breed in the shallows of ponds and lakes or in inlet streams and deposit their eggs underwater in clusters, which they attach to rocks, gravel, or vegetation (USFWS n.d.). | **Absent.** Suitable habitat is mapped by the USFS in the Project area. However, the USFS suitable habitat GIS layer is a buffer of all wetland features in the range of the species. Suitable habitat is absent in the Project area, but present in the BSA (Upper Truckee Marsh). However, the species has not been documented along the Upper Truckee River for numerous decades, as channelization of the river has led to the absence of backwater ponds/pools, streams, and marshes free of predatory fish species. Critical habitat is absent in the BSA. Not observed during the reconnaissance-level surveys. |

| Scientific Name Common Name | Federal Status | State Status | Habitat Requirements | Potential for Occurrence |
|---|---|---|---|---|
| **Fish** | | | | |
| ***Catostomus lahontan*** Lahontan mountain sucker | | SSC | Inhabit shallow (less than 2 meters), clear, low-gradient streams in the Lahontan basin associated with diverse substrates from sand to boulders, in areas with dense cover, macrophytes, logs, and undercut banks. May also be found in larger, more turbid rivers and smaller lakes and reservoirs, but not large lakes such as Tahoe, Eagle, or Pyramid lakes. Largely absent from California reservoirs (CDFW 2015). | **Unlikely.** Suitable habitat is not present in the Project area but is present in the BSA (Upper Truckee River). CNDDB occurrences are present along the Upper Truckee River adjacent to the Project area. However, the species is unlikely to occur in the lagoon and was not observed during the reconnaissance-level surveys. |
| ***Prosopium williamsoni*** mountain whitefish | | SSC | Found in cold mountain lakes at least 10 meters deep and fast, clear, or silty streams with large pools. Stream populations spawn in riffles over gravel and small rubble. Lake populations move into tributaries to spawn between October and early December or seek gravel shallows in lakes. Eggs stick to bottom substrate. No nest is constructed (NatureServe 2023b). | **Unlikely.** The CNDDB includes records of occurrences in Lake Tahoe and along the Upper Truckee River in the BSA. The species is unlikely to occur in the lagoon considering the presence of invasive species and disturbed/absent preferred aquatic habitat. Spawning habitat is not present in the Project area, and the species was not observed during the reconnaissance-level surveys. |
| ***Siphateles bicolor pectinifer*** Lahontan Lake tui chub | | SSC | Found in large, deep lakes. In Lake Tahoe, larger individuals occupy deeper water during the day and shallow water at night. They stay in the upper water column in summer and move deeper in the water column in winter (Miller 1951). When young reach 1 – 2 cm they move from beds of aquatic vegetation to deeper offshore areas. Successful spawning, egg hatching, and larval survival appear to depend on access to algal beds in shallow, inshore areas (Moyle et al. 1995, 1989). | **Unlikely.** The CNDDB includes records of occurrences in Lake Tahoe and along the Upper Truckee River in the BSA. The species is unlikely to occur in the lagoon considering the presence of invasive species and disturbed/absent preferred aquatic habitat. Spawning habitat is not present in the Project area, and the species was not observed during the reconnaissance-level surveys. |
| ***Oncorhynchus clarkii henshawi*** Lahontan cutthroat trout | FT | | Inhabits cool, well-oxygenated freshwater lakes, rivers, and streams. Requires spawning and nursery habitat characterized by cool water pools in close proximity to cover and velocity breaks, well vegetated and stable stream banks, and silt-free rocky substrate in riffle-run areas. Found in drainages of the Truckee, Humboldt, Carson, Walker, and Quinn Rivers (USFWS 1995). | **Potential.** There is low potential the species would occur in the lagoon considering the presence of invasive species and disturbed/absent preferred aquatic habitat. Spawning habitat is not present in the Project area, and the species was not observed during the reconnaissance-level surveys. Since 2022, 100,000 individuals are stocked annually into Lake Tahoe by the Lahontan National Fish Hatchery Complex each year. The Upper Truckee River has also been subject to various LCT restocking efforts. |

| Scientific Name<br>Common Name | Federal Status | State Status | Habitat Requirements | Potential for Occurrence |
|---|---|---|---|---|
| **Insects** | | | | |
| ***Bombus occidentalis***<br>western bumble bee | FS:S | SC | Historical distribution is from the Pacific coast to the Colorado Rocky Mountains; severe population decline west of the Sierra-Cascade Crest, but populations are known from the Great Basin, the Rocky Mountains and Alaska; several subspecies have been suggested. Food plant genera include *Melilotus, Cirsium, Trifolium, Centaurea, Chrysothamnus,* and *Eriogonum* (Koch et al. 2012). | **Potential.** Numerous individuals of 2 bumble bee species were observed during the surveys, but *Bombus occidentalis* was not observed. A CNDDB occurrence from 1975 is present at Pope Beach in the BSA. Suitable habitat including food plants and suitable conditions for burrows are present in the Project area, but the species was not observed during the reconnaissance-level surveys. |
| ***Danaus plexippus***<br>monarch butterfly | FS:S<br>PT | | Utilizes fields, roadsides, open areas, grassland, tundra, wetlands, and mountains. During the breeding season, monarchs lay their eggs on obligate milkweed host plants (*Asclepias* spp.). Multiple generations can breed year-round. Monarchs migrate from the coastal regions of California in fall and return in the spring (USFWS n.d.). | **Unlikely.** The Project area contains suitable nectar plants but lacks host plant species required for reproduction. No overwintering habitat is present. May occur as a transient during migration. Not observed during the reconnaissance-level surveys. |
| ***Capnia lacustra***<br>Lake Tahoe benthic stonefly | | | This species is found in deep water (30 – 90 meters) habitats of Lake Tahoe where adults and larvae feed on dead plant material and diatoms on macroalgae. Adults are wingless and spend their lives underwater. It is the only stonefly that does not emerge from the water to mate and lay eggs (Nevada Division of Natural Heritage 2016; Caires et al. 2016, 2013). This species is endemic to Lake Tahoe where it has become threatened by eutrophication and invasive species. In Nevada, half of the populations known in the 1960s are extinct, and the species and its associated plant beds have declined. This species has been recommended for listing under the state and federal Endangered Species Acts. | **Unlikely.** Deepwater habitats are absent in the Project area. The species is unlikely to occur considering disturbance levels, habitat conditions, and presence of invasive species in the Project area. CNDDB occurrences are present in the BSA, in Lake Tahoe north of the Project area. Not observed during the reconnaissance-level surveys. |
| **Amphipods** | | | | |
| ***Stygobromus lacicolus***<br>Lake Tahoe amphipod | | | This species prefers deep water lake habitat and is endemic to Lake Tahoe (Wang and Holsinger 2001). | **Unlikely.** Deep water habitats are absent in the Project area. The species is unlikely to occur considering disturbance levels, habitat conditions, and presence of invasive species in the Project area. CNDDB occurrences are present in the BSA, in Lake Tahoe north of the Project area. Not observed during the reconnaissance-level surveys. |

| Scientific Name Common Name | Federal Status | State Status | Habitat Requirements | Potential for Occurrence |
|---|---|---|---|---|
| ***Stygobromus tahoensis*** Lake Tahoe stygobromid | | | This species prefers deep water lake habitat (60 – 495 meters) and is endemic to Lake Tahoe (Wang and Holsinger 2001). | **Unlikely.** Deepwater habitats are absent in the Project area. The species is unlikely to occur considering disturbance levels, habitat conditions, and presence of invasive species in the Project area. CNDDB occurrences are present in the BSA, in Lake Tahoe north of the Project area. Not observed during the reconnaissance-level surveys. |
| **Gastropods** | | | | |
| ***Helisoma newberryi*** Great Basin rams-horn | FS:S | | Suitable habitat includes well-oxygenated substrates in large lakes and slow rivers, including larger spring sources and spring-fed creeks. They are detritivores and burrow in soft mud just beneath the surface (Taylor 1981). | **Unlikely.** There is 1 CNDDB occurrence in Lake Tahoe north of the Project area. The species is unlikely to occur considering disturbance levels, habitat conditions, and presence of invasive species in the Project area. Not observed during the reconnaissance-level surveys. |

Sources:
United States Fish and Wildlife Service (USFWS)
California Department of Fish and Wildlife (CDFW)
California Natural Diversity Database (CNDDB)
Tahoe Regional Planning Agency (TRPA)

Federally Listed Species:
C = Candidate
FE = Federally Endangered
FT = Federally Threatened
FSC = Species of Concern
PT = Proposed Threatened
FCE = Candidate for Endangered
FPD = Proposed for Delisting
Other
FS:S = Forest Service Sensitive
BCC = Bird of Conservation Concern
BLM:S = Bureau of Land Management Sensitive
TRPA
SI = Special Interest Species

California State Listed Species:
SE = State Endangered
ST = State Threatened
SR = State Rare
SC = State Candidate
WL = CDFW Watch List
SSC = CDFW Species of Special Concern

***Table 3. Special status plant species evaluated for the Project.***

| Scientific Name Common Name | Regulatory Status | | | Habitat Requirements | Blooming Period | Potential for Occurrence |
|---|---|---|---|---|---|---|
| | Federal | State | CNPS | | | |
| ***Astragalus austiniae*** Austin's astragalus | | | 1B.3 | Alpine boulder and rock field, subalpine coniferous forest. Elevation range 8,005 – 9,727 feet. | July to September | **Absent**. Outside of elevation range, suitable habitat is not present. Not observed during the surveys. |
| ***Boechera tularensis*** Tulare rockcress | | | 1B.3 | Perennial herb that prefers rocky slopes, subalpine coniferous forest, and upper montane coniferous forest. Elevation range 6,000 – 11,000 feet. | June to July | **Absent**. Project area lacks suitable habitat. Not observed during the surveys. |
| ***Botrychium ascendens*** upswept moonwort | FS:S | | 2B.3 | Wet or moist soils in lower montane coniferous forests, such as along the edges of lakes and streams. Elevation range 4,950 – 6,039 feet. | Fertile early July to early September | **Unlikely**. Stormwater basin in the Project area may provide habitat. Not observed during the surveys. |
| ***Botrychium crenulatum*** scalloped moonwort | FS:S | | 2B.2 | Lower montane coniferous forests, meadows and seeps, marshes and swamps. Elevation range 4,950 – 10,800 feet. | Fronds mature June to September | **Absent**. Project area lacks suitable habitat. Not observed during the surveys. |
| ***Brasenia schreberi*** watershield | | | 2B.3 | Freshwater marshes and swamps. Elevation range 95 – 7,220 feet. | June to September | **Unlikely**. Stormwater basin with wetland species is present in the Project area, which may provide habitat. Not observed during the surveys. |
| ***Carex davyi*** Davy's sedge | | | 1B.3 | Perennial herb that prefers subalpine and upper montane coniferous forests between 5,000 and 10,500 feet. Usually in wetlands. | May to August | **Unlikely**. Stormwater basin with wetland species is present in the Project area, which may provide habitat. Not observed during the surveys. |
| ***Claytonia megarhiza*** fell-fields claytonia | | | 2B.3 | Alpine boulder and rock field, subalpine coniferous forest. Elevation range 8,530 – 11,590 feet. | July to September | **Absent**. Outside of elevation range, suitable habitat is not present. Not observed during the surveys. |
| ***Erigeron miser*** starved daisy | FS:S | | 1B.3 | Upper montane coniferous forests in rocky areas. Elevation range 2,600 – 8,600 feet. | June to October | **Absent**. Project area lacks suitable habitat. Not observed during the surveys. |
| ***Glyceria grandis*** American manna grass | | | 2B.3 | Perennial rhizomatous herb that prefers bogs, fens, meadows, seeps, marshes, and swamps along stream banks, or lake margins. Elevation range 50 – 6,500 feet. | June to August | **Unlikely**. Stormwater basin with wetland species is present in the Project area, which may provide habitat. Lake margin habitat in the Project area is developed/disturbed. Not observed during the surveys. |
| ***Meesia uliginosa*** broad-nerved hump-moss | FS:S | | 2B.2 | Bogs and fens, meadows and seeps in montane coniferous forests. Elevation range 4,290 – 8,250 feet. | July to October | **Unlikely**. Stormwater basin with wetland species is present in the Project area, which may provide habitat. Not observed during the surveys. |

| Scientific Name Common Name | Regulatory Status | | | Habitat Requirements | Blooming Period | Potential for Occurrence |
|---|---|---|---|---|---|---|
| | Federal | State | CNPS | | | |
| ***Rorippa subumbellata*** Tahoe yellow cress | | SE SI | 1B.1 | Shoreline supporting decomposed granitic soils; known only from the shoreline of Lake Tahoe. Elevation range 6,210 – 6,230 feet. | Blooms May to September | **Potential**. Lake margin habitat in the Project area is developed/disturbed, but CNDDB and AMWG monitoring occurrences are in proximity. 15 individuals were observed along the shore of Lake Tahoe approximately 800 feet north of the Project area during the May 20, 2025, reconnaissance-level survey near the Upper Truckee West AMWG monitoring site (TRPA 2025). |
| ***Scutellaria galericulata*** marsh skullcap | | | 2B.2 | Perennial rhizomatous herb that prefers lower montane coniferous forests, meadows, seeps, marshes, and swamps. Elevation range 0 – 6,800 feet. | June to September | **Unlikely**. Stormwater basin with wetland species is present in the Project area, which may provide habitat. Not observed during the surveys. |
| ***Stuckenia filiformis* ssp. *alpina*** slender-leaved pondweed | | | 2B.2 | Perennial rhizomatous herb that prefers marshes, swamps, and a variety of shallow freshwater habitats. Elevation range 980 – 7,000 feet. | May to July | **Unlikely**. Stormwater basin with wetland species is present in the Project area, which may provide habitat. Not observed during the surveys. |

Special Status Codes

Federally Listed Species (Federal):
FE = Federally Endangered
FT = Federally Threatened
FD = Federally Delisted
PT = Proposed Threatened
FCE = Federally Endangered Candidate
FPD = Proposed for Delisting
FS:S = Forest Service Sensitive

Source: CNPS 2025

California Listed Species (State):
SE = State Endangered
ST = State Threatened
SR = State Rare
SC = State Candidate

Tahoe Regional Planning Agency
SI = Special Interest Species

California Native Plant Society (CNPS) List Categories:
1 = Rare in California and elsewhere
2 = Rare in California, but not elsewhere
A = Presumed extirpated or extinct
B = Rare, threatened, or endangered
3 = Plants about which we need more information
4 = Plants of limited distribution

CNPS Threat Code Extensions:
.1 = Seriously endangered in California (Over 80% of occurrences threatened)
.2 = Fairly endangered in California (20-80% occurrences threatened)
.3 = Not very endangered in California (<20% of occurrences threatened)

### 3.3.1 Habitat Conditions in the Project Area

Habitats in the Project area were heavily modified in the 1960s and 1970s. TKM is located within a former wetland which was dredged and filled, resulting in the Upper Truckee River being channelized eastward. Open water in the Project area is essentially an artificial extension of Lake Tahoe, lacking a natural lakebed for fish and other aquatic species habitat otherwise found in undeveloped shoreline areas nearby. Aquatic habitat in the Project area is separated from terrestrial habitat by a sheet pile bulkhead; therefore, there is minimal lakeshore or transition zone habitat. The Tahoe Keys development area, including the lagoon, has become infested with AIS such as Eurasian watermilfoil (*Myriophyllum spicatum*), curly-leaf pondweed (*Potamogeton crispus*), and New Zealand mudsnails (*Potamopyrgus antipodarum*). Landowners and regulatory agencies alike have invested in the study, removal, treatment, and ongoing monitoring and management of these AIS in the Tahoe Keys area.

Aquatic species observed in the lagoon during the reconnaissance-level surveys (visible depth of water from the marina shore and docks) included Andean watermilfoil, Eurasian watermilfoil, bluegill (*Lepomis macrochirus*), and largemouth bass (*Micropterus salmoides*). Removal of aquatic species in the marina with a mowing boat/removal machine was ongoing during the surveys, and piles of Eurasian watermilfoil were observed on the docks from the recent removal activities.

Upland habitat in the Project area is primarily paved, developed, or disturbed with ornamental trees and landscaping around the buildings with minimal native vegetation or habitats. The main parking lot and boat storage area are paved, while the trailer storage yard in the southwest corner of the Project area is unpaved and surrounded by big sagebrush, conifers, and non-natives such as cheatgrass (*Bromus tectorum*) and Canada thistle (*Cirsium arvense*).

The parcel along Venice Drive is dominated by pygmy weed (*Crassula* sp.), mountain tarweed (*Madia glomerata*), quack grass (*Elymus repens*), squirreltail, bulbous blue grass (*Poa bulbosa*), western aster (*Symphyotrichum ascendens*), and Pacific lupine (*Lupinus lepidus*). The stormwater basin located near the boat storage area is dominated by Baltic rush (*Juncus balticus*), northwest territory sedge (*Carex utriculata*), tall willowherb (*Epilobium brachycarpum*), fringed willowherb, floating pondweed (*Potamogeton natans*), and willows. The roadways along Venice Drive and Tahoe Keys Boulevard are typical of an urban interface zone in South Lake Tahoe, with lodgepole and Jeffrey pines and various shrubs and forbs in the understory.

### 3.3.2 Invasive Species

During the reconnaissance-level surveys, AIS observed included largemouth bass, bluegill, and Eurasian watermilfoil. However, the surveys were terrestrial in nature; therefore, additional AIS may be present in the Project area. Other invasive species observed during the surveys included American bullfrog (*Lithobates catesbeianus*) in the stormwater basin and along the shoreline of Lake Tahoe, and plants listed by the California Invasive Plant Council (Cal-IPC) and/or the Lake Tahoe Basin Weeds Coordinating Group (LTBWCG) (**Appendix A, Figure 5b**) including:

- cheatgrass – LTBWCG Weed of Interest, Cal-IPC high
- bull thistle (*Cirsium vulgare*) – LTBWCG Group 2, Cal-IPC moderate
- Canada thistle – LTBWCG Group 1, Cal-IPC moderate
- common sheep sorrel (*Rumex acetosella*) – Cal-IPC moderate

- curly-leaf pondweed – Cal-IPC moderate
- flix weed (*Descurainia sophia*) – Cal-IPC limited
- red stemmed filaree (*Erodium cicutarium*) – Cal-IPC limited
- Eurasian watermilfoil – Cal-IPC high
- narrow leaved plantain (*Plantago lanceolata*) – Cal-IPC limited
- Kentucky blue grass (*Poa pratensis*) – Cal-IPC limited
- woolly mullein (*Verbascum thapsus*) – Cal-IPC limited

LTBWCG Group 1 species should be reported to TRPA and eradicated immediately. These are species that are not established in the Lake Tahoe Basin but are either documented in areas adjacent to the basin where potential for introduction is high, or are present as small, manageable populations. Group 2 species should be managed with a goal of control to prevent further spread into the Lake Tahoe Basin. Isolated populations should be targeted for eradication. LTBWCG Weeds of Interest should be reported immediately if seen (https://ucanr.edu/sites/tahoeinvasiveweeds/Get_Involved/Report_a_Weed/).

Cal-IPC rating definitions are as follows:

- High – These species have severe ecological impacts on physical processes, plant and animal communities, and vegetation structure. Their reproductive biology and other attributes are conducive to moderate to high rates of dispersal and establishment. Most are widely distributed ecologically.
- Moderate – These species have substantial and apparent, but generally not severe, ecological impacts on physical processes, plant and animal communities, and vegetation structure. Their reproductive biology and other attributes are conducive to moderate to high rates of dispersal, though establishment is generally dependent upon ecological disturbance. Ecological amplitude and distribution may range from limited to widespread.
- Limited – These species are invasive, but their ecological impacts are minor on a statewide level or there was not enough information to justify a higher score. Their reproductive biology and other attributes result in low to moderate rates of invasiveness. Ecological amplitude and distribution are generally limited, but these species may be locally persistent and problematic.

Complete lists of plant and wildlife species observed during the reconnaissance-level surveys are presented in **Tables 4** and **5**, respectively.

***Table 4. Plant species observed during the reconnaissance-level surveys.***

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Abies concolor* | white fir | Y |
| *Acer macrophyllum* | big leaf maple | Y |
| *Achillea filipendulina* | fernleaf yarrow | N |

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Achillea millefolium* | common yarrow | Y |
| *Acmispon americanus* | American bird's foot trefoil | Y |
| *Agrostis scabra* | rough bentgrass | Y |
| *Alnus incana* | mountain alder | Y |
| *Alopecurus pratensis* | meadow foxtail | N |
| *Amaranthus blitoides* | mat amaranth | Y |
| *Amelanchier* sp. | service berry | Y |
| *Arctostaphylos patula* | greenleaf manzanita | Y |
| *Artemisia tridentata* | big sagebrush | Y |
| *Astragalus* sp. | milkvetch | Y |
| *Berberis aquifolium* | mountain grape | Y |
| *Betula occidentalis* | water birch | Y |
| *Bromus tectorum* | cheatgrass | N |
| *Caragana arborescens* | Siberian pea tree | N |
| *Carex utriculata* | northwest territory sedge | Y |
| *Ceanothus prostratus* | mahala mat | Y |
| *Ceanothus velutinus* | snowbrush | Y |
| *Ceratophyllum demersum* | coon's tail | Y |
| *Cirsium arvense* | Canada thistle | N |

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Cirsium vulgare* | bull thistle | N |
| *Collinsia parviflora* | small flowered blue eyed mary | Y |
| *Cornus sericea* | American dogwood | Y |
| *Crassula* sp. | pygmy weed | N |
| *Dasiphora fruticosa* | shrubby cinquefoil | Y |
| *Delphinium glaucum* | Sierra larkspur | Y |
| *Descurainia sophia* | flix weed | N |
| *Draba verna* | spring draba | N |
| *Elymus elymoides* | squirreltail | Y |
| *Elymus repens* | quack grass | N |
| *Epilobium brachycarpum* | tall willowherb | Y |
| *Epilobium ciliatum* | fringed willowherb | Y |
| *Ericameria nauseosa* | rubber rabbitbrush | Y |
| *Erigeron canadensis* | Canada horseweed | Y |
| *Eriogonum umbellatum* | sulphur buckwheat | Y |
| *Erodium cicutarium* | red stemmed filaree | N |
| *Fraxinus* sp. | ash | - |
| *Gayophytum diffusum* | spreading groundsmoke | Y |
| *Geranium* sp. | geranium | N |

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Hordeum jubatum* | fox tail barley | Y |
| *Iris missouriensis* | western blue flag | Y |
| *Juncus balticus* | Baltic rush | Y |
| *Juniperus communis* | common juniper | Y |
| *Lactuca serriola* | prickly lettuce | N |
| *Lepidium nitidum* | shining pepper grass | Y |
| *Lepidium perfoliatum* | clasping pepperweed | N |
| *Linum lewisii* | Lewis' flax | Y |
| *Lonicera* sp. | honeysuckle | - |
| *Lupinus lepidus* | Pacific lupine | Y |
| *Madia glomerata* | mountain tarweed | Y |
| *Matricaria discoidea* | pineapple weed | Y |
| *Melilotus albus* | white sweetclover | N |
| *Myriophyllum quitense* | Andean watermilfoil | Y |
| *Myriophyllum spicatum* | Eurasian watermilfoil | N |
| *Oenothera elata* | Hooker's evening primrose | Y |
| *Penstemon* sp. | beardtongue | Y |
| *Persicaria maculosa* | spotted ladysthumb | N |
| *Phacelia hastata* | mountain phacelia | Y |

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Picea pungens* | blue spruce | N |
| *Pinus contorta* | lodgepole pine | Y |
| *Pinus ponderosa* | ponderosa pine | Y |
| *Plantago lanceolata* | narrow leaved plantain | N |
| *Poa bulbosa* | bulbous blue grass | N |
| *Poa pratensis* | Kentucky blue grass | N |
| *Populus tremuloides* | quaking aspen | Y |
| *Portulaca oleracea* | common purslane | N |
| *Potamogeton crispus* | curly-leaf pondweed | N |
| *Potamogeton natans* | floating pondweed | Y |
| *Potentilla gracilis* | slender cinquefoil | Y |
| *Pseudognaphalium stramineum* | cottonbatting plant | Y |
| *Purshia tridentata* | antelope bitterbrush | Y |
| *Pyrus calleryana* | Callery pear | N |
| *Ribes aureum* | golden currant | Y |
| *Rorippa sinuata* | spreading yellow cress | Y |
| *Rorippa subumbellata* | Tahoe yellow cress | Y |
| *Rosa woodsii* | Woods' rose | Y |
| *Rumex acetosella* | common sheep sorrel | N |

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Rumex salicifolius* | willow dock | Y |
| *Salix geyeriana* | Geyer's willow | Y |
| *Salix lemmonii* | Lemmon's willow | Y |
| *Salix lucida* ssp. *lasiandra* | shining willow | Y |
| *Sambucus mexicana* | blue elderberry | Y |
| *Sisymbrium altissimum* | tall tumblemustard | N |
| *Solidago velutina* | threenerve goldenrod | Y |
| *Spergularia rubra* | red sandspurry | N |
| *Symphyotrichum ascendens* | western aster | Y |
| *Tanacetum parthenium* | feverfew | N |
| *Tragopogon dubius* | yellow salsify | N |
| *Turritis glabra* | tower rockcress | Y |
| *Verbascum thapsus* | woolly mullein | N |

***Table 5. Wildlife species observed during the reconnaissance-level surveys.***

| Scientific Name | Common Name | Native? |
|---|---|---|
| **Birds** | | |
| *Actitis macularius* | spotted sandpiper | Y |
| *Agelaius phoeniceus* | red-winged blackbird | Y |
| *Anas platyrhynchos* | mallard | Y |

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Ardea alba* | great egret | Y |
| *Ardea herodias* | great blue heron | Y |
| *Aythya collaris* | ring-necked duck | Y |
| *Bombycilla cedrorum* | cedar waxwing | Y |
| *Branta canadensis* | Canada goose | Y |
| *Buteo jamaicensis* | red-tailed hawk | Y |
| *Buteo lineatus* | red-shouldered hawk | Y |
| *Calypte anna* | Anna’s hummingbird | Y |
| *Cardellina pusilla* | Wilson's warbler | Y |
| *Cathartes aura* | turkey vulture | Y |
| *Certhia americana* | brown creeper | Y |
| *Charadrius vociferus* | killdeer | Y |
| *Colaptes auratus* | northern flicker | Y |
| *Contopus sordidulus* | western wood-pewee | Y |
| *Corvus corax* | common raven | Y |
| *Cyanocitta stelleri* | Steller's jay | Y |
| *Euphagus cyanocephalus* | Brewer’s blackbird | Y |
| *Fulica americana* | American coot | Y |
| *Gallinago delicata* | Wilson's snipe | Y |

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Genus podilymbus* | pied-billed grebe | Y |
| *Haliaeetus leucocephalus* | bald eagle | Y |
| *Hirundo rustica* | barn swallow | Y |
| *Larus californicus* | California gull | Y |
| *Leuconotopicus villosus* | hairy woodpecker | Y |
| *Mareca strepera* | gadwall | Y |
| *Melospiza melodia* | song sparrow | Y |
| *Mergus merganser* | common merganser | Y |
| *Pandion haliaetus* | osprey | Y |
| *Phalacrocorax auritus* | double-crested cormorant | Y |
| *Phalaropus tricolor* | Wilson's phalarope | Y |
| *Pheucticus melanocephalus* | black-headed grosbeak | Y |
| *Pica hudsonia* | black-billed magpie | Y |
| *Plegadis chihi* | white-faced ibis | Y |
| *Poecile gambeli* | mountain chickadee | Y |
| *Psaltriparus minimus* | bushtit | Y |
| *Quiscalus mexicanus* | great-tailed grackle | Y |
| *Riparia riparia* | bank swallow | Y |
| *Setophaga coronata* | yellow-rumped warbler | Y |

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Sphyrapicus ruber* | red-breasted sapsucker | Y |
| *Spinus psaltria* | lesser goldfinch | Y |
| *Stelgidopteryx serripennis* | northern rough-winged swallow | Y |
| *Sterna forsteri* | Forster's tern | Y |
| *Sturnella neglecta* | western meadowlark | Y |
| *Sturnus vulgaris* | European starling | N |
| *Tachycineta thalassina* | violet-green swallow | Y |
| *Turdus migratorius* | American robin | Y |
| *Tyrannus verticalis* | western kingbird | Y |
| *Xanthocephalus xanthocephalus* | yellow-headed blackbird | Y |
| *Zenaida macroura* | mourning dove | Y |
| **Insects** | | |
| *Ammophila procera* | common thread-waisted wasp | Y |
| *Andrena* sp. | mining bee | Y |
| *Argia vivida* | vivid dancer | Y |
| *Bombus fervidus* | golden northern bumble bee | Y |
| *Bombus vosnesenskii* | yellow-faced bumble bee | Y |
| *Colias eurytheme* | orange sulfur | Y |
| *Cupido amyntula* | western tailed-blue | Y |
| *Nymphalis antiopa* | mourning cloak | Y |

| Scientific Name | Common Name | Native? |
|---|---|---|
| *Phyciodes* sp. | crescent | Y |
| *Pieris rapae* | cabbage white | N |
| *Satyrium behrii* | Behr's hairstreak | Y |
| *Sympetrum corruptum* | variegated meadowhawk | Y |
| **Mammals** | | |
| *Castor canadensis* | North American beaver | Y |
| *Neotamias senex* | shadow chipmunk | Y |
| *Otospermophilus beecheyi* | California ground squirrel | Y |
| *Sylvilagus audubonii* | desert cottontail | Y |
| *Tamiasciurus douglasii* | Douglas squirrel | Y |
| **Amphibians** | | |
| *Lithobates catesbeianus* | American bullfrog | N |
| *Pseudacris sierra* | Sierran treefrog | Y |
| **Fish** | | |
| *Lepomis macrochirus* | bluegill | N |
| *Micropterus salmoides* | largemouth bass | N |

### 3.3.3 Habitat Connectivity and Wildlife Corridors

Wildlife corridors generally include migration routes used by resident and migratory species for passage from one location to another. Corridors exist in a variety of situations and are considered a sensitive resource as they connect otherwise fragmented areas of suitable habitat for wildlife. Maintaining the continuity of wildlife corridors is essential to support species with specific foraging requirements, preserve species' distributions, and maintain gene flow among populations.

Movement corridors and linkages were assessed using the CDFW Biogeographic Information and Observation System (BIOS). The information reviewed included the Essential Connectivity Area-California Essential Habitat Connectivity layer (CDFW 2010), the Natural Landscape Blocks layer (CDFW 2017), and the Missing Linkages in

California layer (CDFW 2001). The BSA does not overlap within these layers, and because of the high level of disturbance in the developed and dredged artificial lake habitat, the Project area does not provide any significant connectivity or corridor for wildlife or SSS.

# 4 Discussion

## 4.1 Special Status Wildlife

Certain wildlife is considered special status based on federal, state, or local laws regulating their development, limited distributions, or other factors leading to increased management or monitoring among public and private organizations. Special status wildlife and plant species were found to be present within or immediately adjacent to the Project area during the reconnaissance-level surveys. SSS observed during the surveys included bald eagle, osprey, bank swallow, yellow-headed blackbird, and Tahoe yellow cress. In addition, the Project area is directly adjacent to the Upper Truckee Marsh, which provides habitat for various SSS in the BSA. These species, including their regulatory status, habitat, and potential to be impacted by the Project, are discussed below.

### 4.1.1 Lahontan Cutthroat Trout

The LCT was listed under the FESA as threatened in 1975. Critical habitat has not been designated for the species. This species inhabits freshwater lakes, streams, and rivers in the Lahontan Basin which includes hydrographic systems in northern Nevada, northeastern Sierra Nevada mountains of California, and southeastern Oregon. Historically, LCT were found in cold-water habitats including Pyramid Lake, Walker Lake, Lake Tahoe, and Independence Lake, low gradient rivers including Humboldt, Carson, Truckee, Walker, and Marys Rivers, and headwater tributaries including Donner and Prosser Creeks. Riverine habitat is characterized by small, cool, silt-free streams with pools associated with velocity breaks and vegetation cover, stable banks, and riffle-run areas with rocky substrates (USFWS 1995).

At the time of listing, anthropogenic impacts and other threats including mining, logging, grazing, pollution, water diversions, dams and reservoirs, and non-native trout introduction had resulted in declining habitat quality and connectedness leading to reduced population numbers and viability across its range. The most recent 5-year review of LCT was published in 2023 and states that non-native trout, habitat loss, fragmentation, and degradation remain the primary threats to LCT. A rising contemporary threat is hybridization with non-native rainbow trout (USFWS 2023b).

The Upper Truckee River and Lake Tahoe are part of the Tahoe LCT Management Unit. This management unit is unique in that LCT are frequently stocked in several water bodies by the Lahontan National Fish Hatchery, the Numana Fish Hatchery, and several state hatcheries to restore and artificially maintain LCT populations in waterbodies in which the species has gone extinct. Only 1 of the potential LCT recovery populations in the Truckee River watershed and Tahoe LCT Management Unit, the Upper Truckee River/Meiss Meadow population approximately 14 miles south of the BSA, is resilient (USFWS 2023b). Stocking and restoration efforts for LCT in Lake Tahoe and its tributaries, including the annual release of 100,000 individuals from the Lahontan National Fish Hatchery Complex to Lake Tahoe since 2022, are ongoing (USFWS 2022b). However, predation from nonnative fish results in low survival and abundance of LCT (Al-Chokhachy et al. 2009). Occurrences of LCT in the lower reaches of the Upper Truckee River appear to be rare, but hatchery LCT have been documented in the Upper Truckee River near the Truckee Marsh (USDA 2011).

Critical habitat has not been designated for this species, but the Upper Truckee River and Lake Tahoe are identified by resource agencies as suitable habitat. No LCT were observed during the reconnaissance-level surveys; however, these surveys were terrestrial in nature and only involved scanning the surface and visible depth of water in the lagoon from the marina docks and shore. Habitat for LCT in the Project area is low quality

because of development, AIS, and lack of suitable riverine spawning habitat. Habitats in the TKM would not be utilized for LCT spawning and nursery because of the lack of pools near cover and velocity breaks, well-vegetated stream banks, and riffle-run areas with a silt-free rocky substrate. Despite this, the marina's connection to Lake Tahoe makes it reasonable to assume LCT can occur within the Project area, especially when considering recent stocking efforts.

The Project involves replacing approximately 1,600 linear feet of the existing sheet pile bulkhead. The bulkhead replacement will involve installing new 34-foot-long sheet piles directly in front of the existing sheet piles, which will be secured to the existing metal walers and reinforced with concrete caps. In many locations, brace pipe piles will also need to be removed. Equipment anticipated to be used for the bulkhead replacement work will include barges (most likely sectional), barge and land-based cranes, a vibratory hammer (most likely an American Piledriving Equipment [APE] model 150 vibratory hammer with an APE model 327 or 375 power unit for pile installation), assist cranes on the upland, and miscellaneous hand tools and equipment as needed. At maximum revolutions per minute, the vibratory hammer and power unit are expected to produce sound up to 80 dB at 50 feet and 58 dB at 100 feet away. All in-water work will have deployed turbidity curtains surrounding specific work areas, and equipment and materials will be staged in the paved upland area inside covered storage and secondary containment, as appropriate. No dewatering activities are anticipated to occur, but dewatering may be required for foundation and utility trench work that encounter groundwater in the upland areas.

The Project also proposes relocation of the boat launch ramp, which will require removal of the existing sheet pile bulkhead in the new location and extension of the bulkhead in the old location. Equipment to be used for the boat launch relocation will include long-reach excavators and a vibratory hammer. The new boat launch will most likely have a temporary sheet pile perimeter to control turbidity and allow for the excavation of material to create the terminal slope into the water. Turbidity curtains would be installed around the temporary wall as secondary containment. No dewatering is proposed. Once final grade is established by the excavators, the pre-cast ramps would be slid into place and anchored with sheets and/or steel beams to secure the ramp in place. Large rock or gravel would then be installed as a revetment to ensure the shoreline is stabilized.

Construction of the new sheet pile bulkhead and new boat launch are the Project elements with the greatest risk to cause "take" of LCT through noise, visual, sound pressure, and turbidity-related disturbances that may interrupt behaviors or cause physical injury. For take or adverse effects to occur, LCT must be present and unable to avoid adverse conditions. LCT, while unlikely to occur, are expected to respond to construction activity by avoiding the area and potential adverse conditions (USFWS 2025b).

Turbidity monitoring will be required within and outside the turbidity curtains. If turbidity levels exceed the threshold established by the RWQCB during the permitting process, then the construction approach and BMPs will be modified so the Project can proceed within the compliance threshold. Since a vibratory hammer will be used, no underwater attenuation devices are proposed for sound pressure reduction, as vibratory hammers are generally considered a minimization measure for sheet piling impacts on fish and other wildlife. This is because vibratory hammers are considered a continuous source of noise, with lower peak sound pressure levels, while impact hammers are an impulsive source of noise with peak sound pressure levels that have potential to reach the threshold (206 dB) for onset of physical injury to fish (NOAA Fisheries 2023, Fisheries Hydroacoustic Working Group 2008). There are no established injury criteria for vibratory pile driving. Resource agencies, in general, agree that vibratory pile driving is an alternative to impact driving that minimizes single-strike peak sound pressure and reduces adverse effects to fish (Caltrans 2020). No dewatering or other activities that could trap or harm LCT are proposed.

Based on the LCT stocking efforts in Lake Tahoe, existing aquatic habitat conditions, presence of non-native fish species, results of the reconnaissance-level surveys, and proposed Project impacts, it was determined the Project **may affect, but is not likely to adversely affect** LCT. The federal action agency, USACE, will initiate informal consultation with the USFWS.

### 4.1.2 Sierra Nevada Yellow-legged frog

The SNYLF was listed as endangered under the FESA in 2014 and 24 critical habitat units covering 1,082,147 acres were designated in 2016 (USFWS 2016). Threats contributing to the danger of extinction throughout the species' range include habitat destruction due to dams, water diversions, recreation, grazing, road construction, and timber harvesting; predation by trout, bullfrogs, and other non-native species; climate change; drought; and chytrid fungus. Historically, SNYLF inhabited lakes, ponds, marshes, meadows, and streams at elevations between 4,500 and 12,000 feet in the western Sierra Nevada from Fresno, Inyo, and Mono Counties and areas north of Lake Tahoe. Generally, they are not found more than 1 meter from water and breed in a variety of habitats including shallows of still lakes or ponds and slow-flowing inlet streams. Egg masses are deposited underwater and attach to rocks, gravel, or vegetation, or are deposited under banks. At high elevations, both frogs and tadpoles overwinter under ice in lakes and streams. Throughout its range, SNYLF did not co-evolve with any species of fish, as they predominantly occur in water bodies above natural fish barriers (USFWS 2014).

Estimates of SNYLF population losses range between 69 percent and 93 percent, with an estimated 44 percent reduction of suitable watershed habitat (USFWS 2014). Current SNYLF population trends are unknown but are assumed to remain declining or artificially stable with reintroduction efforts. The USFWS has not yet published a 5-year review of the species.

The Upper Truckee River corridor, and nearly all tributaries and wetland areas in the Lake Tahoe Basin, have been identified by the LTBMU as suitable habitat for SNYLF. According to the LTBMU, known occurrences of SNYLF in the Lake Tahoe Basin are in the Desolation Wilderness at Tamarack, Cagwin, Lucille, Margery, Jabu, and Upper, Middle, and Lower Velmas Lakes and the headwaters of Trout Creek at Hell Hole. The LTBMU conducts annual surveys for herpetofauna, including SNYLF, throughout the Lake Tahoe Basin. Within the BSA, LTBMU herpetofauna surveys have been conducted in the Upper Truckee Marsh east of the Project area in 2013 and 2014, and at Pope Beach west of the Project area in 2016, with no SNYLF detections (pers. comm. with Erin Miller [LTBMU] and unpublished LTBMU GIS data). SNYLF historical occurrences documented by the CNDDB in the South Lake Tahoe region are from 1913 at Fallen Leaf Lake approximately 3 miles southwest of the Project area, 1863 at the summit of Johnson Pass approximately 8 miles south of Project area, 2013 at Hell Hole meadow approximately 7 miles southeast of the Project area, and 1935 at Star Lake approximately 6 miles southeast of the Project area.

Based on the results of the reconnaissance-level surveys, presence of predatory fish species in the TKM, lack of suitable habitat in the Project area, lack of recent occurrence information, and unlikelihood of occurrence, the Project will have no effect on SNYLF. There is no designated federal critical habitat for SNYLF in the Project area or BSA; therefore, no impacts to critical habitat will result from the Project.

### 4.1.3 Western Bumble Bee

The western bumble bee is a candidate for listing under the CESA and is under review for FESA listing. It was once one of the most common bumble bee species in the western United States and Canada, but its abundance and distribution have declined severely since the mid-20$^{th}$ century because of disease, insecticides, and habitat

loss/modification associated with agriculture, urbanization, conifer encroachment, grazing, logging, and climate change (Jepsen and Foltz Jordan 2013, Evans et al. 2008). As a candidate species under the CESA, it is temporarily afforded protections under the act as if it was state listed as endangered or threatened. Western bumble bees usually nest underground and are found in a variety of habitats including woodlands, farmlands, urban areas, montane meadows, and prairie grasslands (Committee on the Status of Endangered Wildlife in Canada 2014, Williams et al. 2014). Food plant genera include, but are not limited to, *Melilotus*, *Cirsium*, *Trifolium*, *Centaurea*, *Chrysothamnus*, and *Eriogonum* (Koch et al. 2012).

No western bumble bees were observed during the reconnaissance-level surveys; however, numerous flowering plants that could provide food sources were observed, and numerous golden northern bumble bees (*B. fervidus*) and yellow-faced bumble bees (*B. vosnesenskii*) were observed in the Project area and BSA. Suitable underground nesting habitat is present in the Project area, specifically in the open area along Venice Drive and in the trailer storage yard, considering the presence of small mammal burrows, friable soils, and other artificial structures such as partially buried plywood boards, etc. However, no bumble bee nests were observed during the surveys.

Western bumble bee habitat in the Project area is minimal and low-quality because of existing development and disturbance; therefore, they have a low potential to occur. Considering the presence of potential underground nesting habitat, the presence of other bumble bee species in the Project area, and an occurrence of western bumble bee documented by the CNDDB in the BSA, there is a low potential for the species to be impacted by construction activity in the upland areas. Coordination with CDFW regarding western bumble bees, if necessary, will occur during the LSAA application.

### 4.1.4 Bank Swallow

Bank swallows are listed as threatened under the CESA. The species has declined in California because of habitat destruction and streamflow alteration. The species prefers open habitats, frequently near flowing water and nests in burrows dug near the tops of steep banks, along the edge of inland water, or along the coast (AOU 1983). Bank swallows may also nest in gravel pits, road embankments, or similar artificial structures. Individuals are known to forage over fields, wetlands, and water up to several kilometers from nesting sites. They are neotropical migrants and migrate to South America in late July or early August and arrive at breeding habitats in North America between March and May (Smith et al. 2022).

During the reconnaissance-level surveys, 1 bank swallow was observed foraging over the Upper Truckee River adjacent to the Project area. Suitable foraging habitat is present along the Upper Truckee River and across the Upper Truckee Marsh in the BSA, and bank swallows may forage over the open water in the Project area. Nesting habitat is absent in the Project area; however, nesting habitat may be present in the BSA. There is a buffered CNDDB occurrence, which overlaps the Project area, from a colony documented by CDFW in 1962, and another observation of 1 individual in 1976.

Nesting habitat was not observed in the Project area or immediate vicinity during the reconnaissance-level surveys and there are no known active nesting bank swallow colonies in the BSA. Therefore, the Project would not impact bank swallows. It is likely that the single individual observed during the survey was a migrant stopping to forage at the marsh adjacent to the Project area. Coordination with CDFW regarding bank swallows, if necessary, will occur during the LSAA application process.

### 4.1.5 Yellow-headed blackbird

The yellow-headed blackbird is a CDFW species of special concern. Breeding habitat for the species includes freshwater marshes with bulrush (*Schoenoplectus* spp.), tule (*Schoenoplectus acutus*), and cattail (*Typha* spp.). Non-breeding habitat includes open agriculture lands, pastures, and fields (AOU 1983). Yellow-headed blackbirds migrate to the southwest United States and Mexico in the fall and return to breeding sites across the United States in the spring (Smith et al. 2022). The species is listed as a CDFW species of special concern because of habitat loss resulting from the alteration and loss of wetlands throughout the state.

During the reconnaissance-level surveys, several territorial individuals were observed in the Upper Truckee Marsh adjacent to the Project area. Suitable foraging and nesting habitats are absent in the Project area considering the high degree of development and disturbed site conditions, but these habitats are present in the BSA, specifically in the Upper Truckee Marsh. In addition, the CNDDB documents numerous occurrences within the Upper Truckee Marsh in the BSA.

The Project has potential to impact yellow-headed blackbirds should they attempt to nest in the Upper Truckee Marsh adjacent to the Project area. The potential impact would be primarily from noise during pile driving or other construction activities. There are no other anticipated Project activities with the potential to impact yellow-headed blackbirds. Coordination with CDFW regarding yellow-headed blackbirds, if necessary, will occur during the LSAA application process.

### 4.1.6 Osprey

The osprey is a CDFW watch list species and TRPA special interest species. Ospreys occur along rivers, lakes, reservoirs, and seacoasts, and often cross land between water bodies. They build large stick nests on living or dead trees or manmade structures, usually near or above water (Campbell et al. 1990, Palmer 1988). In the Lake Tahoe Basin, known osprey nests are located on the north, northeastern, and southwestern shorelines and near Fallen Leaf Lake.

Ospreys were observed flying over the Upper Truckee Marsh during the reconnaissance-level surveys. Nesting habitat is absent in the Project area and limited in the BSA considering the level of human development and disturbance within the vicinity of conifer stands. Foraging habitat is present in the Upper Truckee Marsh and in the marina, specifically in areas of open water. Urban structures in the Project area may provide suitable perches for osprey and other raptors.

While osprey nesting sites are not known to be present in the BSA and nesting is unlikely, the Project has the potential to impact nesting ospreys should they establish a nest site within the vicinity of the Project area prior to or during construction. In a worst-case scenario, noise-related impacts from construction activities could disturb an osprey attempting to nest near the Project, potentially resulting in nest abandonment. In addition, noise from construction activity may temporarily discourage foraging over high-quality habitat in the Upper Truckee Marsh. Coordination with CDFW and TRPA regarding osprey, if necessary, will occur during the permitting process.

### 4.1.7 Bald Eagle

During the reconnaissance-level surveys, no nest sites were observed in the Project area or BSA, but 1 adult and 1 juvenile bald eagle were observed in the Jeffrey pine stand approximately 900 feet northeast of the Project

area. The bald eagles were perched at the top of the Jeffrey pines near the shore of Lake Tahoe for approximately 1 hour, then proceeded to fly over the Project area to the west during the survey.

Bald eagles are listed as endangered under the CESA, are a TRPA special interest species, and are protected by the Bald and Golden Eagle Protection Act. Locally, they are yearlong residents and migrants in the Lake Tahoe Basin. Bald eagles use shorelines along large bodies of water and river courses for both nesting and wintering. Snags, broken-topped trees, or rocks near water are required for foraging and nesting. Most nests are in large trees with open branches within 1 mile of a water body. In the Lake Tahoe Basin, known nesting sites include Emerald Bay, Camp Richardson, Fallen Leaf Lake, Marlette Lake, and Skunk Harbor. Wintering sites are located at Taylor, Tallac, Pope, and the Upper Truckee Marsh (Romsos 2000).

Suitable foraging habitat is present in the BSA, including TRPA bald eagle wintering habitat mapped in the Upper Truckee Marsh and partially overlapping the southeast corner of the Project area. No nesting habitat is present in the Project area, and bald eagles are unlikely to nest in the BSA due to human disturbance and development. While bald eagle nesting sites are not known to be present in the BSA and nesting is unlikely, the Project has the potential to impact nesting bald eagles should they establish a nest site within the vicinity of the Project area prior to or during construction. In a worst-case scenario, noise-related impacts from pile driving activities could disturb a bald eagle attempting to nest near the Project, potentially resulting in nest abandonment. In addition, noise from construction activity may temporarily discourage foraging over high-quality habitat in the Upper Truckee Marsh. Coordination with CDFW, TRPA, and USFWS regarding bald eagles, if necessary, will occur during the permit application process.

### 4.1.8 Migratory Nesting Birds

Nesting bird activity, or evidence of previous nesting activity, was not observed in the Project area during the reconnaissance-level surveys. However, nesting bird activity was observed immediately outside of the Project area in the BSA (**Appendix A, Figure 5a**). Habitat for nesting birds in the Project area is limited to the vegetation along the berms surrounding the trailer storage area, the disturbed open area along Venice Drive, various native and ornamental trees/plants, and on the existing buildings/structures. Vegetation removal is anticipated as part of the Project and has potential to impact nesting birds if conducted during the nesting season (February 1st to August 31st).

The Upper Truckee Marsh, located east of the Project area, provides high-quality habitat for riparian/wetland nesting birds, including nesting habitat for special status bird species such as the yellow-headed blackbird. There is a potential risk of indirect, noise-related impacts to nesting birds in the Upper Truckee Marsh from construction activity depending on peak dB levels, frequency, duration, seasonal timing, nest location, and a species and/or individual's tolerance to noise.

## 4.2 Special Status Plants

### 4.2.1 Tahoe Yellow Cress

Tahoe yellow cress is listed as endangered under the CESA and is a TRPA special interest species. This plant occurs on sandy soils in the shore zone of Lake Tahoe including active beaches, stream inlets, beach dunes, and backshore depressions (Morefield 2001). Tahoe yellow cress occurs within a narrow 3-meter elevation band; therefore, available habitat along the shore is highly dependent on lake level (USFWS 2010). This species is threatened by recreational activity within the shore zone, artificially prolonged high-water levels, and shore

zone development (USFWS 2010, Morefield 2001). A conservation strategy is being implemented by various organizations and agencies in the Lake Tahoe Basin, including the LTBMU, the Conservancy, the California Department of Parks and Recreation, and the Tahoe Lakefront Owners Association.

Habitat for Tahoe yellow cress is limited in the Project area. TKM is located within a dredged shore zone that was once a wetland, likely resulting in shore zone soil conditions that are unsuitable for the species. In addition, most of the shore zone and water edge habitat in the marina is non-existent, as sheet piles divide the lake from the land on which the existing development resides. The only potential habitat in the Project area is located along the water's edge in the northeastern Project area, following the trail adjacent to the Upper Truckee River and Conservancy restoration area; however, this habitat is overcrowded with wetland species and shrubs. It also lacks the sandy soils and open spaces with minimal competition that Tahoe yellow cress requires.

Tahoe yellow cress was observed approximately 800 feet north of the Project area during the reconnaissance-level surveys along the shore of Lake Tahoe. There are numerous CNDDB and AMWG monitoring occurrences near the Project area. Considering the habitat conditions in the Project area, the species has low potential to occur and no impacts to Tahoe yellow cress are anticipated as result of the Project. Additional coordination with CDFW and TRPA for Tahoe yellow cress, if necessary, will occur during the permit application process.

## 4.3 Habitats and Natural Communities of Special Concern

### 4.3.1 TRPA Threshold Habitats

Numerical and management standards apply to certain areas specified by TRPA as habitat for special interest species identified in the TRPA Regional Plan. The Bi-State Compact gives TRPA authority to establish environmental quality standards, called thresholds, and to enforce ordinances to achieve thresholds. Habitat threshold areas including bald eagle wintering habitat, fish habitat, and waterfowl habitat are mapped by TRPA in the BSA and partially overlap the Project area (**Appendix A, Figure 6**). Based on the existing development and lack of habitat observed in the Project area during the reconnaissance-level surveys, it is assumed that impacts to these threshold habitats are previously mitigated, and these habitats are no longer present in the Project area, except perhaps, fish habitat mapped in the north end of the TKM lagoon. No impacts will occur on these habitats because of the Project, and no mitigation will be required. In addition, the LTBMU has provided a buffer of all wetlands associated with the Lake Tahoe Basin as suitable habitat for SNYLF. TRPA has adopted this SNYLF suitable habitat into their open GIS wildlife data, but there are no TRPA threshold standards for SNYLF or its habitat. TKM is mapped as suitable habitat for SNYLF, but as previously discussed, suitable habitat is not present in the Project area because of development and the presence of predatory fish species. Additional coordination with TRPA for threshold habitat areas, if necessary, will occur during the permitting process.

### 4.3.2 Jurisdictional Aquatic Resources

The lagoon within the Project area consists of open water with a hydrological connection to Lake Tahoe. The lagoon has a lacustrine Cowardin classification. It was determined that open water associated with the marina is WOUS/Waters of the State of California because of the nexus to Lake Tahoe, a Traditionally Navigable Waterway.

Runoff from pavement was designed to flow to a concrete swale and then into a sand/oil separator which then discharges into the man-made stormwater basin. The basin has a standpipe which discharges to the marina in

the event a 20-year 1-hour storm occurs. The 2,449 sf regularly maintained stormwater basin is a non-federal jurisdictional aquatic resource because it is man-made for a waste treatment system.

A man-made stormwater ditch is in the southeastern portion of the study area near East Venice Drive. The stormwater ditch begins near the entrance of the TKM trailer storage lot and travels north towards the man-made stormwater basin. The stormwater ditch flows in the direction of the stormwater basin but because of an increase in the elevation of the ditch, flow is not delivered to the stormwater basin during storm events. The stormwater ditch is a non-federal aquatic resource because it is man-made in an upland for stormwater purposes, and the ditch is not hydrologically connected to an aquatic resource.

Additional information on aquatic resources is provided in the Aquatic Resources Delineation Report (Suntex Marinas 2024).

## 4.4 Invasive Species

For the purposes of this assessment, an “invasive” species is a non-native species whose introduction causes, or is likely to cause, environmental harm or harm to human health. The Tahoe Keys is an area of high concern for the spread and introduction of AIS. For example, an infestation of New Zealand mudsnails was discovered in a 3-mile stretch on the south shore of Lake Tahoe between Tahoe Keys and Ski Run Marina in 2023. In addition, the Tahoe Keys harbors the largest Lake Tahoe populations of AIS, including non-native warm water fish such as largemouth bass and bluegill, aquatic plants including Eurasian watermilfoil and curly-leaf pondweed, and invertebrates such as Asian clams (*Corbicula fluminea*). The Tahoe Keys is a location of discussion and analysis in the Lake Tahoe AIS Management Plan (TRPA 2014) and the Lake Tahoe AIS Implementation Plan (Wittmann 2015). In compliance with TRPA Code Subsection 84.6.2.B.1, the Project proponent submitted an AIS Management Plan for the TKM property to TRPA. The plan identifies measures to prevent the establishment of AIS in the marina, control or eradicate AIS, and reduce the potential for their spread, and identifies an early detection program.

Considering the infestation of invasive species described above and in Section 3.3.2, the Project has the potential to cause the spread of invasive species unless appropriate construction controls and avoidance and minimization measures are followed. Measures to prevent the spread or introduction of invasive species are also anticipated to be included in the permit requirements and in the AIS Management Program, which is updated annually. All measures regarding aquatic and terrestrial invasive species in the permit requirements and AIS Management Program will be implemented into the Project design.

# 5 Conclusions and Recommendations

## 5.1 Special Status Species

### 5.1.1 Federal Endangered Species Act

Following the database research and reconnaissance-level surveys, NCE determined the Project may affect, but is not likely to adversely affect LCT. Therefore, NCE will develop a Biological Assessment and the USACE, as the federal action agency, will initiate informal consultation with USFWS for this species. The Project proponent will implement the avoidance and minimization measures in Section 5.2 below to ensure that no take of federally listed or protected species, including bald eagles, occurs. Additional avoidance and minimization measures may be required following informal consultation and issuance of the letter of concurrence.

### 5.1.2 California Endangered Species Act

Following the database research and the reconnaissance-levels surveys, an Incidental Take Permit from CDFW is not anticipated to be required. Impacts to the species listed as a candidate, threatened, or endangered species under the CESA with potential to occur, including bank swallow, western bumble bee, Tahoe yellow cress, and bald eagle are not anticipated as the avoidance and minimization measures described in Section 5.2 will be followed. Additional coordination with CDFW, if necessary, will occur during the LSAA application process. Additional requirements, such as construction monitoring, may be stipulated by the Project's LSAA.

### 5.1.3 Tahoe Regional Planning Agency

Project-related impacts to TRPA special interest species or threshold habitats are not anticipated and will be avoided by implementation of the avoidance and minimization measures below. Additional requirements or conditions of approval may be stipulated by the Project's TRPA permit.

## 5.2 Avoidance and Minimization Measures

**BIO-1:** Project activities that could result in nesting migratory bird and raptor take, such as removal of vegetation or man-made structures and conducting activities that may cause noise or vibrations to the extent of causing nest abandonment (e.g., sheet piling), will be performed outside the migratory bird and raptor nesting season defined as February 1st through August 31st. If these activities are to occur during the nesting season, the Project proponent will hire a qualified biologist to conduct a nesting bird and raptor survey no more than 15 days prior to the beginning of those activities within a minimum 500-foot buffer of the Project area. The survey results shall be submitted to CDFW prior to the start of construction activities, or as otherwise required by the LSAA. If nesting birds or raptors are detected within or near the Project area during the nesting bird survey, the designated biologist (as named under the LSAA) will coordinate with CDFW to establish a suitable activity-free buffer around active nest sites and implement a monitoring program. The size of the buffer, duration of buffer, acceptable activities, and monitoring requirements will be established through coordination with CDFW. In addition, the Project proponent may consider installing a sound barrier wall to reduce potential noise impacts to nesting birds in the Upper Truckee Marsh. The location, design, material, and timeframe for the sound barrier wall will be established through coordination with CDFW during the LSAA permitting process.

**BIO-2:** A pre-construction survey for special status plants and wildlife, including those identified in the Biological Resources Assessment, BA, and LSAA, shall be conducted by a qualified biologist no more than 14 days prior to

the onset of construction activities, or at an interval specified in the LSAA. If any SSS (or sign of presence) are identified within an appropriate buffer distance of the Project area, as determined by the biologist or CDFW/USFWS, the biologist will coordinate with CDFW/USFWS and the Project proponent shall plan to implement additional measures to avoid impacts on SSS, including relocating or rescheduling Project activities, or other measures specified by CDFW/USFWS.

**BIO-3:** A qualified biologist shall conduct environmental awareness training for construction personnel conducting in-water work. The training shall include basic visual identification of SSS including LCT, required pre-construction measures, general measures that are being implemented to conserve the species as they relate to the Project, penalties for non-compliance, and the boundaries of the Project area and of the permitted disturbance zones. Supporting materials containing training information shall be prepared and distributed. Upon completion of training, all construction personnel shall sign a form stating that they have attended the training and understand the measures. Proof of this instruction shall be kept on file with the Project proponent.

**BIO-4:** To prevent the spread of AIS, any construction equipment and materials that enter or leave the lagoon will be inspected for AIS, and if needed, decontaminated prior to the start of the Project. Decontamination protocol will be consistent with the Project permits and AIS Management Program. Equipment and materials will be cleaned and free of dirt, vegetation material, and other debris prior to entering the lagoon. Re-inspection and decontamination of equipment and materials at the end of the Project will also be conducted to avoid spreading AIS from TKM to other locations. Floating plant fragments resulting from the Project work will be collected by hand or skim and disposed of in a secure manner. Materials removed from the existing bulkhead will be placed on pavement to dry for 1 week. If a rain event occurs during this drying time, the drying time will need to be restarted. If temperatures reach below freezing for 6 continuous hours during this drying time, this will count as a sufficient freeze period to kill AIS, and the drying period can be suspended. Any drainage inlets near where materials are placed for drying will be temporarily modified to prevent the flow of AIS contaminated water from flowing back into the lagoon.

**BIO-5:** Biological monitoring by a qualified biologist will be conducted weekly, or at an interval specified in the Project permits, to survey for nests and monitor for SSS. The monitoring is to ensure no take of SSS occurs during the Project and to ensure all Project permit conditions are followed. Biological monitoring will also include searching for LCT and other native fish inside the temporary sheet pile wall around the new boat launch construction location. The biologist will have authority to stop any Project activity that may impact SSS in the Project area. Monitoring reports will be provided to the Project proponent weekly, or as otherwise required by the Project permits.

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# Appendix A

## Figures




County: El Dorado
USGS 7.5' Quad Map: Emerald Bay
TRS: T.12N., R.18E., Sec. 4 & 5

Project Area
Biological Study Area

NCE
SUNTEX MARINAS

# Tahoe Keys Marina Redevelopment Project

Project Location Map

N

1 in. = 2,000 ft.

0 1,000 2,000 ft.

FIGURE 1

| SOURCE | JOB NUMBER | DRAWN | DATE | REVISED | APPROVED |
|---|---|---|---|---|---|
| USGS Topographic Basemap | 1259.03.25 | D. Karlowicz | 7/3/2024 | 10/29/2025 | D. Rios |

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# Tahoe Keys Marina Redevelopment Project

National Wetland Inventory (NWI) Map

NCE

N

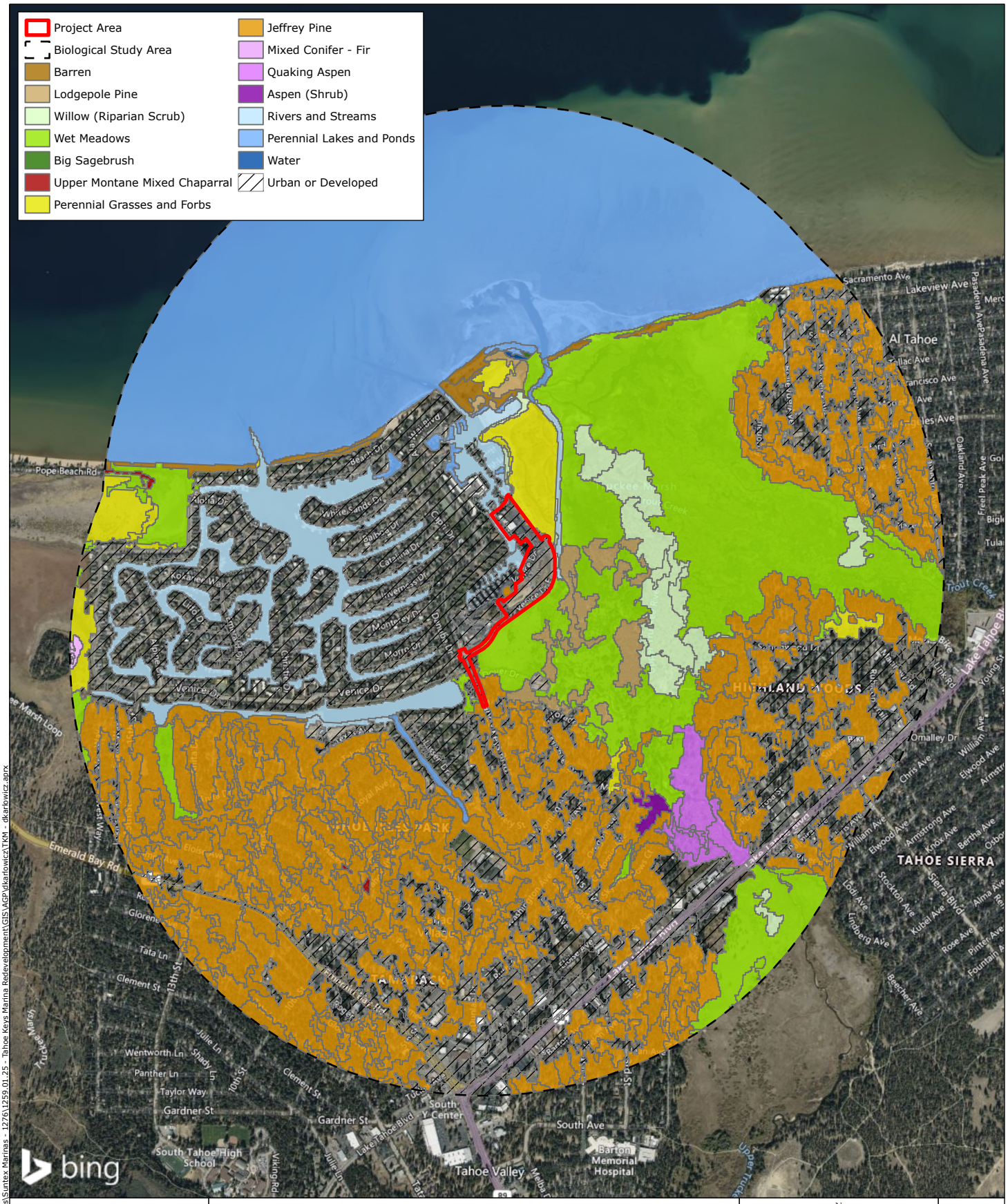
SUNTEX MARINAS

1 in. = 500 ft.

0 500 ft.

FIGURE 2

| SOURCE | JOB NUMBER | DRAWN | DATE | REVISED | APPROVED |
|---|---|---|---|---|---|
| Bing Aerial Basemap, USFWS | 1259.03.25 | D. Karlowicz | 8/26/2024 | 10/30/2025 | D. Rios |

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NCE

SUNTEX MARINAS

# Tahoe Keys Marina Redevelopment Project

## Classification and Assessment with Landsat of Visible Ecological Groupings (CALVEG) Map

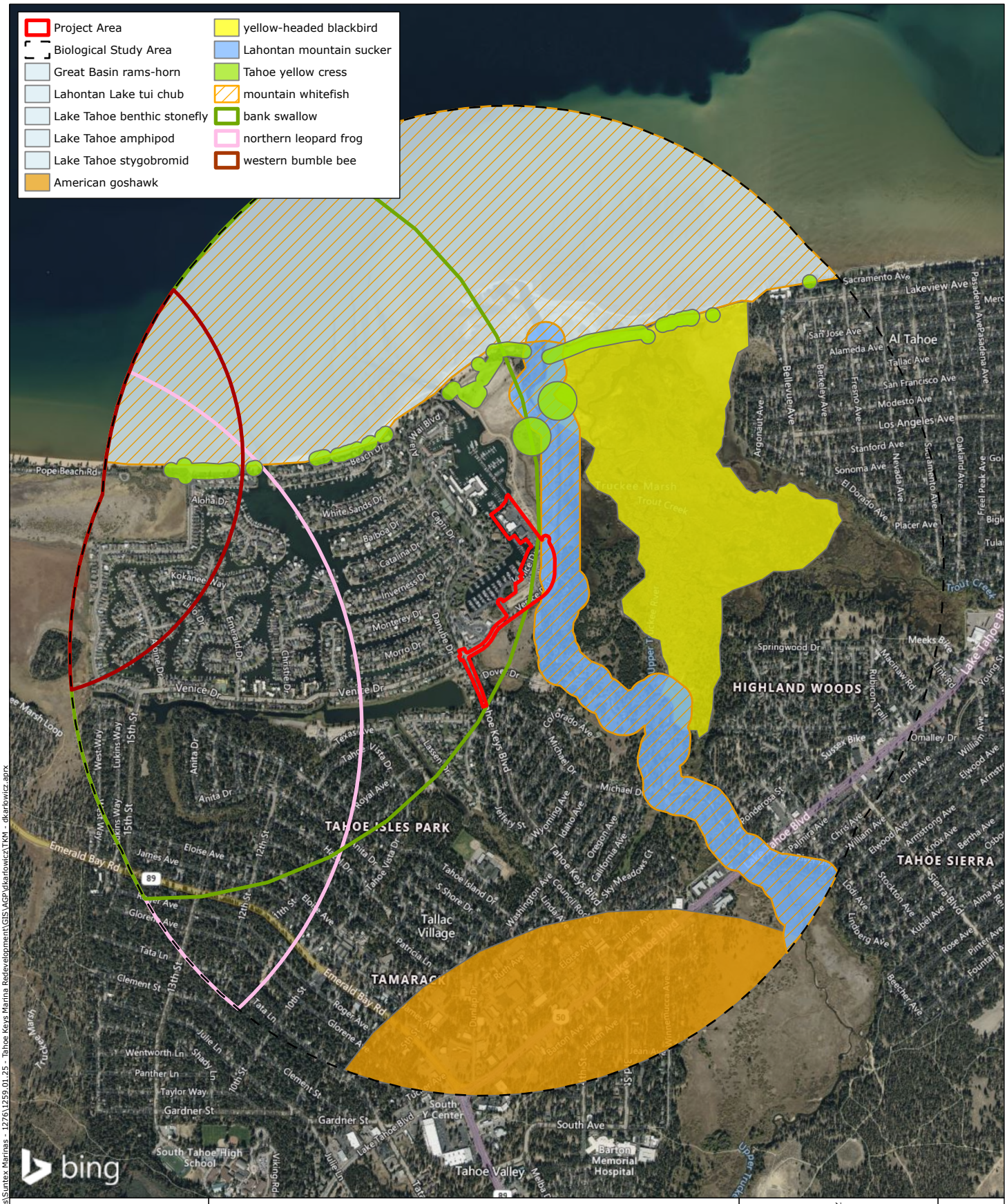
N

1 in. = 1,800 ft.

0 600 1,200 1,800 ft.

FIGURE 3

| SOURCE | JOB NUMBER | DRAWN | DATE | REVISED | APPROVED |
|---|---|---|---|---|---|
| Bing Aerial Basemap, USDA | 1259.03.25 | D. Karlowicz | 7/3/2024 | 10/30/2025 | D. Rios |

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NCE

SUNTEX MARINAS

# Tahoe Keys Marina Redevelopment Project

California Natural Diversity Database (CNDDB) Map

N

1 in. = 1,800 ft.

0 600 1,200 1,800 ft.

FIGURE 4

| SOURCE | JOB NUMBER | DRAWN | DATE | REVISED | APPROVED |
|---|---|---|---|---|---|
| Bing Aerial Basemap, CDFW | 1259.03.25 | D. Karlowicz | 7/2/2024 | 10/30/2025 | D. Rios |


Project Area
bald eagle
bank swallow
black-billed magpie nest
osprey
Steller's jay nest
yellow-headed blackbird
Tahoe yellow cress
American beaver den
Tahoe Keys Marina Redevelopment Project
Biological Resources Observations Map
NCE
N
SUNTEX MARINAS
1 in. = 800 ft.
0
800 ft.
FIGURE
5a
SOURCE
Bing Aerial Basemap, NCE
JOB NUMBER
1259.03.25
DRAWN
D. Karlowicz
DATE
6/9/2025
REVISED
10/30/2025
APPROVED
D. Rios
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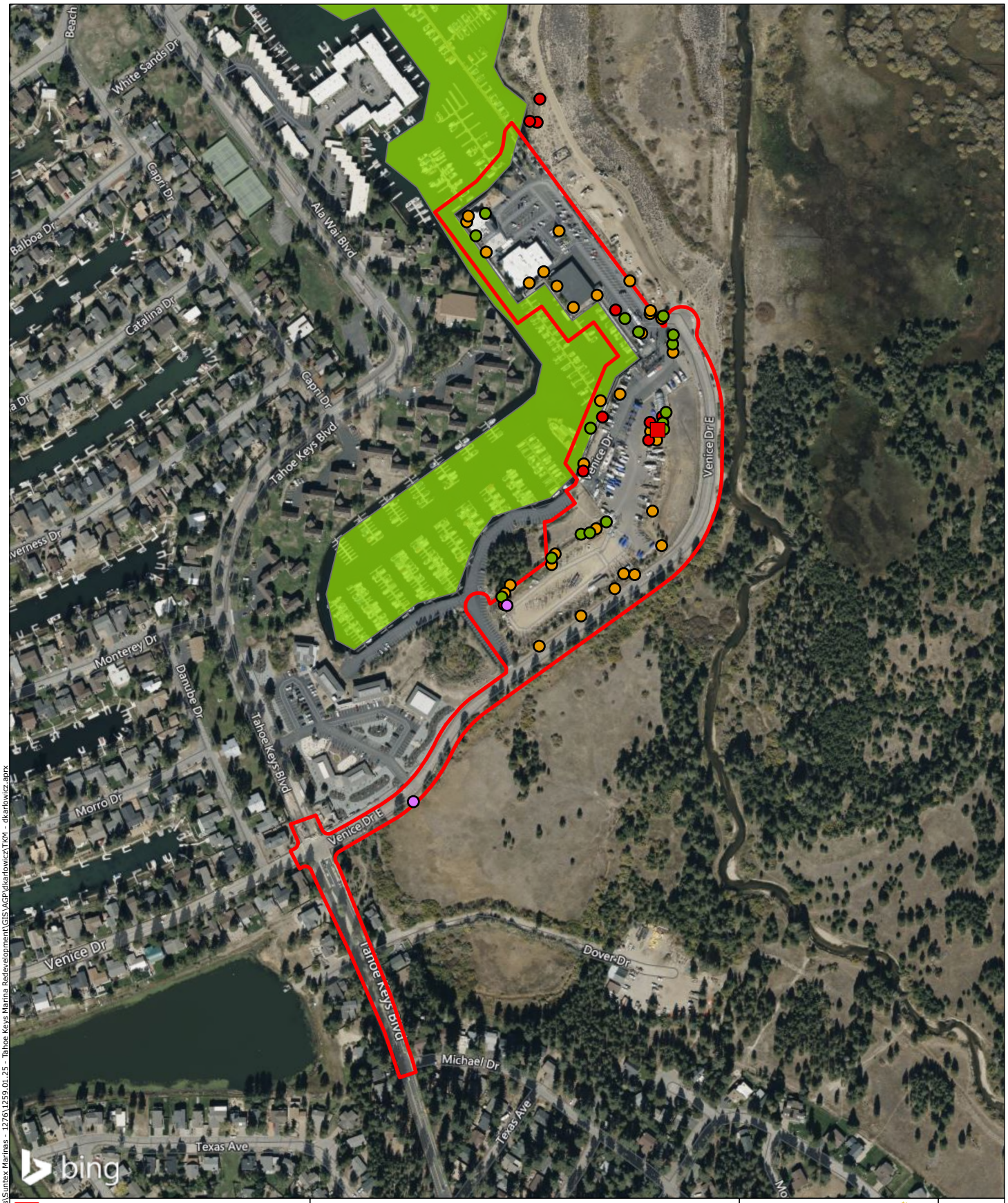
Upper Truckee River
Truckee Marsh
Trout Creek
Ala Wai Blvd
Beach Dr
White Sands Dr
Balboa Dr
Capri Dr
Catalina Dr
Inverness Dr
Venice Dr
Venice Dr E
Christie Dr
Monterey Dr
Danube Dr
Morro Dr
Lucerne Way
Tahoe Keys Blvd
Dover Dr
Texas Ave
Tahoe Vista Dr
Whitney Dr
Shasta Ct
Lassen Dr
Tuolumne Dr
Arizona Ave
Colorado Ave
Michael Dr
Utah Ave
Butler Ave
Royal Ave
Anita Dr
Big Pine Ave
Hazel Dr
Jeffery St
Montana Ave
Wyoming Ave
Idaho Ave
Washington Ave
Oregon Ave
TAHOE ISLES PARK
bing




Project Area
Eurasian watermilfoil
Canada thistle
cheatgrass
bull thistle
woolly mullein
American bullfrog

# Tahoe Keys Marina Redevelopment Project

Invasive Species Observations Map

NCE
N
SUNTEX MARINAS

1 in. = 400 ft.

0 400 ft.

FIGURE 5b

| SOURCE | JOB NUMBER | DRAWN | DATE | REVISED | APPROVED |
|---|---|---|---|---|---|
| Bing Aerial Basemap, NCE | 1259.03.25 | D. Karlowicz | 6/9/2025 | 10/30/2025 | D. Rios |

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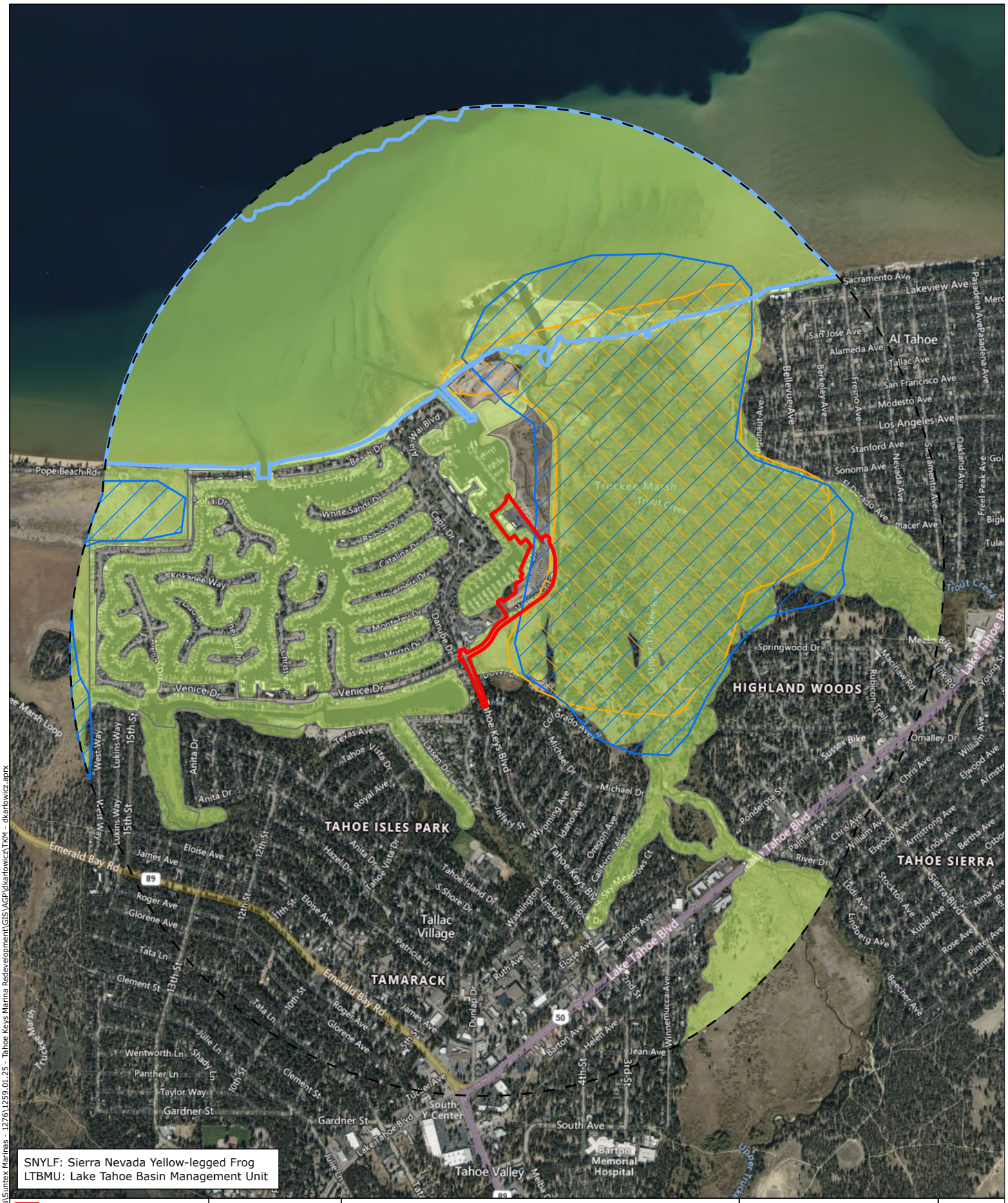


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NCE
SUNTEX MARINAS

# Tahoe Keys Marina Redevelopment Project

Tahoe Regional Planning Agency (TRPA)
Resource Map

N

1 in. = 1,800 ft.

0 600 1,200 1,800 ft.

FIGURE 6

| SOURCE | JOB NUMBER | DRAWN | DATE | REVISED | APPROVED |
|---|---|---|---|---|---|
| Bing Aerial Basemap, TRPA, LTBMU | 1259.03.25 | D. Karlowicz | 7/3/2024 | 10/30/2025 | D. Rios |

# Appendix B

## USFWS Information for Planning and Consultation Report

# United States Department of the Interior

FISH AND WILDLIFE SERVICE
Reno Fish And Wildlife Office
1340 Financial Boulevard, Suite 234
Reno, NV 89502-7147
Phone: (775) 861-6300 Fax: (775) 861-6301

In Reply Refer To: 10/30/2025 19:23:11 UTC
Project Code: 2026-0010738
Project Name: Tahoe Keys Marina Redevelopment Project

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through IPaC by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological

evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at: https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

**Migratory Birds**: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see Migratory Bird Permit | What We Do | U.S. Fish & Wildlife Service (fws.gov).

It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries

- Bald & Golden Eagles
- Migratory Birds
- Wetlands

# OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Reno Fish And Wildlife Office**
1340 Financial Boulevard, Suite 234
Reno, NV 89502-7147
(775) 861-6300

# PROJECT SUMMARY

Project Code: 2026-0010738
Project Name: Tahoe Keys Marina Redevelopment Project
Project Type: Marina - Maintenance/Modification
Project Description: The proposed Project includes:

- Replacement of the existing bulkhead and reconfiguration of the existing boat launch and marine fueling facilities.
- Installation of site-wide stormwater infrastructure, drainage facilities, and Best Management Practices (BMPs).
- Demolition of all existing upland buildings.
- Construction of 4 new 2-story buildings with a total floor area of approximately 60,000 square feet (sf) containing concession spaces, marina accessory retail, food and beverage establishments and office space.
- Construction of a 52,615-sf water and fire flow storage tank(s) and marina facility (Marina Facility) to, respectively, accommodate large indoor potable water tank(s) to provide the greater Tahoe Keys area additional fire flow and indoor storage of vessels.
- Construction of a 2-story, approximately 23,250-sf marina support building which will also house office space, 3 residential units, boat sales, and a dock master with supportive marina services.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@38.931845100000004,-120.00204844966181,14z




Counties: El Dorado County, California

# ENDANGERED SPECIES ACT SPECIES

There is a total of 7 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

## MAMMALS

| NAME | STATUS |
|---|---|
| Gray Wolf *Canis lupus*<br>Population: U.S.A.: All of AL, AR, CA, CO, CT, DE, FL, GA, IA, IN, IL, KS, KY, LA, MA, MD, ME, MI, MO, MS, NC, ND, NE, NH, NJ, NV, NY, OH, OK, PA, RI, SC, SD, TN, TX, VA, VT, WI, and WV; and portions of AZ, NM, OR, UT, and WA. Mexico.<br>There is **final** critical habitat for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/4488<br>General project design guidelines:<br>https://ipac.ecosphere.fws.gov/project/UZT3K3D2QFHSXIGHK7V2ZO6FL4/documents/generated/11040.pdf | Endangered |
| Sierra Nevada Red Fox *Vulpes vulpes necator*<br>Population:<br>No critical habitat has been designated for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/4252 | Endangered |

## BIRDS

| NAME | STATUS |
|---|---|
| California Spotted Owl *Strix occidentalis occidentalis*<br>Population: Sierra Nevada<br>No critical habitat has been designated for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/7266<br>General project design guidelines:<br>https://ipac.ecosphere.fws.gov/project/UZT3K3D2QFHSXIGHK7V2ZO6FL4/documents/generated/11040.pdf | Proposed Threatened |

## REPTILES

| NAME | STATUS |
|---|---|
| Northwestern Pond Turtle *Actinemys marmorata*<br>No critical habitat has been designated for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/1111<br>General project design guidelines:<br>https://ipac.ecosphere.fws.gov/project/UZT3K3D2QFHSXIGHK7V2ZO6FL4/documents/generated/11040.pdf | Proposed Threatened |

## AMPHIBIANS

| NAME | STATUS |
|---|---|
| Sierra Nevada Yellow-legged Frog *Rana sierrae*<br>There is **final** critical habitat for this species. Your location does not overlap the critical habitat.<br>Species profile: https://ecos.fws.gov/ecp/species/9529 | Endangered |

## FISHES

| NAME | STATUS |
|---|---|
| Lahontan Cutthroat Trout *Oncorhynchus clarkii henshawi*<br>No critical habitat has been designated for this species.<br>Species profile: https://ecos.fws.gov/ecp/species/3964<br>General project design guidelines:<br>https://ipac.ecosphere.fws.gov/project/UZT3K3D2QFHSXIGHK7V2ZO6FL4/documents/generated/11040.pdf | Threatened |

### INSECTS

| NAME | STATUS |
|---|---|
| Monarch Butterfly *Danaus plexippus*<br>There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat.<br>Species profile: https://ecos.fws.gov/ecp/species/9743<br>General project design guidelines:<br>https://ipac.ecosphere.fws.gov/project/UZT3K3D2QFHSXIGHK7V2ZO6FL4/documents/generated/11040.pdf | Proposed Threatened |

### CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

## USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

## BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

---

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.

3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are Bald Eagles and/or Golden Eagles in your project area.

**Measures for Proactively Minimizing Eagle Impacts**
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/ activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

**Ensure Your Eagle List is Accurate and Complete**
If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

| NAME | BREEDING SEASON |
|---|---|
| Bald Eagle *Haliaeetus leucocephalus*<br>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.<br>https://ecos.fws.gov/ecp/species/1626 | Breeds Jan 1 to Aug 31 |
| Golden Eagle *Aquila chrysaetos*<br>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.<br>https://ecos.fws.gov/ecp/species/1680 | Breeds Dec 1 to Aug 31 |

# PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

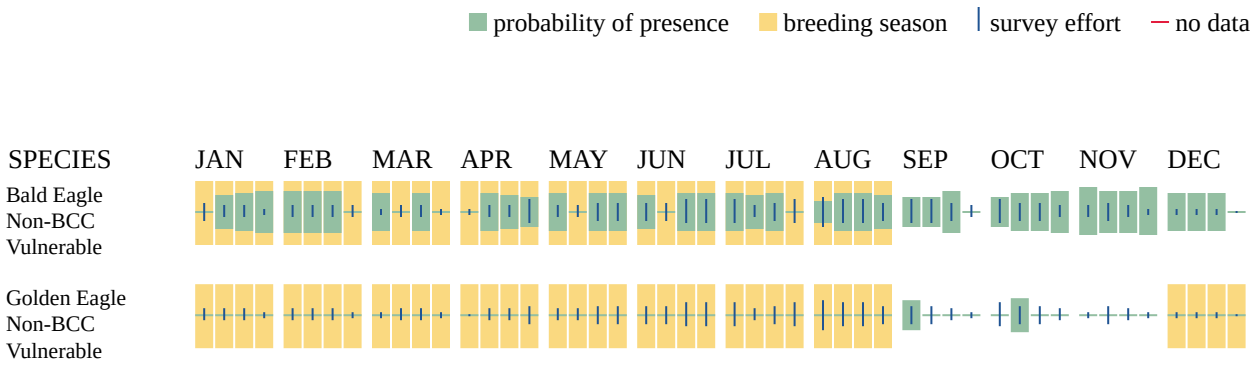
**Probability of Presence** (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

**Breeding Season** (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

**Survey Effort** (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

**No Data** (–)
A week is marked as having no data if there were no survey events for that week.




Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

# MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

---

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

| NAME | BREEDING SEASON |
|---|---|
| American Dipper *Cinclus mexicanus*<br>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA<br>https://ecos.fws.gov/ecp/species/11928 | Breeds Mar 21 to Aug 21 |
| Bald Eagle *Haliaeetus leucocephalus*<br>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.<br>https://ecos.fws.gov/ecp/species/1626 | Breeds Jan 1 to Aug 31 |
| Black-throated Gray Warbler *Setophaga nigrescens*<br>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA<br>https://ecos.fws.gov/ecp/species/9584 | Breeds May 1 to Jul 20 |
| California Gull *Larus californicus*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/10955 | Breeds Mar 1 to Jul 31 |
| Calliope Hummingbird *Selasphorus calliope*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/9526 | Breeds May 1 to Aug 15 |
| Cassin's Finch *Haemorhous cassinii*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/9462 | Breeds May 15 to Jul 15 |

| NAME | BREEDING SEASON |
|---|---|
| Clark's Grebe *Aechmophorus clarkii*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/10575 | Breeds Jun 1 to Aug 31 |
| Evening Grosbeak *Coccothraustes vespertinus*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/9465 | Breeds May 15 to Aug 10 |
| Golden Eagle *Aquila chrysaetos*<br>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.<br>https://ecos.fws.gov/ecp/species/1680 | Breeds Dec 1 to Aug 31 |
| Hermit Warbler *Setophaga occidentalis*<br>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA<br>https://ecos.fws.gov/ecp/species/11957 | Breeds May 5 to Jul 15 |
| Lewis's Woodpecker *Melanerpes lewis*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/9408 | Breeds Apr 20 to Sep 30 |
| Long-eared Owl *asio otus*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/3631 | Breeds Mar 1 to Jul 15 |
| Olive-sided Flycatcher *Contopus cooperi*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/3914 | Breeds May 20 to Aug 31 |
| Western Grebe *aechmophorus occidentalis*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/6743 | Breeds Jun 1 to Aug 31 |
| Willet *Tringa semipalmata*<br>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.<br>https://ecos.fws.gov/ecp/species/10669 | Breeds Apr 20 to Aug 5 |

## PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental

Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

**Probability of Presence** (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

**Breeding Season** (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

**Survey Effort** (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

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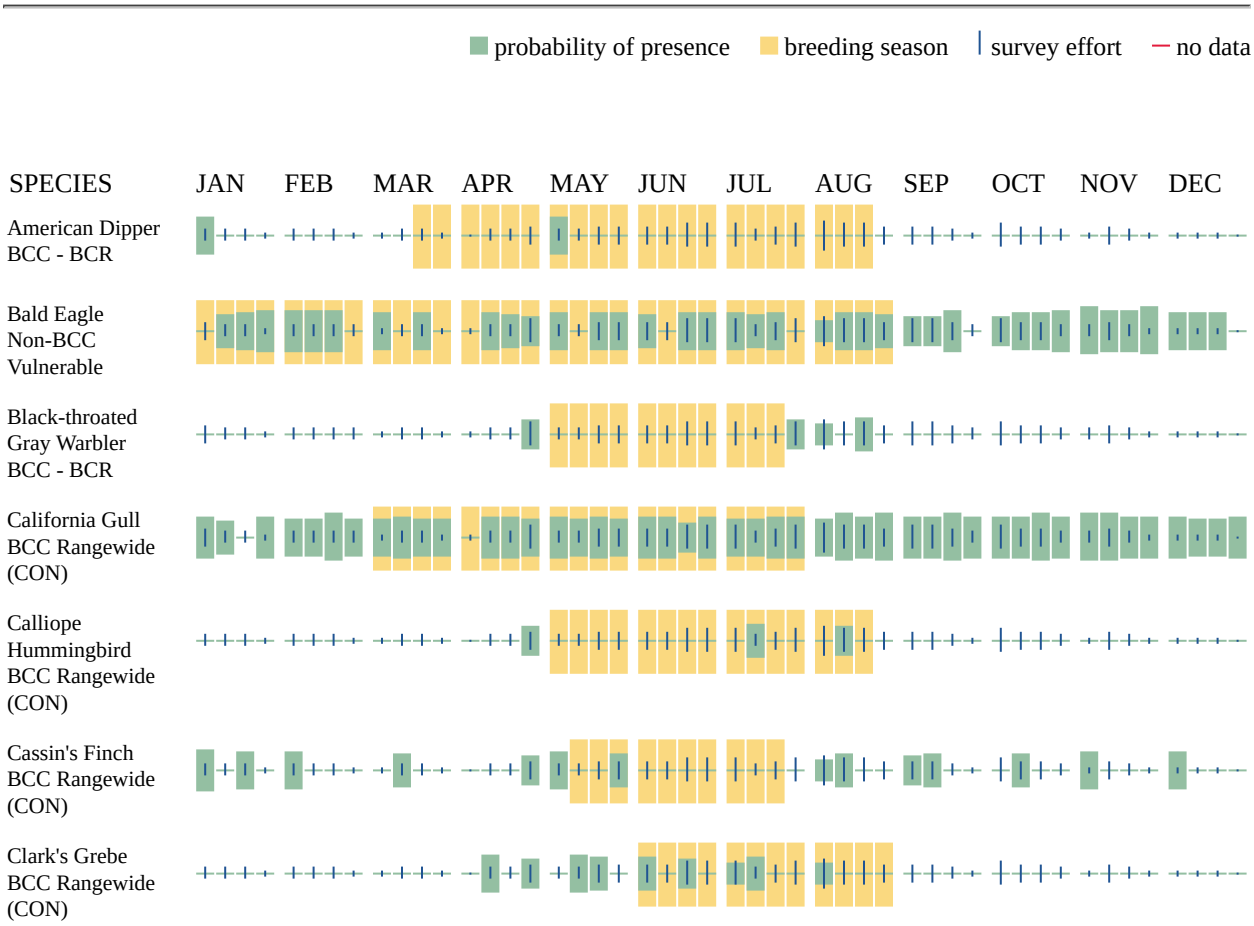

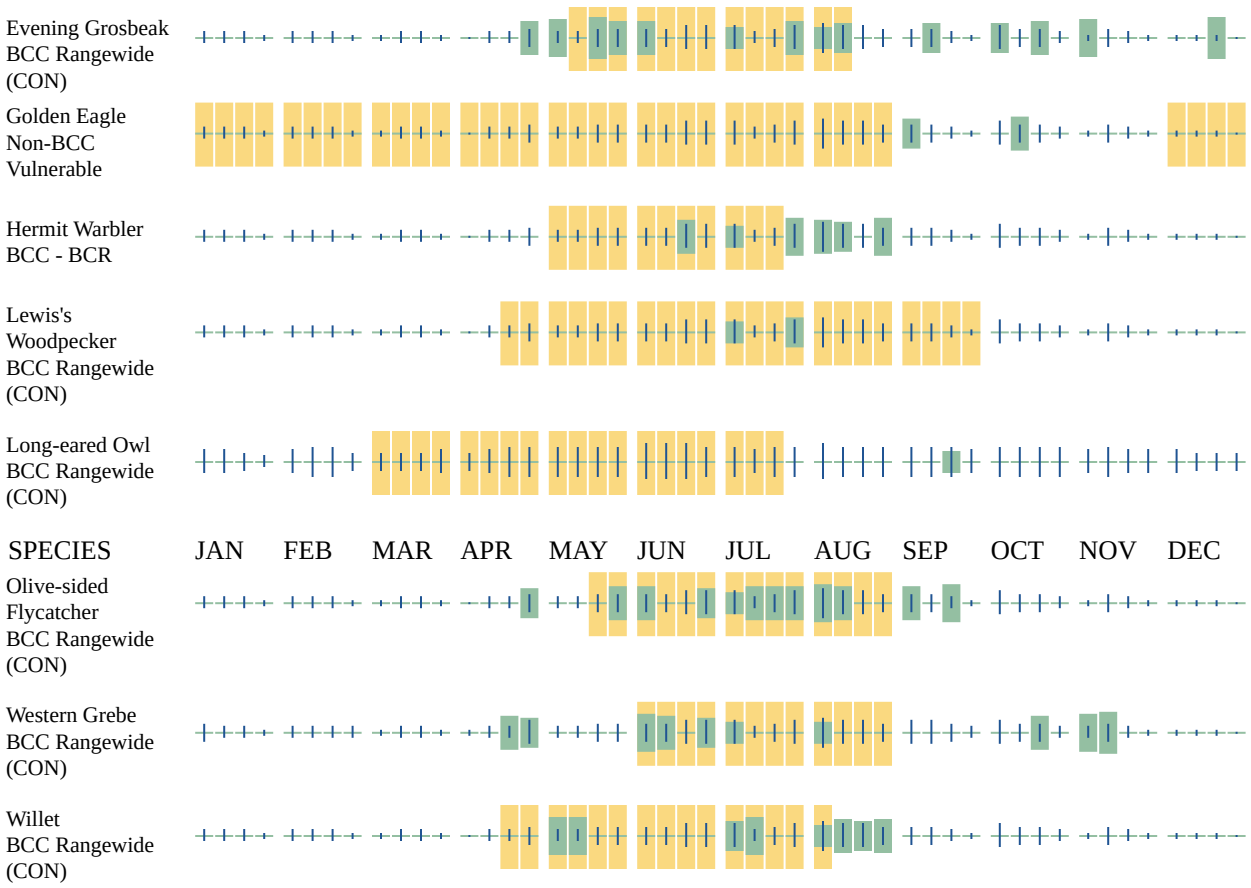


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- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

# WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

LAKE

- L1UBHx

FRESHWATER EMERGENT WETLAND

- PEM1C

FRESHWATER FORESTED/SHRUB WETLAND

- PSS1B
- PSSC

RIVERINE

- R3UBF

# IPAC USER CONTACT INFORMATION

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State: NV
Zip: 89448
Email dkarlowicz@ncenet.com
Phone: 7755882505

# Appendix C

## Photographs



Photograph 1: West-facing view of the unpaved trailer storage area and surrounding berm with big sagebrush, ruderal species, and conifers.



Photograph 2: North-facing view of the vacant disturbed parcel along Venice Drive dominated by grasses, forbs, and ruderal species.



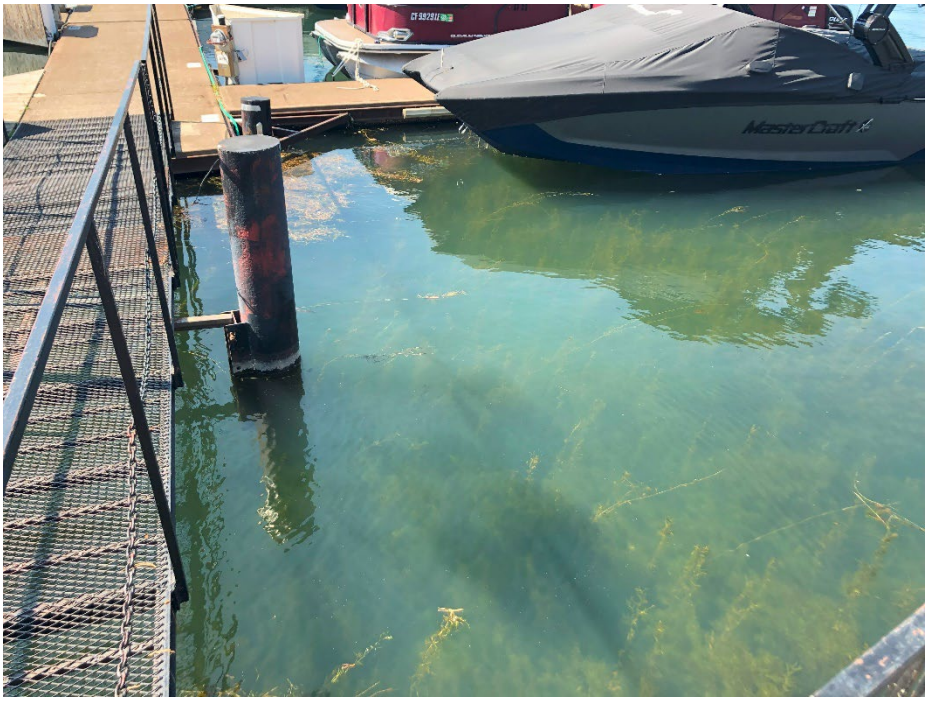
Photograph 3: Southwest-facing view of the paved boat storage area and stormwater basin with standing water and wetland plant species.



Photograph 4: South-facing view of the paved boat storage area.



Photograph 5: South-facing view of the paved parking area and adjacent Conservancy restoration area.




Photograph 6: View of Eurasian watermilfoil around the marina docks and bulkhead.



Photograph 7: Southeast-facing view of the bulkhead division between the upland and lagoon.



Photograph 8: Southwest-facing view of the docks, sheet pile bulkhead, boat ramp, and marina landscaping.



Photograph 9: Northeast-facing view of the approximate new boat launch location and existing bulkhead.



Photograph 10: Northeast-facing view of the shoreline area in the lagoon dominated by emergent wetland species and big sagebrush.



Photograph 11: East-facing view of the Upper Truckee River and Marsh adjacent to the Project area.



Photograph 12: East-facing view of a juvenile bald eagle perched in the stand of Jeffrey pines northeast of the Project area.



Photograph 13: Southwest-facing view of Venice Drive in the Project area.



Photograph 14: Northwest-facing view of Tahoe Keys Boulevard in the Project area.

# Appendix C

## Noise Study

# Environmental Noise Assessment

# Tahoe Keys Marina

**City of South Lake Tahoe, California**

**March 16, 2026**

**Project #250201**

**Prepared for:**

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**Prepared by:**


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Roseville, CA 95678

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Appendix A: Acoustical Terminology
Appendix B: Field Noise Measurement Data
Appendix C: Traffic Noise Calculations

## INTRODUCTION

The Tahoe Keys Marina project consists of the redevelopment of the existing marina. This involves the construction of a storage facility, dock master building, park, boat launch area, parking, plaza, and four buildings. The project site is bordered by residential land use to the north and west, public land use to the east, and Venice Road to the south.

**Figure 1** shows the project site plan. **Figure 2** shows an aerial photo of the project site.

## ENVIRONMENTAL SETTING

### BACKGROUND INFORMATION ON NOISE

#### *Fundamentals of Acoustics*

Acoustics is the science of sound. Sound may be thought of as mechanical energy of a vibrating object transmitted by pressure waves through a medium to human (or animal) ears. If the pressure variations occur frequently enough (at least 20 times per second), then they can be heard and are called sound. The number of pressure variations per second is called the frequency of sound and is expressed as cycles per second or Hertz (Hz).

Noise is a subjective reaction to different types of sounds. Noise is typically defined as (airborne) sound that is loud, unpleasant, unexpected or undesired, and may therefore be classified as a more specific group of sounds. Perceptions of sound and noise are highly subjective from person to person.

Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale uses the hearing threshold (20 micropascals), as a point of reference, defined as 0 dB. Other sound pressures are then compared to this reference pressure, and the logarithm is taken to keep the numbers in a practical range. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB, and changes in levels (dB) correspond closely to human perception of relative loudness.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by A-weighted sound levels. There is a strong correlation between A-weighted sound levels (expressed as dBA) and the way the human ear perceives sound. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment.

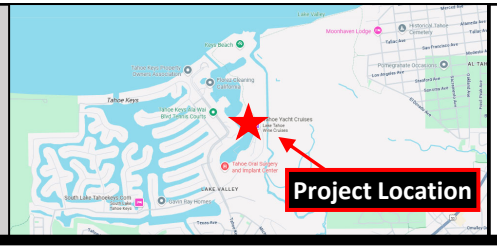



# Tahoe Keys Marina TRPA CEQA

**City of South Lake Tahoe, California**

**Figure 1**

**Project Site Plan**

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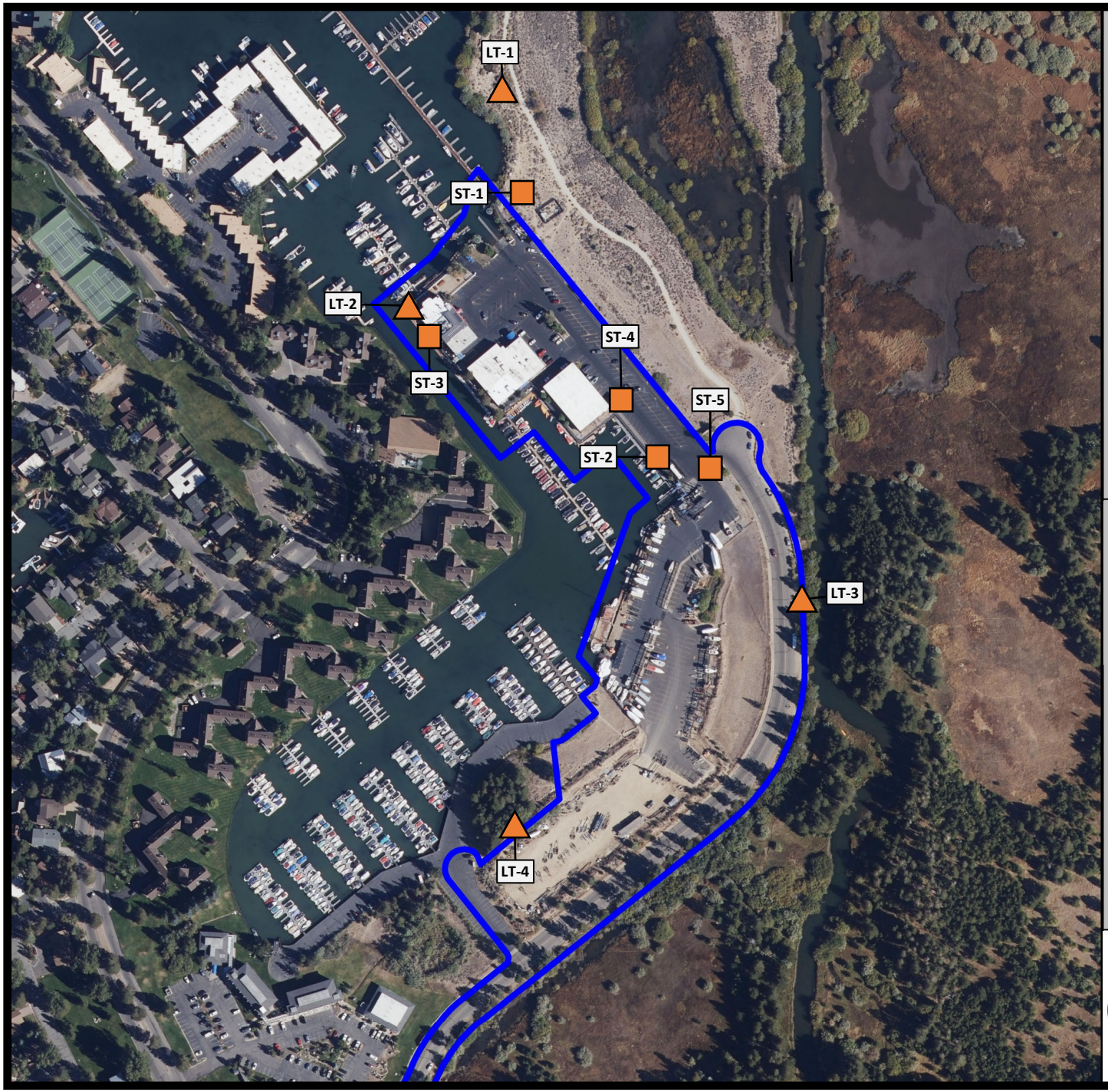


# Tahoe Keys Marina TRPA CEQA

City of South Lake Tahoe, California

Figure 2

Noise Measurement Sites

**Legend**

- Project Site
- Long Term Measurement
- Short Term Measurement

0 ft 250 ft 500 ft

Projection: UTM Zone 10 / WGS84 / meters
Rev. Date: 12/10/2025

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Acoustics · Noise · Vibration

1162

The decibel scale is logarithmic, not linear. In other words, two sound levels 10-dB apart differ in acoustic energy by a factor of 10. When the standard logarithmic decibel is A-weighted, an increase of 10-dBA is generally perceived as a doubling in loudness. For example, a 70-dBA sound is half as loud as an 80-dBA sound, and twice as loud as a 60-dBA sound.

Community noise is commonly described in terms of the ambient noise level, which is defined as the all-encompassing noise level associated with a given environment. A common statistical tool is the average, or equivalent, sound level ($L_{eq}$), which corresponds to a steady-state A-weighted sound level containing the same total energy as a time varying signal over a given time period (usually one hour). The $L_{eq}$ is the foundation of the composite noise descriptor, $L_{dn}$, and shows very good correlation with community response to noise.

The day/night average level (DNL or $L_{dn}$) is based upon the average noise level over a 24-hour day, with a +10-decibel weighing applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because $L_{dn}$ represents a 24-hour average, it tends to disguise short-term variations in the noise environment.

**Table 1** lists several examples of the noise levels associated with common situations. **Appendix A** provides a summary of acoustical terms used in this report.

**TABLE 1: TYPICAL NOISE LEVELS**

| Common Outdoor Activities | Noise Level (dBA) | Common Indoor Activities |
|---|---|---|
| | --110-- | Rock Band |
| Jet Fly-over at 300 m (1,000 ft.) | --100-- | |
| Gas Lawn Mower at 1 m (3 ft.) | --90-- | |
| Diesel Truck at 15 m (50 ft.),<br>at 80 km/hr. (50 mph) | --80-- | Food Blender at 1 m (3 ft.)<br>Garbage Disposal at 1 m (3 ft.) |
| Noisy Urban Area, Daytime<br>Gas Lawn Mower, 30 m (100 ft.) | --70-- | Vacuum Cleaner at 3 m (10 ft.) |
| Commercial Area<br>Heavy Traffic at 90 m (300 ft.) | --60-- | Normal Speech at 1 m (3 ft.) |
| Quiet Urban Daytime | --50-- | Large Business Office<br>Dishwasher in Next Room |
| Quiet Urban Nighttime | --40-- | Theater, Large Conference Room (Background) |
| Quiet Suburban Nighttime | --30-- | Library |
| Quiet Rural Nighttime | --20-- | Bedroom at Night, Concert Hall (Background) |
| | --10-- | Broadcast/Recording Studio |
| Lowest Threshold of Human Hearing | --0-- | Lowest Threshold of Human Hearing |

*Source: Caltrans, Technical Noise Supplement, Traffic Noise Analysis Protocol. September, 2013.*

***Effects of Noise on People***

The effects of noise on people can be placed in three categories:

- Subjective effects of annoyance, nuisance, and dissatisfaction
- Interference with activities such as speech, sleep, and learning
- Physiological effects such as hearing loss or sudden startling

Environmental noise typically produces effects in the first two categories. Workers in industrial plants can experience noise in the last category. There is no completely satisfactory way to measure the subjective effects of noise or the corresponding reactions of annoyance and dissatisfaction. A wide variation in individual thresholds of annoyance exists and different tolerances to noise tend to develop based on an individual's past experiences with noise.

Thus, an important way of predicting a human reaction to a new noise environment is the way it compares to the existing environment to which one has adapted: the so-called ambient noise level. In general, the more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will be judged by those hearing it.

With regards to increases in A-weighted noise level, the following relationships occur:

- Except in carefully controlled laboratory experiments, a change of 1-dBA cannot be perceived;
- Outside of the laboratory, a 3-dBA change is considered a just-perceivable difference;
- A change in level of at least 5-dBA is required before any noticeable change in human response would be expected; and
- A 10-dBA change is subjectively heard as approximately a doubling in loudness and can cause an adverse response.

Stationary point sources of noise – including stationary mobile sources such as idling vehicles – attenuate (lessen) at a rate of approximately 6-dB per doubling of distance from the source, depending on environmental conditions (i.e. atmospheric conditions and either vegetative or manufactured noise barriers, etc.). Widely distributed noises, such as a large industrial facility spread over many acres or a street with moving vehicles, would typically attenuate at a lower rate.

## EXISTING NOISE AND VIBRATION ENVIRONMENTS

### EXISTING NOISE RECEPTORS

Some land uses are considered more sensitive to noise than others. Land uses often associated with sensitive receptors generally include residences, schools, libraries, hospitals, and passive recreational areas. Sensitive noise receptors may also include threatened or endangered noise-sensitive biological species, although many jurisdictions have not adopted noise standards for wildlife areas. Noise sensitive land uses are typically given special attention in order to achieve protection from excessive noise.

Sensitivity is a function of noise exposure (in terms of both exposure duration and insulation from noise) and the types of activities involved. In the vicinity of the project site, sensitive land uses include residential condominiums located to the north and west, along Tahoe Keys Boulevard and Ala Wai Boulevard.

### EXISTING GENERAL AMBIENT NOISE LEVELS

The existing noise environment in the project area is primarily defined by traffic on Venice Road, car/truck circulation on the project site, and boat noise. To quantify the existing ambient noise environment in the project vicinity, Saxelby Acoustics conducted continuous (24-hr.) noise level measurements at four locations on the project site and five additional short-term sites and observations. Noise measurement locations are shown on **Figure 2**. A summary of the noise level measurement survey results is provided in **Table 2**. **Appendix B** contains the complete results of the noise monitoring.

The sound level meters were programmed to record the maximum, median, and average noise levels at each site during the survey. The maximum value, denoted $L_{max}$, represents the highest noise level measured. The average value, denoted $L_{eq}$, represents the energy average of all the noise received by the sound level meter microphone during the monitoring period. The median value, denoted $L_{50}$, represents the sound level exceeded 50 percent of the time during the monitoring period.

Larson Davis Laboratories (LDL) model 820 precision integrating sound level meters were used for the ambient noise level measurement survey. The meters were calibrated before and after use with a CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all pertinent specifications of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).

**TABLE 2: SUMMARY OF EXISTING BACKGROUND NOISE MEASUREMENT DATA**

| Location | Date | $L_{dn}$ | Daytime $L_{eq}$ | Daytime $L_{50}$ | Daytime $L_{max}$ | Nighttime $L_{eq}$ | Nighttime $L_{50}$ | Nighttime $L_{max}$ |
|---|---|---|---|---|---|---|---|---|
| LT-1 | 6/27/25 | 47 | 47 | 41 | 64 | 38 | 35 | 52 |
| | 6/28/25 | 49 | 47 | 43 | 65 | 41 | 36 | 54 |
| | 6/29/25 | 48 | 48 | 42 | 65 | 38 | 35 | 53 |
| **Average** | | **48** | **47** | **42** | **65** | **39** | **35** | **53** |
| LT-2 | 6/27/25 | 52 | 52 | 47 | 71 | 40 | 37 | 53 |
| | 6/28/25 | 53 | 53 | 47 | 71 | 42 | 37 | 54 |
| | 6/29/25 | 53 | 54 | 48 | 72 | 40 | 37 | 56 |
| **Average** | | **53** | **53** | **47** | **71** | **41** | **37** | **54** |
| LT-3 | 6/27/25 | 57 | 54 | 47 | 75 | 50 | 40 | 67 |
| | 6/28/25 | 55 | 55 | 47 | 75 | 46 | 40 | 64 |
| | 6/29/25 | 55 | 55 | 47 | 75 | 45 | 41 | 63 |
| **Average** | | **56** | **55** | **47** | **75** | **47** | **40** | **65** |
| LT-4 | 6/27/25 | 46 | 45 | 39 | 64 | 37 | 34 | 51 |
| | 6/28/25 | 46 | 44 | 39 | 62 | 37 | 34 | 49 |
| | 6/29/25 | 48 | 47 | 39 | 66 | 39 | 34 | 55 |
| **Average** | | **47** | **45** | **39** | **64** | **38** | **34** | **52** |
| ST-1 | 6/26/25 | N/A | 44 | 43 | 62 | N/A | N/A | N/A |
| ST-2 | 6/26/25 | N/A | 56 | 55 | 71 | N/A | N/A | N/A |
| ST-3 | 6/30/25 | N/A | 52 | 51 | 59 | N/A | N/A | N/A |
| ST-4 | 6/30/25 | N/A | 52 | 47 | 72 | N/A | N/A | N/A |
| ST-5 | 6/30/25 | N/A | 55 | 50 | 69 | N/A | N/A | N/A |

- *All values shown in dBA*
- *Daytime hours: 7:00 a.m. to 10:00 p.m.*
- *Nighttime Hours: 10:00 p.m. to 7:00 a.m.*
- *Source: Saxelby Acoustics, 2025.*

## FUTURE TRAFFIC NOISE ENVIRONMENT AT OFF-SITE RECEPTORS

### OFF-SITE TRAFFIC NOISE IMPACT ASSESSMENT METHODOLOGY

To assess noise impacts due to project-related traffic increases on the local roadway network, traffic noise levels are predicted at sensitive receptors for existing and future, project and no-project conditions.

Existing noise levels due to traffic are calculated using the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108). The model is based upon the Calveno reference noise factors for automobiles, medium trucks and heavy trucks, with consideration given to vehicle volume, speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the site.

The FHWA model was developed to predict hourly $L_{eq}$ values for free-flowing traffic conditions. To predict traffic noise levels in terms of $L_{dn}$, it is necessary to adjust the input volume to account for the day/night distribution of traffic.

Project trip generation volumes were provided by the project traffic engineer (LSC), truck usage and vehicle speeds on the local area roadways were estimated from field observations. The predicted increases in traffic noise levels on the local roadway network for Existing conditions which would result from the project are provided in terms of $L_{dn}$.

Traffic noise levels are predicted at the sensitive receptors located at the closest typical setback distance along each project-area roadway segment. In some locations sensitive receptors may not receive full shielding from noise barriers or may be located at distances which vary from the assumed calculation distance.

**Tables 3** summarize the modeled traffic noise levels at the nearest sensitive receptors along each roadway segment in the Project area. **Appendix C** provides the complete inputs and results of the FHWA traffic modeling.

**TABLE 3: PREDICTED TRAFFIC NOISE LEVEL AND PROJECT-RELATED TRAFFIC NOISE LEVEL INCREASES**

| Roadway | Segment | Existing Counts (dBA $L_{dn}$) | Existing + Project (dBA $L_{dn}$) | Change (dBA) |
|---|---|---|---|---|
| Marina Access Driveway | North of Venice Dr | 41.1 | 42.6 | 1.5 |
| Venice Dr | East of Beach and Harbor Driveway | 37.5 | 38.8 | 1.3 |
| Venice Dr | West of Beach and Harbor Driveway | 44.5 | 45.7 | 1.2 |

**TABLE 4: PREDICTED TRAFFIC NOISE LEVEL AND PROJECT-RELATED TRAFFIC NOISE LEVEL INCREASES**

| Roadway | Segment | Existing No Project[1] (dBA $L_{dn}$) | Existing + Project (dBA $L_{dn}$) | Change (dBA) |
|---|---|---|---|---|
| Marina Access Driveway | North of Venice Dr | 42.4 | 42.6 | 0.2 |
| Venice Dr | East of Beach and Harbor Driveway | 38.5 | 38.8 | 0.3 |
| Venice Dr | West of Beach and Harbor Driveway | 45.5 | 45.7 | 0.2 |

[1] Existing No Project conditions assumes the Fresh Ketch restaurant is operational.

Based upon the **Tables 3** data, the proposed project is predicted to result in an increase in a maximum traffic noise level increase of 1.5 dBA or 0.3 dBA if the Fresh Ketch restaurant is operational.

**EVALUATION OF PROJECT OPERATIONAL NOISE ON EXISTING SENSITIVE RECEPTORS**

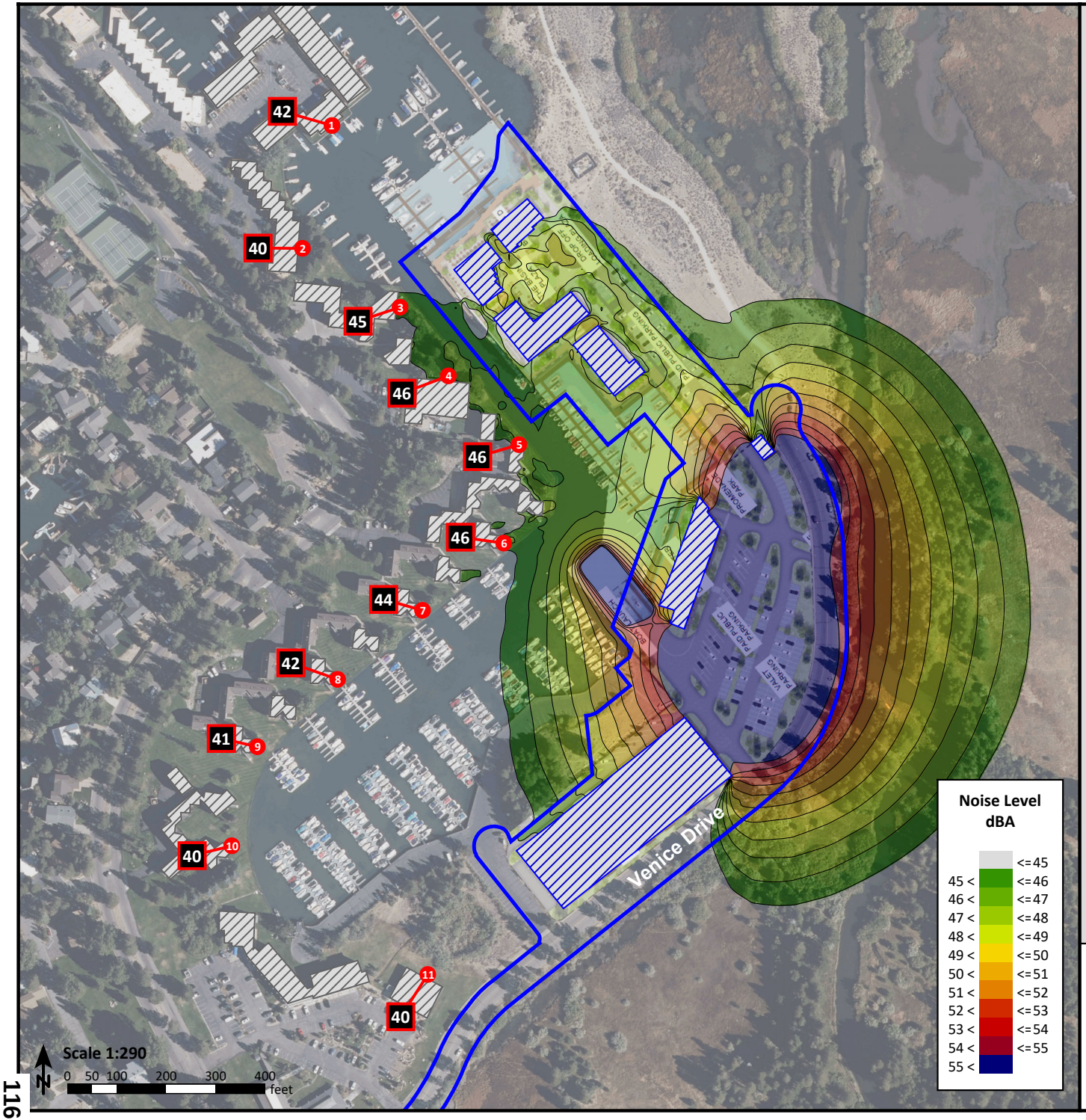
Project site traffic circulation, boat launch ramp, and HVAC noise are considered to be the primary noise sources for this project. The following is a list of assumptions used for noise modeling. The data used is based upon a combination of manufacturer's provided data and Saxelby Acoustics data from similar operations.

Boat Launch Ramp: Assumes typical boat activity will occur mostly during daytime hours. Noise sources include vehicle and trailer movements as well as boat engine startup and idle noise. The boat ramp is predicted to generate noise levels of 44 dBA at 100 feet for 15 daytime hours and two nighttime hours, based on existing boat launch operations.

On-Site Circulation: Saxelby Acoustics used the data provided by LSC Transportation Consultants Inc. for the proposed project. The project is predicted to generate approximately 191 trips in the peak hour (with a net increase of only 37 in the peak hour). Saxelby Acoustics included an additional two heavy truck trips to account for garbage collection and deliveries. Parking lot movements are predicted to generate a sound exposure level (SEL) of 71 dBA SEL at 50 feet for cars and 85 dBA SEL at 50 feet for trucks. Nighttime traffic outside of the AM or PM peak hour is estimated to be approximately 20% of daytime trips during nighttime hours (10:00 p.m. to 7:00 a.m.).

HVAC: Assumes 2-4 six-ton HVAC units for each building. The units were assumed to have a sound power level of 82 dBA with continuous daytime operation and 25% nighttime operation.

Saxelby Acoustics used the SoundPLAN noise prediction model. Inputs to the model included sound power levels for the proposed noise sources, existing and proposed buildings, terrain type, and locations of sensitive receptors. These predictions are made in accordance with International Organization for Standardization (ISO) standard 9613-2:1996 (Acoustics – Attenuation of sound during propagation outdoors). ISO 9613 is the most commonly used method for calculating exterior noise propagation. **Figure 3** shows the project operational noise level contours. Please note that these contours do not account for existing operations, only proposed future operations.




# Tahoe Keys Marina TRPA CEQA

City of South Lake Tahoe, CA

Figure 3

Project Generated Noise Levels
(Noise level Day/Night, dBA)

**Legend**

- Project Boundary
- Project Building
- Existing Building
- Noise Level

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## CONSTRUCTION NOISE ENVIRONMENT

During the construction of the proposed project, noise from construction activities would temporarily add to the noise environment in the project vicinity. As shown in **Table 4**, activities involved in construction would generate maximum noise levels ranging from 76 to 90 dB at a distance of 50 feet.

**TABLE 5: CONSTRUCTION EQUIPMENT NOISE**

| Type of Equipment | Maximum Level, dBA at 50 feet |
|---|---|
| Auger Drill Rig | 84 |
| Backhoe | 78 |
| Compactor | 83 |
| Compressor (air) | 78 |
| Concrete Saw | 90 |
| Dozer | 82 |
| Dump Truck | 76 |
| Excavator | 81 |
| Generator | 81 |
| Jackhammer | 89 |
| Pneumatic Tools | 85 |

*Source: Roadway Construction Noise Model User's Guide. Federal Highway Administration. FHWA-HEP-05-054. January 2006.*

## CONSTRUCTION VIBRATION ENVIRONMENT

The primary vibration-generating activities associated with the proposed project would occur during construction when activities such as grading, utilities placement, and parking lot construction occur. **Table 5** shows the typical vibration levels produced by construction equipment.

**TABLE 6: VIBRATION LEVELS FOR VARIOUS CONSTRUCTION EQUIPMENT**

| Type of Equipment | Peak Particle Velocity at 25 feet (inches/second) | Peak Particle Velocity at 50 feet (inches/second) | Peak Particle Velocity at 100 feet (inches/second) |
|---|---|---|---|
| Large Bulldozer | 0.089 | 0.031 | 0.011 |
| Loaded Trucks | 0.076 | 0.027 | 0.010 |
| Small Bulldozer | 0.003 | 0.001 | 0.000 |
| Auger/drill Rigs | 0.089 | 0.031 | 0.011 |
| Jackhammer | 0.035 | 0.012 | 0.004 |
| Vibratory Hammer | 0.070 | 0.025 | 0.009 |
| Vibratory Compactor/roller | 0.210 (Less than 0.20 at 26 feet) | 0.074 | 0.026 |

*Source: Transit Noise and Vibration Impact Assessment Guidelines. Federal Transit Administration. May 2006.*

## REGULATORY CONTEXT

### FEDERAL

#### *HUD Criteria*

The U.S. Department of Housing and Urban Development (HUD) establishes an acceptable exterior noise environment of 65 dBA $L_{dn}$ (also expressed as "DNL" or Day/Night Level) at exterior areas of residential uses. Noise levels in the 65-75 dBA DNL range are considered Normally Unacceptable. However, 65-75 dBA DNL may be allowed, but require special approvals and additional sound attenuation measures. Such measures include a 5 dBA improvement to the building facade noise level reduction (NLR) for exterior noise levels in the 65-70 dBA range, and an improvement of 10 dBA for exterior noise levels in the 70-75 dBA range. The improvement is required in addition to "attenuation provided by buildings as commonly constructed in the area and requiring open windows for ventilation."

Noise levels exceeding 75 dBA DNL are considered unacceptable and may only be allowed under special circumstances.

In addition, HUD established an interior noise level goal of 45 dBA DNL, while assuming a typical exterior-to-interior NLR of 20 dBA.

### STATE

#### *California Environmental Quality Act*

The California Environmental Quality Act (CEQA) Guidelines, Appendix G, indicate that a significant noise impact may occur if a project exposes persons to noise or vibration levels in excess of local general plans or noise ordinance standards, or cause a substantial permanent or temporary increase in ambient noise levels. CEQA standards are discussed in more detail under the Thresholds of Significance section.

#### *State Building Code, Title 24, Part 2 of the State of California Code of Regulations*

The State Building Code, Title 24, Part 2 of the State of California Code of Regulations, establishes uniform minimum noise insulation performance standards to protect persons within new buildings which house people, including hotels, motels, dormitories, apartment houses, and dwellings other than single-family dwellings. Title 24 mandates that interior noise levels attributable to exterior sources shall not exceed 45 dB $L_{dn}$ or CNEL in any habitable room. Title 24 also mandates that for structures containing noise-sensitive uses to be located where the $L_{dn}$ or CNEL exceeds 60 dB, an acoustical analysis must be prepared to identify mechanisms for limiting exterior noise to the prescribed allowable interior levels. If the interior allowable noise levels are met by requiring that windows be kept closed, the design for the structure must also specify a ventilation or air conditioning system to provide a habitable interior environment.

## LOCAL

### *TRPA Code of Ordinances*

#### *68.3.1 Single Noise Events*

Single noise event threshold standards adopted by TRPA are based on the numerical value associated with the maximum measured level in acoustical energy during an event. This threshold establishes maximum noise levels of 82 dBA $L_{max}$ at 50 feet at 3,000 rpm, 75 dBA Lmax at the shoreline, or 88-90 dBA at 3.3 feet from the engine exhaust.

#### *68.4 Community Noise Levels*

TRPA shall use community noise equivalent levels (CNELs) to measure community noise levels. The plan area statements shall set forth CNELs that shall not be exceeded by any one activity or combination of activities (See subsection 11.6.10). In addition, community noise levels shall not exceed levels existing on August 26, 1982, where such levels are known. The CNELs set forth in the plan area statements are based on the land use classification, the presence of transportation corridors, and the applicable threshold. The CNEL corridor GIS data layer indicates the location of special noise corridors for highways and the South Lake Tahoe Airport. Consistent with the adopted TRPA Threshold Standards the maximum community noise equivalent levels (CNEL) for the Tahoe Keys Area Plan 102 is 55 dBA CNEL.

#### *68.9 Exemptions to Noise Limitations*

The standards of this chapter shall not apply to noise from TRPA-approved construction or maintenance project or the demolition of structures provides such activities are limited to the hours between 8 a.m. and 6:30 p.m. The standards of this chapter shall not apply to safety signals, warning devices or emergency pressure relief valves, and other similar devices. Emergency work to protect life property shall be exempt from noise standards, as shall be fireworks used in accordance with a state or local permit.

## CRITERIA FOR ACCEPTABLE VIBRATION

Vibration is like noise in that it involves a source, a transmission path, and a receiver. While vibration is related to noise, it differs in that noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency. A person's perception to the vibration will depend on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system which is vibrating.

Vibration can be measured in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration measures in terms of peak particle velocities in inches per second. Standards pertaining to perception as well as damage to structures have been developed for vibration levels defined in terms of peak particle velocities.

Human and structural response to different vibration levels is influenced by a number of factors, including ground type, distance between source and receptor, duration, and the number of perceived vibration events. **Table 6**, which was developed by Caltrans, shows the vibration levels which would normally be required to

result in damage to structures. The vibration levels are presented in terms of peak particle velocity in inches per second.

**Table 6** indicates that the threshold for architectural damage to structures is 0.20 in/sec p.p.v. A threshold of 0.20 in/sec p.p.v. is considered to be a reasonable threshold for short-term construction projects.

**TABLE 7: EFFECTS OF VIBRATION ON PEOPLE AND BUILDINGS**

| Peak Particle Velocity | | Human Reaction | Effect on Buildings |
|---|---|---|---|
| mm/second | in/second | | |
| 0.15-0.30 | 0.006-0.019 | Threshold of perception; possibility of intrusion | Vibrations unlikely to cause damage of any type |
| 2.0 | 0.08 | Vibrations readily perceptible | Recommended upper level of the vibration to which ruins and ancient monuments should be subjected |
| 2.5 | 0.10 | Level at which continuous vibrations begin to annoy people | Virtually no risk of "architectural" damage to normal buildings |
| 5.0 | 0.20 | Vibrations annoying to people in buildings (this agrees with the levels established for people standing on bridges and subjected to relative short periods of vibrations) | Threshold at which there is a risk of "architectural" damage to normal dwelling - houses with plastered walls and ceilings. Special types of finish such as lining of walls, flexible ceiling treatment, etc., would minimize "architectural" damage |
| 10-15 | 0.4-0.6 | Vibrations considered unpleasant by people subjected to continuous vibrations and unacceptable to some people walking on bridges | Vibrations at a greater level than normally expected from traffic, but would cause "architectural" damage and possibly minor structural damage |

*Source: Transportation Related Earthborne Vibrations. Caltrans. TAV-02-01-R9601. February 20, 2002.*

## IMPACTS AND MITIGATION MEASURES

### THRESHOLDS OF SIGNIFICANCE

Appendix G of the CEQA Guidelines states that a project would normally be considered to result in significant noise impacts if noise levels conflict with adopted environmental standards or plans or if noise generated by the project would substantially increase existing noise levels at sensitive receivers on a permanent or temporary basis. Significance criteria for noise impacts are drawn from CEQA Guidelines Appendix G (Items XI [a-c]).

Would the project:

a. Generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

b. Generate excessive groundborne vibration or groundborne noise levels?

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

***Noise Level Increase Criteria for Long-Term Project-Related Noise Level Increases***

The California Environmental Quality Act (CEQA) guidelines define a significant impact of a project if it "increases substantially the ambient noise levels for adjoining areas." Generally, a project may have a significant effect on the environment if it will substantially increase the ambient noise levels for adjoining areas or expose people to severe noise levels. In practice, more specific professional standards have been developed. These standards state that a noise impact may be considered significant if it would generate noise that would conflict with local project criteria or ordinances, or substantially increase noise levels at noise sensitive land uses. The potential increase in traffic noise from the project is a factor in determining significance. Research into the human perception of changes in sound level indicates the following:

- A 3-dB change is barely perceptible,
- A 5-dB change is clearly perceptible, and
- A 10-dB change is perceived as being twice or half as loud.

A limitation of using a single noise level increase value to evaluate noise impacts is that it fails to account for pre-project noise conditions. **Table 7** is based upon recommendations made by the Federal Interagency Committee on Noise (FICON) to provide guidance in the assessment of changes in ambient noise levels resulting from aircraft operations. The recommendations are based upon studies that relate aircraft noise levels to the percentage of persons highly annoyed by the noise. Although the FICON recommendations were specifically developed to assess aircraft noise impacts, it has been accepted that they are applicable to all sources of noise described in terms of cumulative noise exposure metrics such as the $L_{dn}$.

**TABLE 8: SIGNIFICANCE OF CHANGES IN NOISE EXPOSURE**

| Ambient Noise Level Without Project, $L_{dn}$ | Increase Required for Significant Impact |
|---|---|
| <60 dB | +5.0 dB or more |
| 60-65 dB | +3.0 dB or more |
| >65 dB | +1.5 dB or more |

*Source: Federal Interagency Committee on Noise (FICON).*

Based on the FICON data, an increase in the traffic noise level of 5 dB or more would be significant where the pre-project noise levels are less than 60 dB $L_{dn}$, or 3 dB or more where existing noise levels are between 60 to 65 dB $L_{dn}$. Extending this concept to higher noise levels, an increase in the traffic noise level of 1.5 dB or more may be significant where the pre-project traffic noise level exceeds 65 dB $L_{dn}$. The rationale for the FICON

criteria is that, as ambient noise levels increase, a smaller increase in noise resulting from a project is sufficient to cause annoyance.

***Temporary Construction Noise Impacts***

With temporary noise impacts (construction), identification of "substantial increases" depends upon the duration of the impact, the temporal daily nature of the impact, and the absolute change in decibel levels. Per the TRPA Code of Ordinances, construction activities operating between 8:00 a.m. and 6:30 p.m. are exempt from the ordinance (68.9).

TRPA has not adopted any formal standard for evaluating temporary construction noise which occurs within allowable hours. For short-term noise associated with Project construction, Saxelby Acoustics recommends use of the Caltrans increase criteria of 12 dBA (Caltrans Traffic Noise Protocol, 2020), applied to existing residential receptors in the project vicinity. This level of increase is approximately equivalent to a doubling of sound energy and has been the standard of significance for Caltrans projects at the state level for many years. Application of this standard to construction activities is considered reasonable considering the temporary nature of construction activities.

**PROJECT-SPECIFIC IMPACTS AND MITIGATION MEASURES**

***Impact 1:*** ***Would the project generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

***Traffic Noise Increases at Off-Site Receptors***

The proposed project is not predicted to cause traffic noise levels to increase by more than 1.5 dBA. At this location traffic noise levels are predicted to increase from 41.1 dBA $L_{dn}$ to 42.6 dBA $L_{dn}$. If the Fresh Ketch is operational, the net increase in traffic noise level is predicted to be no more than 0.3 dBA. These increases are less than the allowable 5.0 dBA increase where existing noise levels are less than 60 dBA, as shown in **Table 7**.

Additionally, while cumulative traffic volumes were not available, it is expected that the project's contribution to cumulative noise level increases would become less as background traffic volumes increase due to non-project related traffic. Therefore, under cumulative plus project conditions, it is expected that the increase due to the proposed project would be less than 1.5 dBA.

Therefore, impacts resulting from increased traffic noise would be considered ***less-than-significant***, and no mitigation is required.

***Operational Noise at Existing Sensitive Receptors***

*Compliance with TRPA Standards*

The proposed project falls under the TRPA Tahoe Kets Area Plan 102. The maximum allowable noise level within this Plan Area is 55 dBA CNEL. The closest sensitive receptors are shown in **Figure 2**. **Figure 3** shows the noise level contours emanating from the project site. **Table 8** below compares project-generated noise levels with the TRPA standards.

**TABLE 9: PROJECT-GENERATED NOISE LEVELS AT SENSITIVE RECEPTORS**

| Receiver | Zoning District | Noise Level Standard (dBA CNEL) | Project Noise Levels (dBA CNEL) | Complies? |
|---|---|---|---|---|
| 1 | Tahoe Keys Area Plan 102 | 55 | 42 | Yes |
| 2 | Tahoe Keys Area Plan 102 | 55 | 40 | Yes |
| 3 | Tahoe Keys Area Plan 102 | 55 | 45 | Yes |
| 4 | Tahoe Keys Area Plan 102 | 55 | 46 | Yes |
| 5 | Tahoe Keys Area Plan 102 | 55 | 46 | Yes |
| 6 | Tahoe Keys Area Plan 102 | 55 | 46 | Yes |
| 7 | Tahoe Keys Area Plan 102 | 55 | 44 | Yes |
| 8 | Tahoe Keys Area Plan 102 | 55 | 42 | Yes |
| 9 | Tahoe Keys Area Plan 102 | 55 | 41 | Yes |
| 10 | Tahoe Keys Area Plan 102 | 55 | 40 | Yes |
| 11 | Tahoe Keys Area Plan 102 | 55 | 40 | Yes |

As shown in the table, the project is predicted to expose nearby residences to noise levels up to 46 dBA CNEL. These noise levels are predicted to comply with the TRPA noise level standards.

*Analysis of Significance of Long-Term Project-Related Noise Increases*

The TRPA Code of Ordinances does not establish a significance threshold for increases in stationary noise sources. In the absence of a specific threshold, Saxelby Acoustics utilizes the FICON criteria to assess increases in ambient noise environment. At the nearby residences, the average ambient noise level is predicted to be 47-53 dBA CNEL based upon the ambient noise level survey at sites LT-2 and LT-4. An increase of +5.0 dBA or greater would constitute a significant increase based upon **Table 7**. The resulting sum of ambient noise (47 dBA CNEL) plus project generated noise (46 dBA CNEL) would be 49.5 dBA CNEL. This would represent a maximum noise level increase of 2.5 dBA over ambient, which is less than the +5 dBA increase criterion.

Therefore, this is a ***less-than-significant*** impact, and no mitigation is required.

***Construction Noise***

During the construction phases of the project, noise from construction activities would add to the noise environment in the immediate project vicinity. As indicated in **Table 4,** activities involved in construction would generate maximum noise levels ranging from 76 to 90 dBA $L_{max}$ at a distance of 50 feet. Construction activities would also be temporary in nature and are anticipated to occur during normal daytime working hours. The TRPA Code of Ordinances exempts construction noise from the noise ordinance between the hours of 8:00 a.m. and 6:30 p.m.

Caltrans defines a significant increase due to noise as an increase of 12 dBA over existing ambient noise levels; Saxelby Acoustics used this criterion to evaluate increases due to construction noise associated with the project. As shown in **Table 4**, construction equipment is predicted to generate noise levels of up to 90 dBA $L_{max}$ at 50 feet. Construction noise is evaluated as occurring at the center of the site to represent average noise levels generated over the duration of construction across the project site. The nearest residential uses are located approximately 250 feet to the west as measured from the center of the project site. At this distance, maximum construction noise levels would be up to 76 dBA. Existing maximum noise levels in the vicinity of the sensitive receptors ranged from 70-82 dBA during daytime hours, as measured at sites LT-2 and LT-4. This would result in an increase above existing ambient maximum noise levels of up to 6 dBA, or less. Therefore, project construction would not cause an increase of greater than 12 dBA over existing ambient noise levels.

Noise would also be generated during the construction phase by increased truck traffic on area roadways. A project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from the construction site. This noise increase would be of short duration and would occur during daytime hours.

The project also includes off-site improvements which include trenching for a water line connection along Venice Drive East and on Tahoe Keys Blvd to the intersection with Michel Drive. This would likely include the use of a pavement cutting saw, backhoe, paving equipment, and other miscellaneous equipment within 50 feet of existing noise-sensitive receptors. At this distance, construction noise would also be expected to range between 76 to 90 dBA $L_{max}$. Receptors along this Tahoe Keys Blvd are located within approximately 50 feet of this activity. Therefore, construction noise would be expected to range between 76 to 90 dBA $L_{max}$. Based upon noise measurements collected at site LT-3, existing daytime maximum noise levels were found to range between 68-87 dBA $L_{max}$. Based upon the predicted off-site construction noise levels of up to 76-90 dBA $L_{max}$, project construction is not expected to cause an increase of greater than 12 dBA over existing ambient noise levels.

Although construction activities are temporary in nature and would occur during normal daytime working hours, construction-related noise could result in sleep interference at existing noise-sensitive land uses in the vicinity of the construction if construction activities were to occur outside the normal daytime hours. Therefore, impacts resulting from noise levels temporarily exceeding the threshold of significance due to construction would be considered ***potentially significant***. Mitigation measure 1(a) would reduce construction noise impacts to ***less-than-significant***.

*Mitigation Measures*

*1(a)* TRPA shall establish the following as conditions of approval for any permit that results in the use of construction equipment:

- Construction shall be limited to 8:00 a.m. to 6:30 p.m.
- All construction equipment powered by internal combustion engines shall be properly muffled and maintained.
- Quiet construction equipment, particularly air compressors, are to be selected whenever possible.
- All stationary noise-generating construction equipment such as generators or air compressors are to be located as far as is practical from existing residences. In addition, the project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
- Unnecessary idling of internal combustion engines is prohibited.
- The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.

*Timing/Implementation:* Implemented prior to approval of grading and/or building permits
*Enforcement/Monitoring:* Tahoe Regional Planning Agency

Implementation of mitigation measures 1(a) would help to reduce construction-generated noise levels. With mitigation, this impact would be considered ***less-than-significant***.

***Impact 2: Would the project generate excessive groundborne vibration or groundborne noise levels?***

Construction vibration impacts include human annoyance and building structural damage. Human annoyance occurs when construction vibration rises significantly above the threshold of perception. Building damage can take the form of cosmetic or structural.

The **Table 5** data indicate that construction vibration levels anticipated for the project are less than the 0.2 in/sec threshold at distances of 26 feet. Sensitive receptors which could be impacted by construction related vibrations, especially vibratory compactors/rollers, are located approximately 26 feet, or further, from typical construction activities. At these distances construction vibrations are not predicted to exceed acceptable levels. Additionally, construction activities would be temporary in nature and would likely occur during normal daytime working hours.

This is a **less-than-significant** impact and no mitigation is required.

***Impact 3:*** ***For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?***

There are no airports within two miles of the project vicinity. Therefore, this impact is not applicable to the proposed project. This is a **less-than-significant** impact, and no mitigation is required.

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## Appendix A: Acoustical Terminology

| | |
|---|---|
| **Acoustics** | The science of sound. |
| **Ambient Noise** | The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study. |
| **ASTC** | Apparent Sound Transmission Class. Similar to STC but includes sound from flanking paths and correct for room reverberation. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic. |
| **Attenuation** | The reduction of an acoustic signal. |
| **A-Weighting** | A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response. |
| **Decibel or dB** | Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell. |
| **CNEL** | Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by +5 dBA and nighttime hours weighted by +10 dBA. |
| **DNL** | See definition of Ldn. |
| **IIC** | Impact Insulation Class. An integer-number rating of how well a building floor attenuates impact sounds, such as footsteps. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic. |
| **Frequency** | The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz (Hz). |
| **Ldn** | Day/Night Average Sound Level. Similar to CNEL but with no evening weighting. |
| **Leq** | Equivalent or energy-averaged sound level. |
| **Lmax** | The highest root-mean-square (RMS) sound level measured over a given period of time. |
| **L(n)** | The sound level exceeded a described percentile over a measurement period. For instance, an hourly L50 is the sound level exceeded 50% of the time during the one-hour period. |
| **Loudness** | A subjective term for the sensation of the magnitude of sound. |
| **NIC** | Noise Isolation Class. A rating of the noise reduction between two spaces. Similar to STC but includes sound from flanking paths and no correction for room reverberation. |
| **NNIC** | Normalized Noise Isolation Class. Similar to NIC but includes a correction for room reverberation. |
| **Noise** | Unwanted sound. |
| **NRC** | Noise Reduction Coefficient. NRC is a single-number rating of the sound-absorption of a material equal to the arithmetic mean of the sound-absorption coefficients in the 250, 500, 1000, and 2,000 Hz octave frequency bands rounded to the nearest multiple of 0.05. It is a representation of the amount of sound energy absorbed upon striking a particular surface. An NRC of 0 indicates perfect reflection; an NRC of 1 indicates perfect absorption. |
| **RT60** | The time it takes reverberant sound to decay by 60 dB once the source has been removed. |
| **Sabin** | The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 Sabin. |
| **SEL** | Sound Exposure Level. SEL is a rating, in decibels, of a discrete event, such as an aircraft flyover or train pass by, that compresses the total sound energy into a one-second event. |
| **SPC** | Speech Privacy Class. SPC is a method of rating speech privacy in buildings. It is designed to measure the degree of speech privacy provided by a closed room, indicating the degree to which conversations occurring within are kept private from listeners outside the room. |
| **STC** | Sound Transmission Class. STC is an integer rating of how well a building partition attenuates airborne sound. It is widely used to rate interior partitions, ceilings/floors, doors, windows and exterior wall configurations. The STC rating is typically used to rate the sound transmission of a specific building element when tested in laboratory conditions where flanking paths around the assembly don't exist. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic. |
| **Threshold of Hearing** | The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing. |
| **Threshold of Pain** | Approximately 120 dB above the threshold of hearing. |
| **Impulsive** | Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. |
| **Simple Tone** | Any sound which can be judged as audible as a single pitch or set of single pitches. |

# Appendix B: Contious Ambient Noise Measurement Results

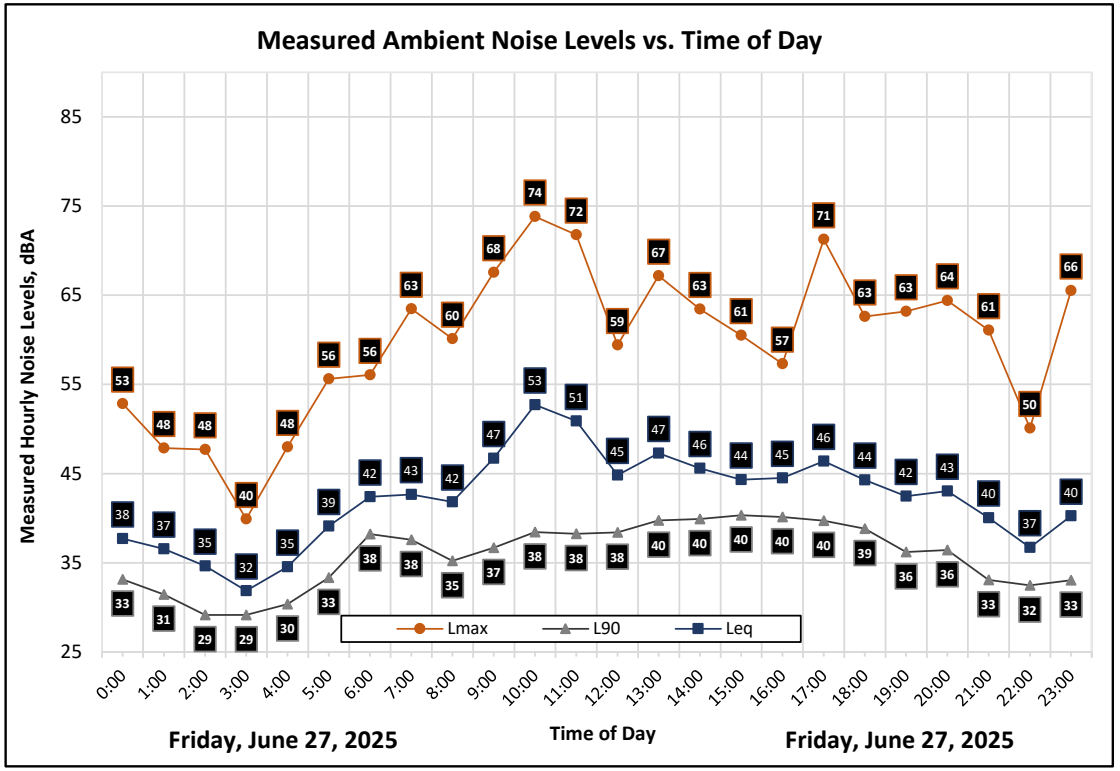


## Appendix B1a: Continuous Noise Monitoring Results

**Site:** LT-1
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Northern Project Boundary
**Coordinates:** (38.936256, -120.0025)
**Meter:** LDL 820-6
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Friday, June 27, 2025 | 0:00 | 38 | 53 | 36 | 33 |
| Friday, June 27, 2025 | 1:00 | 37 | 48 | 34 | 31 |
| Friday, June 27, 2025 | 2:00 | 35 | 48 | 32 | 29 |
| Friday, June 27, 2025 | 3:00 | 32 | 40 | 31 | 29 |
| Friday, June 27, 2025 | 4:00 | 35 | 48 | 33 | 30 |
| Friday, June 27, 2025 | 5:00 | 39 | 56 | 37 | 33 |
| Friday, June 27, 2025 | 6:00 | 42 | 56 | 40 | 38 |
| Friday, June 27, 2025 | 7:00 | 43 | 63 | 40 | 38 |
| Friday, June 27, 2025 | 8:00 | 42 | 60 | 38 | 35 |
| Friday, June 27, 2025 | 9:00 | 47 | 68 | 41 | 37 |
| Friday, June 27, 2025 | 10:00 | 53 | 74 | 43 | 38 |
| Friday, June 27, 2025 | 11:00 | 51 | 72 | 43 | 38 |
| Friday, June 27, 2025 | 12:00 | 45 | 59 | 42 | 38 |
| Friday, June 27, 2025 | 13:00 | 47 | 67 | 42 | 40 |
| Friday, June 27, 2025 | 14:00 | 46 | 63 | 42 | 40 |
| Friday, June 27, 2025 | 15:00 | 44 | 61 | 42 | 40 |
| Friday, June 27, 2025 | 16:00 | 45 | 57 | 43 | 40 |
| Friday, June 27, 2025 | 17:00 | 46 | 71 | 43 | 40 |
| Friday, June 27, 2025 | 18:00 | 44 | 63 | 42 | 39 |
| Friday, June 27, 2025 | 19:00 | 42 | 63 | 39 | 36 |
| Friday, June 27, 2025 | 20:00 | 43 | 64 | 39 | 36 |
| Friday, June 27, 2025 | 21:00 | 40 | 61 | 36 | 33 |
| Friday, June 27, 2025 | 22:00 | 37 | 50 | 35 | 32 |
| Friday, June 27, 2025 | 23:00 | 40 | 66 | 36 | 33 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 47 | 64 | 41 | 38 |
| Night Average | 38 | 52 | 35 | 32 |
| Day Low | 40 | 57 | 36 | 33 |
| Day High | 53 | 74 | 43 | 40 |
| Night Low | 32 | 40 | 31 | 29 |
| Night High | 42 | 66 | 40 | 38 |
| Ldn | 47 | Day % | | 92 |
| CNEL | 48 | Night % | | 8 |



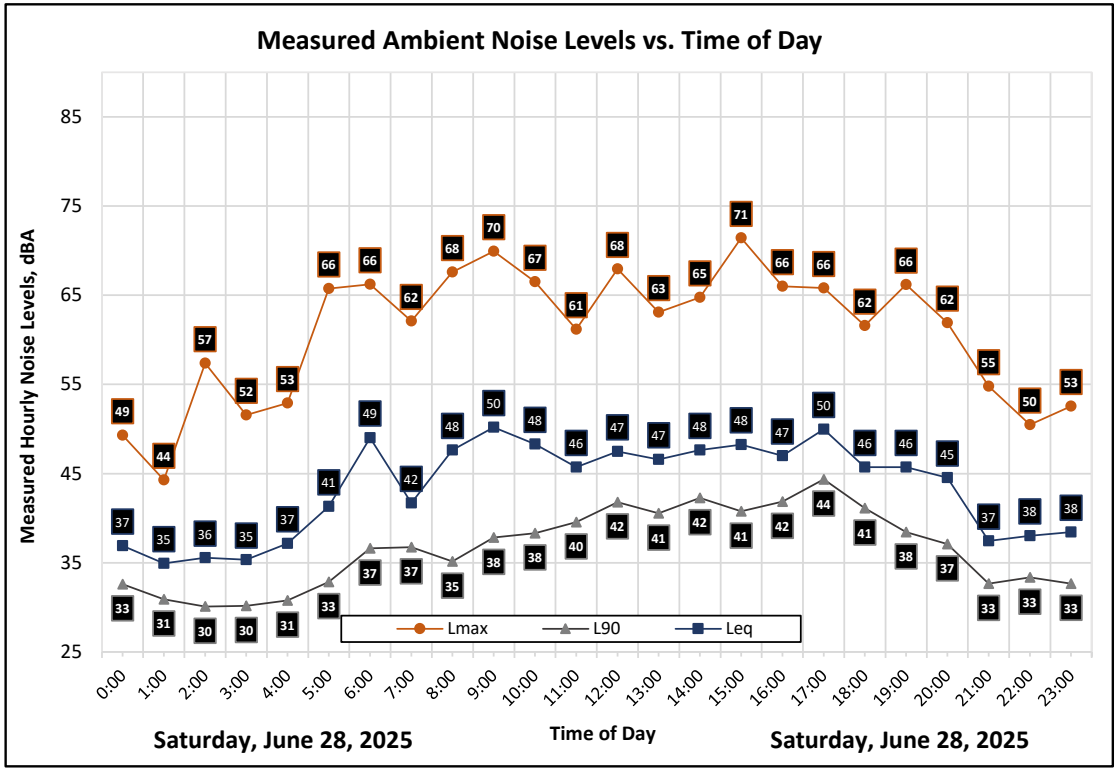



## Appendix B1b: Continuous Noise Monitoring Results

**Site:** LT-1
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Northern Project Boundary
**Coordinates:** (38.936256, -120.0025)
**Meter:** LDL 820-6
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Saturday, June 28, 2025 | 0:00 | 37 | 49 | 36 | 33 |
| Saturday, June 28, 2025 | 1:00 | 35 | 44 | 33 | 31 |
| Saturday, June 28, 2025 | 2:00 | 36 | 57 | 33 | 30 |
| Saturday, June 28, 2025 | 3:00 | 35 | 52 | 33 | 30 |
| Saturday, June 28, 2025 | 4:00 | 37 | 53 | 34 | 31 |
| Saturday, June 28, 2025 | 5:00 | 41 | 66 | 38 | 33 |
| Saturday, June 28, 2025 | 6:00 | 49 | 66 | 41 | 37 |
| Saturday, June 28, 2025 | 7:00 | 42 | 62 | 39 | 37 |
| Saturday, June 28, 2025 | 8:00 | 48 | 68 | 39 | 35 |
| Saturday, June 28, 2025 | 9:00 | 50 | 70 | 42 | 38 |
| Saturday, June 28, 2025 | 10:00 | 48 | 67 | 43 | 38 |
| Saturday, June 28, 2025 | 11:00 | 46 | 61 | 43 | 40 |
| Saturday, June 28, 2025 | 12:00 | 47 | 68 | 44 | 42 |
| Saturday, June 28, 2025 | 13:00 | 47 | 63 | 44 | 41 |
| Saturday, June 28, 2025 | 14:00 | 48 | 65 | 45 | 42 |
| Saturday, June 28, 2025 | 15:00 | 48 | 71 | 44 | 41 |
| Saturday, June 28, 2025 | 16:00 | 47 | 66 | 44 | 42 |
| Saturday, June 28, 2025 | 17:00 | 50 | 66 | 48 | 44 |
| Saturday, June 28, 2025 | 18:00 | 46 | 62 | 44 | 41 |
| Saturday, June 28, 2025 | 19:00 | 46 | 66 | 42 | 38 |
| Saturday, June 28, 2025 | 20:00 | 45 | 62 | 40 | 37 |
| Saturday, June 28, 2025 | 21:00 | 37 | 55 | 36 | 33 |
| Saturday, June 28, 2025 | 22:00 | 38 | 50 | 37 | 33 |
| Saturday, June 28, 2025 | 23:00 | 38 | 53 | 37 | 33 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 47 | 65 | 43 | 39 |
| Night Average | 41 | 54 | 36 | 32 |
| Day Low | 37 | 55 | 36 | 33 |
| Day High | 50 | 71 | 48 | 44 |
| Night Low | 35 | 44 | 33 | 30 |
| Night High | 49 | 66 | 41 | 37 |
| Ldn | 49 | Day % | | 86 |
| CNEL | 50 | Night % | | 14 |



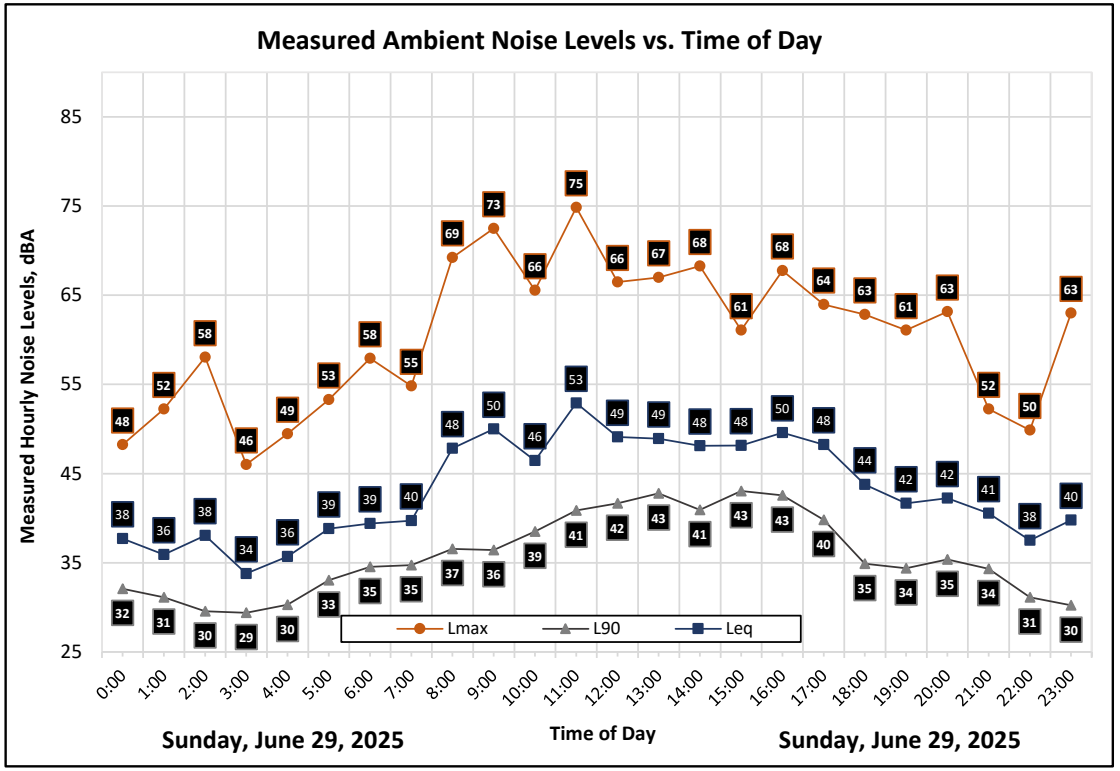



## Appendix B1c: Continuous Noise Monitoring Results

**Site:** LT-1
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Northern Project Boundary
**Coordinates:** (38.936256, -120.0025)
**Meter:** LDL 820-6
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Sunday, June 29, 2025 | 0:00 | 38 | 48 | 36 | 32 |
| Sunday, June 29, 2025 | 1:00 | 36 | 52 | 34 | 31 |
| Sunday, June 29, 2025 | 2:00 | 38 | 58 | 33 | 30 |
| Sunday, June 29, 2025 | 3:00 | 34 | 46 | 32 | 29 |
| Sunday, June 29, 2025 | 4:00 | 36 | 49 | 34 | 30 |
| Sunday, June 29, 2025 | 5:00 | 39 | 53 | 36 | 33 |
| Sunday, June 29, 2025 | 6:00 | 39 | 58 | 37 | 35 |
| Sunday, June 29, 2025 | 7:00 | 40 | 55 | 38 | 35 |
| Sunday, June 29, 2025 | 8:00 | 48 | 69 | 40 | 37 |
| Sunday, June 29, 2025 | 9:00 | 50 | 73 | 40 | 36 |
| Sunday, June 29, 2025 | 10:00 | 46 | 66 | 42 | 39 |
| Sunday, June 29, 2025 | 11:00 | 53 | 75 | 45 | 41 |
| Sunday, June 29, 2025 | 12:00 | 49 | 66 | 44 | 42 |
| Sunday, June 29, 2025 | 13:00 | 49 | 67 | 45 | 43 |
| Sunday, June 29, 2025 | 14:00 | 48 | 68 | 44 | 41 |
| Sunday, June 29, 2025 | 15:00 | 48 | 61 | 45 | 43 |
| Sunday, June 29, 2025 | 16:00 | 50 | 68 | 46 | 43 |
| Sunday, June 29, 2025 | 17:00 | 48 | 64 | 44 | 40 |
| Sunday, June 29, 2025 | 18:00 | 44 | 63 | 41 | 35 |
| Sunday, June 29, 2025 | 19:00 | 42 | 61 | 39 | 34 |
| Sunday, June 29, 2025 | 20:00 | 42 | 63 | 39 | 35 |
| Sunday, June 29, 2025 | 21:00 | 41 | 52 | 39 | 34 |
| Sunday, June 29, 2025 | 22:00 | 38 | 50 | 35 | 31 |
| Sunday, June 29, 2025 | 23:00 | 40 | 63 | 34 | 30 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 48 | 65 | 42 | 38 |
| Night Average | 38 | 53 | 35 | 31 |
| Day Low | 40 | 52 | 38 | 34 |
| Day High | 53 | 75 | 46 | 43 |
| Night Low | 34 | 46 | 32 | 29 |
| Night High | 40 | 63 | 37 | 35 |
| Ldn | 48 | Day % | | 94 |
| CNEL | 48 | Night % | | 6 |



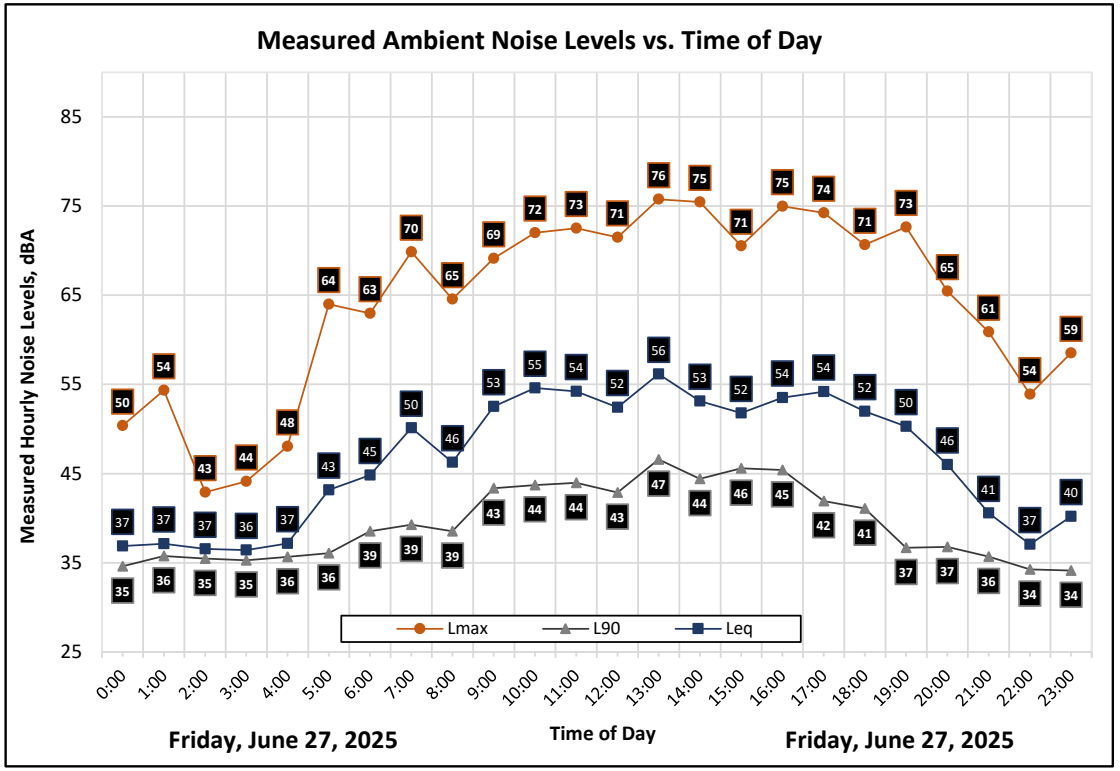



## Appendix B2a: Continuous Noise Monitoring Results

**Site:** LT-2
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Western Project Boundary
**Coordinates:** (38.935036, -120.003236)
**Meter:** LDL 820-8
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Friday, June 27, 2025 | 0:00 | 37 | 50 | 36 | 35 |
| Friday, June 27, 2025 | 1:00 | 37 | 54 | 37 | 36 |
| Friday, June 27, 2025 | 2:00 | 37 | 43 | 36 | 35 |
| Friday, June 27, 2025 | 3:00 | 36 | 44 | 36 | 35 |
| Friday, June 27, 2025 | 4:00 | 37 | 48 | 37 | 36 |
| Friday, June 27, 2025 | 5:00 | 43 | 64 | 39 | 36 |
| Friday, June 27, 2025 | 6:00 | 45 | 63 | 41 | 39 |
| Friday, June 27, 2025 | 7:00 | 50 | 70 | 44 | 39 |
| Friday, June 27, 2025 | 8:00 | 46 | 65 | 42 | 39 |
| Friday, June 27, 2025 | 9:00 | 53 | 69 | 49 | 43 |
| Friday, June 27, 2025 | 10:00 | 55 | 72 | 48 | 44 |
| Friday, June 27, 2025 | 11:00 | 54 | 73 | 50 | 44 |
| Friday, June 27, 2025 | 12:00 | 52 | 71 | 48 | 43 |
| Friday, June 27, 2025 | 13:00 | 56 | 76 | 54 | 47 |
| Friday, June 27, 2025 | 14:00 | 53 | 75 | 50 | 44 |
| Friday, June 27, 2025 | 15:00 | 52 | 71 | 49 | 46 |
| Friday, June 27, 2025 | 16:00 | 54 | 75 | 50 | 45 |
| Friday, June 27, 2025 | 17:00 | 54 | 74 | 47 | 42 |
| Friday, June 27, 2025 | 18:00 | 52 | 71 | 47 | 41 |
| Friday, June 27, 2025 | 19:00 | 50 | 73 | 40 | 37 |
| Friday, June 27, 2025 | 20:00 | 46 | 65 | 42 | 37 |
| Friday, June 27, 2025 | 21:00 | 41 | 61 | 37 | 36 |
| Friday, June 27, 2025 | 22:00 | 37 | 54 | 36 | 34 |
| Friday, June 27, 2025 | 23:00 | 40 | 59 | 36 | 34 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 52 | 71 | 47 | 42 |
| Night Average | 40 | 53 | 37 | 36 |
| Day Low | 41 | 61 | 37 | 36 |
| Day High | 56 | 76 | 54 | 47 |
| Night Low | 36 | 43 | 36 | 34 |
| Night High | 45 | 64 | 41 | 39 |
| Ldn | 52 | Day % | | 97 |
| CNEL | 52 | Night % | | 3 |



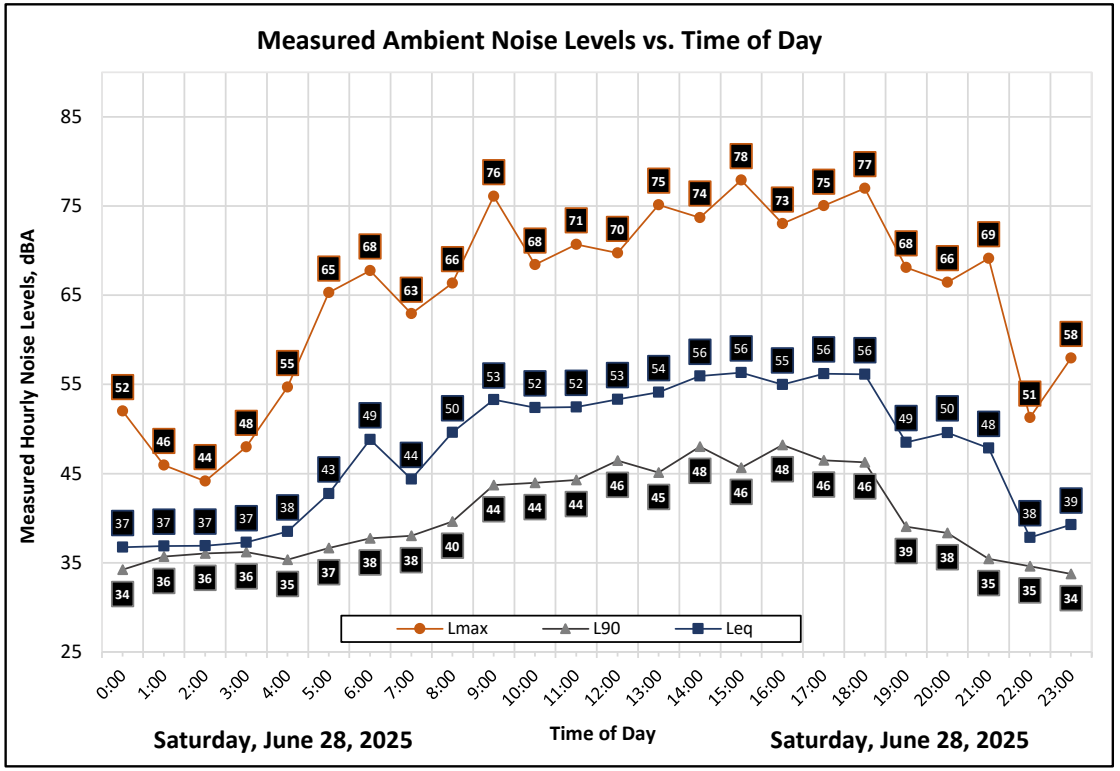



## Appendix B2b: Continuous Noise Monitoring Results

**Site:** LT-2
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Western Project Boundary
**Coordinates:** (38.935036, -120.003236)
**Meter:** LDL 820-8
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Saturday, June 28, 2025 | 0:00 | 37 | 52 | 36 | 34 |
| Saturday, June 28, 2025 | 1:00 | 37 | 46 | 37 | 36 |
| Saturday, June 28, 2025 | 2:00 | 37 | 44 | 37 | 36 |
| Saturday, June 28, 2025 | 3:00 | 37 | 48 | 37 | 36 |
| Saturday, June 28, 2025 | 4:00 | 38 | 55 | 36 | 35 |
| Saturday, June 28, 2025 | 5:00 | 43 | 65 | 39 | 37 |
| Saturday, June 28, 2025 | 6:00 | 49 | 68 | 41 | 38 |
| Saturday, June 28, 2025 | 7:00 | 44 | 63 | 40 | 38 |
| Saturday, June 28, 2025 | 8:00 | 50 | 66 | 44 | 40 |
| Saturday, June 28, 2025 | 9:00 | 53 | 76 | 50 | 44 |
| Saturday, June 28, 2025 | 10:00 | 52 | 68 | 49 | 44 |
| Saturday, June 28, 2025 | 11:00 | 52 | 71 | 49 | 44 |
| Saturday, June 28, 2025 | 12:00 | 53 | 70 | 51 | 46 |
| Saturday, June 28, 2025 | 13:00 | 54 | 75 | 50 | 45 |
| Saturday, June 28, 2025 | 14:00 | 56 | 74 | 53 | 48 |
| Saturday, June 28, 2025 | 15:00 | 56 | 78 | 50 | 46 |
| Saturday, June 28, 2025 | 16:00 | 55 | 73 | 51 | 48 |
| Saturday, June 28, 2025 | 17:00 | 56 | 75 | 50 | 46 |
| Saturday, June 28, 2025 | 18:00 | 56 | 77 | 52 | 46 |
| Saturday, June 28, 2025 | 19:00 | 49 | 68 | 42 | 39 |
| Saturday, June 28, 2025 | 20:00 | 50 | 66 | 42 | 38 |
| Saturday, June 28, 2025 | 21:00 | 48 | 69 | 38 | 35 |
| Saturday, June 28, 2025 | 22:00 | 38 | 51 | 36 | 35 |
| Saturday, June 28, 2025 | 23:00 | 39 | 58 | 36 | 34 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 53 | 71 | 47 | 43 |
| Night Average | 42 | 54 | 37 | 36 |
| Day Low | 44 | 63 | 38 | 35 |
| Day High | 56 | 78 | 53 | 48 |
| Night Low | 37 | 44 | 36 | 34 |
| Night High | 49 | 68 | 41 | 38 |
| Ldn | 53 | Day % | | 96 |
| CNEL | 53 | Night % | | 4 |



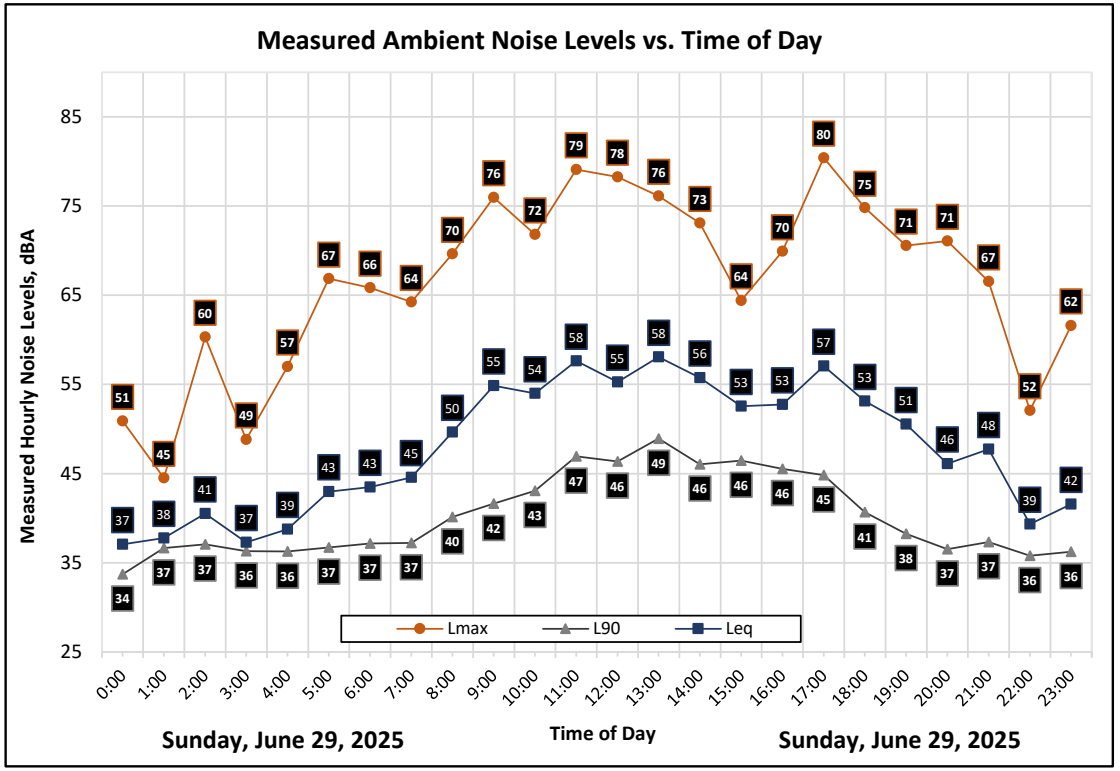



## Appendix B2c: Continuous Noise Monitoring Results

**Site:** LT-2
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Western Project Boundary
**Coordinates:** (38.935036, -120.003236)
**Meter:** LDL 820-8
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Sunday, June 29, 2025 | 0:00 | 37 | 51 | 35 | 34 |
| Sunday, June 29, 2025 | 1:00 | 38 | 45 | 38 | 37 |
| Sunday, June 29, 2025 | 2:00 | 41 | 60 | 38 | 37 |
| Sunday, June 29, 2025 | 3:00 | 37 | 49 | 37 | 36 |
| Sunday, June 29, 2025 | 4:00 | 39 | 57 | 37 | 36 |
| Sunday, June 29, 2025 | 5:00 | 43 | 67 | 38 | 37 |
| Sunday, June 29, 2025 | 6:00 | 43 | 66 | 39 | 37 |
| Sunday, June 29, 2025 | 7:00 | 45 | 64 | 39 | 37 |
| Sunday, June 29, 2025 | 8:00 | 50 | 70 | 44 | 40 |
| Sunday, June 29, 2025 | 9:00 | 55 | 76 | 48 | 42 |
| Sunday, June 29, 2025 | 10:00 | 54 | 72 | 49 | 43 |
| Sunday, June 29, 2025 | 11:00 | 58 | 79 | 51 | 47 |
| Sunday, June 29, 2025 | 12:00 | 55 | 78 | 52 | 46 |
| Sunday, June 29, 2025 | 13:00 | 58 | 76 | 54 | 49 |
| Sunday, June 29, 2025 | 14:00 | 56 | 73 | 54 | 46 |
| Sunday, June 29, 2025 | 15:00 | 53 | 64 | 50 | 46 |
| Sunday, June 29, 2025 | 16:00 | 53 | 70 | 50 | 46 |
| Sunday, June 29, 2025 | 17:00 | 57 | 80 | 51 | 45 |
| Sunday, June 29, 2025 | 18:00 | 53 | 75 | 48 | 41 |
| Sunday, June 29, 2025 | 19:00 | 51 | 71 | 44 | 38 |
| Sunday, June 29, 2025 | 20:00 | 46 | 71 | 40 | 37 |
| Sunday, June 29, 2025 | 21:00 | 48 | 67 | 41 | 37 |
| Sunday, June 29, 2025 | 22:00 | 39 | 52 | 37 | 36 |
| Sunday, June 29, 2025 | 23:00 | 42 | 62 | 37 | 36 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 54 | 72 | 48 | 43 |
| Night Average | 40 | 56 | 37 | 36 |
| Day Low | 45 | 64 | 39 | 37 |
| Day High | 58 | 80 | 54 | 49 |
| Night Low | 37 | 45 | 35 | 34 |
| Night High | 43 | 67 | 39 | 37 |
| Ldn | 53 | Day % | | 97 |
| CNEL | 53 | Night % | | 3 |



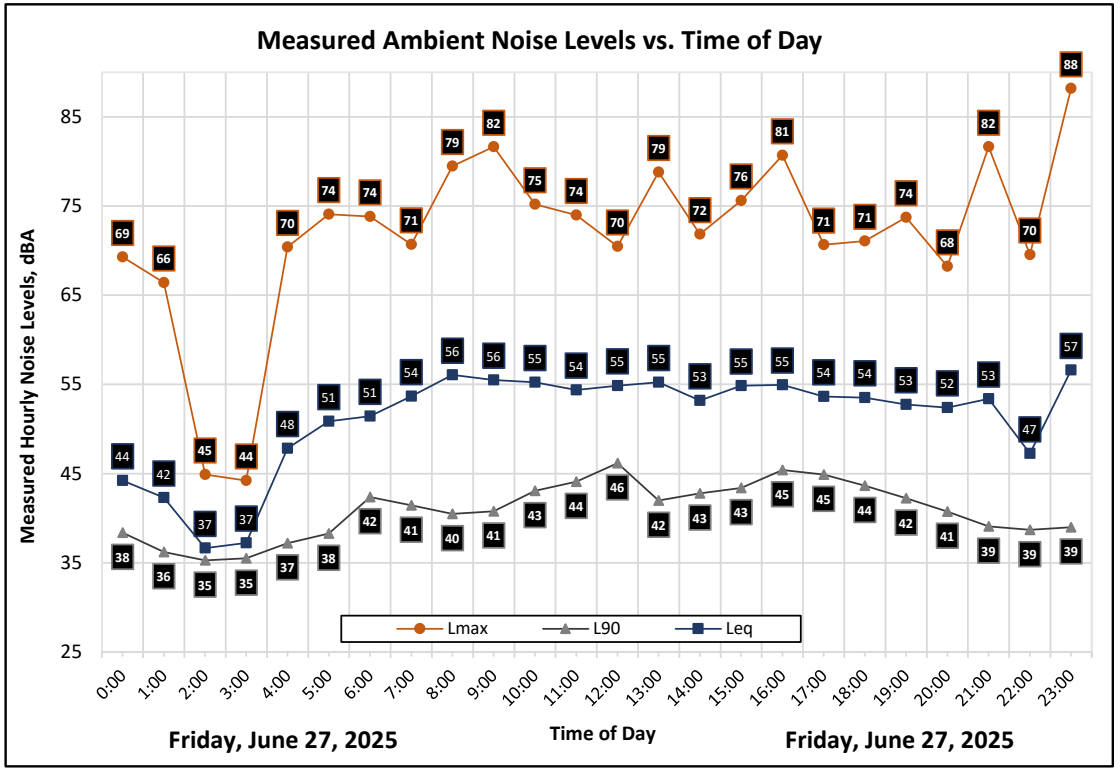


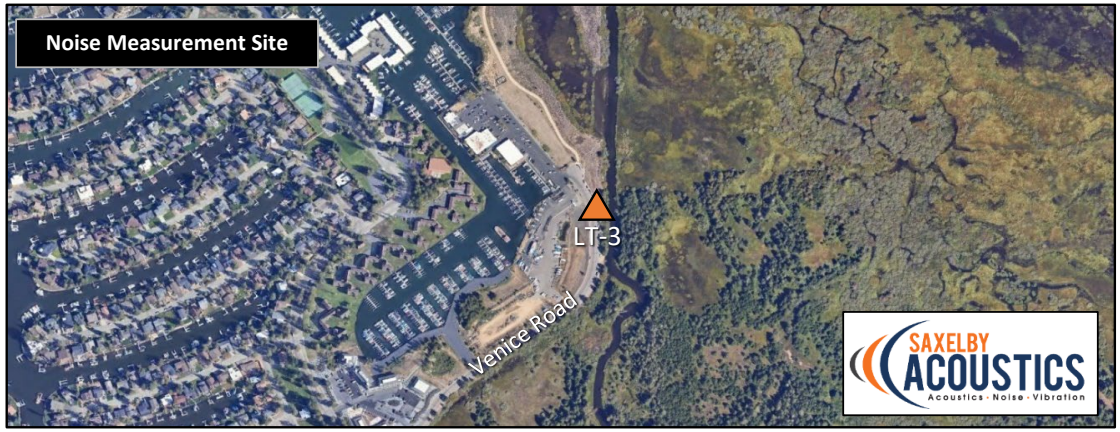

## Appendix B3a: Continuous Noise Monitoring Results

**Site:** LT-3
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Eastern Project Boundary
**Coordinates:** (38.933275, -120.000428)
**Meter:** LDL 820-5
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Friday, June 27, 2025 | 0:00 | 44 | 69 | 40 | 38 |
| Friday, June 27, 2025 | 1:00 | 42 | 66 | 37 | 36 |
| Friday, June 27, 2025 | 2:00 | 37 | 45 | 36 | 35 |
| Friday, June 27, 2025 | 3:00 | 37 | 44 | 37 | 35 |
| Friday, June 27, 2025 | 4:00 | 48 | 70 | 38 | 37 |
| Friday, June 27, 2025 | 5:00 | 51 | 74 | 40 | 38 |
| Friday, June 27, 2025 | 6:00 | 51 | 74 | 45 | 42 |
| Friday, June 27, 2025 | 7:00 | 54 | 71 | 45 | 41 |
| Friday, June 27, 2025 | 8:00 | 56 | 79 | 46 | 40 |
| Friday, June 27, 2025 | 9:00 | 56 | 82 | 46 | 41 |
| Friday, June 27, 2025 | 10:00 | 55 | 75 | 49 | 43 |
| Friday, June 27, 2025 | 11:00 | 54 | 74 | 47 | 44 |
| Friday, June 27, 2025 | 12:00 | 55 | 70 | 50 | 46 |
| Friday, June 27, 2025 | 13:00 | 55 | 79 | 47 | 42 |
| Friday, June 27, 2025 | 14:00 | 53 | 72 | 47 | 43 |
| Friday, June 27, 2025 | 15:00 | 55 | 76 | 47 | 43 |
| Friday, June 27, 2025 | 16:00 | 55 | 81 | 49 | 45 |
| Friday, June 27, 2025 | 17:00 | 54 | 71 | 49 | 45 |
| Friday, June 27, 2025 | 18:00 | 54 | 71 | 47 | 44 |
| Friday, June 27, 2025 | 19:00 | 53 | 74 | 45 | 42 |
| Friday, June 27, 2025 | 20:00 | 52 | 68 | 45 | 41 |
| Friday, June 27, 2025 | 21:00 | 53 | 82 | 41 | 39 |
| Friday, June 27, 2025 | 22:00 | 47 | 70 | 41 | 39 |
| Friday, June 27, 2025 | 23:00 | 57 | 88 | 41 | 39 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 54 | 75 | 47 | 43 |
| Night Average | 50 | 67 | 40 | 38 |
| Day Low | 52 | 68 | 41 | 39 |
| Day High | 56 | 82 | 50 | 46 |
| Night Low | 37 | 44 | 36 | 35 |
| Night High | 57 | 88 | 45 | 42 |
| Ldn | 57 | Day % | | 82 |
| CNEL | 58 | Night % | | 18 |



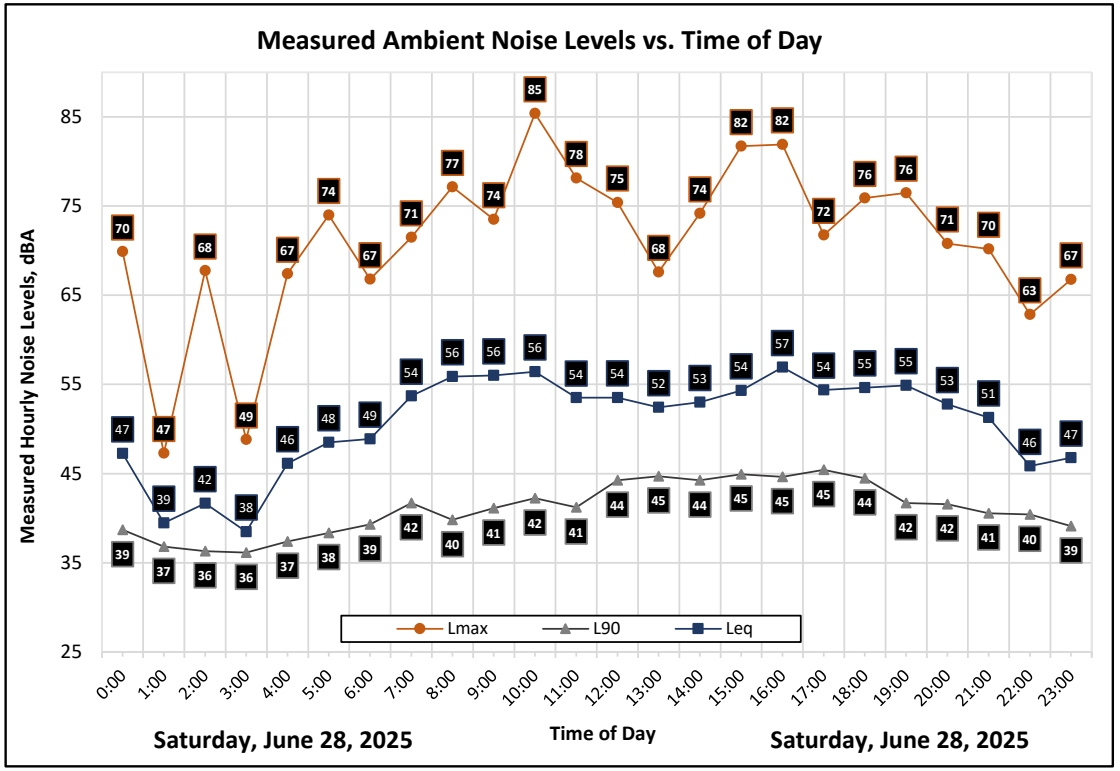



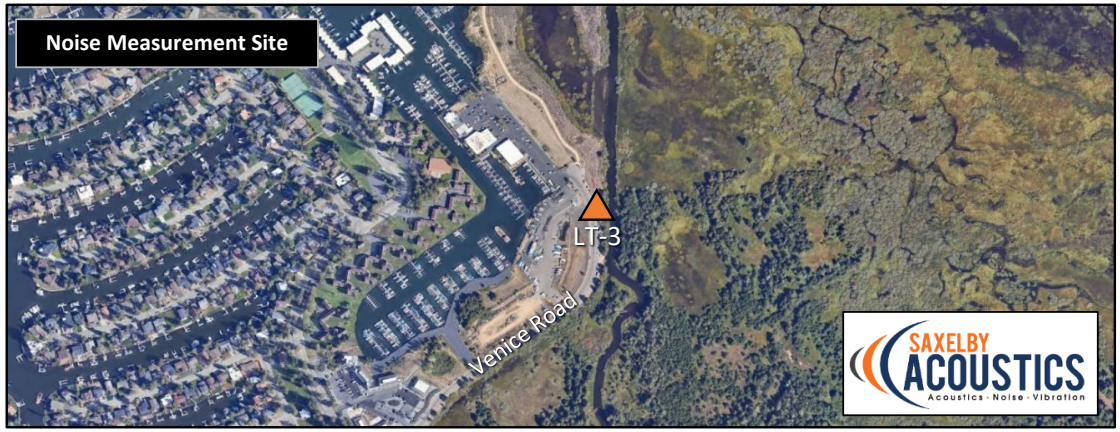
## Appendix B3b: Continuous Noise Monitoring Results

**Site:** LT-3
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Eastern Project Boundary
**Coordinates:** (38.933275, -120.000428)
**Meter:** LDL 820-5
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Saturday, June 28, 2025 | 0:00 | 47 | 70 | 41 | 39 |
| Saturday, June 28, 2025 | 1:00 | 39 | 47 | 38 | 37 |
| Saturday, June 28, 2025 | 2:00 | 42 | 68 | 38 | 36 |
| Saturday, June 28, 2025 | 3:00 | 38 | 49 | 37 | 36 |
| Saturday, June 28, 2025 | 4:00 | 46 | 67 | 39 | 37 |
| Saturday, June 28, 2025 | 5:00 | 48 | 74 | 40 | 38 |
| Saturday, June 28, 2025 | 6:00 | 49 | 67 | 42 | 39 |
| Saturday, June 28, 2025 | 7:00 | 54 | 71 | 47 | 42 |
| Saturday, June 28, 2025 | 8:00 | 56 | 77 | 45 | 40 |
| Saturday, June 28, 2025 | 9:00 | 56 | 74 | 47 | 41 |
| Saturday, June 28, 2025 | 10:00 | 56 | 85 | 49 | 42 |
| Saturday, June 28, 2025 | 11:00 | 54 | 78 | 46 | 41 |
| Saturday, June 28, 2025 | 12:00 | 54 | 75 | 49 | 44 |
| Saturday, June 28, 2025 | 13:00 | 52 | 68 | 48 | 45 |
| Saturday, June 28, 2025 | 14:00 | 53 | 74 | 48 | 44 |
| Saturday, June 28, 2025 | 15:00 | 54 | 82 | 48 | 45 |
| Saturday, June 28, 2025 | 16:00 | 57 | 82 | 48 | 45 |
| Saturday, June 28, 2025 | 17:00 | 54 | 72 | 50 | 45 |
| Saturday, June 28, 2025 | 18:00 | 55 | 76 | 48 | 44 |
| Saturday, June 28, 2025 | 19:00 | 55 | 76 | 46 | 42 |
| Saturday, June 28, 2025 | 20:00 | 53 | 71 | 45 | 42 |
| Saturday, June 28, 2025 | 21:00 | 51 | 70 | 43 | 41 |
| Saturday, June 28, 2025 | 22:00 | 46 | 63 | 43 | 40 |
| Saturday, June 28, 2025 | 23:00 | 47 | 67 | 41 | 39 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 55 | 75 | 47 | 43 |
| Night Average | 46 | 64 | 40 | 38 |
| Day Low | 51 | 68 | 43 | 40 |
| Day High | 57 | 85 | 50 | 45 |
| Night Low | 38 | 47 | 37 | 36 |
| Night High | 49 | 74 | 43 | 40 |
| Ldn | 55 | Day % | | 92 |
| CNEL | 56 | Night % | | 8 |



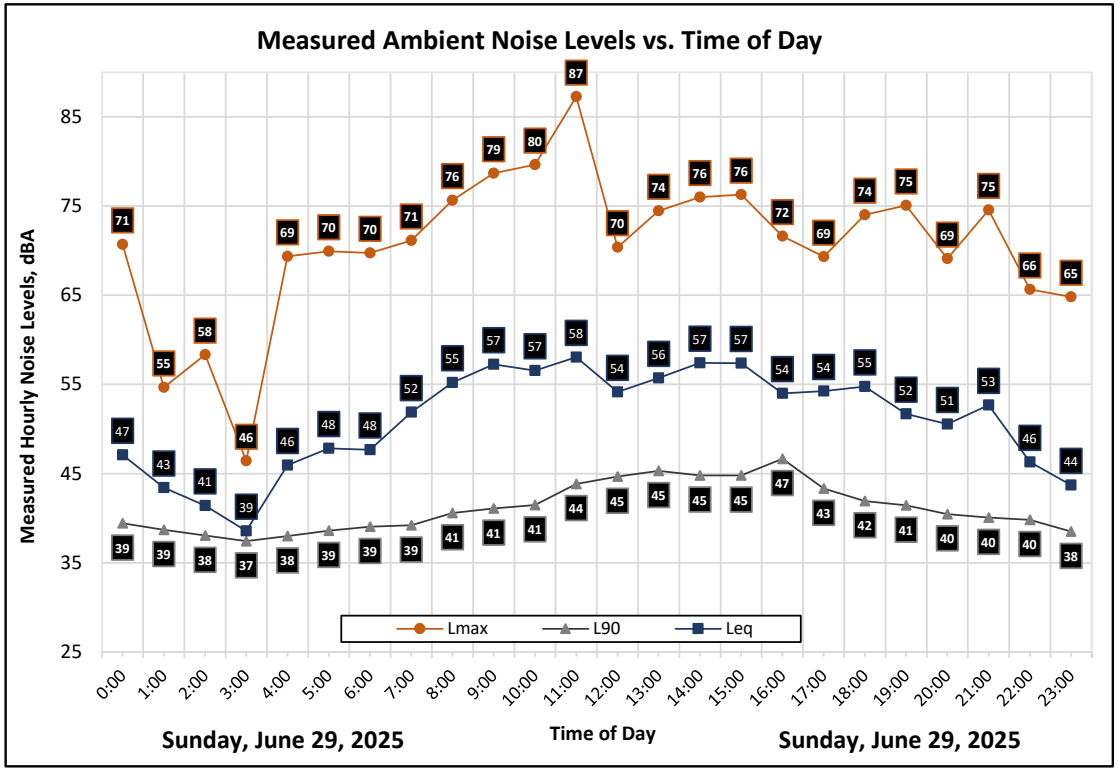



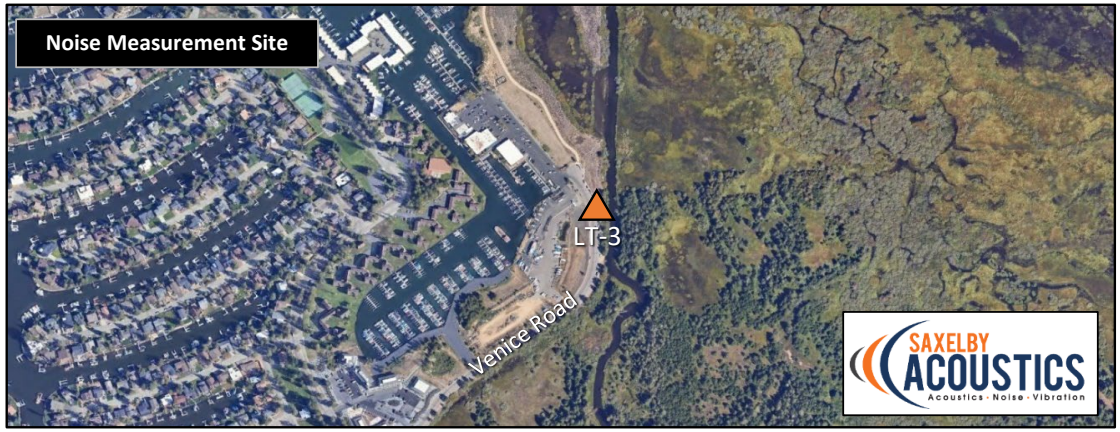
## Appendix B3c: Continuous Noise Monitoring Results

**Site:** LT-3
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Eastern Project Boundary
**Coordinates:** (38.933275, -120.000428)
**Meter:** LDL 820-5
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Sunday, June 29, 2025 | 0:00 | 47 | 71 | 43 | 39 |
| Sunday, June 29, 2025 | 1:00 | 43 | 55 | 43 | 39 |
| Sunday, June 29, 2025 | 2:00 | 41 | 58 | 39 | 38 |
| Sunday, June 29, 2025 | 3:00 | 39 | 46 | 38 | 37 |
| Sunday, June 29, 2025 | 4:00 | 46 | 69 | 39 | 38 |
| Sunday, June 29, 2025 | 5:00 | 48 | 70 | 40 | 39 |
| Sunday, June 29, 2025 | 6:00 | 48 | 70 | 41 | 39 |
| Sunday, June 29, 2025 | 7:00 | 52 | 71 | 41 | 39 |
| Sunday, June 29, 2025 | 8:00 | 55 | 76 | 45 | 41 |
| Sunday, June 29, 2025 | 9:00 | 57 | 79 | 47 | 41 |
| Sunday, June 29, 2025 | 10:00 | 57 | 80 | 46 | 41 |
| Sunday, June 29, 2025 | 11:00 | 58 | 87 | 50 | 44 |
| Sunday, June 29, 2025 | 12:00 | 54 | 70 | 49 | 45 |
| Sunday, June 29, 2025 | 13:00 | 56 | 74 | 50 | 45 |
| Sunday, June 29, 2025 | 14:00 | 57 | 76 | 49 | 45 |
| Sunday, June 29, 2025 | 15:00 | 57 | 76 | 49 | 45 |
| Sunday, June 29, 2025 | 16:00 | 54 | 72 | 49 | 47 |
| Sunday, June 29, 2025 | 17:00 | 54 | 69 | 48 | 43 |
| Sunday, June 29, 2025 | 18:00 | 55 | 74 | 47 | 42 |
| Sunday, June 29, 2025 | 19:00 | 52 | 75 | 45 | 41 |
| Sunday, June 29, 2025 | 20:00 | 51 | 69 | 44 | 40 |
| Sunday, June 29, 2025 | 21:00 | 53 | 75 | 43 | 40 |
| Sunday, June 29, 2025 | 22:00 | 46 | 66 | 43 | 40 |
| Sunday, June 29, 2025 | 23:00 | 44 | 65 | 40 | 38 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 55 | 75 | 47 | 43 |
| Night Average | 45 | 63 | 41 | 39 |
| Day Low | 51 | 69 | 41 | 39 |
| Day High | 58 | 87 | 50 | 47 |
| Night Low | 39 | 46 | 38 | 37 |
| Night High | 48 | 71 | 43 | 40 |
| Ldn | 55 | Day % | | 94 |
| CNEL | 56 | Night % | | 6 |



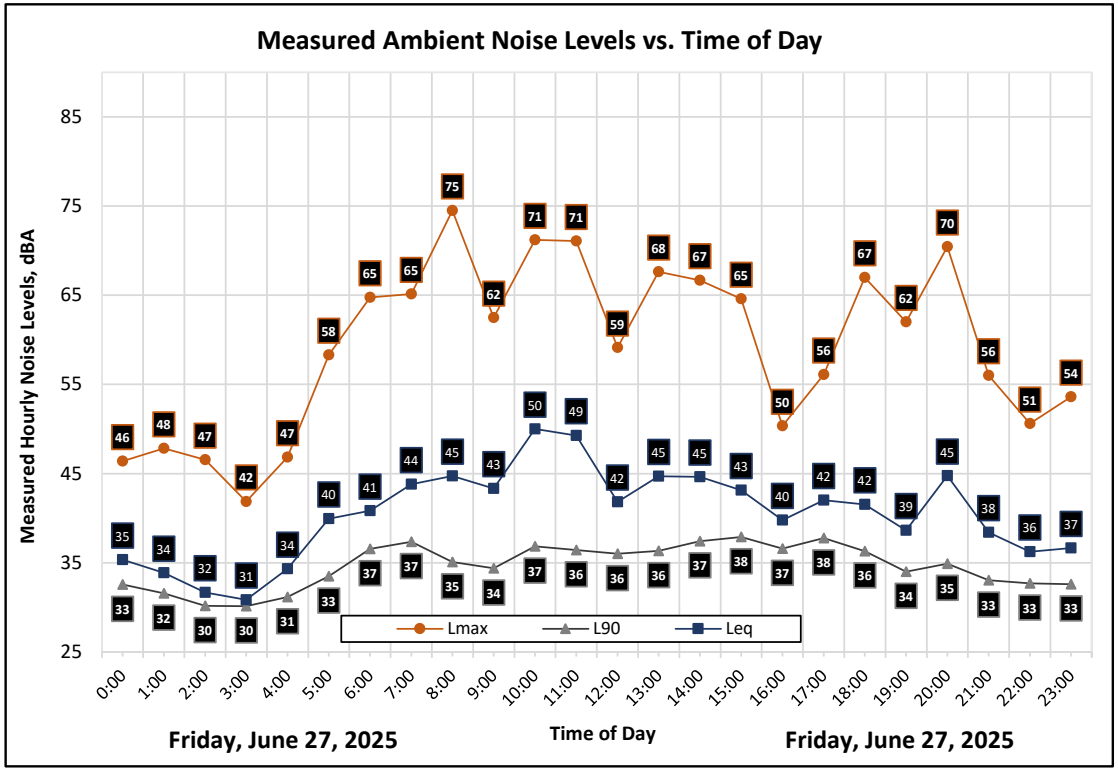



## Appendix B4a: Continuous Noise Monitoring Results

**Site:** LT-4
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Southern Project Boundary
**Coordinates:** (38.932033, -120.002583)
**Meter:** LDL 820-1
**Calibrator:** CAL200

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Friday, June 27, 2025 | 0:00 | 35 | 46 | 35 | 33 |
| Friday, June 27, 2025 | 1:00 | 34 | 48 | 33 | 32 |
| Friday, June 27, 2025 | 2:00 | 32 | 47 | 31 | 30 |
| Friday, June 27, 2025 | 3:00 | 31 | 42 | 31 | 30 |
| Friday, June 27, 2025 | 4:00 | 34 | 47 | 33 | 31 |
| Friday, June 27, 2025 | 5:00 | 40 | 58 | 36 | 33 |
| Friday, June 27, 2025 | 6:00 | 41 | 65 | 39 | 37 |
| Friday, June 27, 2025 | 7:00 | 44 | 65 | 40 | 37 |
| Friday, June 27, 2025 | 8:00 | 45 | 75 | 39 | 35 |
| Friday, June 27, 2025 | 9:00 | 43 | 62 | 38 | 34 |
| Friday, June 27, 2025 | 10:00 | 50 | 71 | 40 | 37 |
| Friday, June 27, 2025 | 11:00 | 49 | 71 | 41 | 36 |
| Friday, June 27, 2025 | 12:00 | 42 | 59 | 38 | 36 |
| Friday, June 27, 2025 | 13:00 | 45 | 68 | 39 | 36 |
| Friday, June 27, 2025 | 14:00 | 45 | 67 | 40 | 37 |
| Friday, June 27, 2025 | 15:00 | 43 | 65 | 40 | 38 |
| Friday, June 27, 2025 | 16:00 | 40 | 50 | 39 | 37 |
| Friday, June 27, 2025 | 17:00 | 42 | 56 | 40 | 38 |
| Friday, June 27, 2025 | 18:00 | 42 | 67 | 39 | 36 |
| Friday, June 27, 2025 | 19:00 | 39 | 62 | 36 | 34 |
| Friday, June 27, 2025 | 20:00 | 45 | 70 | 38 | 35 |
| Friday, June 27, 2025 | 21:00 | 38 | 56 | 35 | 33 |
| Friday, June 27, 2025 | 22:00 | 36 | 51 | 34 | 33 |
| Friday, June 27, 2025 | 23:00 | 37 | 54 | 35 | 33 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 45 | 64 | 39 | 36 |
| Night Average | 37 | 51 | 34 | 32 |
| Day Low | 38 | 50 | 35 | 33 |
| Day High | 50 | 75 | 41 | 38 |
| Night Low | 31 | 42 | 31 | 30 |
| Night High | 41 | 65 | 39 | 37 |
| Ldn | 46 | Day % | | 91 |
| CNEL | 46 | Night % | | 9 |



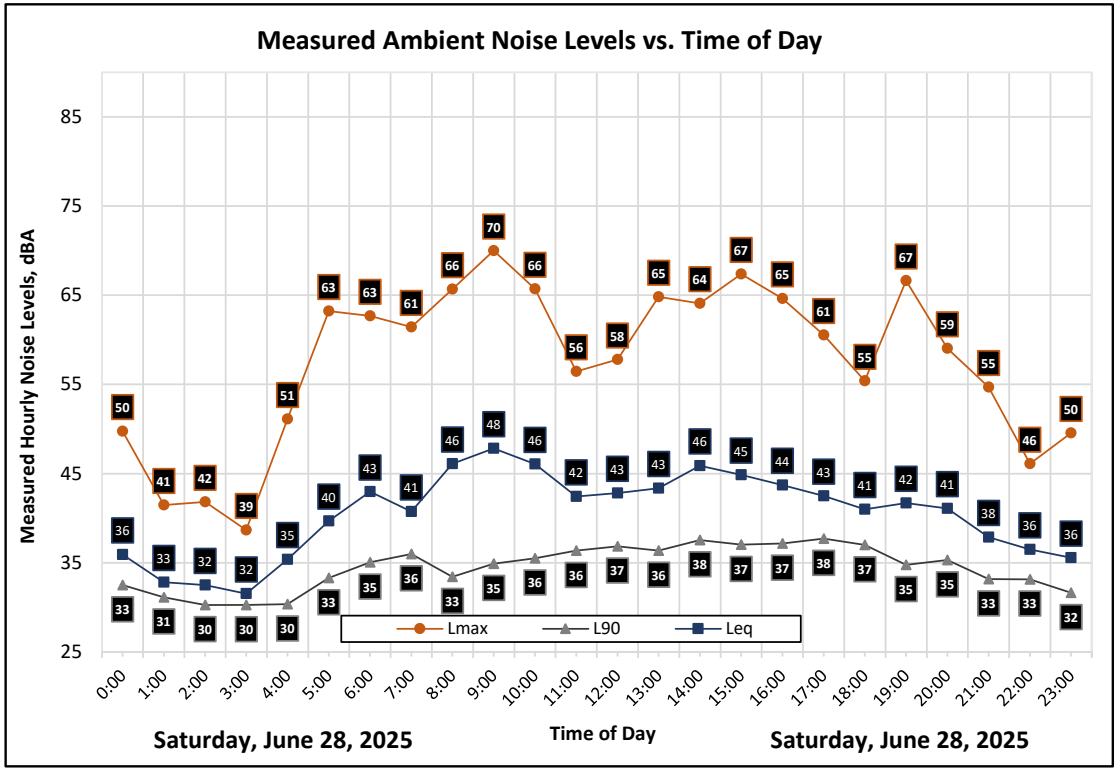



## Appendix B4b: Continuous Noise Monitoring Results

**Site:** LT-4
**Project:** Tahoe Keys Marina TRPA CEQA
**Meter:** LDL 820-1
**Location:** Southern Project Boundary
**Calibrator:** CAL200
**Coordinates:** (38.932033, -120.002583)

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Saturday, June 28, 2025 | 0:00 | 36 | 50 | 34 | 33 |
| Saturday, June 28, 2025 | 1:00 | 33 | 41 | 32 | 31 |
| Saturday, June 28, 2025 | 2:00 | 32 | 42 | 31 | 30 |
| Saturday, June 28, 2025 | 3:00 | 32 | 39 | 31 | 30 |
| Saturday, June 28, 2025 | 4:00 | 35 | 51 | 33 | 30 |
| Saturday, June 28, 2025 | 5:00 | 40 | 63 | 36 | 33 |
| Saturday, June 28, 2025 | 6:00 | 43 | 63 | 38 | 35 |
| Saturday, June 28, 2025 | 7:00 | 41 | 61 | 38 | 36 |
| Saturday, June 28, 2025 | 8:00 | 46 | 66 | 37 | 33 |
| Saturday, June 28, 2025 | 9:00 | 48 | 70 | 39 | 35 |
| Saturday, June 28, 2025 | 10:00 | 46 | 66 | 40 | 36 |
| Saturday, June 28, 2025 | 11:00 | 42 | 56 | 39 | 36 |
| Saturday, June 28, 2025 | 12:00 | 43 | 58 | 39 | 37 |
| Saturday, June 28, 2025 | 13:00 | 43 | 65 | 39 | 36 |
| Saturday, June 28, 2025 | 14:00 | 46 | 64 | 40 | 38 |
| Saturday, June 28, 2025 | 15:00 | 45 | 67 | 40 | 37 |
| Saturday, June 28, 2025 | 16:00 | 44 | 65 | 39 | 37 |
| Saturday, June 28, 2025 | 17:00 | 43 | 61 | 40 | 38 |
| Saturday, June 28, 2025 | 18:00 | 41 | 55 | 39 | 37 |
| Saturday, June 28, 2025 | 19:00 | 42 | 67 | 37 | 35 |
| Saturday, June 28, 2025 | 20:00 | 41 | 59 | 38 | 35 |
| Saturday, June 28, 2025 | 21:00 | 38 | 55 | 36 | 33 |
| Saturday, June 28, 2025 | 22:00 | 36 | 46 | 35 | 33 |
| Saturday, June 28, 2025 | 23:00 | 36 | 50 | 34 | 32 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 44 | 62 | 39 | 36 |
| Night Average | 37 | 49 | 34 | 32 |
| Day Low | 38 | 55 | 36 | 33 |
| Day High | 48 | 70 | 40 | 38 |
| Night Low | 32 | 39 | 31 | 30 |
| Night High | 43 | 63 | 38 | 35 |
| Ldn | 46 | Day % | | 88 |
| CNEL | 46 | Night % | | 12 |



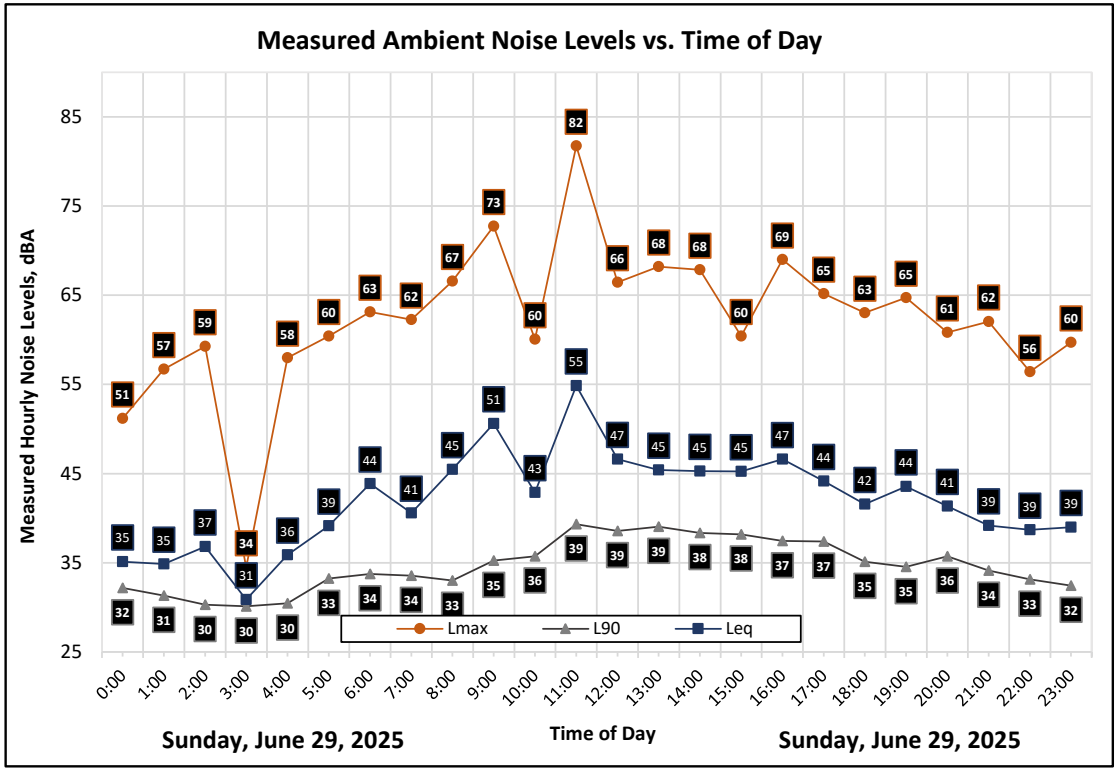



## Appendix B4c: Continuous Noise Monitoring Results

**Site:** LT-4
**Project:** Tahoe Keys Marina TRPA CEQA
**Meter:** LDL 820-1
**Location:** Southern Project Boundary
**Calibrator:** CAL200
**Coordinates:** (38.932033, -120.002583)

| Date | Time | Measured Level, dBA | | | |
|---|---|---|---|---|---|
| | | $L_{eq}$ | $L_{max}$ | $L_{50}$ | $L_{90}$ |
| Sunday, June 29, 2025 | 0:00 | 35 | 51 | 34 | 32 |
| Sunday, June 29, 2025 | 1:00 | 35 | 57 | 33 | 31 |
| Sunday, June 29, 2025 | 2:00 | 37 | 59 | 31 | 30 |
| Sunday, June 29, 2025 | 3:00 | 31 | 34 | 31 | 30 |
| Sunday, June 29, 2025 | 4:00 | 36 | 58 | 32 | 30 |
| Sunday, June 29, 2025 | 5:00 | 39 | 60 | 36 | 33 |
| Sunday, June 29, 2025 | 6:00 | 44 | 63 | 37 | 34 |
| Sunday, June 29, 2025 | 7:00 | 41 | 62 | 36 | 34 |
| Sunday, June 29, 2025 | 8:00 | 45 | 67 | 37 | 33 |
| Sunday, June 29, 2025 | 9:00 | 51 | 73 | 40 | 35 |
| Sunday, June 29, 2025 | 10:00 | 43 | 60 | 38 | 36 |
| Sunday, June 29, 2025 | 11:00 | 55 | 82 | 44 | 39 |
| Sunday, June 29, 2025 | 12:00 | 47 | 66 | 41 | 39 |
| Sunday, June 29, 2025 | 13:00 | 45 | 68 | 42 | 39 |
| Sunday, June 29, 2025 | 14:00 | 45 | 68 | 41 | 38 |
| Sunday, June 29, 2025 | 15:00 | 45 | 60 | 41 | 38 |
| Sunday, June 29, 2025 | 16:00 | 47 | 69 | 40 | 37 |
| Sunday, June 29, 2025 | 17:00 | 44 | 65 | 40 | 37 |
| Sunday, June 29, 2025 | 18:00 | 42 | 63 | 38 | 35 |
| Sunday, June 29, 2025 | 19:00 | 44 | 65 | 37 | 35 |
| Sunday, June 29, 2025 | 20:00 | 41 | 61 | 39 | 36 |
| Sunday, June 29, 2025 | 21:00 | 39 | 62 | 36 | 34 |
| Sunday, June 29, 2025 | 22:00 | 39 | 56 | 35 | 33 |
| Sunday, June 29, 2025 | 23:00 | 39 | 60 | 34 | 32 |

| Statistics | Leq | Lmax | L50 | L90 |
|---|---|---|---|---|
| Day Average | 47 | 66 | 39 | 36 |
| Night Average | 39 | 55 | 34 | 32 |
| Day Low | 39 | 60 | 36 | 33 |
| Day High | 55 | 82 | 44 | 39 |
| Night Low | 31 | 34 | 31 | 30 |
| Night High | 44 | 63 | 37 | 34 |
| Ldn | 48 | Day % | | 92 |
| CNEL | 48 | Night % | | 8 |






# Appendix B: Short-Term Ambient Noise Measurement Results



## Appendix B5 : Short Term Noise Monitoring Results

**Site:** ST-1
**Project:** Tahoe Keys Marina TRPA CEQA
**Meter:** LDL 831-2
**Location:** Northeastern Boundary of Project Site
**Calibrator:** CAL200
**Coordinates:** (38.935658, -120.002378)

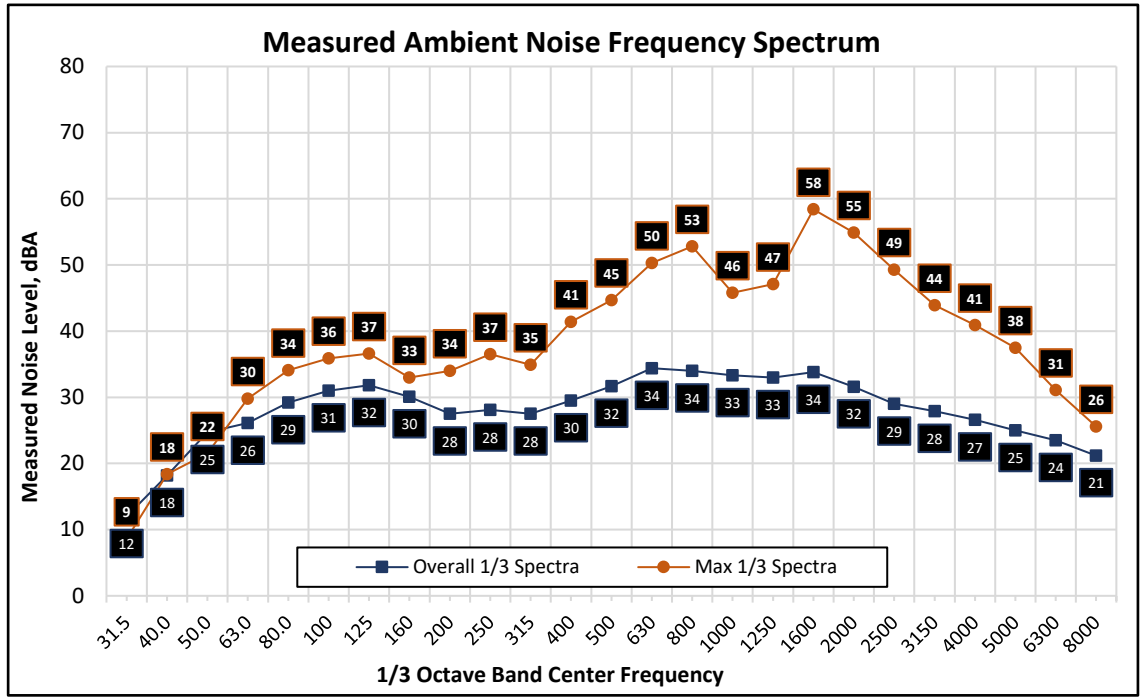
**Start:** 2025-06-26 13:25:11
**Stop:** 2025-06-26 13:35:11
**SLM:** Model 831
**Serial:** 3141

### Measurement Results, dBA

| | |
|---|---|
| **Duration:** | 0:10 |
| **$L_{eq}$:** | 44 |
| **$L_{max}$:** | 62 |
| **$L_{min}$:** | 39 |
| **$L_{50}$:** | 43 |
| **$L_{90}$:** | 40 |

### Notes

Primary noise source was an idling boat. Secondary noise sources include trucks circulating the project site, people walking on the nearby trail, and a leaf blower.






## Appendix B6 : Short Term Noise Monitoring Results

**Site:** ST-2
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Center of Project Site
**Coordinates:** (38.934119, -120.001442)
**Meter:** LDL 831-2
**Calibrator:** CAL200

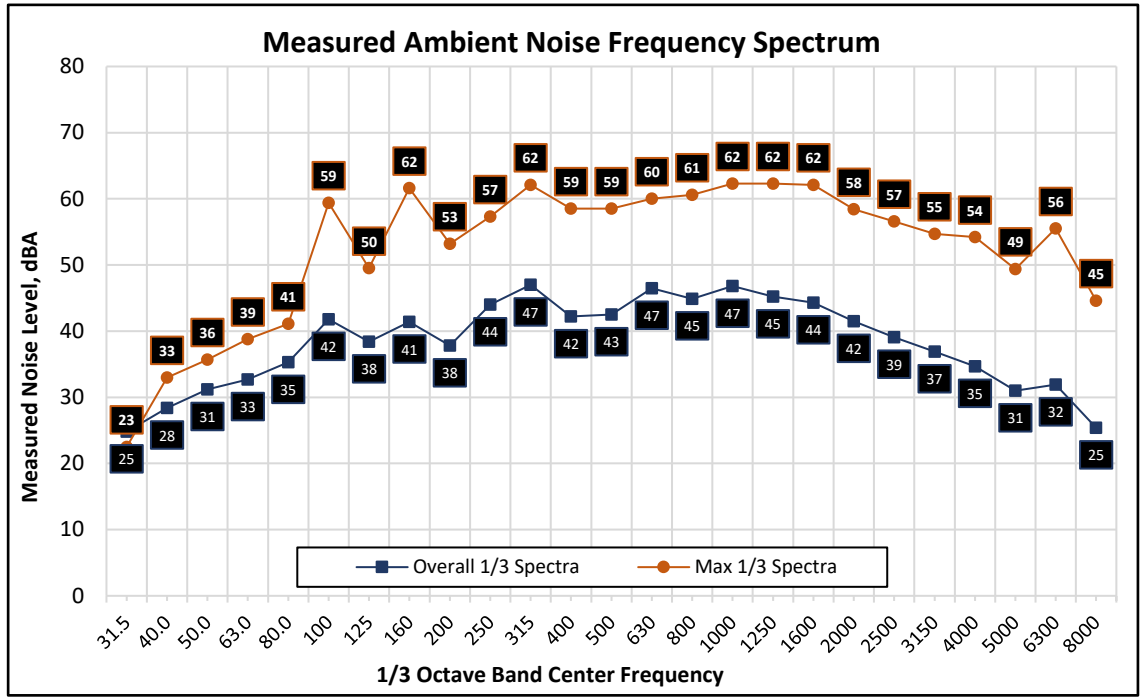
**Start:** 2025-06-26 14:02:17
**Stop:** 2025-06-26 14:12:17
**SLM:** Model 831
**Serial:** 3141

### Measurement Results, dBA

| | |
|---|---|
| **Duration:** | 0:10 |
| **$L_{eq}$:** | 56 |
| **$L_{max}$:** | 71 |
| **$L_{min}$:** | 42 |
| **$L_{50}$:** | 55 |
| **$L_{90}$:** | 47 |

### Notes

Primary noise source was an idling boat. Secondary noise sources include trucks/cars circulating the project site.






## Appendix B7 : Short Term Noise Monitoring Results

**Site:** ST-3
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Western Boundary of Project Site
**Coordinates:** (38.934869, -120.003092)
**Meter:** LDL 831-2
**Calibrator:** CAL200

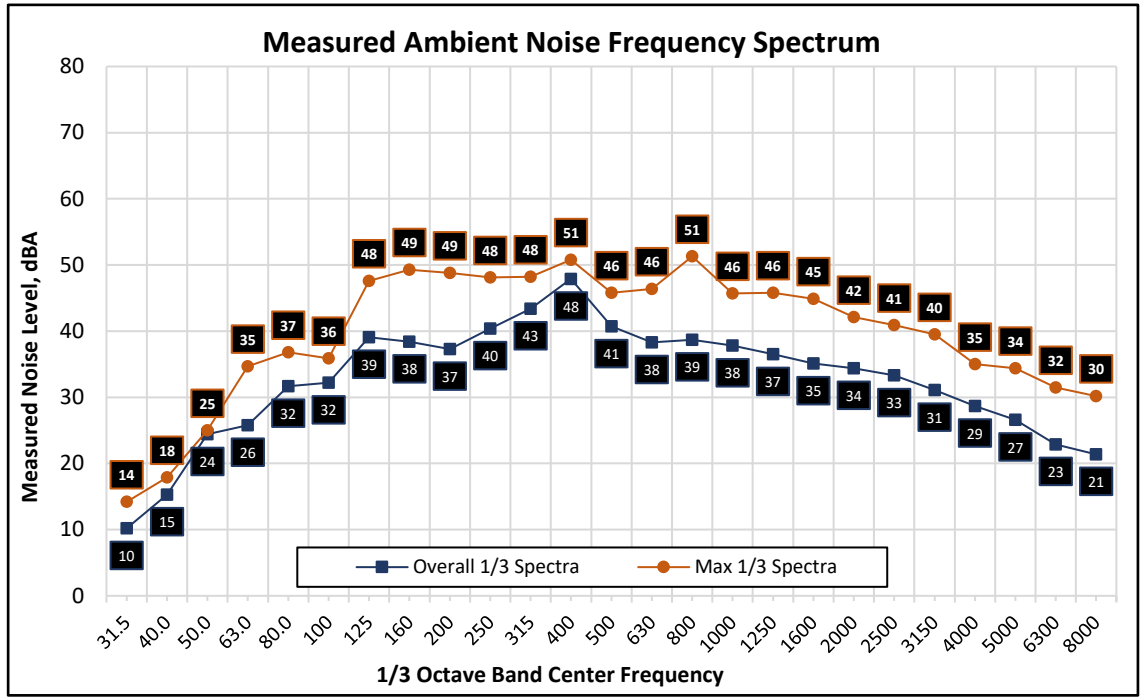
**Start:** 2025-06-30 11:01:32
**Stop:** 2025-06-30 11:11:32
**SLM:** Model 831
**Serial:** 3141

### Measurement Results, dBA

| | |
|---|---|
| **Duration:** | 0:10 |
| **$L_{eq}$:** | 52 |
| **$L_{max}$:** | 59 |
| **$L_{min}$:** | 50 |
| **$L_{50}$:** | 51 |
| **$L_{90}$:** | 51 |

### Notes

Primary noise source was an AC generator. Secondary noise sources include boats coming in and leaving the dock and natural sounds such as birds, wind, and waves.






## Appendix B8 : Short Term Noise Monitoring Results

**Site:** ST-4
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Center of Project Site
**Coordinates:** (38.93444, -120.00172)
**Meter:** LDL 831-2
**Calibrator:** CAL200

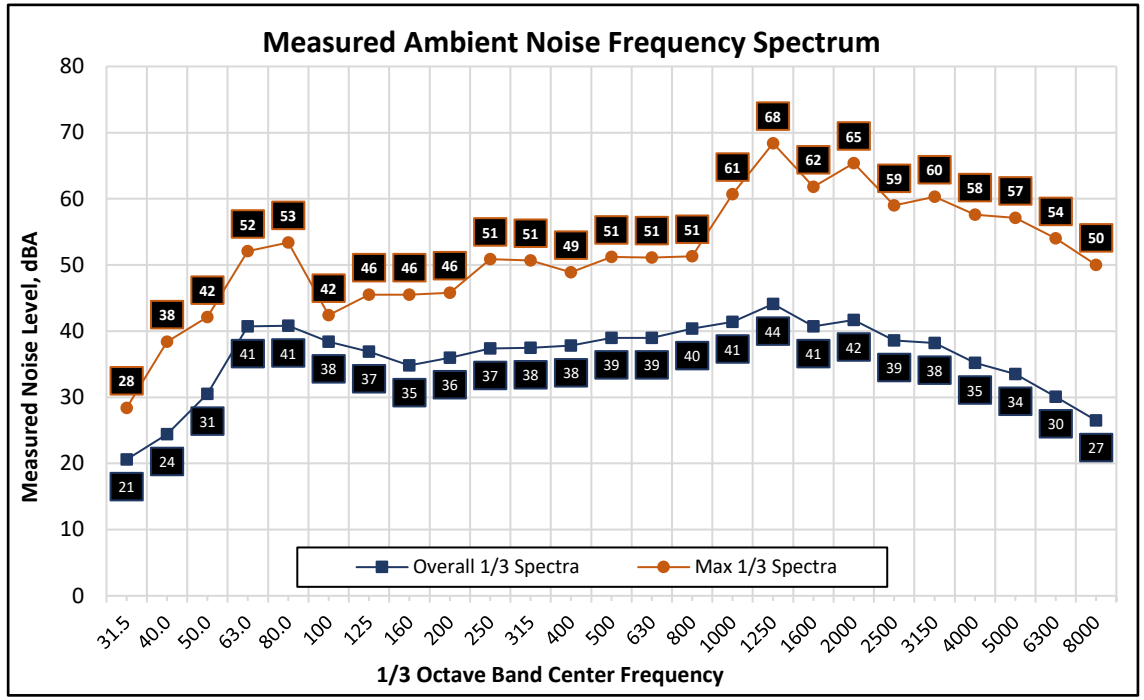
**Start:** 2025-06-30 11:18:14
**Stop:** 2025-06-30 11:28:14
**SLM:** Model 831
**Serial:** 3141

### Measurement Results, dBA

| | |
|---|---|
| **Duration:** | 0:10 |
| **$L_{eq}$:** | 52 |
| **$L_{max}$:** | 72 |
| **$L_{min}$:** | 41 |
| **$L_{50}$:** | 47 |
| **$L_{90}$:** | 43 |

### Notes

Primary noise source was an idling boat. Secondary noise sources include trucks/cars passing through the project site and forklift circulation.






## Appendix B9 : Short Term Noise Monitoring Results

**Site:** ST-5
**Project:** Tahoe Keys Marina TRPA CEQA
**Location:** Southern Boundary of Project Site
**Coordinates:** (38.934053, -120.00105)
**Meter:** LDL 831-2
**Calibrator:** CAL200

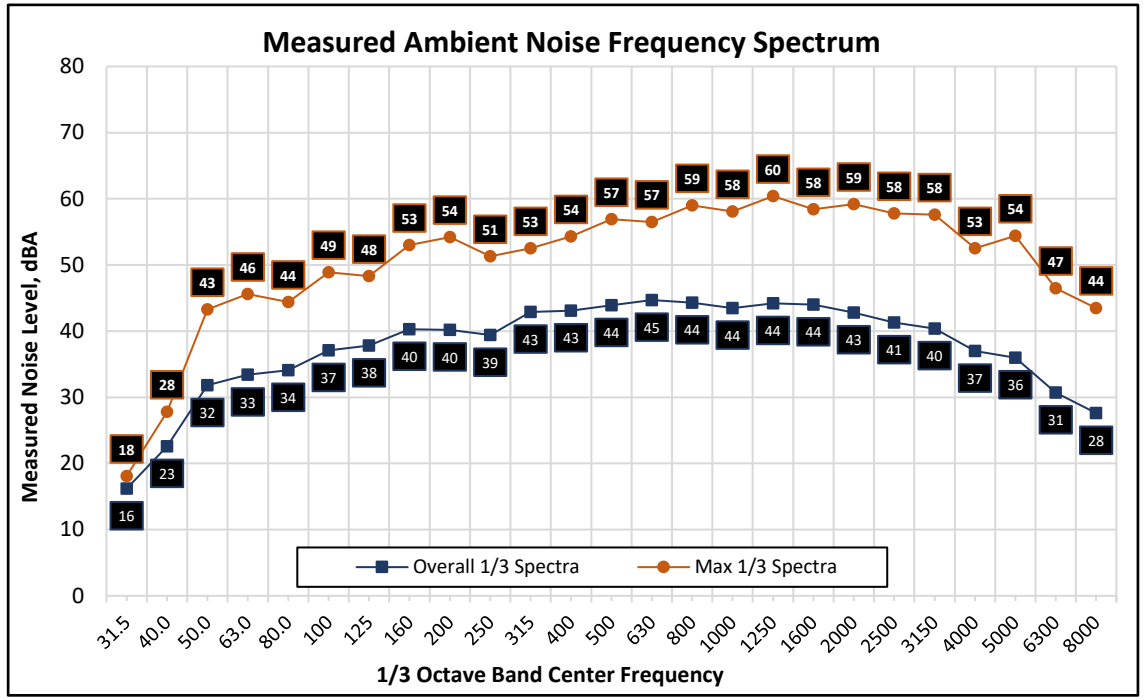
**Start:** 2025-06-30 11:36:45
**Stop:** 2025-06-30 11:46:45
**SLM:** Model 831
**Serial:** 3141

### Measurement Results, dBA

| | |
|---|---|
| **Duration:** | 0:10 |
| **$L_{eq}$:** | 55 |
| **$L_{max}$:** | 69 |
| **$L_{min}$:** | 42 |
| **$L_{50}$:** | 50 |
| **$L_{90}$:** | 45 |

### Notes

Primary noise source was cars/trucks passing through. Secondary noise sources include grinding, bobcat machinery, and people walking nearby.






# Appendix C: Traffic Noise Calculation Inputs and Results



**Appendix C-1**

**FHWA-RD-77-108 Highway Traffic Noise Prediction Model**

**Project #:** 250201 Tahoe Keys Marina
**Description:** Existing Traffic Counts
**Ldn/CNEL:** Ldn
**Hard/Soft:** Soft

| Segment | Roadway | Segment | ADT | Day % | Eve % | Night % | % Med. Trucks | % Hvy. Trucks | Speed | Distance | Offset (dB) | Contours (ft.) - No Offset 60 dBA | 65 dBA | 70 dBA | Level, dBA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Marina Access Driveway | North of Venice Dr | 1,993 | 90 | 0 | 10 | 1.0% | 1.0% | 25 | 350 | 0 | 19 | 9 | 4 | 41.1 |
| 2 | Venice Dr | East of Beach and Harbor Driveway | 2,326 | 90 | 0 | 10 | 1.0% | 1.0% | 25 | 680 | 0 | 21 | 10 | 5 | 37.5 |
| 3 | Venice Dr | West of Beach and Harbor Driveway | 2,614 | 90 | 0 | 10 | 1.0% | 1.0% | 25 | 250 | 0 | 23 | 11 | 5 | 44.5 |

SAXELBY ACOUSTICS
Acoustics · Noise · Vibration

## Appendix C-2

## FHWA-RD-77-108 Highway Traffic Noise Prediction Model

**Project #:** 250201 Tahoe Keys Marina
**Description:** Existing No Project (with Fresh Ketch Restaurant Operational)
**Ldn/CNEL:** Ldn
**Hard/Soft:** Soft

| Segment | Roadway | Segment | ADT | Day % | Eve % | Night % | % Med. Trucks | % Hvy. Trucks | Speed | Distance | Offset (dB) | Contours (ft.) - No Offset 60 dBA | 65 dBA | 70 dBA | Level, dBA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Marina Access Driveway | North of Venice Dr | 2,657 | 90 | 0 | 10 | 1.0% | 1.0% | 25 | 350 | 0 | 23 | 11 | 5 | 42.4 |
| 2 | Venice Dr | East of Beach and Harbor Driveway | 2,990 | 90 | 0 | 10 | 1.0% | 1.0% | 25 | 680 | 0 | 25 | 12 | 5 | 38.5 |
| 3 | Venice Dr | West of Beach and Harbor Driveway | 3,278 | 90 | 0 | 10 | 1.0% | 1.0% | 25 | 250 | 0 | 27 | 12 | 6 | 45.5 |

SAXELBY ACOUSTICS
Acoustics · Noise · Vibration

**Appendix C-3**

**FHWA-RD-77-108 Highway Traffic Noise Prediction Model**

**Project #:** 250201 Tahoe Keys Marina
**Description:** Existing Plus Project Traffic
**Ldn/CNEL:** Ldn
**Hard/Soft:** Soft

| Segment | Roadway | Segment | ADT | Day % | Eve % | Night % | % Med. Trucks | % Hvy. Trucks | Speed | Distance | Offset (dB) | Contours (ft.) - No Offset 60 dBA | 65 dBA | 70 dBA | Level, dBA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Marina Access Driveway | North of Venice Dr | 2,832 | 90 | 0 | 10 | 1.0% | 1.0% | 25 | 350 | 0 | 24 | 11 | 5 | 42.6 |
| 2 | Venice Dr | East of Beach and Harbor Driveway | 3,165 | 90 | 0 | 10 | 1.0% | 1.0% | 25 | 680 | 0 | 26 | 12 | 6 | 38.8 |
| 3 | Venice Dr | West of Beach and Harbor Driveway | 3,453 | 90 | 0 | 10 | 1.0% | 1.0% | 25 | 250 | 0 | 28 | 13 | 6 | 45.7 |

# Appendix D

## Transportation Study

# LSC Transportation Consultants, Inc.

2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
info@lsctahoe.com ▲ www.lsctrans.com


# TECHNICAL MEMORANDUM

**DATE:** March 12, 2026

**TO:** Eric Metz, Tahoe Keys SMI, LLC. Suntex Direct

**FROM:** Leslie Suen, LSC Transportation Consultants Inc.

**SUBJECT:** SLT Tahoe Keys Marina Redevelopment Transportation Analysis

LSC Transportation Consultants, Inc. has performed a transportation analysis for the proposed redevelopment of the Tahoe Keys Marina in the City of South Lake Tahoe, California. First, existing background traffic conditions are discussed. Next, the trip generation of the proposed project is estimated, and the following areas of impacts are addressed: Vehicle Miles Traveled Analysis for TRPA and a Parking Analysis for the City of South Lake Tahoe.

## PROJECT DESCRIPTION

Tahoe Keys Marina is the largest marina (and the only inland marina) on Lake Tahoe. The marina has a full-service boat launch. In addition, the marina provides a Travel Lift and a Jib crane for sailboats. The 22-acre property has diesel and regular fuel, a number of charter vendors, and a water ski school. Within the past five years, the Fresh Ketch restaurant provided dining options for marina guests. The Cove East recreational trail is located just east of the property that leads out to a wildlife viewing area and a nice secret beach on the shores of Lake Tahoe.

Plans for a full redevelopment of the marina are underway. Upon redevelopment of the marina, there will be no change in the number of slips or the number of charter vendors. However, the existing buildings will be rebuilt to provide updated office space, retail buildings, and several restaurants. A concession management plan will be put in place upon redevelopment of the marina. As part of this plan, charter vessels with a passenger capacity of 40 and above will be required to shuttle their visitors on-site. A mixed-use building, the Boat Barn, will replace the dry storage lot. The Boat Barn will house the Tahoe Keys Property Owners Association (TKPOA) water tanks and will provide a valet boat launching service. The Boat Barn will provide additional boat storage for customers of the marina with a summer capacity of 250 vessels and a winter capacity of 430 vessels. Upon redevelopment of the marina, all proposed parking will be paid parking, including self-park and valet.

## EXISTING CONDITIONS

Throughout the study area, Tahoe Keys Boulevard runs north and south as a two-lane road. Between US 50 and Venice Drive, the posted speed limit is 30 miles per hour (mph). North of Venice Drive the speed limit drops to 25 mph. Tahoe Keys Boulevard is intersected by Venice Drive at a two-way stop-controlled (TWSC) intersection. Venice Drive is a two-lane road with a posted speed limit of 25 mph. The eastern end of Venice Drive concludes at the entrances to the Tahoe Keys Marina and the Cove East recreational trail. Tahoe Keys Boulevard intersects US 50 to the south at a 3-legged signalized intersection. US 50 is a five-lane road with a posted speed limit of 40 mph.

The marina does not currently have any nearby transit options. The closest bus stop, which is serviced by Tahoe Transportation District (TTD), is located 275 ft east of the Tahoe Keys Blvd/US 50 signalized intersection or 1.5 miles south of the site. Microtransit options are also unavailable near the site. South Lake Tahoe's Lake Link microtransit service is available as far west as the Grocery Outlet located at 2358 Lake Tahoe Boulevard, South Lake Tahoe, California 96150, or 1.8 miles south of the site.

A Class II Bike Lane is found along Tahoe Keys Boulevard between Venice Drive and Eloise Avenue. This bike lane continues along Venice Drive from Tahoe Keys Boulevard east until it concludes at the Cove East recreational trail. Additional unmarked bicycle routes are located throughout the neighborhood south of the project site along Washington Avenue, Eloise Avenue, Tahoe Island Drive, and 12$^{th}$ Street. Both Class II bike lanes as well as sidewalks are located along US 50 near the intersection with Tahoe Keys Boulevard. A permanent bike map showing the nearby bicycle routes is posted at the intersection of Tahoe Keys Boulevard and Venice Drive just below the northbound stop sign.

This study has been updated to include counts and data collection from summer 2025. Detailed data is presented in the memo *SLT Tahoe Keys Marina Redevelopment – Summer Data Collection Summary* (LSC, August 13, 2025).

## TRIP GENERATION

The first step in the analysis of traffic impacts is to prepare an estimate of the number of trips generated by the existing land uses and the proposed project. Trip generation is the evaluation of the number of vehicle-trips that will either have an origin or destination at the project site. Daily vehicle trips and peak-hour vehicle trips need to be determined to analyze the potential impacts of the proposed project.

### Trip Generation of the Existing Uses

The Tahoe Keys Marina currently has a total of 305 slips. Standard daily trip-generation rates are provided in the Institute of Transportation Engineers (ITE) *Trip Generation, 12th Edition Manual* (ITE, 2025) and are applied to the marina as shown in Table 1. Accessory Uses

According to the *TRPA Code of Ordinances - Section 84.6.2.C*, accessory uses for a marina are defined as:

> Accessory Uses. Examples of accessory uses related to marinas include: marine sales and repairs, parking lots, maintenance facilities, employee facilities, secondary residence, water-oriented outdoor recreation concessions such as fishing guide services; parasailing; and recreation equipment rental; bars and restaurants, water-oriented services such as rowing clubs; boat rentals; storage and launching facilities; sport fishing activities; excursion boat and sightseeing facilities; and other marina-related activities, including but not limited to fuel sales and boat and engine repair.

Currently, all office and retail land uses are used exclusively as an accessory to the marina uses. As such, no visitors are visiting these land uses as an exclusive trip without using the marina. The existing office and retail land uses are therefore deemed accessory and are excluded from further analysis, as shown in Table 1.

The existing Fresh Ketch restaurant was a fine dining establishment. Per the client, a high level of trips were made with the sole purpose of attending the restaurant rather than as an internal trip from the marina. This restaurant is therefore considered to be a non-accessory use and is analyzed separately from the marina rate.

Though water-oriented outdoor recreation concessions are also defined as marina accessory, the Tahoe Keys Marina has a higher-than-average number of charters when compared to the size of the marina. A total of 50 charters of various sizes are available, which go out multiple times per day. Given the size of the marina, approximately 26 charters would be expected to run out of the marina and would be included in the marina trip generation. To remain conservative, the charters with a passenger capacity above 10 passengers (a total of 24 charters) are analyzed as non-accessory to the marina. The 10-passenger limit was determined to be similar to the capacity of a private boat and the average boat rental capacity. The 24 charters (with a capacity of above 10 passengers) are analyzed based on a person-trip analysis (which is further discussed below). In addition, the berths associated with these non-accessory charters are removed from the total number of berths analyzed in the marina trip generation.

### Non-Accessory Charter Visitors

Table 2 presents a summary of the various charters at the marina based on a 2024 internal census taken for the marina. Per the marina staff and management personnel, commercial uses run at 100 percent occupancy on a peak summer day. To determine the number of visitor vehicles associated with the charters, the number of boats is multiplied by the passenger limit, then multiplied by the average trips per day, to result in the total number of people per day. Surveys were conducted in the summer of 2025, and respondents were then asked about the total number of individuals in their group. Of the 50 respondents, the average group size was found to be approximately 5 people per group. Of these 50 groups, a total of 71 vehicles were reported to be used to arrive at the marina, resulting in an average vehicle occupancy of 3.2 persons per vehicle, as shown in Figure 1. This results in 406 total vehicles, as shown in Table 2. As the 6-person charters and 10-person charters are deemed accessory to the marina, the total vehicles associated with the remaining charters is 294 vehicles, as shown in Table 2.

Trip generation rates for the charter visitors are shown in Table 1. Visitors are assumed to generate 2 daily trips. As charters are running continuously over the course of a day, approximately 2 percent of trips are assumed to occur during the AM Peak Hour, and 4 percent are assumed to occur during the PM peak hour.

### Non-Accessory Charter Employee Trips

The commercial charters have a total of 84 employees on the peak day. Approximately 40 of these employees are assumed to be associated with non-accessory charter uses and will also need a person-trip analysis to account for these additional trips. According to the United States Census Bureau's *2023 American Community Survey 5-Year Estimates* for the city of South Lake Tahoe, the vehicle occupancy rate for workers is approximately 1.1 persons per vehicle. Applying the vehicle occupancy rate to the employees results in 36 employee vehicles for the commercial charters, as shown in Table 2. Employees are assumed to stay on-site throughout their shift, resulting in a total of 2.0 daily trips. Per marina

management, on a typically busy summer day, employees would either work an early shift starting at 6:00AM or a late shift starting at 3:00 PM.

### Other Existing Land Uses

The restaurant "Fresh Ketch" and the employee housing units can be estimated using standard ITE rates. The estimate of trip generation for the restaurant is best estimated based on the most applicable use of 'Fine Dining Restaurant'. Fine dining was chosen because it meets the ITE definition through the distinction of a visitor's typical stay which exceeds one hour as opposed to casual dining in which typical stays are less than 40 minutes. Standard rates are also applied to the employee housing units based on the land use 'Multifamily (Low-Rise) Housing'. These standard rates are applied to the existing land uses, as shown in Table 1.

### Reduction for Internal Trips

As is typical of a mixed-land use development, some persons generating a trip at the site would visit more than one of the land uses at the site during the same "trip." Standard traffic engineering practice dictates that a reduction in total trip generation can be applied to the project, as some of the persons generating trips at one of the land uses can access another included land use without generating an additional vehicle trip at the common site access point(s). To provide an example, trips from marina users will also travel to the restaurant (Fresh Ketch) or restaurant guests will rent a jet ski after their meal.

The portion of the persons generating a trip at a mixed-use development that would visit two or more uses within the development is based on the types of uses within the development, the size of the individual uses, and the distances between them. The proportion of trips that remain internal to the site are based upon the guidance provided in the *ITE Trip Generation Handbook* regarding internal capture within a mixed-use development. For the existing land uses, the dynamic between the restaurant land use and the marina land use (plus its accessory uses) were utilized to generate an internal reduction. An average of 28 percent reduction for daily and 14 percent for PM peak hour is identified then applied specifically to each land use. The internal percentage reductions are shown in the middle column of Table 1.

### Reduction for Non-Auto Trips

Non-auto trips, such as trips made to/from the site via bike, walking, or transit, reduce trip generation. The 2018 and 2014 *Summer TRPA Travel Mode Share Survey* data were analyzed to determine non-auto reductions for the summer season. Data from the surveys conducted at the South Y Commercial area and the Ski Run area were isolated. The South Y Commercial area is the closest survey location to the project site. Though the Ski Run area is farther away, a marina is located at the end of Ski Run Boulevard and is thus a comparable site. The surveys were filtered by those with a trip purpose of work or outdoor recreation. When looking at the outdoor recreation surveys, of the 111 survey trips, 35 percent were made via non-auto modes. When looking at the surveys with a trip purpose of work, of the 56 survey trips, 46 percent were made via non-auto modes. As only 25 surveys had a trip purpose of restaurant, the general non-auto of the area was used instead. In total, for all trip purposes, of the 329 survey trips, 29 percent were made via non-auto modes.

Taking all this data into consideration, the non-auto access rate for the marina and the charter visitors is assumed to be approximately 2 percent, as those visiting a marina will likely have many items and gear, and so it would be more inconvenient to travel by non-auto means. For the employees, the non-auto

rate is estimated to be approximately 25 percent. As the employee housing units are assumed to work on-site, a non-auto reduction of 25 percent was applied to the units for work trips to/from the marina.

For the existing restaurant Fresh Ketch, the non-auto rate is conservatively assumed to be around 10 percent. The restaurant does have another access pattern that would increase this non-auto rate, as some people visit the restaurant via boat (dock and dine). Based on interviews with former restaurant owners, this accounted for about 10 percent of restaurant visitors on a busy summer day. To account for these patrons, an additional 10 percent non-auto reduction is applied to the restaurant for a total of a 20 percent non-auto reduction.

### Trip Generation of Existing Uses at Site Driveways

Multiplying the land-use quantities by the ITE trip rates and taking reductions for internal and non-auto trips yields the vehicle trips generated at the site driveway for existing conditions. As shown in Table 1, the existing land uses generate a total of approximately 1,664 daily vehicle trips at the site driveway on a busy summer day, including 58 AM peak-hour vehicle trips (43 inbound plus 15 outbound) and 154 PM peak-hour vehicle trips (90 inbound plus 64 outbound).

## Trip Generation of the Proposed Project

Under the TRPA definition of Marinas, many uses can be considered accessory to the Marina. But to be conservative it is assumed that some of the proposed land uses are larger than the typical Marina accessories and therefore, are not assumed to be accessory to the Marina. The accessory vs non-accessory uses are detailed in Table 1, below. For example, the coffee shop would be a typical use and is considered an accessory use while the fine dining restaurants of about 22,000 square feet are likely larger than a typical Marina restaurant and are therefore considered non-accessory. Similarly charter trips are an accessory use but 50 daily charters are likely more than the typical Marina, so all charters over 12 people were considered non-accessory.

Since the non-accessory uses will still interact with the Marnia (including all accessory uses) there will be internal trip between them. For example, a 20-person charter may make a reservation to eat at the restaurant after their charter trip. Or people who work in the office may take their boat out after work.

### Marina and Land Uses

Under the proposed project, the number of slips and charters associated with the marina is assumed to be unchanged. As such, the marina and charter employees are calculated based on the same methodology as existing conditions.

Under the proposed project, a concession management plan will go into effect. As part of this plan, the charters with a passenger limit of 40 and above will be required to shuttle their visitors on-site. As such, the trip generation for the charter passengers is reduced to the passengers associated with the charters that have a passenger capacity between 13 persons and 32 persons. A separate charter shuttle analysis is performed for the larger charters (over 40 passengers). To remain conservative, a shuttle occupancy of 20 persons was assumed as shown in Table 2. The charter shuttle vehicles then have the same trip generation rates applied as the charter visitors.

On land, the redeveloped marina will include the following land uses:

- Office in Buildings A and B (Office in Building A is accessory to the marina)
- Retail in Buildings A and B (accessory to the marina)
- Grab and Go Restaurant in Building B (accessory to the marina)
- Fine Dining Restaurants in Buildings C and D

- Coffee Shop in Building C (accessory to the marina)

Standard rates are applied to the proposed land uses, as shown in Table 1.

### Boat Barn

The proposed Boat Barn will replace the existing dry boat storage area and is designed to accommodate up to 250 boats during the summer season. On peak days, it is assumed the Boat Barn will be 100 percent full.

The Boat Barn will feature a valet launch service, ensuring boats are placed in the water before their owners arrive. This process will occur outside of the boat ramp area, eliminating any impact on boat ramp usage. Given the convenience of the valet launch, a higher percentage of stored boats are expected to be used compared to the existing dry storage system. It is estimated that approximately 40 percent of boats in the Boat Barn will take their boats out on peak days.

While boat storage and launching facilities are considered accessory uses to a marina, the high utilization rate of the Boat Barn effectively functions as an increase in available berths. To account for this, the trip generation analysis estimates the percentage of boats expected to be launched on peak days by applying the 40 percent usage rate to the 250 boats, or an equivalent of 100 berths. The standard marina trip generation rate is then applied as shown in Table 1.

### Reduction for Internal Trips

Consistent with the existing conditions, the proportion of trips that remain internal to the site are based upon the guidance provided in the *ITE Trip Generation Handbook* regarding internal capture within a mixed-use development. For the proposed land uses, the trips between the restaurant and retail land uses and the office and marina land uses (plus its accessory uses) were utilized to generate an internal reduction. An aggregated daily 32 percent reduction is identified and is applied to the trip generation for the proposed development. The internal percentage reductions based on land use and time of day are shown in the middle column of Table 1.

### Reduction for Non-Auto Trips

Non-auto trips, such as trips made to/from the site via bike, walking, or transit, reduce trip generation. Before the proposed paid parking is considered and consistent with the existing conditions, the non-auto access rate for commercial water visitors and public slips is 2 percent. The employees are assumed to have approximately a 25 percent non-auto access rate. As the employee housing units are assumed to work on-site, a non-auto reduction of 25 percent was applied to the units. For the proposed restaurants, the non-auto access rate is conservatively assumed to be around 10 percent, with an additional 10 percent due to dock and dine.

Currently, all parking at the marina is free and unreserved; upon the redevelopment of the marina, all parking spaces will be subject to payment. The new parking plan will include both a self-paid, self-parking area and a paid valet parking area. While the marina currently has 325 parking spaces, the proposed redevelopment provides 251 spaces, including 69 valet parking spaces.

The effects of implementing paid parking can be seen in the Stateline, Nevada, casino core area. As shown in the *Tahoe Blue Event Center – Parking Gate Data Summary memo* (LSC, February 2025), upon the implementation of paid parking, peak-day trips were calculated to be approximately 44 percent lower. Although the study does not specify the cause of the reduction, including finding free parking nearby, increased non-auto trips, increase in drop-off activity, it highlights that paid parking can have a significant impact on trip volumes.

However, this large reduction is not necessarily applicable to the Tahoe Key marina, given the nature of a marina, visitors typically bring gear and supplies, making non-auto, drop-off, and longer distance to free parking much less convenient. Additionally, there are no nearby transit stops. These factors further reduce the likelihood of visitors opting for non-auto travel.

To account for the effects of paid parking while maintaining a conservative approach, an additional 11 percent non-auto reduction is applied. The non-auto travel is a shift from away for standard vehicle trips to carpooling, biking, walking, and scootering trips.Note that at the time of this memo Lake Link currently does not extend to the Tahoe Keys area but plans have been announced to expand and service the area. Therefore it is assumed that Lake Link microtransit will be available when the proposed project begins operation and therefore would be another viable non-auto access option. Additionally, about one third of slips are rented by Tahoe Keys residents, with the paid parking these people would have a significant reason and it would be easy to shift to a non-auto mode of travel to the marina area.

### Trip Generation of Proposed Uses at Site Driveways

Multiplying the land-use quantities by the trip rates and taking reductions for internal and non-auto yields the vehicle trips generated at the site driveways for the proposed project conditions. As shown in Table 1, the proposed land uses are forecasted to generate a total of approximately 1,839 daily vehicle trips at the site driveways on a weekday, including 58 AM peak-hour vehicle trips (42 inbound plus 16 outbound) and 191 PM peak-hour vehicle trips (113 inbound plus 78 outbound).

### Trip Generation Net Impact

Comparing the daily trip generation of the proposed land uses and that of the existing land uses indicates that the proposed redevelopment would result in a net increase of 175 daily vehicle-trips (or an 11-percent increase) at the site access driveways over the course of a peak summer day. Total AM peak hour trips would remain the same, and a slight increase of 37 trips would occur during the PM peak hour.

## VEHICLE-MILES TRAVELED (VMT) ANALYSIS

Vehicle-miles traveled analysis is provided to meet TRPA requirements. VMT is evaluated in accordance with the latest TRPA *Project Impact Assessment (PIA) Guidelines* (August 26, 2024). VMT analysis is conducted on an annual average daily basis, reflecting the standard for overall greenhouse gas emissions. VMT for each existing and proposed land use is calculated by multiplying peak day trip generation by a peak day-to-average annual daily factor to get average annual daily trips. Next, the average annual daily trips are multiplied by the zone's average trip length to obtain daily VMT as shown in Table 3. Per TRPA standards, the annual daily trips are multiplied by the average trip length within PIA zone 14, as TRPA only regulates VMT within the Tahoe Basin.

### Peak Day to Average Annual Day Factors

Peak day trips are converted to average annual daily trips to obtain TRPA's VMT standard design time period. The peak season of the marina is summertime, defined as June through September, when the boat ramp is open and the marina is regularly operating. The off-season is defined as October through May. This peak day to average annual factor was developed for each land use as follows:

- ***Marina Visitors/Boat Barn Visitors—***Per Marina staff, the majority of those with public slips launch their boats around April or May and then retrieve their boats in September. Approximately 100 percent of those with a public slip will go out on a peak day. However, during the peak season, on average, public slip owners will go out on average 2.5 times per week.

Based on this, the peak day-to-average annual day factor for marina visitor trip generation is estimated to be 0.30. This factor is also applied to the trips associated with the proposed Boat Barn.

- ***Charter Visitors—***During peak season, all 50 charters are operational. During the off-season, the majority of charters are pulled from the water and shut down for the season. However, a few charters operate year-round. Based upon a review of the seasonal variation for commercial water visitors, the peak day-to-average annual day factor for commercial water visitor trip generation is estimated to be 0.42.

- ***Marina Employees (excluding restaurant employees)—***The majority of employees associated with the marina are seasonal workers. However, some of the marina staff work full-time at the marina. Based upon a review of the seasonal variation for the employees, the peak day-to-average annual day factor for the employee trip generation is estimated to be 0.46.

- ***Restaurants—*** The existing restaurant is comprised of all indoor seating and thus no reductions to average annual day are warranted. The proposed restaurants have outdoor seating areas with table service that will be closed in the winter. Of the 22,744 square feet of dining 8,151 will be outdoor dinning. Therefore for 6 months of the year the restaurant square footage will be reduce to 64% of the total restaurant area. This equates to a peak day to average annual day factor of 0.82. This equate to a total of an 18 percent reduction in VMT for the outdoor seating being closed in the colder months. As directed by TRPA staff, land uses that are closed seasonally may be removed when calculating VMT on an average annual basis.

- ***Office—***Typical offices are open 5 out of 7 days per week. This calculates to a peak day to average annual factor of 0.71.

The peak day-to-average annual day factors for remaining uses are assumed to be 1.0, which indicates the use is operational consistently every day of the year.

## Average Trip Length

The final data element needed to define VMT is the average vehicle-trip length (in miles). The proposed project is located in PIA zone 14. In this zone, the Tahoe Basin Average Trip Length is 5.31 miles. PIA zone 14 is composed of the marina and some residences located in the Tahoe Keys neighborhood north of Venice Drive. Therefore this trip length is determined to be appropriate for the proposed marina redevelopment trips as well. For VMT within the Tahoe Basin, this trip length is applied to all land uses for both the existing and the proposed project, as shown in the TRPA VMT Analysis portion of Table 3.

## VMT Associated with Seasonal Launches

A total of 2,851 vessels are associated with the marina slips, TKPOA launches, the Tahoe Keys Beach and Harbor Association, and additional launches based on TRPA stickers. All seasonal launches are assumed to launch once per year in the spring and retrieve their boats in the fall. Assuming each vessel has an inbound and outbound trip associated with the launch and retrieval, results in a total of 11,398 trips for the year associated with seasonal launches. Dividing the total trips by 365 days in a year results in a total of 32 average annual daily trips.

## Existing VMT

The VMT analysis for the marina is summarized in Table 3. For this multi-use project, each land use is analyzed independently and then summed. As shown in the upper portion of Table 3, the total daily vehicle trips on an average day are calculated to be 1,063 trips for the existing land uses. Multiplying this figure by the average trip length for each use category and summing over all categories yields a total annual average daily VMT generated by the marina of 5,644 VMT within the Tahoe Basin. Of this total, over half (62 percent) is generated by the restaurant.

## Proposed VMT

The VMT analysis for the marina is summarized in Table 3. For this multi-use project, each land use is analyzed independently and then summed. As shown in the lower portion of Table 3, the total daily vehicle trips on an average annual day is calculated to be 1,104 trips for the proposed project. Multiplying this figure by the average trip length for each use category and summing over all categories yields a total annual average daily VMT generated by the marina of 5,862 VMT within the Tahoe Basin. Of this total, 32 percent is generated by the marina, Boat Barn, and charters, while 65 percent is generated by the multiple restaurants.

## Project's Impact on VMT

As shown in Table 3, the marina redevelopment would result in a net increase in annual average Tahoe Basin daily VMT of 218 VMT (or a 4-percent increase) compared to the existing marina. Based on current TRPA standards, the low-VMT screening criteria based on the project location is 715 daily VMT. The project is therefore considered to have a less than significant impact on VMT and can be screened as a low-VMT generating project.

# PARKING ANALYSIS

This parking analysis is provided to meet City of South Lake Tahoe requirements.

## Parking Demand of the Proposed Project

The applicable parking code for this project is the City of South Lake Tahoe Code, which establishes parking requirements for marina uses based on the number of slips and employees. Consistent with the trip generation methodology, the non-accessory charters, fine dining restaurants, and office spaces are excluded from the standard marina rate and analyzed separately.

The number of peak-day employees associated with the marina under proposed conditions is as follows:

- Suntex (includes Boat Barn employees) – 23
- Accessory Charters – 44
- Non-Accessory Charters – 40
- Boat Rentals – 30
- Boat Showroom – 6
- Valet – 10

To ensure an accurate representation of marina parking demand, the marina rate was applied to the 281 slips (305 total slips minus the 24 non-accessory charter slips), the effective berths associated with the proposed Boat Barn, and the 113 marina employees. Additionally, to avoid double-counting of employees, the three employees residing in the on-site employee housing units are assumed to already

be parked on site and, therefore, removed from the marina employee line item, resulting in a calculation for 110 marina employees.

### Non-Accessory Charter Parking Demand

As charter shuttles could be accommodated near the side of the boat barn out of the way of parking or travel back to their designated pickup area, the passengers associated with the charters with a passenger limit of 40 or more are excluded from analysis. The *Tahoe Keys Marina Master Plan* (May 2002) determined parking demand for tour boats based on passenger capacity, with a rate of one space per three passengers. Applying this rate to the 325 passengers associated with non-accessory charters results in the required charter-related parking demand.

For non-accessory charter employees, a person-trip analysis is conducted. The marina employee parking rate is applied, with a 1.1 vehicle occupancy factor used for charter employees.

### Additional Parking Considerations

For the remaining uses, the City of South Lake Tahoe Code parking ratio was applied. The rate for the employee housing units is based on the multi-family rate and the number of bedrooms in each unit. Since all employee housing units contain more than one bedroom, additional guest parking is required, resulting in a total demand of 6 spaces for residents and 1 space for guests. Table 4 presents the evaluation of the parking demand associated with the proposed land uses.

### Parking Demand

After applying the parking reductions, the resulting peak parking demand for the project is 369 spaces (before shared parking) as summarized in Table 4.

## Shared Parking Analysis

Not all of the individual land uses generate peak parking needs at the same time of day. For example, a fine dining restaurant's peak parking demand occurs between 7:00 PM and 9:00 PM whereas an office building's parking demand will peak at 10:00 AM. A "shared parking" analysis of parking needs for each hour of the day is therefore conducted. Using the methodology presented in the Urban Land Institute's *Shared Parking Manual* (February 1, 2020*)*, this analysis applies a series of factors reflecting the proportion of parking demand in each hour to the parking demand during the peak hour. These proportions are shown in Table 5.

For the marina and boat barn, the percentages were based on a combination of "public park/open destination" and "active entertainment". For the charter visitors, a peak parking demand was based on the charter schedules. For the marina employees, the client has indicated that employees will work one of two shifts. The two shifts are assumed to be from 6:00 AM – 3:00 PM and 3:00 PM – 12:00 AM. Assuming half of the employees work one shift and the remaining work the other shift, a peak parking demand is based on these two shifts.

The peak parking demand for the site as a whole is expected to occur midday (from 2:00 PM to 3:00 PM, when almost all uses are at peak occupancy), with 291 spaces.

## Proposed Parking Supply

A total of 251 parking spaces are proposed. The parking supply includes 69 triple-stacked valet spaces in the parking lot. Comparing this to the parking demand results in a deficit of 40 parking spaces.

## Parking Mitigation

As the project results in a parking deficit in the peak hour, the client has agreed to implement an employee parking program. This program would involve encouraging an increase in non-auto access, providing carpool matching resources, and implementing a limit to each charter's employee parking allowance. Upon implementation of this program, the employee parking demand would be reduced by approximately 50 percent. Note to be conservative this reduction in parking is not assumed to reduce trips or VMT because while some employees will shift to carpools and non-auto modes, some employees will take rideshares or get dropped off. The increase in trips from rideshares and dropping off and pick up may negate the reduction from carpools and non-auto trips. Therefore, to be conservative no reduction to VMT or trips is assumed with implementation of the employee parking program.

The estimated impact of this mitigation measure is shown in Table 6. As shown, implementing this mitigation measure resolves the parking space shortfall down to a five parking space shortfall. The 5-space shortfall would only occur rarely for 1 hour on a peak summer Saturday or about 13 hours a year (on the 13 peak summer Saturdays). Therefore, this parking deficit is considered negligible, and the project is considered to have adequate parking with the employee parking program.

## CONCLUSIONS

The following conclusions are made based on this analysis:

- The existing marina currently generates approximately 1,664 daily vehicle trips, with 58 in the AM peak hour and 154 trips in the PM peak hour.
- The proposed project is expected to generate approximately 1,839 daily vehicle trips, with 58 in the AM peak hour and 191 in the PM peak hour.
- The project's impact on trip generation is an increase of 175 daily trips, no increase in AM peak hour trips, and an increase of 37 PM peak hour trips.
- The existing project generates approximately 5,644 average annual daily VMT.
- The proposed project is estimated to generate 5,862 average annual daily VMT.
- The project's impact on VMT would be an increase of 218 average annual daily VMT and is therefore below the 715 low-VMT generating project screening criteria and is screened out of further analysis.
- The total peak parking demand, accounting for shared parking, is 291 parking spaces. As the proposed parking supply is 251 parking spaces, there is a parking deficit of 40 parking spaces.
- Implementing an employee parking program would reduce the employee parking demand by approximately 50 percent which would resolve the parking deficit.

***Table 1: Tahoe Keys Marina Redevelopment - Trip Generation Analysis***

| Description | ITE Code | ITE Land Use | Quantity | Unit | Trip Generation Rates[1] | | | | | | | Percent Reduction for Internal Trips | | | Percent Reduction for Non-Auto Trips[2] | Project Generated Vehicle Trips at Site Access Points | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | AM Peak Hour | | | PM Peak Hour | | | | AM Peak Hour | PM Peak Hour | | | AM Peak Hour | | | PM Peak Hour | | |
| | | | | | Daily | In | Out | Total | In | Out | Total | Daily | Peak Hour | Peak Hour | | Daily (DVTE) | In | Out | Total | In | Out | Total |
| **Existing Uses** | | | | | | | | | | | | | | | | | | | | | | |
| Marina[3] | 420 | Marina | 281 | Berths | 2.61 | 0.02 | 0.05 | 0.07 | 0.13 | 0.08 | 0.21 | 28% | 0% | 20% | 2% | 517 | 6 | 13 | 19 | 28 | 18 | 46 |
| Existing Office Space | 712 | Small Office Building | 22.204 | KSF | Accessory to the Marina | | | | | | | | | | | | | | | | | |
| Existing Retail Space | 822 | Strip Retail Plaza | 12.603 | KSF | Accessory to the Marina | | | | | | | | | | | | | | | | | |
| Charter Visitors[4] | | *Person-Trip Analysis* | 294 | Visitor Vehicles | 2.00 | 0.02 | 0.00 | 0.02 | 0.01 | 0.02 | 0.04 | 28% | 0% | 20% | 2% | 415 | 6 | 0 | 6 | 3 | 6 | 9 |
| Charter Employees[4] | | *Person-Trip Analysis* | 36 | Employee Vehicles | 2.00 | 1.00 | 0.00 | 1.00 | 0.00 | 0.50 | 0.50 | 0% | 0% | 0% | 25% | 54 | 27 | 0 | 27 | 0 | 14 | 14 |
| Employee Housing | 220 | Multifamily (Low-Rise) | 3 | DU | 6.21 | 0.10 | 0.31 | 0.41 | 0.32 | 0.20 | 0.52 | 0% | 0% | 0% | 25% | 14 | 0 | 1 | 1 | 1 | 0 | 1 |
| The Fresh Ketch Restaurant | 931 | Fine Dining Restaurant | 15.002 | KSF | 79.03 | 0.33 | 0.08 | 0.41 | 5.59 | 2.51 | 8.10 | 30% | 0% | 14% | 20% | 664 | 4 | 1 | 5 | 58 | 26 | 84 |
| ***TOTAL EXISTING USE*** | | | | | | | | | | | | **28%** | **0%** | **14%** | | **1,664** | **43** | **15** | **58** | **90** | **64** | **154** |
| **Proposed Uses** | | | | | | | | | | | | | | | | | | | | | | |
| Marina[3] | 420 | Marina | 281 | Berths | 2.61 | 0.02 | 0.05 | 0.07 | 0.13 | 0.08 | 0.21 | 32% | 13% | 18% | 13% | 434 | 5 | 10 | 15 | 25 | 17 | 42 |
| Additional Marina Uses (Buildings 1-4)[5] | 420 | Marina | 14.931 | KSF | Accessory to the Marina | | | | | | | | | | | | | | | | | |
| Building A Office | 712 | Small Office Building | 7.398 | KSF | Accessory to the Marina | | | | | | | | | | | | | | | | | |
| Building A and B Retail | 822 | Strip Retail Plaza | 13.485 | KSF | Accessory to the Marina | | | | | | | | | | | | | | | | | |
| Building B Restaurant | 933 | Fast Food Restaurant no Drive-Through | 4.777 | KSF | Accessory to the Marina | | | | | | | | | | | | | | | | | |
| Building C Coffee Shop | 936 | Coffee/Donut Shop no Drive-Through | 1.850 | KSF | Accessory to the Marina | | | | | | | | | | | | | | | | | |
| Boat Barn[6] | 420 | Marina | 100 | Berths | 2.61 | 0.02 | 0.05 | 0.07 | 0.13 | 0.08 | 0.21 | 32% | 13% | 18% | 13% | 154 | 2 | 3 | 5 | 9 | 6 | 15 |
| Charter Visitors[4] | | *Person-Trip Analysis* | 206 | Visitor Vehicles | 2.00 | 0.02 | 0.00 | 0.02 | 0.01 | 0.02 | 0.04 | 32% | 13% | 18% | 13% | 244 | 3 | 0 | 3 | 2 | 4 | 6 |
| Charter Employees[4] | | *Person-Trip Analysis* | 36 | Employee Vehicles | 2.00 | 1.00 | 0.00 | 1.00 | 0.00 | 0.50 | 0.50 | 0% | 0% | 0% | 36% | 46 | 23 | 0 | 23 | 0 | 12 | 12 |
| Charter Shuttles[4,7] | | *Person-Trip Analysis* | 16 | Shuttle Vehicles | 2.00 | 0.02 | 0.00 | 0.02 | 0.01 | 0.02 | 0.04 | 0% | 0% | 0% | 0% | 32 | 0 | 0 | 0 | 0 | 1 | 1 |
| Employee Housing | 220 | Multifamily (Low-Rise) | 3 | DU | 6.21 | 0.10 | 0.31 | 0.41 | 0.32 | 0.20 | 0.52 | 0% | 0% | 0% | 25% | 14 | 0 | 1 | 1 | 1 | 0 | 1 |
| Building B Office | 712 | Small Office Building | 8.763 | KSF | 14.39 | 1.36 | 0.28 | 1.64 | 0.73 | 1.43 | 2.16 | 50% | 25% | 50% | 27% | 46 | 7 | 1 | 8 | 2 | 5 | 7 |
| Building C Restaurant | 931 | Fine Dining Restaurant | 9.551 | KSF | 79.03 | 0.33 | 0.08 | 0.41 | 5.59 | 2.51 | 8.10 | 30% | 50% | 16% | 31% | 365 | 1 | 0 | 1 | 31 | 14 | 45 |
| Building D Restaurant | 931 | Fine Dining Restaurant | 13.193 | KSF | 79.03 | 0.33 | 0.08 | 0.41 | 5.59 | 2.51 | 8.10 | 30% | 50% | 16% | 31% | 504 | 1 | 1 | 2 | 43 | 19 | 62 |
| ***TOTAL PROPOSED USE*** | | | | | | | | | | | | **30%** | **13%** | **18%** | | **1,839** | **42** | **16** | **58** | **113** | **78** | **191** |
| ***PROJECT NET IMPACT*** | | | | | | | | | | | | | | | | ***175*** | ***-1*** | ***1*** | ***0*** | ***23*** | ***14*** | ***37*** |

NOTE: DVTE = Daily Vehicle Trip Ends; KSF = 1,000 square feet

Note 1: Standard daily trip and weekday PM rates are provided in the ITE Trip Generation, 12th Edition manual (2025).

Note 2: Non-Auto trips include travel made via boat for Dock and Dine. For the proposed uses, non-auto trips includes increased carpool, walk, bike, and TART connect usage due to paid parking.

Note 3: The marina rate includes uses associated with the slips, boat rentals, marina employees and day launches. The marina rate is based on ITE 11th edition.

Note 4: These are the 'Non-Accessory Charters' from Table 2 and are therefore not included in the marina land use.

Note 5: Additional marina uses includes common area, bathrooms and various support areas.

Note 6: As the Boat Barn will have regular activity out on the water due to the valet service, the Boat Barn is analyzed based on an effective number of berths.

Note 7: Under proposed conditions, the 40+ passenger charters will be required to shuttle their visitors on-site.

*Source: LSC Transportation Consultants, Inc.*

***Table 2: Tahoe Keys Marina Redevelopment - Peak Day Charter Visitors***

| Description | Accessory to the Marina | # of Boats | Passenger Limit | Total Peak Passengers | Trips per Day | People per Day | Vehicle Occupancy | Daily Vehicles |
|---|---|---|---|---|---|---|---|---|
| **Existing Commercial Charters** | | | | | | | | |
| 6-Person Charter | Accessory | 21 | 6 | 126 | 2 | 252 | 3.2 | 80 |
| 10-Person Charter | Accessory | 5 | 10 | 50 | 2 | 100 | 3.2 | 32 |
| 13-Person Charter | Non-Accessory | 15 | 13 | 195 | 2 | 390 | 3.2 | 122 |
| 16-Person Charter | Non-Accessory | 1 | 16 | 16 | 2 | 32 | 3.2 | 10 |
| 18-Person Charter | Non-Accessory | 1 | 18 | 18 | 2 | 36 | 3.2 | 12 |
| 20-Person Charter | Non-Accessory | 2 | 20 | 40 | 2 | 80 | 3.2 | 26 |
| 24-Person Charter | Non-Accessory | 1 | 24 | 24 | 2 | 48 | 3.2 | 16 |
| 32-Person Charter | Non-Accessory | 1 | 32 | 32 | 2 | 64 | 3.2 | 20 |
| 40-Person Charter | Non-Accessory | 1 | 40 | 40 | 2 | 80 | 3.2 | 26 |
| 48-Person Charter | Non-Accessory | 1 | 48 | 48 | 2 | 96 | 3.2 | 30 |
| 49-Person Charter | Non-Accessory | 1 | 49 | 49 | 2 | 98 | 3.2 | 32 |
| *Subtotal Accessory Charters* | | *26* | | *176* | | *352* | | *112* |
| *Subtotal Non-Accessory Charters* | | *24* | | *462* | | *924* | | *294* |
| ***Subtotal All Existing Charters*** | | ***50*** | | ***638*** | | ***1,276*** | | ***406*** |
| **Proposed Commercial Charters** | | | | | | | | |
| 6-Person Charter | Accessory | 21 | 6 | 126 | 2 | 252 | 3.2 | 80 |
| 10-Person Charter | Accessory | 5 | 10 | 50 | 2 | 100 | 3.2 | 32 |
| 13-Person Charter | Non-Accessory | 15 | 13 | 195 | 2 | 390 | 3.2 | 122 |
| 16-Person Charter | Non-Accessory | 1 | 16 | 16 | 2 | 32 | 3.2 | 10 |
| 18-Person Charter | Non-Accessory | 1 | 18 | 18 | 2 | 36 | 3.2 | 12 |
| 20-Person Charter | Non-Accessory | 2 | 20 | 40 | 2 | 80 | 3.2 | 26 |
| 24-Person Charter | Non-Accessory | 1 | 24 | 24 | 2 | 48 | 3.2 | 16 |
| 32-Person Charter | Non-Accessory | 1 | 32 | 32 | 2 | 64 | 3.2 | 20 |
| 40-Person Charter[1,2] | Non-Accessory | 1 | 40 | 40 | 2 | 80 | 20 | 4 |
| 48-Person Charter[1,2] | Non-Accessory | 1 | 48 | 48 | 2 | 96 | 20 | 6 |
| 49-Person Charter[1,2] | Non-Accessory | 1 | 49 | 49 | 2 | 98 | 20 | 6 |
| *Subtotal Accessory Charters* | | *26* | | *176* | | *352* | | *112* |
| *Subtotal Non-Accessory Charters (<40 passengers)* | | *21* | | *325* | | *650* | | *206* |
| *Subtotal Non-Accessory Charters (≥40 passengers)* | | *3* | | *137* | | *274* | | *16* |
| ***Subtotal All Proposed Charters*** | | ***50*** | | ***638*** | | ***1,276*** | | ***334*** |

*Note 1: Under proposed conditions, passenger charter vessels with 40 or more passengers will be required to shuttle their visitors on-site.*

*Note 2: The average shuttle vehicle is assumed to be a minibus that can accommodate 20 visitors.*

*Source: LSC Transportation Consultants, Inc.*

**Table 3: Tahoe Keys Marina Redevelopment - Vehicle Miles Traveled (VMT)**

| Description | Peak Day Trips [1] | Peak Day - to - Average Annual Factor | Average Annual Daily Vehicle Trips | TRPA VMT Analysis: Tahoe Basin Average Trip Length (Miles) [2] | TRPA VMT Analysis: Annual Average Daily Tahoe Basin VMT | TRPA VMT Analysis: % of Total Avg Daily VMT |
|---|---|---|---|---|---|---|
| **Existing Uses** | | | | | | |
| Marina | 517 | 0.30 | 155 | 5.31 | 824 | 15% |
| Charter Visitors | 415 | 0.42 | 173 | 5.31 | 918 | 16% |
| Charter Employees | 54 | 0.46 | 25 | 5.31 | 132 | 2% |
| Employee Housing | 14 | 1.00 | 14 | 5.31 | 74 | 1% |
| The Fresh Ketch Restaurant | 664 | 1.00 | 664 | 5.31 | 3,526 | 62% |
| Seasonal Launches | - | - | 32 | 5.31 | 170 | 3% |
| **Total Exisitng Marina** | **1,664** | | **1,063** | | **5,644** | |
| **Proposed Uses** | | | | | | |
| Marina | 434 | 0.30 | 130 | 5.31 | 691 | 12% |
| Charter Visitors | 244 | 0.42 | 102 | 5.31 | 540 | 9% |
| Charter Employees | 46 | 0.46 | 21 | 5.31 | 113 | 2% |
| Employee Housing | 14 | 1.00 | 14 | 5.31 | 74 | 1% |
| Building D Restaurant | 504 | 0.82 | 413 | 5.31 | 2,195 | 37% |
| Seasonal Launches | - | - | 32 | 5.31 | 170 | 3% |
| Charter Shuttles | 32 | 0.42 | 13 | 5.31 | 71 | 1% |
| Boat Barn Launches | 154 | 0.30 | 46 | 5.31 | 245 | 5% |
| Building B Office | 46 | 0.71 | 33 | 5.31 | 174 | 3% |
| Building C Restaurant | 365 | 0.82 | 299 | 5.31 | 1,589 | 28% |
| **Total Proposed Use** | **1,839** | | **1,104** | | **5,862** | |
| **PROJECT NET IMPACT** | **175** | | **41** | | **218** | |
| *Percent Change* | *11%* | | *4%* | | *4%* | |
| **Low VMT Screening Criteria for TRPA** | | | | | **715** | |
| VMT Mitigation Needed | | | | | 0 | |

DU= Dwelling Unit. KSF = 1,000 Square Feet

Shaded cells indicate new uses.

Note 1: Reference Table 2 for trip generation of existing and proposed land uses.

Note 2: The Tahoe Keys Marina is located in PIA Zone 14 which has a zone average trip length of 5.31 miles.

*Source: LSC Transportation Consultants, Inc.*

***Table 4: Tahoe Keys Marina Redevelopment - Parking Analysis***

| Description | Quantity | Unit | Parking Ratio Category | | Parking Rate[1] | Required Parking Spaces for Individual Use | Internal Reduction | Non-Auto Reduction | Peak Parking Spaces Required After Reductions |
|---|---|---|---|---|---|---|---|---|---|
| **Proposed Uses** | | | | | | | | | |
| Marina | 281 | Slips | Marina | 0.33 | spaces per slip | 94 | 18% | 13% | 67 |
| | 110 | Employees[2,3] | Marina | 1.00 | space per employee | 110 | 0% | 36% | 70 |
| Boat Barn | 100 | Slips | Marina | 0.33 | spaces per slip | 33 | 18% | 13% | 24 |
| Charter Peak Passengers[4] | 325 | Passengers | Person-Trip | 0.33 | spaces per passenger | 108 | 18% | 13% | 77 |
| Charter Employees | 36 | Employee Vehicles | Person-Trip | 1.00 | space per employee vehicle | 36 | 0% | 36% | 23 |
| Employee Housing | 3 | DU | Employee Housing | 2 | spaces per 2+ bedroom unit | 6 | 0% | 0% | 6 |
| | | | | 1 | guest space per 4 units | 1 | 0% | 0% | 1 |
| Building 3 + 4 Restaurants - Fine Dining | 22.7 | KSF | Eating and Drinking Places | 1 | space per 150 square feet | 152 | 16% | 31% | 88 |
| Office | 8.8 | KSF | Professional Office | 1 | space per 250 square feet | 35 | 50% | 27% | 13 |
| ***TOTAL PROPOSED USE*** | | | | | | **575** | | | **369** |

NOTE: DU = Dwelling Units; KSF = 1,000 square feet

Note 1: Parking rates are found in the South Lake Tahoe City Code sections 6.10.410 and 6.85.030

Note 2: Marina employees include employees with Suntex, the Boat Barn, Boat Rentals, Boat Showroom, Accessory Charter and the valet.

Note 3: Employees from the employee housing were removed from this number to avoid double counting.

Note 4: Total passengers assumes each charter is at maximum capacity. Excludes the accessory charters and the large charters that are shuttled in.

*Source: LSC Transportation Consultants, Inc. and South Lake Tahoe City Code*

***Table 5: Tahoe Keys Marina Redevelopment - Hourly Shared Parking Demand***

| Hour of Day | Marina/ Boat Barn | Non-Accessory Charter Visitors | Marina and Charter Employees | Fine Dining Restaurant | Office | Employee Housing | Total Peak Demand | | |
|---|---|---|---|---|---|---|---|---|---|
| Individual Use Demand | 91 | 77 | 93 | 88 | 13 | 7 | 369 | | |
| **Hourly Variation in Parking Demand (Percent of Peak Demand)** | | | | | | | | | |
| 6 am | 1% | 4% | 50% | 0% | 3% | 89% | | | |
| 7 am | 5% | 13% | 50% | 3% | 14% | 91% | | | |
| 8 am | 10% | 26% | 50% | 7% | 48% | 92% | | | |
| 9 am | 25% | 42% | 50% | 11% | 88% | 92% | | | |
| 10 am | 50% | 51% | 50% | 26% | 100% | 92% | | | |
| 11 am | 65% | 57% | 50% | 47% | 96% | 92% | | | |
| 12 pm | 85% | 62% | 50% | 77% | 79% | 92% | | | |
| 1 pm | 95% | 64% | 50% | 77% | 82% | 92% | | | |
| 2 pm | 100% | 66% | 75% | 69% | 95% | 92% | | | |
| 3 pm | 95% | 64% | 100% | 45% | 91% | 92% | | | |
| 4 pm | 90% | 57% | 75% | 54% | 79% | 92% | | | |
| 5 pm | 95% | 49% | 50% | 79% | 56% | 94% | | | |
| 6 pm | 100% | 38% | 50% | 96% | 23% | 96% | | | |
| 7 pm | 95% | 25% | 50% | 100% | 14% | 100% | | | |
| 8 pm | 90% | 13% | 50% | 100% | 5% | 100% | | | |
| 9 pm | 65% | 4% | 50% | 100% | 3% | 100% | | | |
| 10 pm | 10% | 0% | 50% | 96% | 1% | 100% | | | |
| 11 pm | 0% | 0% | 50% | 50% | 0% | 98% | | | |
| 12 am | 0% | 0% | 50% | 15% | 0% | 95% | | | |
| **Parking Demand** | | | | | | | **Total Hourly Demand** | **Proposed Parking Spaces[1]** | **Parking Deficit/ Surplus** |
| 6 am | 1 | 3 | 47 | 0 | 0 | 6 | 57 | 251 | 194 |
| 7 am | 5 | 10 | 47 | 3 | 2 | 6 | 73 | 251 | 178 |
| 8 am | 9 | 20 | 47 | 6 | 6 | 6 | 94 | 251 | 157 |
| 9 am | 23 | 32 | 47 | 10 | 11 | 6 | 129 | 251 | 122 |
| 10 am | 46 | 39 | 47 | 23 | 13 | 6 | 174 | 251 | 77 |
| 11 am | 59 | 44 | 47 | 41 | 12 | 6 | 209 | 251 | 42 |
| 12 pm | 77 | 48 | 47 | 68 | 10 | 6 | 256 | 251 | -5 |
| 1 pm | 86 | 49 | 47 | 68 | 11 | 6 | 267 | 251 | -16 |
| 2 pm | 91 | 51 | 70 | 61 | 12 | 6 | 291 | 251 | -40 |
| 3 pm | 86 | 49 | 93 | 40 | 12 | 6 | 286 | 251 | -35 |
| 4 pm | 82 | 44 | 70 | 48 | 10 | 6 | 260 | 251 | -9 |
| 5 pm | 86 | 38 | 47 | 70 | 7 | 7 | 255 | 251 | -4 |
| 6 pm | 91 | 29 | 47 | 84 | 3 | 7 | 261 | 251 | -10 |
| 7 pm | 86 | 19 | 47 | 88 | 2 | 7 | 249 | 251 | 2 |
| 8 pm | 82 | 10 | 47 | 88 | 1 | 7 | 235 | 251 | 16 |
| 9 pm | 59 | 3 | 47 | 88 | 0 | 7 | 204 | 251 | 47 |
| 10 pm | 9 | 0 | 47 | 84 | 0 | 7 | 147 | 251 | 104 |
| 11 pm | 0 | 0 | 47 | 44 | 0 | 7 | 98 | 251 | 153 |
| 12 am | 0 | 0 | 47 | 13 | 0 | 7 | 67 | 251 | 184 |

Source: Shared Parking (Urban Land Institute Shared Parking, 3rd Edition, 2020).

Note 1: A total of 251 parking spaces are proposed to be provided for the marina, 69 of which are triple stacked valet parking.

*Source: LSC Transportation Consultants, Inc.*

***Table 6: Tahoe Keys Marina Redevelopment - Hourly Shared Parking Demand - With Mitigations***

| Hour of Day | Marina/ Boat Barn | Non-Accessory Charter Visitors | Marina and Charter Employees | Fine Dining Restaurant | Office | Employee Housing | Total Peak Demand | | |
|---|---|---|---|---|---|---|---|---|---|
| Individual Use Demand | 91 | 77 | 47 | 88 | 13 | 7 | 323 | | |
| **Hourly Variation in Parking Demand (Percent of Peak Demand)** | | | | | | | | | |
| 6 am | 1% | 4% | 50% | 0% | 3% | 89% | | | |
| 7 am | 5% | 13% | 50% | 3% | 14% | 91% | | | |
| 8 am | 10% | 26% | 50% | 7% | 48% | 92% | | | |
| 9 am | 25% | 42% | 50% | 11% | 88% | 92% | | | |
| 10 am | 50% | 51% | 50% | 26% | 100% | 92% | | | |
| 11 am | 65% | 57% | 50% | 47% | 96% | 92% | | | |
| 12 pm | 85% | 62% | 50% | 77% | 79% | 92% | | | |
| 1 pm | 95% | 64% | 50% | 77% | 82% | 92% | | | |
| 2 pm | 100% | 66% | 75% | 69% | 95% | 92% | | | |
| 3 pm | 95% | 64% | 100% | 45% | 91% | 92% | | | |
| 4 pm | 90% | 57% | 75% | 54% | 79% | 92% | | | |
| 5 pm | 95% | 49% | 50% | 79% | 56% | 94% | | | |
| 6 pm | 100% | 38% | 50% | 96% | 23% | 96% | | | |
| 7 pm | 95% | 25% | 50% | 100% | 14% | 100% | | | |
| 8 pm | 90% | 13% | 50% | 100% | 5% | 100% | | | |
| 9 pm | 65% | 4% | 50% | 100% | 3% | 100% | | | |
| 10 pm | 10% | 0% | 50% | 96% | 1% | 100% | | | |
| 11 pm | 0% | 0% | 50% | 50% | 0% | 98% | | | |
| 12 am | 0% | 0% | 50% | 15% | 0% | 95% | | | |
| **Parking Demand** | | | | | | | **Total Hourly Demand** | **Proposed Parking Spaces[1]** | **Parking Deficit/ Surplus** |
| 6 am | 1 | 3 | 24 | 0 | 0 | 6 | 34 | 251 | 217 |
| 7 am | 5 | 10 | 24 | 3 | 2 | 6 | 50 | 251 | 201 |
| 8 am | 9 | 20 | 24 | 6 | 6 | 6 | 71 | 251 | 180 |
| 9 am | 23 | 32 | 24 | 10 | 11 | 6 | 106 | 251 | 145 |
| 10 am | 46 | 39 | 24 | 23 | 13 | 6 | 151 | 251 | 100 |
| 11 am | 59 | 44 | 24 | 41 | 12 | 6 | 186 | 251 | 65 |
| 12 pm | 77 | 48 | 24 | 68 | 10 | 6 | 233 | 251 | 18 |
| 1 pm | 86 | 49 | 24 | 68 | 11 | 6 | 244 | 251 | 7 |
| 2 pm | 91 | 51 | 35 | 61 | 12 | 6 | 256 | 251 | -5 |
| 3 pm | 86 | 49 | 47 | 40 | 12 | 6 | 240 | 251 | 11 |
| 4 pm | 82 | 44 | 35 | 48 | 10 | 6 | 225 | 251 | 26 |
| 5 pm | 86 | 38 | 24 | 70 | 7 | 7 | 232 | 251 | 19 |
| 6 pm | 91 | 29 | 24 | 84 | 3 | 7 | 238 | 251 | 13 |
| 7 pm | 86 | 19 | 24 | 88 | 2 | 7 | 226 | 251 | 25 |
| 8 pm | 82 | 10 | 24 | 88 | 1 | 7 | 212 | 251 | 39 |
| 9 pm | 59 | 3 | 24 | 88 | 0 | 7 | 181 | 251 | 70 |
| 10 pm | 9 | 0 | 24 | 84 | 0 | 7 | 124 | 251 | 127 |
| 11 pm | 0 | 0 | 24 | 44 | 0 | 7 | 75 | 251 | 176 |
| 12 am | 0 | 0 | 24 | 13 | 0 | 7 | 44 | 251 | 207 |

Source: Shared Parking (Urban Land Institute Shared Parking, 3rd Edition, 2020).

Note 1: A total of 251 parking spaces are proposed to be provided for the marina, 69 of which are triple stacked valet parking.

*Source: LSC Transportation Consultants, Inc.*

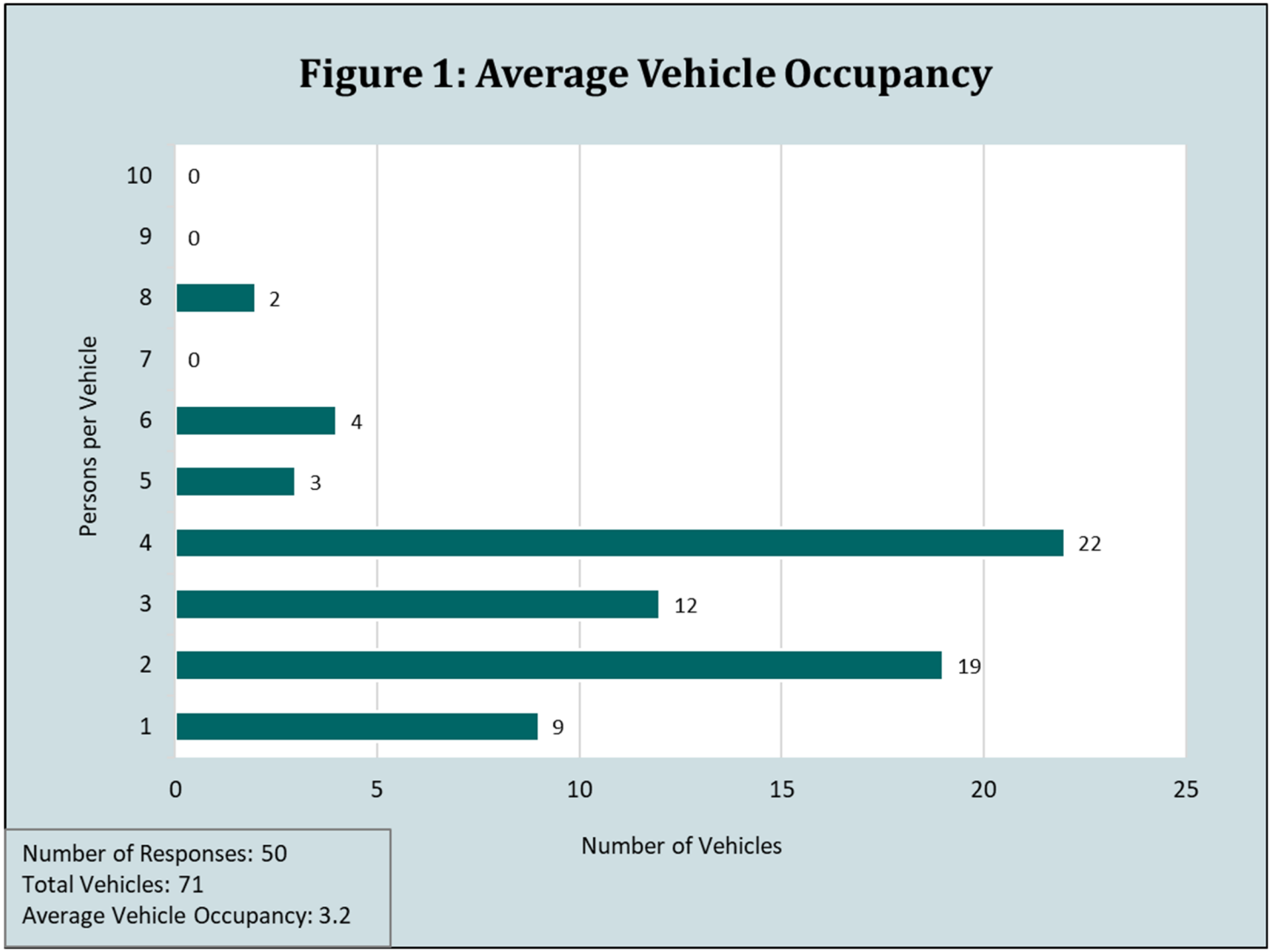


Figure 1: Average Vehicle Occupancy
Persons per Vehicle
10
9
8
7
6
5
4
3
2
1
0
0
2
0
4
3
22
12
19
9
0
5
10
15
20
25
Number of Vehicles
Number of Responses: 50
Total Vehicles: 71
Average Vehicle Occupancy: 3.2

# ALL PUBLIC COMMENTS RECEIVED

# DURING PUBLIC CIRCULATION PERIOD

**From:** Jesus Diaz
**To:** John Hitchcock
**Cc:** Amy Diaz
**Subject:** My wife and I fully support the Tahoe Keys Marina Redevelopment Project
**Date:** Friday, April 17, 2026 2:37:00 AM

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Hitchcock:

My wife and I own a vacation condo across from Tahoe Keys Marina (439 Ala Wai Blvd., Unit 93). We fully support the Tahoe Keys Marina Redevelopment Project. We believe the redevelopment of a dilapidated marina into a world class marina will be good for the environment and the community.

Best regards,

Jesus

Jesus Diaz

(305) 458-2900
jesusdiaz@bellsouth.net

**From:** Roll, Stuart@Tahoe
**To:** John Hitchcock
**Cc:** Prior, Kevin@Tahoe; Greenberg, Jen@Tahoe
**Subject:** Conservancy Comment Letter for Tahoe Keys Marina Redevelopment Project
**Date:** Monday, May 4, 2026 3:49:20 PM
**Attachments:** Tahoe_Keys_Marina_Redevelopment_CEQA_Conservancy_Comments_5_4_2026docx.pdf

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Dear John,

Hope all is well.

Please find the attached Conservancy comment letter for the Tahoe Keys Marina Redevelopment CEQA document. As we say in the letter, we would be happy to share any biological documentation from the Marsh project, if that could be helpful.

Cheers,

**Stuart Roll** | Watershed Program Supervisor
California Tahoe Conservancy
1061 3rd St, South Lake Tahoe, CA 96150
(530)-543-6031 office | 530-318-3256 mobile
tahoe.ca.gov

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1061 Third Street
South Lake Tahoe, CA 96150

**PHONE** 530-542-5580
**FAX** 530-542-5567
**EMAIL** info@tahoe.ca.gov

**tahoe.ca.gov**

May 4, 2026

John Hitchcock
Planning Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

**Re: California Tahoe Conservancy Comment on the Tahoe Keys Marina Redevelopment Public Draft CEQA Mitigated Negative Declaration**

Dear John,

The California Tahoe Conservancy (Conservancy), as a State Reviewing Agency, has the following comment on the Tahoe Keys Marina Redevelopment Project (Project) Initial Study/Mitigated Negative Declaration (IS/MND). A California endangered species, the willow flycatcher (Empidonax traillii), is present within the Biological Study Area however the species is not mentioned in the Project CEQA document.

The willow flycatcher is listed under the California Endangered Species Act, and the Conservancy has documented its presence in the Upper Truckee Marsh within half a mile of the proposed Project. As part of the Conservancy's Upper Truckee Marsh Restoration Project, biologists surveyed for and identified the presence of willow flycatchers, with potential breeding activity in dense willow vegetation, at the confluence of Trout Creek and the mouth of the Upper Truckee River within the Upper Truckee Marsh.

Please consider including this information in the Project's final CEQA document. The Conservancy can provide the wildlife survey information that documents the willow flycatcher detections and habitat in the Upper Truckee Marsh, to the City of South Lake Tahoe.

In summary, we appreciate the opportunity to provide comments on the public draft IS/MND. Please feel free to reach out to my staff with any questions regarding this comment.

Sincerely,

Stuart Roll

Stuart Roll
Conservancy Acting Natural Resources Director

Cc: Kevin Prior, Conservancy Lands Division Director
Jen Greenberg, Conservancy Acting Watershed Program Supervisor

| | |
|---|---|
| **From:** | Al Miller |
| **To:** | PublicComment; John Hitchcock; Cody Bass; Heather Horgan; Keith Roberts; David Jinkens; Scott Robbins; Jason.Vasques@tahoe.ca.gov; Scott.Carroll@tahoe.ca.gov |
| **Cc:** | Lahontan; Letton, Ben@Waterboards; Julie Regan; Graham St. Michel |
| **Subject:** | Comments on the CEQA IS/MND for Tahoe Keys Marina Remodel Project |
| **Date:** | Saturday, May 30, 2026 5:05:08 PM |
| **Attachments:** | Tahoe Keys Marina Remodel - Comments on a Negative Declaration incl Attachments, 6-11-26 City PC Meeting.pdf |

---

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Mr. Hitchcock,

I extend my thanks to you and the City for revising the public comment period for the public CEQA review to end at 5pm June 1, 2026. Please see my written comments attached. I've merged the three files (two attachments) into a single pdf for convenience. Please inform me if there will be any change to the June 11, 2026 Planning Commision meeting when the public hearing in this matter is planned. Thank you for considering my comments on this Project.

Regards, Alan Miller, Professional Engineer

**Public interest Comments on the Initial Study/Mitigated Negative Declaration**

**Tahoe Keys Marina Redevelopment Project, April 2026, City of South Lake Tahoe**

Via email to publiccomment@cityofslt.us and others

May 30, 2026

Planning Commissioners, City Council Members, Agency staff and Interested Persons,

Thank you for the opportunity to comment. Please include the following comments and attachments on the above cited Project for your public record and your consideration of the Project. I have combined all comments into one file for convenience.

Alan Miller, Professional Engineer

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**Executive Summary**:

An Environmental Impact Report (EIR) is required due to significant and potentially significant adverse effects on the environment, reasonably foreseeable direct and indirect significant or potentially significant adverse effects and cumulative adverse effects with other projects. Mitigation for all significant effects is not always feasible, and that may be the case with this Project. The EIR process provides an avenue to approve of the Project despite the above if impacts and mitigation measures are further studied and developed and overriding circumstances are applicable, as found by the lead agency. The environmental documentation presented is legally deficient and insufficient to support a finding of no significant environmental effect, thus an EIR is required.

**Planning Framework**

The City of South Lake Tahoe (City/lead Agency) has presented an Initial Study/Mitigated Negative Declaration (IS/MND) for adoption by the City Planning Commission (PC) under provisions of the California Environmental Quality Act (CEQA) for some proposed changes at the existing Tahoe Keys Marina (TKM). The IS/MND was prepared by NCE, a private consultant for the City, and the City has made a Finding of No Significant Effect (FONZE) for the Project based on the IS/MND. Keep in mind the purpose of the IS/MND is to evaluate reasonably foreseeable potential adverse changes to the existing environment and mitigate any such direct and indirect effects so that an Environmental Impact Report (EIR) entailing a greater level of analysis and mitigation measure development is not required. Thus, the City and NCE are soliciting input on the IS/MND and proposed FONZE from other agencies and interested members of the public such as me to assess whether all potentially significant impacts are identified and mitigated to support a FONZE. In my expert opinion I assert the FONZE is not supported under the requirements of CEQA and an EIR is thus required. I am happy to explain my views herein.

Commenter Credentials

I am Alan Miller, a professional civil and environmental engineer, a former Chief of the North Basin Regulatory Unit with the Lahontan Regional Water Quality Control Board until my retirement in 2018. My specialties include water quality control and solid waste management. Among my many duties for those 25 years of public service on behalf of water quality was regulating the twelve marinas on the California side of Lake Tahoe, issuing and enforcing waste discharge requirements (permits) under state and federal laws applicable to the marina

industry, issuing dredging permits, reviewing reports, conducting inspections and water monitoring, taking enforcement actions, responding to spills and emergencies, and reviewing project documentation much like this for projects under CEQA, the National Environmental Policy Act (NEPA), and the Tahoe Regional Planning Agency (TRPA) system of environmental review for projects in the Lake Tahoe basin (which is neither CEQA nor NEPA). I have over 49,000 hours of professional work as a water quality regulator for the Lahontan Water Quality Board, not including my five years at University and substantial post-retirement activist work since 2018.

At the outset, let me state that I am not against boating, in general, or fun on the water. My father owned a speedboat which we used on the Mississippi River and other large rivers and I later lived on the shore of Clear Lake, Iowa, with a private dock at my family house and recreational boats of all kinds. I was a water skier before I was a snow skier. I crewed and skippered on the Lahontan Water Board vessel and crewed on sailboats on Lake Tahoe.

At the same time, I know first-hand that recreational boating is not without its impacts. Marinas are the industrial side of it, including maintenance and repairs of various kinds involving industrial products like oils and hydraulic fluids, abrasives and hull paints, waxes, cleaning agents, fueling and spills, sanitary wastes, hydrocarbon emissions and discharges, aquatic invasive species proliferation and more. There is much to consider that generally goes *unconsidered* or that is discounted as "insignificant." In addition, there is a lot of activity that occurs that is difficult to manage or control with the recreational boating public. Greater boater awareness of their impacts is needed so that they may be better managed and prevented or reduced. These would be things like impacts from cleaning and waxing boats on the water, discharges of contaminants in bilge water (there is no collection systems for treatment), improper sanitary waste disposal, sanding and painting vessels onsite, not reporting spills of fuel or other wastes to waters, litter and barbecue ash overboard, playing music at excessive volume to overcome engine noise, discharging heat from cooling water (i.e., from engine maintenance) to natural waters, etc., etc. The environmental documentation fails to describe management or other controls to reduce or prevent impacts for such foreseeable activities and that is needed.

Nature of the Comments

I am going to write a lot of comments with the objective of disclosing the significant and potentially significant effects of the Project as I see them, with the understanding that if the potential adverse effects are not known no mitigation will apply and so the adverse effects no one wants or anticipates are more likely to occur. I will mainly comment on what is missing from the document that makes it deficient rather than line-by-line nit-picking. I'm not seeking to "pile on" for bulk and if I don't comment on something I probably don't have a significant concern with it. My experience tells me this Project will be approved one way or another, so whatever impacts occur may be long-lasting and widespread if not mitigated. I seek to prevent adverse effects before they occur so people aren't harmed and so *ad hoc* and lame mitigations don't have to be developed later, or not at all.

I will write from first-hand experience with the Tahoe marinas, including TKM, as well as a host of other related topics. For instance, I assisted to write the Water Quality Control Plan for the Lahontan Region (Basin Plan) cited in the IS/MND and had thorough familiarity with the Lake Tahoe Total Maximum Daily Load (TMDL) regulations developed to reverse the ongoing and uninterrupted degradation of Lake Tahoe clarity, including since the regulations were adopted by the Lahontan Water Board in 2012. I supervised the staff that wrote the current operating permit for the Lake Tahoe marinas, Board Order No. R6T-2016-038, a National Pollutant Discharge Elimination System (NPDES) permit for storm water discharges from industrial activities associated with marina operations (Marina General Permit). Thus, my opinions are based on expertise with engineering and water quality gained from my university education and state credentialing and service, as well as significant post-retirement engagement on certain environmental issues.

Most notably issues that concern me here include microplastics from unaddressed sources within Lake Tahoe, namely, the plastics associated with shoreline structures, the marina industry and the recreational boating industry in general. I have also opposed the unfettered rollout of wireless technologies for telecommunications and internet service that has adversely altered the Tahoe basin ecology and environment in ways unexamined by any agency, most notably TRPA—which has legal jurisdiction over any "activity" that may adversely affect the Tahoe environment and has failed to exercise that authority over the telecommunications industry in an abject and unreasonable disregard for duty under law and abandonment of the public trust. The purpose of mentioning that here is not to revisit the past and TRPA's many failings, but to bring the public record from the past forward with specific regard to this Project

at the existing TKM. Most pointedly, the TKM is currently the site of a cellular macrotower as mentioned (but not rendered pictorially) in the IS/MND, probably because it is ugly and out-of-place except that TKM is an industrial site. It also happens to be adjacent to and adverse to the most important water quality feature in the entire Tahoe region, the scenic Upper Truckee River and Marsh, under active and ongoing restoration by the CA Lake Tahoe Conservancy (CTC) to protect Lake Tahoe.

Introductory Remarks on the Project and Documentation

I am going to make some introductory remarks to frame the issues as I see them for this Project and then review and comment on specific parts of the IS/MND I find to be deficient (less on its included effect Checklist). This may be with regard to objective standards, incomplete or missing relevant information, missing or dismissing adverse effects, or effects otherwise objectionable to me based on "fair argument" about "reasonably foreseeable adverse effects " I will present. I will augment the public record with regard to the TKM, its past and history, and the predictable effects of continued operations under the proposal to expand the built improvements at TKM as desired by the new owner/operator and boating public TKM serves. I will show the Project approval as proposed will have significant and potentially significant effects on water quality, public access, public recreation areas, and the ecology of Lake Tahoe and why the only legitimate avenue to legal approval of the Project, if there is one, is through completion of an EIR.

I have written, "Keep Tahoe pure; microplastics endure. Use wood, metal and stone in the shorezone." I have a different vision for the TKM and boating in general at Lake Tahoe, which has a truly world-class level of contamination with microplastics based on sampling of open Lake areas; I suspect based on my expertise and sampling that microplastics levels in the Tahoe Keys are much worse, and the TKM Lagoon and sediments are loaded with some of the most toxic plastics such as polyvinyl chloride (PVC) from the plastic-composite docks recently replaced. On that basis I would like to encourage and see something like a return to boating in the 1950s era, before plastics saw widespread uses in the boating industry.

I want elegant wood, metal, stone and glass to replace the plastics in the shoreline structures and wooden and metal boats on the waters. The "classic" and beautiful wooden boats could be revived at Lake Tahoe, and metal like the steamships of old or modern steel and aluminum, to become the norm. The plastic has to be removed. Lake Tahoe is already degraded by soil particles and algae but, as bad as that is, it is nothing compared to impairing the waters for drinking, wildlife and other purposes with long-lived toxic contaminants such as the

microplastics at extraordinary levels. Such are the unexamined impacts from boating on water quality due to microplastics that will be very difficult to reverse in Lake Tahoe. My vision is a major tweak to what exists but not unattainable over time, even within the scope of the proposed Project. In that way the ongoing effects of plastics could be reduced and eventually eliminated as sources. The largest sources of microplastics at TKM, other than plastic boats, have been removed but the legacy of plastic mismanagement remains in the sediment and waters. These are all ideas to mitigate the past harms going forward.

The IS/MND is somewhat to very misleading about what the PC is being asked to approve. I visited the TKM in May 2026 and saw that many redevelopment activities at TKM have already been completed. Examples include that floating dock surfaces and floats have been replaced with new concrete and plastic, respectively, all the gangways have been replaced, and this is described in IS/MND 2.1.1. The sheet-pile bulkheads have been replaced around much if not all of the TKM perimeter, new paving has been constructed in the boat storage and area and there are probably other things that have less obviously been "repaired and replaced" or modified. At the same time the closed Fresh Catch restaurant (slated for demolition, see below) is left to rot, its paint peeling and flaking off into the soil and waters adjacent the fueling dock—as it has for years. This approval under CEQA is not needed to demolish the Fresh Catch, as implied. I can understand that nothing *appears* sensitive in this environment which has been so heavily impacted for so long. As such there is a need to reconcile the former and existing conditions that have been changed piecemeal under City and TRPA approvals.



Fresh Catch and Fuel Dock; flaking paint on bldg, vessel hull. Emissions to soil and waters.

A general comment is that the IS/MND is not suitable to present in its present form for adoption due to errors, omissions, inconsistencies and contradictions; it is a rather incomplete and confusing jumble, as I'll explain, with discrepancies between what exists and is proposed, impacts from continued and expanded marina operations unaddressed in any detail and questions on what specifically the PC is approving of with this Project, versus what's already completed or may be changed later. There is much repetitive redundancy, not all of which is internally consistent. These deficiencies should be remedied with an EIR for the Project that is clear, current with existing conditions and development progress, and consistent.

**Storm Water Management**

Construction Activity

The statewide Construction Activity Storm Water General Permit does not apply and should be stricken at several locations, along with supporting text if inapplicable. The correct permit is the Tahoe Construction Activity Storm Water General Permit also referenced in several locations in the IS/MND, an internal inconsistency that riddles the document. The Tahoe "CGP" is a zero-discharge permit with regard drainage leaving the construction site for the first inch of rain. How will that requirement be met during demolition and construction?

Marina General Permit

See https://www.waterboards.ca.gov/lahontan/water_issues/available_documents/#permits for the Marina General Permit. There is no indication that anybody on the developer side or consultant has any awareness of these Marina General Permit requirements, nor any indication that the current owner has obtained coverage by completing a notice of intent to comply. I can't vouch for the prior owner of TKM, but assume it was covered. The Permit is a shield from liability and discharges of industrial storm water as may have occurred without an NPDES Permit may be subject to substantial civil liability. The "discharger" may contact Lahontan Water Board staff, make an appointment to review files, get Marina General Permit coverage. They'll work with the Project proponent.

The Marina General Permit wasn't mentioned in the whole IS/MND write-up. It is a wonder to me that the IS/MND is touting improved storm water management as an objective of the Project—with no details provided—but the industrial storm water requirements have been in place for many years. The TKM had gravel trenches for the buildings and parking lots since the 1990s era anyway, and an area for managing dredged materials and associated wastewater. I have no doubt the existing "Best Management Practices" need maintenance and refurbishment/upgrades.

Storm Water Mitigation Lacks Details

I wrote that no details of storm water management and treatment systems are provided to describe how "mitigation" for pollutants will function to reduce impacts on the constrained site during and after build out. Mere assertions that the developer will do this or that to comply with permits gives no assurance that requirements can actually be met, thus deficient mitigation is proposed based on assertions and no discussion of site constraints or how storm water requirements will be met, at least at a conceptual-design level. Given the proposal to import 3500 cubic yards (CY) of foreign fill material to raise the foundations of the building by 2.5 feet perhaps there will underground storage chambers for storm water retention but that is a pure guess because there is nothing other than assertions about improved storm water systems, and that is the extent of it.

I note that pdf p24 indicates TRPA has classed the Project site as Land Capability Class 6, the highest for development. The Project site is filled, compacted meadow. The Class 6 designation is artificial. In the area near the TKBHA parking lot and the Water Tank and Storage Facility I recently observed water levels two feet or less below grade. That is generally not consistent

with Class 6 land. Class it how you want but the constraints with ground water are real, not artificial. Typically, five feet of separation is required from storm water system infiltration surfaces and potential ground water elevations and there is no indication in the IS/MND of how that will be met with two feet to ground water, at least in some areas.

The environmental documentation needs to demonstrate how and where the storm water will be managed on the site, including snow and snowmelt. No collection systems and flows paths for storm water are provided in the IS/MSD to demonstrate how applicable requirements will be met on the Project site such that impacts will be mitigated, versus just writing that "Best Management Practices" will be applied. Which BMPs and where is the question, at least enough to demonstrate impacts will be mitigated. It is another deficiency of the IS/MND that must be remedied.

Managing Storm Water as Snow

With the Fresh Catch closed for years and little boating activity in the colder months the TKM has had limited need for plowing and storing snow. That is the existing environment. It appears that could all change to year-round operations even if boating activity is minimal in winter conditions. The Project needs a management plan for snow storage so that snow removal and storage does not adversely impact soil, groundwater or surface waters, and so that snowmelt either infiltrates the soil in designated areas. Will snow be removed from the piers for winter access? During construction? If so, in what manner, i.e., shoveled or blown into the water with a snowblower, "Bobcat" grader, other, and what are the potential impacts and mitigation measures?

In addition, consideration needs to be given to where snow is going to be stored with the changes proposed to paving and circulation patterns and year-round commercial operations. Dredging has often been conducted in the "off-season" when boaters are fewer. If that will occur, how will wastes, site access and public access be managed? It is not acceptable to bypass storm water treatment systems and push snow from the parking areas or building roofs into the TKM Lagoon. It is not acceptable to fill surface basins (with none shown) or other retention systems for storm water with snow and ice (or dredging wastes and wastewater) if capacity for treatment and or storage of liquid water is adversely affected. Cove East sees much use by winter visitors and with no sidewalks along Venice drive the environmental documentation needs to demonstrate how potential impacts to public health and safety will be mitigated during winter conditions while maintaining public access under the proposed changes to

prevent significant effects. See additional comments related to parking/public access and dredging in sections that follow.

Fire Water Storage and Management

With the water storage mentioned (pdf p24), my experience is that potable water tanks need to be drained at times for cleaning or maintenance or to refresh the contents or tested for fire flows. Where will the 500,000 gallons of water (or portion thereof) be discharged in that event? STPUD generally won't accept that to the sanitary sewer due to pumping costs, dilution at the treatment plant, etc. Chlorinated water is toxic to aquatic life and can't be discharged to surface waters unless dechlorinated. Certain "clear water" discharges can be covered under a National Pollutant Discharge Elimination System Permit from the Lahontan Water Board that outlines requirements. What are the plans and mitigation measures? Such "clear water" waste discharges should not be to systems designed to store and treat storm water unless excess capacity is provided and they are designed for that joint function.

CEQA Exemptions

I want to write a few things about CEQA exemptions. They don't necessarily imply "no adverse effect." For example there are "Categorical" exemptions for things like "existing facilities" and there are plenty of those that have had, and continue to have, very significant adverse effects—not the least of which is the TKM. Whether statutory or categorical an exemption means simply the CEQA law does not apply. Even so, if there are impacts they are often mitigated under permits, etc., not CEQA. There are some cases where a categorical exemption may not apply due to specific circumstances, subject to challenge against agency determinations. For instance, CEQA exemptions have been applied to past maintenance dredging activities. I no longer think that's appropriate due to contamination problems as further discussed herein.

A discretionary project under CEQA requires evaluation of its potential environmental impacts under CEQA provisions and case law. If the developer wanted to be exempt from CEQA it could likely repair and replace the existing facilities and even build limited "new small structures" and operate the TKM much as TKM has operated for many decades. As stated, the new owner has already accomplished some of that and may continue to operate the TKM as such without approval of the Project.

I have concerns with the new plastic pier floats at TKM as the new ones are not unlike those replaced, a plastic shell filled with polystyrene plastic. My concern is due to relatively high

levels of microplastics in Lake Tahoe but the replacements are already done under City exemptions from CEQA and/or as approved by TRPA as a settlement for violations of its Code or permit for TKM. The pier replacements were badly needed to abate rotting plastic piers and broken floats that persisted for many years, delivering microplastics directly to the waters, but only wood, metal and stone should have been used. There is no discussion of any of this in the IS/MND, nor any indication that the pier/dock replacements have already been made to abate plastic pollution effects. Such missing narratives are a part of the picture needed to evaluate effects based on the *existing* environment.



Scuffed Pier Floats Emit Microplastics by Abrasion

With the dockside improvements completed, the IS/MND focuses only, and improperly, on the "landside" improvements proposed on pdf p 3, except for the sheet-pile bulkheads mentioned; like the replaced piers the bulkheads are proposed as part of the Project, but have already been replaced with whatever environmental effects they carry under the exemptions granted or trespassed. It appears the metal sheet piles are painted. Paint can flake off and may contain micro- and nanoplastics. The new bulkheads appear to be robust engineered structures but they do encroach on and have filled portions of the "waters of the state" within the TKM, and ordinarily the effects of such deletions of state waters are required to be "mitigated" and offset by creating permanent new "waters of the state" or restoring degraded WOS, e.g., by a factor

of 1.5 or greater (see prohibitions in the Basin Plan). The IS/MND (pdf p17) indicates, “The Project would involve replacing approximately 1,600 linear feet of the existing sheet pile bulkhead. . .” six inches wide, so that is 800 square feet where critters may no longer dwell and natural processes cease. To offset, 1200 square feet of “new” state waters ordinarily must be provided for mitigation of the loss, at a minimum, and there are various means for that. The IS/MND is deficient for omitting mitigation requirements, and pdf p24 indicates there are still bulkheads to be installed with removal and relocation of the boat ramp. Will that involve additional loss of WOS? No mitigation is proposed for the temporal loss of functions in these areas.

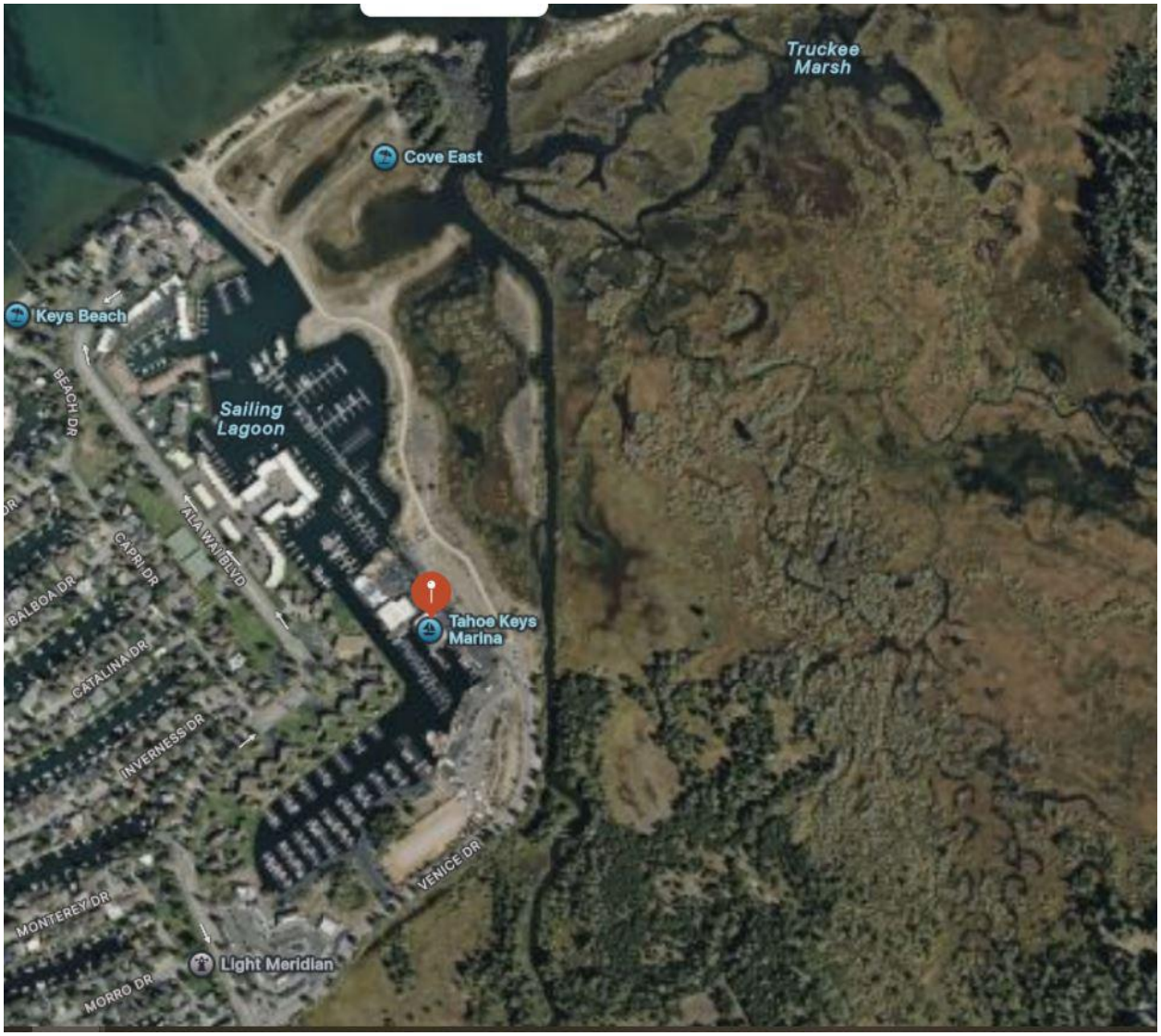
But again, the IS/MND does not disclose that the bulkheads in most areas are already done, without any mitigation requirement noted and no mitigation required. What is exempt and what is not, subject only to other required approvals? What is the PC being asked to approve from the IS/MND versus what is exempt? It’s hard to tell from the IS/MND. Can the PC disapprove the bulkheads or require mitigation, or leave it to some other agency to provide the mitigation somehow, piecemeal down the line? Did Lahontan Water Board and U.S. Army Corps of Engineers approve the bulkhead replacements? I suspect this bulkhead replacement without mitigation simply got overlooked without a thought and it’s doubtful that any other person/agency will notice a violation of a Basin Plan prohibition has occurred, including the Lahontan Water Board staff. See additional comments related to the Project Description below.



East Channel - New Bulkhead (Example) Extending to Lake Tahoe

**Antidegradation Requirements and Wastes from Continuance and Expansion of Uses**

The Project is a major redo of the largest marina on Lake Tahoe, the developer "going BIG" with new large structures and expansions of commercial land uses, several eateries where one closed eatery exists, a boat sales showroom and other amenities not currently present on the Project site. Given the history, context and setting I think it is almost absurd to consider a FONSE for this Project on its face, with all the historic and ongoing OUTSIZED impacts of the Tahoe Keys and its Marina on the Upper Truckee Marsh, the Upper Truckee River, on Lake Tahoe—with its ever declining water quality. There is a huge legacy of unabated impact that will only cumulatively expand with the Project as planned. The IS/MND glosses over the history with a line or two as if only what is written is germane. I will go on to show why the past has further bearing on this Project and requires greater scrutiny than one might anticipate.



TKPOA, TKBHA, TKM, Straightened Upper Truckee River, UTR Marsh

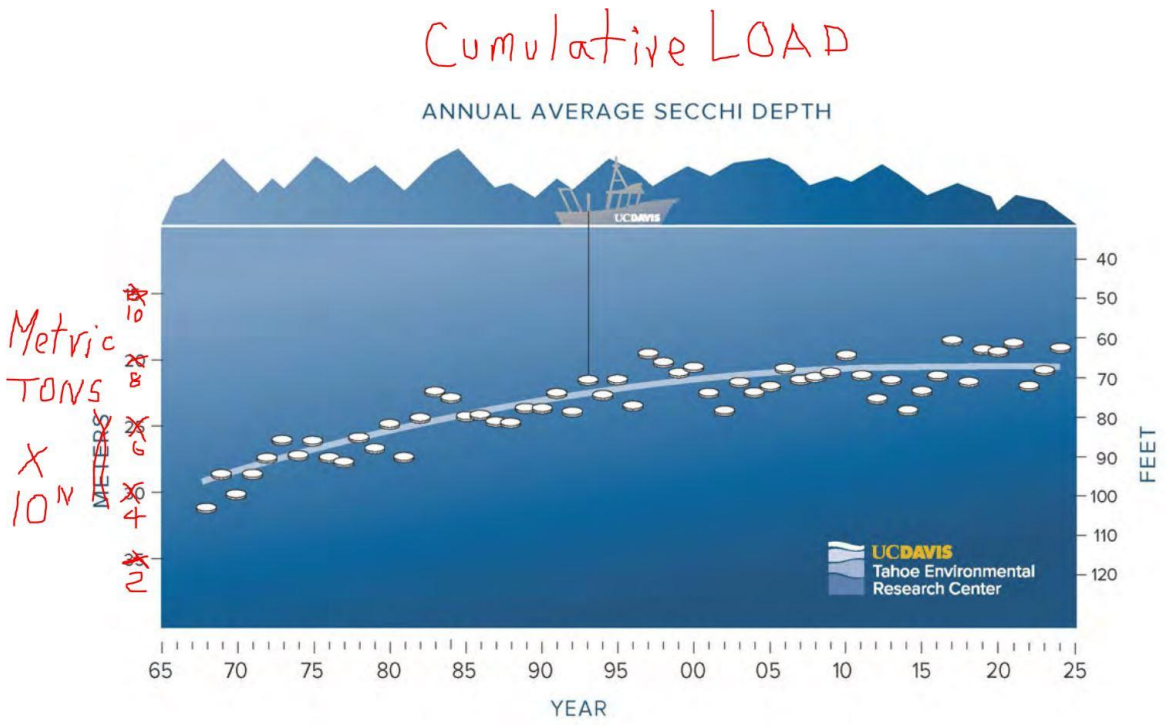
I acknowledge that I possess specialized and specific knowledge of the industrial facility the planners do not possess, and that is what I'm offering. I'm not faulting them on that account. I will add that I hold the developer harmless in all that follows, assuming good faith with the new owner of TKM, because the owner is not required by law to protect the environment other than by following the laws, agency directives and permits. I appreciate very much the steps that have been taken at TKM to abate the microplastics from the piers. However, the new owner purchased not only the assets but the liabilities and "due diligence" is on the prospective owner, "buyer beware" concerning other constraints and potential liabilities in pursuit of profits.

Antidegradation Policy For Lake Tahoe And Cumulative Loading

The following is an excerpt from "STATE WATER RESOURCES CONTROL BOARD RESOLUTION NO, 68-16, STATEMENT OF POLICY WITH RESPECT TO MAINTAINING HIGH QUALITY OF WATERS IN CALIFORNIA":

> WHEREAS the California Legislature has declared that it is the policy of the State that the granting of permits and licenses for . . . the disposal of wastes into the waters of the State shall be so regulated as to achieve highest water quality consistent with maximum benefit to the people of the State and shall be controlled so as to promote the peace, health, safety and welfare of the people of the State; and . . . . WHEREAS the quality of some waters of the State is higher than that established by the adopted policies and it is the intent and purpose of this Board that such higher quality shall be maintained to the maximum extent possible consistent with the declaration of the Legislature;
>
> NOW, THEREFORE, BE IT RESOLVED: l. Whenever the existing quality of water is better than the quality established in policies as of the date on which such policies become effective, such existing high quality will be maintained until it has been demonstrated to the State that any change will be consistent with maximum benefit to the people of the State, will not unreasonably affect present and anticipated beneficial use of such water and will not result in water quality less than that prescribed in the policies.

That official Policy was adopted the year prior to the original Tahoe Regional Planning Act adoption by Congress, aka the TRPA Compact, but State policies do not depend on the Compact or TRPA. Lake Tahoe indeed had existing water quality better than the established policies in 1968 and the Compact could not have been absent from legislative minds. Fifty-eight years on, it is not worth the ink to print the Policy with regard to Lake Tahoe. The State has not determined that an adverse change would be to the maximum benefit of the people of the State, yet Lake Tahoe's extraordinary water quality has NOT been maintained. Here follows the record of Lake Tahoe's ever-declining clarity 1968-2025, a familiar graph as presented by the Tahoe Environmental Research Center. However, I made some additions to show another aspect of the problem we've looked at for a long time without seeing.




Namely, the graph may also serve conceptually as a rough record of the *cumulative load of pollutants in suspension in the water column*, in metric tons times some order-of-magnitude multiplier, specifically unknown. These load elements would be sediment, nitrogen, phosphorus, algae and other minor constituents, a surrogate total of all, just as clarity is a surrogate measure of overall water quality. I just flipped the left axis to increase values going up. Cumulative graphs generally only increase but here the dips could be attributed to sediments settling between runoff seasons or off-gassing, so it's a reasonable conceptual model showing the inverse relationship of clarity and cumulative load over the years: as the load increases by tonnage the clarity decreases by feet. Lake Tahoe has an average residence time for pollutants of 600 years and they accumulate faster than they leave, degrading water quality accordingly.

A Brief History related to Water Quality at Lake Tahoe

TRPA was formed in 1969 due to drastic declines in Lake Tahoe clarity based on history (100 feet or more prior to measurements). Also the Lahontan Water Board relocated its main office from Bishop to the City around those concerns. From 1970 to 1980 very little happened while TRPA was figuring out its way forward, enacting regulations, etc., and studying the problems. Then with the regulation enacted TRPA fell into difficulty with disagreements between CA and

NV that nearly ended TRPA. The voting procedures for projects were amended in the early 1980s and then came the building moratorium in 1987. Every year since measurements began clarity declines further “on average” from what it was in 1968.

With things restarted the 1990s saw more growth and development, with Factory Stores, Embassy Suites at Stateline then at Ski Run Marina, marina Master Plans, etc., etc. Every year since measurements began clarity declined further “on average” from what it was in 1968. In the early years of the new century it was apparent to the public that more was needed and the laws demanded adoption of a TMDL regulation to restore water quality. During a decade of research to develop the TMDL, every year since measurements began clarity declined further “on average” from what it was in 1968. When the TMDL was done and implemented circa 2013, many were hopeful it would lead to restored water quality. Every year since measurements began clarity declines further “on average” from what it was in 1968 to now.

The Lahontan Water Board, Nevada Dept. of Environmental Protection, USEPA, TRPA and many others (Congress) claim to be leading the effort to restore Lake Tahoe clarity but every year since measurements began clarity declines further “on average” from what it was in 1968. There is no restoration of water quality happening: Every year clarity declines further “on average” from what it was in 1968 at a rate of about 1.5 feet per year, year after year. That is the opposite of restoration and “antidegradation”: that is further degradation due to cumulative pollutants. At present rates of decline I give Lake Tahoe about 40 more years before clarity is zero based on extrapolating the data. How much longer the agency lies and propaganda can continue in the face of obvious and incontrovertible data is a wonder.

**Environmental Impact Report Requirements**

I spoke to the City Council on April 21, 2026, saying I had some disagreements with the conclusions for this Project, the FONSE, and that an EIR would be required to comply with CEQA. This is due to the cumulative effects of the Project on Lake Tahoe with all the foregoing projects in the region (nearly all approved with a FONSE). The effects, however *seemingly* insignificant, are cumulatively considerable because every additional increment, however individually limited, is actively causing and contributing to impairment of Lake Tahoe water quality.

In many cases the IS/MND cites permits as “mitigation” measures. However, such permits also allow degradation by adding to cumulative effects. The permit requirements are typically based on so-called “best management practices” and those BMPs are seldom 100 percent effective.

The procedures to overlook or pay lip-service to policies on “antidegradation” and cumulative effects are long-standing agency lies by custom and convention in various guises—and all agencies do it at Lake Tahoe. It is so pervasive it is like a disease so I’ve developed an acronym for it: Governmental Institutional Blindness Syndrome; they’ve all got a bad case of the GIBS. This is how well meaning people are destroying Lake Tahoe without understanding how, though some know.

A permit is a license to degrade the environment in accordance with certain allowances (whether legal or not), just as with the proposed FONSE here accompanied by claims of “no significant effects.” A deficient IS/MND falls short of protection, as does a deficient permit. Issuing a permit doesn’t ensure mitigation. Holding agencies accountable (for proper environmental reviews or permit oversight) through the legal avenues provided is nearly impossible (as they know). Thus, the public is disenfranchised and the environment is not protected. TKM has just been a prime example over the decades of the types of impacts that can be expected even under permits (also, only as good as enforcement of them). The toxic rotting plastic docks and pier ballasts, other sources of microplastics (e.g., boats), the fuel spills and boats sinking, the toxic dredging I’ll discuss, the bilge discharges, the aquatic invasive species introduced and “managed,” the litter, cleaning products and abrasives, etc., etc., persist despite mitigations and permits. Again, the ongoing impacts of boating at this marina are in general dismissed as insignificant with no analysis of indirect or cumulative effects, not even a word about them in the IS/MND.

Projects with significant environmental effects require evaluation under more stringent EIR requirements, as noted in the IS/MND (Cal. Code Regs. Tit. 14, § 15073.5(d)). With an EIR, if mitigation for some significant effect proves infeasible mitigation measures need not be required: the City can make a Statement of Overriding Considerations. In this case, the City would make an assertion something like, “we’ve done the best we can, as feasible, to limit adverse effects on the environment from the Project as we see them and the existing facilities, and the economic development and recreation fun desired with the Project approval is more important than the need to prevent further impairment of Lake Tahoe water quality and other adverse effects due to the Project.” That is the only defensively honest way to comply with CEQA for a project of this nature; it comes with warts. It won’t remedy the legacy of water quality impacts.

However, I expect the PC may ignore that EIR requirement for this Project and approve it as is with the asserted FONSE. That is because the City appointees and elected Council members can

easily take that unlawful step as they and others have time and again, under the direction of their fine staff. It is all in a day's work because I assert CEQA is badly broken law carried out poorly by planners with limited time and analytical skills serving decision makers who want to get things done under a CEQA law that is totally gamed against informed and concerned citizens such as myself. Public planners HATE EIRs with a passion for the extra time and work involved and so have developed various means to avoid them, namely, ignoring significant effects by ignoring great realities within Lake Tahoe. They also don't value public input when it impedes their planning and development agendas, thus I may be considered a *persona non gratis* for expressing my independent views of the adverse effects because I care about Lake Tahoe becoming toxic more than recreational boating and the industry that serves it.

Predictions; Overview of Planning/Approval Processes

As stated, I know CEQA well and I know quite a bit about Lake Tahoe and the marinas on the CA side, and the other laws in play. I predict that won't matter. My views presented here won't be responded to and a Planning Commission and staff with no specific experience related to water quality or marina operations, let alone expertise, will overrule my objections and vote for approval under a FONSE. I can write all I want and the more I write here for the record the more it will be ignored, only to be filed away. I will get three minutes to express my concerns orally, like others, in a public hearing. That's just how it is with the GIBS afflictions and the desire to accommodate development and redevelopment.

I've described the essence of the City Planning process. The staff has done their thing, in this case with consultant aid, and the lay appointees on the PC will agree with the staff conclusions. One can lodge an appeal to the City Council, they likewise without water quality expertise, or knowledge of or concern for the law. Appeal fees were recently raised to over three times what they were last year (over $1200). More ways to disenfranchise the public, City Council! BE OPAQUE. Let your City attorney run everything you won't understand. City Council will support the PC. When the Appeal is denied litigation can begin, in confidential arenas with merest reporting out to the public. As I see it all over with the GIBS, we have broken agencies implementing a broken law to the detriment of the environment and citizens.

Most people would likely view the IS/MND as credible and sufficient, consistent with practice anyway. While I disagree, I think the City and NCE are putting forth what they see as a diligent effort. That's the problem at Lake Tahoe, asserting incorrectly that significant impacts are not occurring and accumulating with such FONZEs. The proof is in the water. The City will be on very shaky legal ground with this approval under a FONSE and will have to gamble with the

developer that I or others won't appeal or sue the City and seek a stay against the Project—and recover attorney fees if successful and government misfeasance is shown. This is how CEQA plays out, with the courts generally giving great deferential "weight" to the government decision makers, despite their lack of subject matter expertise. That is why the California environment has been substantially degraded in many ways since 1970 despite CEQA laws on the books. If no one challenges, then crap rules.

City resorts to this legal quicksand often anyway, knowing most people lack the resources and knowledge to sue the City. The best-case outcome of a citizen lawsuit would be a "remand": a court order requiring the City to prepare an EIR. I support preparing an EIR but suspect an EIR may be as deficient as is this; however, City could make the Findings of Overriding circumstances for legal cover. An EIR is needed, not only to study issues and develop additional mitigations as required, but also to simply stop the lying. Illegal actions and corruption can perhaps be altered if desired, noting the impending and welcomed departure of City Attorney Stroud, but a fundamental lack of suitable analytical skills on the part of all concerned is not fixable by the public under the broken CEQA process and GIBS, with people who don't listen, understand or care, and that is the reason for the declining clarity graph above.

Related Planning Efforts

I stated earlier this Project documentation is confusing. At the TRPA Advisory Planning Commission (APC) meeting of May 13, 2026 the APC reviewed and recommend the TRPA Governing Board approve Code amendments based on a staff review of a checklist for environmental effects the agency deems potentially significant, and stating its FONSE to: 1) allow structures with additional height at existing marinas (TKM only) under stated conditions (with no justification given) and 2) reclassify as "non-arterial" roadway the cul-de-sac end of Venice Drive east of Tahoe Keys Blvd. serving the Tahoe Keys Marina and providing public shoreline access to the Lake Tahoe Conservancy's Cove East property. These approval recommendations will be forwarded to the TRPA Governing Board for approval, together the TKM Project, at some time in "summer" 2026.

I don't understand why the City is proposing to approve a project with two-story building heights while TRPA is amending its Code so the Project buildings can go to heights of 38 feet or more. The City had scheduled its public hearing for approving the IS/MND for the TKM Remod for May 14, 2026, but postponed the hearing due to a public noticing error for public comment on the IS/MND. As a result the TKM Project will be heard and approved by City Planning Commission on June 11, 2026. That approval, if granted, will clear the way for staff to issue City

permits for construction, pending TRPA approval. But if the City approves a two-story Project (as depicted throughout) can the developer just trot over to TRPA and double it to 42 feet? It's piecemealing; probably because the City can't currently approve a building 42 feet high? The TRPA height amendments are pending but my later comments on aesthetics are on the basis the building heights will NOT be two-story.

Following the City approval, I expect TRPA may put a cover sheet on the City IS/MND with a few additional remarks or requirements and approve the TKM Project with its own TRPA FONSE on that basis, and most likely a conditionally-approved TRPA Permit for construction, also. The public will have seven days to comment under fraudulent TRPA rules for such FONSEs. The City anticipated the TRPA Code amendments noted in 1), above, in the environmental documentation to support FONSE claims for building heights to 42 feet. The street classification is apparently not a City concern.

[Both TRPA Code amendments were apparently required in anticipation that TRPA will subsequently approve of the TKM Project, most obviously for the proposed buildings to heights of 42 feet. So the Code amendments were planned "in advance" to conform the Code to the proposed Project rather than together with the Project. TRPA's so-called adaptive planning is lame and not planning at all, but responding to development pressure. They (TRPA and City) must need the FONSE for the Code amendment to assert their FONSEs for the Project. See that the Tahoe Regional Piecemealing Agency is promoting their proposed Code amendment on behalf of this developer and proposal to expand development height potentials, which is the opposite of what is ordinarily required: namely, to conform development to existing Code, norms, and community character. TRPA likely did the amendments opaquely "on its own motion" as they say, and didn't even charge the developer (as required by Code) for the needed Code amendments in a hidden public-private partnership.]

This is a City CEQA document . . . so I'll set TRPA and their questionable development-enabling policies aside for now except where germane, because City works slavishly and willingly for the TRPA under an illegal Memorandum of Agreement, as was aptly demonstrated on another project approved illegally in the City I appealed approximately one year ago. The appearance is certain, that TRPA and City planners are working with the developer to "grease the skids" to slide this project through the public process with a goal of addressing all potentially significant effects—as they see them through faulty vision, and sticking the public with a load of unaddressed impacts. Documents like this and much worse get approved with FONSEs all over the place, agency staff checking boxes by rote. See the graph. I will go on to assert this City

FONSE is unsupported and an EIR is a requirement under CEQA. However, TRPA is an essential subsequent “approver,” with other permits to follow, so I’m noting the TRPA involvement for the public and decisionmakers.

**Comments on the Project Description**

California Environmental Quality Act (Public Resources Code, §§ 21000 et seq.) ("CEQA") and the related State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.) (the "State Guidelines") provide the legal framework. To complete the first step of CEQA analysis, an initial environmental study ("IES") must be prepared. State Guidelines, § 15063. That’s what I’m evaluating with this City document: The IES must include a description of the project sufficient to perform a meaningful study of potential significant environmental impacts and necessary measures to mitigate those impacts to a level of insignificance. *Ibid.* An overriding principle often cited governing CEQA from its inception is that it is “to be interpreted … to afford the fullest possible protection to the environment within the reasonable scope of the statutory language.” *Friends of Mammoth v. Board of Supervisors* (1972) 8 Cal.3d 247, 259.

This Project sets the stage for the next round of added insults to injuries to Lake Tahoe, while already having remedied some long-standing ills at TKM, with the agencies ignoring significant impacts as always because they somehow don’t see them and so make the problems worse in the long run. Their concern is with getting this application processed today, accommodating development under their deficient planning auspices and pressures, Lake Tahoe without standing. Projects planned like this, and tens of thousands of other projects in even less-sensitive locales, are leading to the inexorable and further destruction of Lake Tahoe ecology and water quality/clarity. Reality not only can be ignored when planning, but must be. These comments show how it occurs to a mostly unsuspecting and uninformed public. City is in support of property and business taxes, developer profits, and marina services for some (boaters) while the people at large (non-boaters) derive no benefit from the further degradation of Lake Tahoe and the region from the Project. It is a “tragedy of the commons,” exploitation and spoiling of the public resource by the few for their benefit, with no one *really* accountable for oversight.

CEQA defines a project as the “whole of the action” which should be analyzed as the first “essential step culminating in an action that may affect the environment.” *Fullerton Joint Union High Sch. Dist. v. State Bd. of Educ.* (1982) 32 Cal.3d 779, 797; see *Bozung v. Local Agency Formation Commission* (1975) 13 Cal. 3d 263,282; CEQA Guidelines §15378. CEQA employs the “whole of an action” and piecemealing concepts to ensure environmental documents inform

decisionmakers of the full extent of all reasonably foreseeable environmental impacts before project approval.

*Union of Medical Marijuana Patients, Inc. v. City of San Diego*, 7 Cal.5th 1171, 446 P.3d 317, 250 Cal.Rptr.3d 818 (Cal. 2019) clarified that the test for whether an action constitutes a "project" must take place in the abstract. The critical holding of the court is that the "likely actual impact of an activity is not at issue in determining its status as a project," but rather "a proposed activity is a CEQA project if, by its general nature, the activity is capable of causing a direct or reasonably foreseeable indirect physical change in the environment. This determination is made without considering whether, under the specific circumstances in which the proposed activity will be carried out, these potential effects will actually occur."

Put another way, a proposed activity is a CEQA project if it is capable of causing a direct or reasonably foreseeable indirect physical change in the environment. There is no question that the activities described in the CEQA document are a CEQA "project." The question is what the analysis of "the Project" must extend to in terms of direct and indirect effects on the environment. It is with these concepts in view that I provide the following comments.

Excerpting from page 1 of the IS/MND,

> **Project Title**: Tahoe Keys Marina Redevelopment Project ("Project") **Project Location**: The Project area, defined as the area where demolition would occur and planned improvements would be constructed, is located at 2435 Venice Drive East . . . The Project area encompasses approximately 16.5 acres comprised primarily of 3 parcels owned by TKSMI . . . portions of the Tahoe Keys lagoon, and City right-of-way (ROW) including Venice Drive East and Tahoe Keys Boulevard ROW from Venice Drive East to Michael Drive. . . . **Project Description**: Tahoe Keys SMI, LLC (TKSMI) is proposing the redevelopment of the Tahoe Keys Marina (TKM) in order to revitalize the TKM landside facilities and operations. . . .

Subsequent parts and figures of the IS/MND describe the several properties in and around the site in terms of Assessor Parcel Numbers (APNs) without clear boundaries, and then subsequently refer vaguely to Parcels 1, 2 and 3 without depicting the boundaries of those parcels figuratively anywhere in the IS/MND. This undescribed cross-referencing leaves the reader wondering what is to be approved and where, adds to the deficiencies in the Project description and frustrates analyses. For example, in Figure 2 does the undeveloped APN 022-210-041 encompass all of Venice Drive (developed before City incorporation) with a right-of-

way granted to the City, or does the City have ownership rights in the street portion of that APN (zoned residential)? I raise the question because there are no apparent plans for sidewalks with the Project and that is a prime location for absent and needed pedestrian sidewalks and/or bike paths along the street as discussed further below in connection with impacts to existing parking and public access in the areas affected by the Project. The City should require that sidewalks be put in this location of heavy pedestrian use adjacent the street (and throughout the Project area) as mitigation needed to provide public safety as well as an amenity.

The definition of "project" under CEQA, extends to assessing potential direct and reasonably foreseeable indirect effects the proposed activities that may adversely affect the environment associated with the proposed Project, or "project area," above. Thus, the "defined" project location where demolition and construction would occur does not define the Project for CEQA purposes, which rightly extends to "portions of the Tahoe Keys lagoon" and the surrounding City streets. Figure 2, the Project Boundary Map, may define the project area for permitting purposes although the potential direct and indirect effects of the Project are not confined to those parcels and boundaries and the analysis must not be so confined either.

I would add that the indirect impacts to be considered also extend to and affect A) the entire adjacent Tahoe Keys Lagoon encompassing the "Tahoe Keys Marina" as it exists today, with its harbor and boat slips, as shared with the adjacent mooring piers and docks of the Tahoe Keys Beach and Harbor Assn. and B) the adjacent Cove East parcel (i.e., by increasing visitation or creating user conflicts with parking/traffic) and the Upper Truckee Marsh and River which the Project is either adjacent to or across Venice Drive from. At least the Biological Study Area included a one-mile radius around the Marina site. Foreseeable effects may include "growth-inducing effects," a type of indirect effect where, for instance, due to growth in use and visitation at the TKM : 1) more people may become aware of and use the Cove East parcel (e.g., during busy July 4 events), leading to potential conflicts with CTC goals for the restoration of the largest and ecologically most important wetland in the Lake Tahoe watershed, or impacts to parking to access Cove East and the Lake Tahoe shoreline (since close parking is only allowed on the Venice Drive cul de sac adjacent the TKM), or 2) access to Cove East parking may be usurped by TKM users who have no interest in Cove East or River access, thereby impacting general public access to Cove East (e.g., during busy July 4 events and other peak times).

Parking Effects



User-Created Path/Parking along Venice Drive on the Project Site, potential proper sidewalk Location; dump truck.

Existing free parking (325 spaces) at the TKM will cease with Project approval. Street parking is currently free, and could be impacted by paid parking (only for customers) planned at the TKM; City could change the environment by enacting parking restrictions on surrounding streets or end up building a parking facility, a growth-inducing effect of the Project leading to more reasonably foreseeable impacts near the Project site. City did just that, constructed a parking facility across Highway 50 from Ski Run Marina after its redevelopment. The very wide Venice Drive exhibits substantial foot and bicycle traffic at peak times and allows parking at the curbs and unimproved adjacent right-of-way.



Parking on eroded compacted soil adjacent Upper Truckee River; street lacks storm water treatment and walkway, in terrible condition, cracks 4 inches wide and more, shared with pedestrians, note stroller.

Notably there is no sidewalk and the street shoulders next to the River are continuously trampled and eroded by foot traffic; or children, pets, bicycles and others must use the street where conflicts and accidents with vehicles, trailered boats and heavy equipment are a safety issue. There is no bike path or even dedicated bikes lanes striped in the street. The bike lanes would be parked on anyway. The IS/MND must analyze and mitigate these and other foreseeable impacts and potential adverse direct and indirect effects on streets and right of ways, public conservation areas at Cove East, and the nearby river and associated meadow areas. It is notably deficient in regard to addressing potential adverse effects on public shoreline access, river access and associated parking in a sensitive area already degraded by inadequate parking and lacking infrastructure for pedestrians. Venice Drive, adjacent the Upper Truckee River, lacks storm water drainage treatments. (While I understand the City street is not the developer's responsibility, the changes to the environment (street) due to the Project must be addressed.)

Boating

The Project proposes activities that may directly affect the environment such as are disclosed in the Project description (demolition/construction) but all of this development presumably has a purpose: to serve the desires of the boating industry; the developer hopes to benefit financially and commercially by providing recreational boaters with a place to buy boats and accessories, get something to eat, launch, store, berth, fuel and maintain their watercraft, and park their trailers and cars. I say "presumably" because that is only implied with the IS/MND. The IS/MND is virtually silent on the potential environmental effects of perpetuating the new and improved (increased) recreational access at the historic TKM that the project will expand and enable for the foreseeable future. The focus is only on direct physical effects of the Project (e.g., construction) and that is a glaring legal deficiency in this case because those boats, the access to them, the operations and storage of them, has significant and potentially significant effects on the environment the IS/MND omits entirely, on water quality near the Project site and in Lake Tahoe itself.

If the TKSMI wants to close the "waterside" portion of the Project and not allow any boating access, fuelling, berthing, and storage on the water then the potential direct and indirect effects on the environment from those activities can be omitted from the "landside" environmental assessment. Dredging and fuelling and launching won't be needed. Otherwise, the "whole of the action" for which approval is sought, "the Project," inherently includes the indirect effects of boating and other activities the "landside" activities are directly designed to support. These include potential adverse effects such as on water quality, aquatic habitats, threatened or endangered species, and noise, and may occur from waste discharges such as plastic and microplastic wastes, hazardous materials and fuel emissions dispensed to the water or spilled from fueling or vessel accidents or sinking vessels, toxic releases from marina dredging, bilge emissions, nuisances from aquatic invasive species management or harvesting, or noise in excess of standards. All of these things are reasonably foreseeable, do occur, and become adverse effects that degrade the environment one cumulative nick at a time. They seldom get addressed, are deemed insignificant by the decisionmaker. When they occur and damage the environment, it is simply accepted as an unavoidable outcome of economic and boating activity and the effects are dismissed as unimportant. I've no recollection of any individual boater at Lake Tahoe ever being held liable for a release of fuel or toxins, say from a vessel. Limited cleanups may occur after spills and releases and everyone just moves on. This has occurred countless times at TKM.

Dredging

I will discuss concerns with dredging below. Why? There is no dredging proposed within the Project description. The reason is because dredging is a reasonably foreseeable direct effect on the environment that will likely occur, sooner or later, if the Project is approved. It is reasonably foreseeable that maintenance dredging will occur in the future because it has in the past, and likely whenever water levels drop again and/or storms deposit sand in the East Channel out to Lake Tahoe because without dredging boater access to Lake Tahoe may be precluded. The last time the TKM was dredged 13,000 cubic yards (cy) of dredged material was removed (the equivalent of 650 20-cy dump trucks), dewatered to an extent on the TKM site and hauled offsite to an authorized disposal site. The Project proposes new development on the areas formerly used to stage and manage dredging operations. How will dredging be managed in the future to prevent potentially significant effects with bringing more cars and people to the site, like running kids over with 20-cy dump trucks? Will marina operations be shut down during dredging for staging and materials storage? If TKM remains open for business during dredging, how and where will that be managed to prevent adverse effects, e.g., on public parking or access to Cove East?

The purpose of examining effects from "the whole of the project" is to prevent surprises leading to adverse effects that were not considered by decisionmakers though likely and foreseeable. Remember, the activity only has to be *capable of* causing a direct or reasonably foreseeable indirect physical change in the environment, it needn't actually occur. In this case the activity is building and operating the Project and that will require periodic dredging, or be capable of causing that likely activity to occur with its undisclosed potential adverse effects from the Project. Whenever the inner harbor and entrance channel was dredged in the past it had major impacts on marina operations and water quality and such effects and changes in operations as may be needed to prevent adverse effects during dredging episodes should be analyzed in an EIR.

**Contamination Issues - Alum and Microplastics**

Backing up to pdf p4, “Hazardous Materials/Waste On-Site: The State of California maintains the EnviroStor and Geotracker databases of known contamination sites pursuant to Government Code Section 65962.5. Based on the information gathered from these databases, no sites located within the Project area are actively under evaluation, remediation, or verification monitoring.” This cryptic reference is regarding contamination, mainly from hydrocarbons from leaking fuel tanks. Good. No such cases ongoing there. But there is a unique situation in the Tahoe Keys, a largely unrecognized, unexamined and unmitigated site of contamination from a historic legacy and continuing to the near-present. To explain this unique situation I have to provide a bit of history from anecdotal and first-hand accounts, file materials of the Lahontan Water Quality Board and experiences over the years, as best I can recall offhand.

History of Alum Use

Dillingham was the name of the original developer of the Tahoe Keys and made a god-awful mess of the water with its ongoing dredging of the Upper Truckee River Marsh in the early to mid-1960s, back when speculative lots had a hard time selling at $5000 and less. As related to me, to abate the turbidity Dillingham crews were assigned to literally shovel a chemical called aluminum sulfate or “alum” from boats and barges into the water in an attempt to settle the turbid waters in the dredged areas, everywhere that is. Alum is widely used in drinking water treatment to help remove soil particles from water but generally at very low dissolved concentrations safe to humans. It is toxic to aquatic life at higher concentrations, 87 micrograms per liter, if I recall correctly, still pretty low. The bulk discharge from shoveling mass quantities of solid alum (powder) from boats resulted in chemical precipitation and gross contamination of the bottom sediments with alum throughout the Tahoe Keys and TKM as I learned through my work on dredging.

The contamination persists, though the extent and levels are unexamined. It isn’t going away and hasn’t all been dredged out. What I found is there are (or were) residual alum levels in the water (e.g., between dredging periods) generally below levels considered to produce “chronic toxicity” in aquatic life. Levels are okay for the fish in the water unless the sediments are disturbed, which occurs mainly by dredging. In that case levels can get both chronically and *acutely* toxic. Based on my experience, dredging by clamshell, dragline or suction can’t occur anywhere in the Tahoe Keys without exceeding alum levels acutely toxic to aquatic life, every time, at least within a relatively contained area such as a turbidity curtain. Then there are the

dredged spoils to consider. They may or may not be hazardous wastes, but they are not natural mud and sand either.

I don't think the bulk discharge of alum was very effective because the City, incorporated in 1965, thereafter somehow got the developer to build a water treatment facility (south of Tallac Lagoon) with a million-gallon holding tank, not for drinking water, but to reduce the turbidity from dredging. A pumped distribution system from the facility could more-or-less completely circulate and mix the entire water volume of the Tahoe Keys and Marina through the facility in a matter of days; big pumps. The developer operated that and probably added a lot more alum in the process through the completion of the subdivision.

I knew something of this alum use when I reviewed post-1970s dredging records for the Lahontan Water Board in the late 1990s for another proposed "maintenance" dredging project (which is generally exempt from CEQA) by the Tahoe Keys Property Owners Assn. (TKPOA). Back in the early days there were some cooperative dredging projects funded jointly by TKM, TKPOA and/or TKBHA if I recall correctly. My review disclosed that every time the dredging occurred, using the water treatment facility or not, the alum was jacked up beyond toxic levels. The logical inference is that alum deposited and stored in the sediments were stirred up and released every time dredging occurred and/or additional alum was added in the water treatment plant during dredging, resulting in alum concentrations toxic to aquatic life.

So in 1998 I wrote a dredging permit ("waste discharge requirements") with alum limits and monitoring requirements to protect aquatic life and I put the TKPOA on notice not to add more alum in the treatment plant during dredging. I warned repeatedly that would result in violations. Predictably, TKPOA immediately ignored that warning, ignored their permit, toxified all the waters and aquatic life in the Tahoe Keys and Marina with their dredging, and racked up a potential civil liability (fine) for their violations of $2.68 BILLION if memory serves, a real whopper; big pumps. No matter: One of the Water Board members was also in the TKPOA and had the Executive Officer settle the potential fine with a survey and report on the aquatic life in the Tahoe Keys costing TKPOA around $250,000. (No conflict there?) The study (circa 2000) was the first ever done to begin to examine the aquatic invasive weed problems with objectives to improve control measures beyond cutting and harvesting. However, with the settlement I also convinced the Executive Officer to issue a Cease and Desist Order to TKPOA for the water treatment plant operations to preclude alum additions (that remains in effect to this day so far as I know). The water treatment plant remains and now serves no useful purpose other than to

circulate untreated water to reduce stagnation in the lagoons as TKPOA may, including TKM Lagoon, assuming the pumps are still operable.

West Channel Dredging

I want to provide some information from West Channel Dredging in 2014-2016 by the TKPOA with regard to potential TKM dredging. Staff and I prepared the dredging permits for the Water Board (under CEQA exemption, https://ceqanet.lci.ca.gov/2014098167) and, after overcoming management reservations, included limited monitoring of the water for toxicity from aluminum sulfate known to be present in the sediment and likely to be mobilized. Monitoring during the project showed the entire Tahoe Keys Lagoon (West) within the turbidity-curtain enclosure was raised above acutely toxic levels of alum for a period exceeding three days, thus ensuring toxic effects on biota. Further, the dredged materials were piled on the TKPOA Homeowner's Beach east of the West Channel entrance (where the kids play) for "beach replenishment" (not my idea). This was done before the water quality violation was discovered, and further testing showed the dredged materials were contaminated with aluminum toxic to aquatic life. Before they could be (or were) ordered removed from the beach, high waves came and washed the materials into Lake Tahoe, where they may remain for up to 600 years or more. Having foreseen all this, I thought it was a management disgrace. Only Lake Tahoe was punished. Many significant impacts occurred from that CEQA-exempt "maintenance" Project alone, maintaining channels and beaches with toxic materials, spreading the impacts lakewide. "It" happens.

In a lake as big as Lake Tahoe, what's the harm from a bit of alum? See the TERC graph I presented above. All harms are cumulative. *People always assumed Lake Tahoe was too big to affect; it's actually too big not to affect with every cumulative addition, due to its tremendous storage.* What's more, I now know something I didn't know when 5600 cy of "sandy sediment" was put out on the beach by the TKPOA. The sediment was not only contaminated with alum, it was contaminated with microplastics.

TKM developed starting in the 1960s. That is when the plastic boats started coming into the Tahoe Keys. Many older plastic boats are still in service, with the plastic surfaces visibly and invisibly unraveling into the water as microplastics. Later, starting circa 1990, the plastic composite decking began to replace wooden piers. Almost all piers in the Tahoe Keys, West and East sides, are now (or were) plastic and shedding microplastics at various rates. I estimated over a million square feet of plastic surface in and over Lake Tahoe, not including any boats. I am attaching a water quality report I prepared last year to further elucidate and back up my assertions herein concerning water quality and microplastics in Lake Tahoe.

Plastic is toxic and persistent in the environment. Older PVC plastic composite materials used to contain deadly lead, and a variety of heavy metals and toxic elements may be used as pigments, or additives to alter other properties. Comprehensive testing of water and bottom sediments is needed to characterize the foreign constituents from alum use, hull paints (e.g., tributyl tin), all types of plastic decay products from the piers and boats, oils, waxes, etc. That's what I strongly suspect is in the sediments, though use of tin paints was phased out in CA several decades ago and is likely not present at high levels. These toxins are also likely present at lower concentrations in water, but can be released from sediment to water by dredging to contaminate the water, and dredged spoil may require special handling to protect health and safety and the environment, and disposal at a facility designed for such wastes. In addition to alum contamination, contamination by microplastics must be considered in any future dredging projects anywhere in the Tahoe Keys and other locations in Lake Tahoe where plastics have been concentrated since the 1960s (e.g., other marinas).

These matters should be addressed in an EIR. Contact with the waters in the Tahoe Keys may unknowingly expose people, pets and wildlife to contaminants at toxic levels and thereby cause significant adverse effects, and control measures may be provided to mitigate releases and exposures. As noted in the Biological Assessment, the Lahontan cutthroat trout is a threatened species that may be present in the TKM (though certainly not ideal habitat) and in the adjacent better habitats of the Upper Truckee River mouth/Lake Tahoe interface several hundred feet from the East Channel outflow from the TKM. The presence of the plastics and related toxins in the TKM Lagoon is not speculative. They may definitely hamper the substantial and costly efforts of two states, the U.S. Dept. Fish and Wildlife and the Washoe tribe to attempt recovery of this former "keystone" species at Lake Tahoe. I call that significant, whether they realize it or not, and the City has a duty to vet potential adverse effects that is unfulfilled by the IS/MND.

TKM, TKBHA and Microplastics

When I petitioned the TRPA in 2023 to address the adverse effects of the plastics they had approved in the shorezone for decades the TKM was my prime evidence. You can see some of the evidence in the attached "Preliminary Photo Report on Deteriorating Plastic Structures at Lake Tahoe" I prepared in May 2023. As a result of the advanced deterioration of the plastics in the TKM prior to replacement I assert with great confidence that the sediments and waters in the TKM Lagoon are contaminated with microplastics, and with macroplastics in the sediments as well. While testing is needed to confirm the levels of contamination, I will relate an anecdote from around 2023 when I was able to have some water samples I took from Lake Tahoe sent to

a PhD researcher at Cornell University for analysis at a research lab capable of testing for PVC plastics in water and soils. I collected several water samples in the open waters of Lake Tahoe and one at a location in the West-side TKPOA lagoons to analyze PVC levels. Only the TKPOA sample was remarkable to them and the remark was “screaming hot.” For whatever reasons the research terminated and the analytical result was not made available to me.

On the East side we have a situation where the TKM Lagoon is shared with the TKBHA. The TKBHA has plastic docks that are deteriorating and shedding microplastics. I scratched one and it left a ball of gooey plastic under my fingernail. They aren’t nearly so bad as were the plastics at TKM prior to replacement, but the scale of the TKBHA piers is approximately that of TKM. Last month I sent public interest comments to TRPA that I observed the aged plastic TKPHA piers being replaced—with new plastics. Exempt, you know. Repair and replace. So the contamination with plastics will increase in time, but it’s already too late.




Tahoe Keys Lagoon, TKBHA Piers in Lower portion and left side, TKM Piers to right side

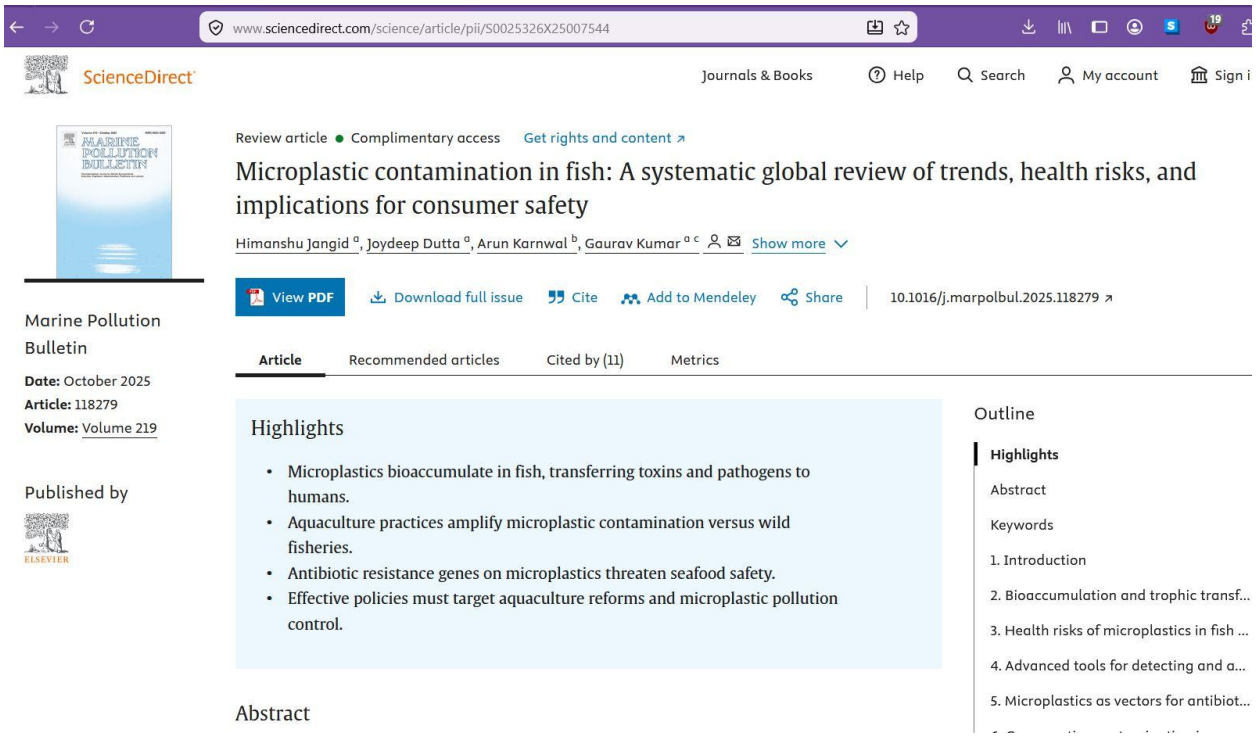
I think it's only a matter of time until my findings concerning microplastics are verified, as microplastics are being studied at Lake Tahoe. Why haven't the researchers at Tahoe

Environmental Research Center and Desert Research Institute sampled the obvious source areas like the Tahoe Keys for microplastics at Lake Tahoe? I guess you'd have to ask them, with microplastics known in Lake Tahoe since 2019. The agency funding may have something to do with the foot-dragging I've seen. I expect the researchers will *eventually* figure it out because it's so damned obvious to me that the GIBS must be afflicting those who can't see it or avoiding seeing it. The agencies may have culpability for allowing the plastics that *never should have been allowed* but they bear no liability for the contamination in the Tahoe Keys—which isn't going "away" unless to the open waters of Lake Tahoe.

Both TKM and TKBHA shared to an unknown degree in contaminating the TKM Lagoon with microplastics and both are potentially liable. These two neighbors have wrangled at times in the past, i.e., over dredging and costs, and now the new owner can share in the fun of dealing with TKBHA on the mess created through no bad intentions of anyone when it comes time to dredge again or otherwise address the microplastics pollution in TKM Lagoon under orders or voluntary compliance. The developer shouldn't be punished for inheriting a mess and the agencies should assist with public funding to abate the plastic mess they've enabled by their exemptions and deficient FONZE approvals (as here) for decades with no thought to the environmental fate of the plastics or effects on Lake Tahoe.

Effects on Consumable Fish

It is well-known that marine fishes accumulate microplastics. See screenshot below for example. Lake Tahoe has microplastics at levels exceeding the famed floating "garbage patch" of plastic waste in the gyre of the Pacific Ocean.



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# Microplastic contamination in fish: A systematic global review of trends, health risks, and implications for consumer safety

Himanshu Jangid [a], Joydeep Dutta [a], Arun Karnwal [b], Gaurav Kumar [a c] Show more

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## Highlights

- Microplastics bioaccumulate in fish, transferring toxins and pathogens to humans.
- Aquaculture practices amplify microplastic contamination versus wild fisheries.
- Antibiotic resistance genes on microplastics threaten seafood safety.
- Effective policies must target aquaculture reforms and microplastic pollution control.

Abstract

Outline

Highlights
Abstract
Keywords
1. Introduction
2. Bioaccumulation and trophic transf...
3. Health risks of microplastics in fish ...
4. Advanced tools for detecting and a...
5. Microplastics as vectors for antibiot...

Due to extraordinary levels of microplastics contamination in Lake Tahoe's open waters, I believe the fish are contaminated, especially the larger fish and bottom fish. I believe the contamination in the Tahoe Keys is much worse, as is the contamination of the fish. I disagree with the assertion on pdf p236, "Based on . . . proposed Project impacts, it was determined the Project may affect, but is not likely to adversely affect LCT." The fish are already affected by microplastics and will be further afflicted by the ongoing marina operations until microplastics contamination of water and sediment is further reduced or eliminated.

I often see kids fishing in the Tahoe Keys. I recommend that no one should eat fish from the waters of the Tahoe Keys, children most of all. Rather, the CA Department of Fish and Wildlife should be tasked with developing Fish Consumption Advisories (FCAs) based on what is already known about microplastics in Lake Tahoe. It is not a pristine lake, far from it. It's all contaminated with microplastics, probably even far worse than known, and the Tahoe Keys is worse by far.

The person who issued this CDFW CEQA Exemption https://ceqanet.lci.ca.gov/2023050488 for the West Channel dredging certainly did not know about microplastics in Lake Tahoe at that time; I doubt anyone did, including me. Interim warnings about fish consumption developed as part of an EIS, signs and such in cooperation with CDFW, could help to protect public health and

safety, and also help to educate the public on the microplastics issues at Lake Tahoe. Fishing could be banned in the TKM Lagoon pending further data. This is consistent with the Precautionary Principle to prevent adverse effects until more is known about the toxin levels in fish, the effects of human health, and/or until FCAs are developed.

Indirect Effects

The IS/MND does not address the indirect effects of "boating" at the TKM in any meaningful way and, together with the limitations in the deficient project description, is insufficient to inform the decisionmakers of the full extent of all reasonably foreseeable environmental impacts before project approval. An EIR must address not only the direct effects of the Project as discussed or omitted in the IS/MND, but also the indirect adverse effects that the IS/MND improperly omits in making its asserted FONSE. The Lahontan Water Board *could* address the impacts of boating on Lake Tahoe, implement its antidegradation requirements and prohibitions and kick the plastic boats off the lake with due notice and require abatement of the plastics in the shorezone. There is no "right" to discharge wastes to the waters just because it has gone on for a long time, especially in violation of prohibitions and antidegration policies. The Washoe tribe the City pays lip-service to at every City Council meeting would like that, their Environmental Director advocates non-motorized boating. Would you Planning Commissioners honestly look him in the eye and tell him the Project as proposed is the way forward for Lake Tahoe ? What is needed is atonement for the destruction that has been wrought.

But the Lahontan Water Board isn't going to do that, ban the boats. Not this year or next anyway. It mandated sanitary disposal for boat sewage, backed the TRPA on the needed and precedential two-stroke engine ban some years ago at Lake Tahoe, but made no findings of its own, and developed the Marina General Permit. That is the extent of the interest in abating boating impacts. Control of boating impacts, and all that accompanies them (they brought in the aquatic invasive species), is not perceived as a priority in the restoration of Lake Tahoe. The agencies have incentives to foot-drag on abating the plastic piers because it was the agencies that jointly approved all the plastic piers for the plastic boats without a thought of adverse impacts. Eventually that will be known so I don't see delay as helpful to their situations. (I don't know if the Lahontan staff will have the time or incentive to comment on this Project, which is sort of why I am. Besides, I know things they don't from my past involvement. I hope it will engage, but "institutional memory" is largely gone at Lake Tahoe in the wake of retirements in my cohort, and budgets and priorities are what they are. The public paper files of the Lahontan

Water Quality Board may contain additional information and should be reviewed, assuming they haven't been destroyed under record retention policies.)

Lake Tahoe isn't going to be restored and there's nothing anyone can really do about it but pretend otherwise. That is cumulative effects written large. Why not continue to milk the cash cow versus ruffling feathers if all it takes is ignoring cumulative effects, ignoring reality? Fine: do it with an EIR. At past and present rates it looks like 30 or 40 years to go before Lake Tahoe is only special for being the largest polluted lake in the world, the waters toxic with plastics. It is the tarnished Jewel.

**Comments on the Initial Environmental Study**

With so much redundancy in the IES, I think I've basically made my case and don't need to through it all for the deficiencies I've cited affecting the findings. Go to the specific finding in the IS/MND at the heart of the matter here: ignoring cumulatively considerable effects. The CEQA Checklist Summary in 4.21.1(b) asks, "Does the Project have impacts that are individually limited, but cumulatively considerable? ('Cumulatively considerable' means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, or the effects of probable future projects." And the finding is, "Less Than Significant Impact." *That is a naked summary statement about an omission with no discussion or analysis provided anywhere in the IS/MND, not a finding based on law and fact assessing cumulative effects against the baseline environmental conditions. The finding is arbitrary and capricious, based on nothing.* My evidence for the record of the multiple unaddressed significant and potentially significant adverse effects from the Project is substantial and "cumulatively considerable." See the graph. Read the text.

The IS/MND is typical of the way most such FONSE documents are promoted and approved—based on ignoring all evidence of degradation of Lake Tahoe water quality and/or degrading environmental conditions in the region. The economic development always has been more important so I am suggesting cutting out the pretense. Stop pretending otherwise with FONSE charades and that restoration of Lake Tahoe is occurring when it can be seen with CLARITY that it is not improving. This Project with its very significant effects won't help and requires an EIR to mitigate, reduce and eliminate those adverse effects as feasible. Do your duty, City.

Aesthetics

Pdf p 34: Scenic Resources are defined as “a distant public view along or through an opening or corridor that is recognized and valued for its scenic quality, or a natural or cultural resource that is indigenous to the area.” Emphasis added; the Upper Truckee River and marsh is both a natural and a cultural resource indigenous to the area. Okay, it is defined as scenic. Then the narrative continues, basically ignoring the definition given and deferring to the lack of agency “scenic” designations to say, “Due to the adjacent development and existing vegetation, long-distance views of the Project area are generally precluded, except from certain viewpoints east of the Project area. The existing open space and CTC Cove East Trail located east of the Project area are not designated as scenic resources, part of a scenic highway corridor, nor as scenic public recreation areas by TRPA or the City (TRPA 1993). . . This impact would be less than significant. No mitigation is required.” I disagree with the first sentence quoted. Besides the views from the east, I visit the area often for its scenery and wildlife (not the TKM), but Cove East.

The tall buildings will stick out from the largest, flattest plain in the entire basin, where people recreate for the views, and will occlude the surrounding mountain landscapes. I also hike on a heavily used trail from Gardner Mountain to Fallen Leaf Lake (southwest of the Project) that very much overlooks the Tahoe Keys and the entire south shore, and those tall buildings are both out of scale and character with what is existing there, will obscure the views of the meadow and river, and will stick up out of the flat plain like a sore thumb. With regard to agency “scenic designations” I guess to a planner’s mind “everything can’t be scenic” so only the agency designations matter. “No impact.” Ha! The TKM needs a billboard so people can find it, find their way back from the Lake, and the tall, massive buildings suit that.



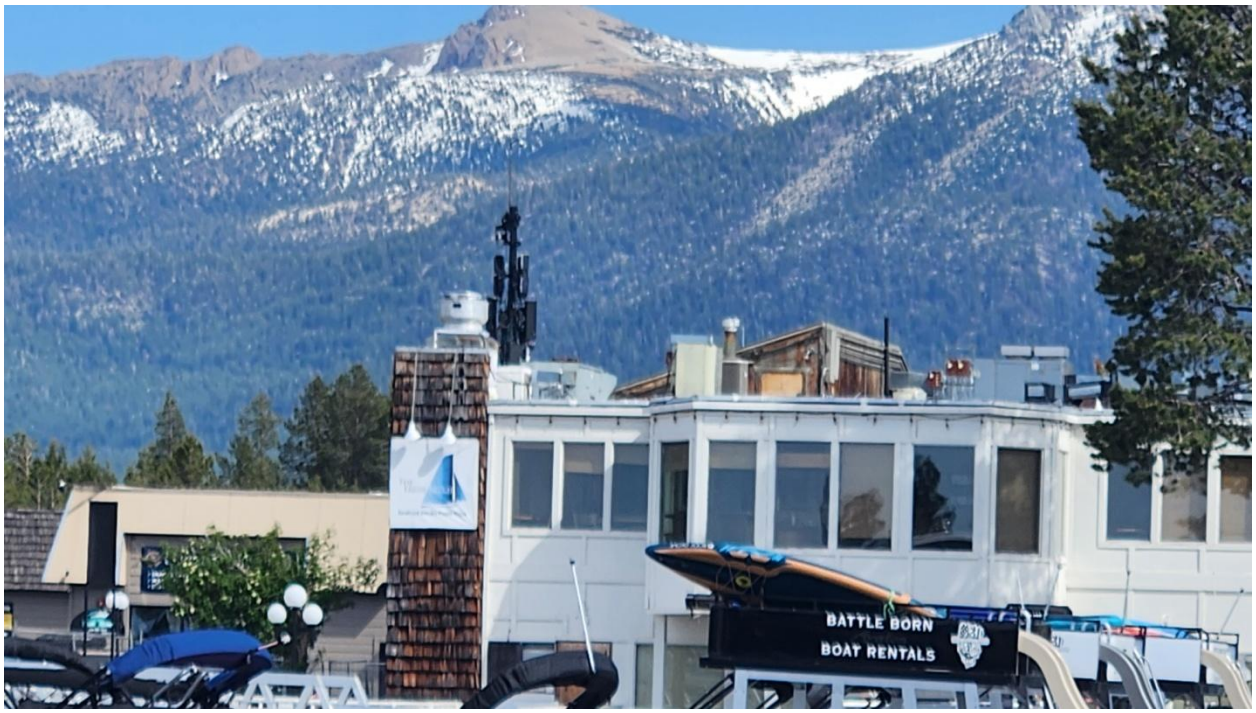
Cell Tower against Mountain Landscape, Cove East to left. 42-foot buildings will block mountain views

It is agency lack of good sense that allowed the tall, ugly cell tower at the adjacent TKM against the scenic mountain and meadow backdrops of one of the most sensitive and precious meadows in the entire Lake Tahoe basin, the Upper Truckee River Marsh half-destroyed by the Tahoe Keys, the River straightened to “shotgun” sediment into Lake Tahoe. Blind as bats, they exacerbated the industrial blight and impacts of this unparalleled legacy of environmental disaster in the region, in Lake Tahoe. I think the tower predates City siting policy for towers favoring industrial sites. I suspect it was promoted for emergency and other phone communications in the vicinity of TKM under no siting policies whatsoever. TRPA also has no siting policies for towers, no aversion to tall, industrial facilities anywhere a telecom wants it. In any case, this “industrial” locale is very different. The tower provides a scale against which the proposed tall buildings can be imagined. Microwaves heat water. I hypothesize that heating and other microwave effects may contribute to degraded biological conditions in the TKM Lagoon around the tower. The tower base is not shown in Figure 5. (pdf p21) and will be located within the little Promenade Park planned.”Isn’t she lovely?” The kids can play around it.



Since the tower is proposed to remain onsite, as a suggested mitigation measure in light of the above for unacknowledged but real adverse scenic and radiofrequency radiation effects on biota from exposure to the tower I would like the existing cell tower of some 50 feet in height to be relocated away from the Marsh and River. It could be attached to one of the building roofs and enclosed or screened with the latest camouflage or "stealthing" materials approved by TRPA. No one will miss it. Where it is now can't be missed and that could be mitigated to remove an eyesore from this beautiful setting. (Eventually more and more people are going to

recognize the towers as toxic biohazards with no valid health and safety data for them but, until then, the FCC and telecoms rule and trespass. Lessees collect fees from the telecoms for the towers and bear potential liabilities for the *uninsurable* telecom industry.)




Two-story Fresh Catch from marina side, with Cell Tower – estimated height 50 feet, behind; provides scale for 42-foot buildings; buildings twice as high will block mountain views

Aquatic Invasive Species

The IS/MND indicates, “A significant element of the Project is bringing the site into compliance with [storm] water quality best management practices (BMPs) and assisting in controlling aquatic invasive species (AIS).” I already commented on storm water requirements of the Marina General Permit. It is unclear what actions will be taken, if any, to manage or abate the AIS weed infestations throughout the TKM Lagoon. AIS is another tremendous legacy of impact on Lake Tahoe largely attributable to the boating at Tahoe Keys. Cutting and harvesting has been a past practice. I assume it continues. If so, where will harvested materials be managed?

Aside from working with persons to assure new AIS are not introduced with the boat ramp and launch, what is planned to deal with the existing AIS problem and to prevent the further spread of AIS plant fragments and viable AIS weed starts to Lake Tahoe? The ISMND is completely deficient in this regard unless I missed something. For example, TKPOA has an AIS management

program and is exploring various management methods to reduce spread of AIS and its impacts. I don't know if TKM is a partner in that TKPOA activity. If so, the activities should be discussed in an EIR and, if not, what is proposed to mitigate the impacts of *existing* AIS?

Risk of Upset

This is typically where CEQA ask the preparer, is there any chance things could go wrong that is reasonably foreseeable, and to provide the applicable mitigation requirements to either prevent or manage the upset condition so significant effects are minimized or avoided. I searched for the term "Risk of Upset" and found nothing, another deficiency of the IS/MND. I saw that spill plans were to be in place during construction for "construction upsets" with nothing for the ongoing operations. Examples that may apply in this case are fuelling mishaps and releases of hydrocarbons to waters, sunken vessels and salvage operations, a break in a fuel line from the tanks, a boat crashing into a pier or other vessel, a fire or explosion (especially now that lithium batteries that can catch fire and explode on contact with water are coming into use for vessel propulsion). Such fires can be very difficult to extinguish and are often associated with charging systems such as are installed at intervals on the piers. What will occur if there is a discovery or appearance of new aquatic invasive species in the TKM Lagoon or someone skips or cheats on an AIS vessel inspection? How will such circumstances be managed to prevent adverse impacts? How will the Project proponent respond to these examples and/or other risks of upset when or if they occur? The IS/MND does not address potentially significant effects and risks from reasonably foreseeable circumstances, with no mitigations proposed, and these matters must be addressed in an EIR.

**Conclusion**

There is both a legacy of adverse environmental effects at the Project site and surroundings and ongoing impacts from marina industrial operations and maintenance. The IS/MND is deficient in a number of areas as discussed herein, and deficient by failing to recognize and mitigate multiple potentially adverse effects of the Project and its continuing and expanded operations. Additional study is warranted to identify the impacts and mitigation measures that may feasibly be applied. An EIR is required, and under provisions of CEQA, overriding considerations can still allow Project approval after adverse effects are mitigated to the extent possible. That is what I recommend. The PC has an extraordinary opportunity to address some legacy issues and make some more real progress at TKM with an EIR, while a faulty IS/MND will continue and expand the existing impacts. I likewise appeal to the developer, reduce your liabilities now, work towards a new vision for recreational boating, invest in Lake Tahoe, be an example. Thank you.

I prepared the attached Independent Water Quality Report and presented it to the TRPA Governing Board, the Executive Officer of the Lahontan Water Board and the Director of Tahoe Environmental Research Center, and others thereafter. There is a lot in there to augment the comments herein in a general and informative way, especially concerning microplastics. Much of it applies to the Project, a bathtub in Lake Bathtub, and I suggest it be read in that context.

KEEP TAHOE PURE; MICROPLASTICS ENDURE

USE WOOD METAL AND STONE IN THE SHOREZONE!

Attachments: Preliminary Photo Report on Deteriorating Plastic Structures at Lake Tahoe; by Alan Miller, PE May 29, 2023

An Independent Report on Lake Tahoe Water Quality Based on a Review of Available Public Information: Part 1: A Conceptual Model for Lake Tahoe with a Focus On Microplastics and the Total Maximum Daily Load Regulation for Lake Tahoe; Part 2: Focusing on Review of the Tahoe Environmental Research Center's 2025 State of the Lake Report and Recommended Actions to Aid the Restoration of Lake Tahoe; by Alan Miller, Civil and Environmental Engineer, August 26, 2025

**Preliminary Photo Report on Deteriorating Plastic Structures at Lake Tahoe**

**By Alan Miller, PE May 29, 2023**




Deteriorating PVC decking, with polystyrene (PS) “popcorn” in the water from disintegrating ballasts. Tahoe Keys Marina. (8063)




Plastic decking deteriorated from weathering and flaking off as microplastics over waters. Typical of the hundred of plastics docks at Tahoe Keys Marina. (7982)

**Introductory Remarks**

This report is a preliminary examination of plastic shorezone structures at Lake Tahoe, all in California, for documenting conditions at certain marinas and other selected water locations accessible to the public. The sheer quantity of plastic is staggering, and difficult to show in pictures without a report of extraordinary length. These photos therefore serve as representative examples of conditions notably more extensive. The Tahoe City Marina (TCM) and Tahoe Keys Marina (TKM) are large, esp. the latter, I soon tired of photographing individual (labeled) piers in the hundreds at TKM, which were generally in similar deteriorated conditions as shown above.

This report provides a short photo tour and highlights areas where plastic wastes are being discharged to the water environment in violation of California water quality laws and prohibitions. A variety of materials and plastics will be shown, with a focus on the fixed structures. That said, it has to be noted that there are numerous other sources of plastic associated with mobile sources: boats, their vinyl interiors, floats, covers and tarps, curtains, manufactured wood products (plywood made with polymer glues), and numerous other things which are not a focus of this report, but are sources in and near waters that must be considered. Unlike many other sources of microplastics, ALL of these microplastic pollution sources may be subject to regulatory control and have historically not been. I suspect that the many plastic decking products begin to deteriorate shortly after installation, at invisible rates, until the unraveling becomes readily visible. Thus, no need for microscopes and expensive water testing to know there's a problem, only to characterize and quantify the extent.

I worked my entire career with the marinas at Lake Tahoe, and oversaw the renewal of the Lake Tahoe Marina General Permit adopted by the Lahontan Water Board in 2016, specific for Lake Tahoe, which is still in effect. Shoreline structures at Lake Tahoe and boating (with the exception of sewage management, 2-stroke engine ban and aquatic invasive species) are viewed and managed much like in any other water body nationwide, but Lake Tahoe is not like other water bodies. It is both ultra-pure and ultra-large, due to its tremendous depths. This provides an average hydraulic residence time reportedly on the order of 600 years, due to it single outflow. Thus contaminants such as plastic will accumulate over time, much as they do in the various gyres of the oceans, contaminate the water and occlude clarity. I assert that Lake Tahoe is under severe unrecognized threat of plastic contamination, which has barely begun to be studied by water sampling, with the public and private plastic docks lake-wide a ticking plastic time bomb. Marinas are concentrated sources, but homeowner docks are numerous and many consist in whole or part of plastics. They are not a focus of this report. Concentrated or dispersed, the plastics are generally subject to removal from the water column by settling only

if the plastic particles are heavier than water, where they will contaminate sediments, particularly in the near-shore environments.

If boating is to continue at Lake Tahoe to serve public recreation, the likely far-worse sources of plastics which are subject to control and abatement/removal over time are the fixed plastic shoreline structures subject to regulations. That is therefore the starting point for abating the prohibited discharges of plastic litter and microplastics, especially with available viable alternatives: rock, wood, metal, concrete. Lake Tahoe has already absorbed a lot of sin. Any delay in regulatory action will only make the problems worsen.

Photos are organized by Marina in the main, with captions and annotations beneath the photo. (Numbers are for my reference.) Information is presented in the following order:

1. Tahoe Keys Marina
2. Tahoe Keys Homeowner Lagoons
3. Ski Run Marina
4. Lakeside Marina
5. Tahoe City Marina
6. Obexer’s Marina

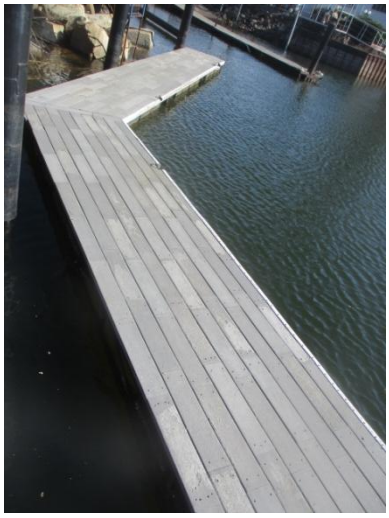
**Tahoe Keys Marina (TKM); April 29, 2023**



Welcome to the Tahoe Keys Marina! This is the pier adjacent the boat ramp, a portion of TKM. Plywood decking contains epoxies and glues and extends the entire length of this long pier. Plastic in the walkway, versus side extensions, is subject to heavy foot traffic, dragging things, rolling things, etc., and likely deteriorated first. When was plywood installed? Whether the plywood is applied over deteriorating plastic in the walkway is a question subject to further inspection. Plywood is subject to weathering and deterioration. Lovely grey though. (7959)



Spalling and flaking plastic decking shows plastics are friable with weathering and become microplastics. To state the obvious, there is nowhere for the plastics to go but into the water. Degradation like this appears to be widespread but inconsistent and results in the "checkerboard" patterns, shown in the following side-deck photos, from different deterioration rates; all are eroding, and there are hundreds.



(7958)



(7978)



Four of six boat ramps missing docks, broken and submerged by winter snow and ice, post-thaw. Condo side, facing southerly. (7985)




Plastic carpet over plywood. Such plastic turf replacements are not uncommon at the marinas I visited. Green color, attractive to waterfowl. (7991)



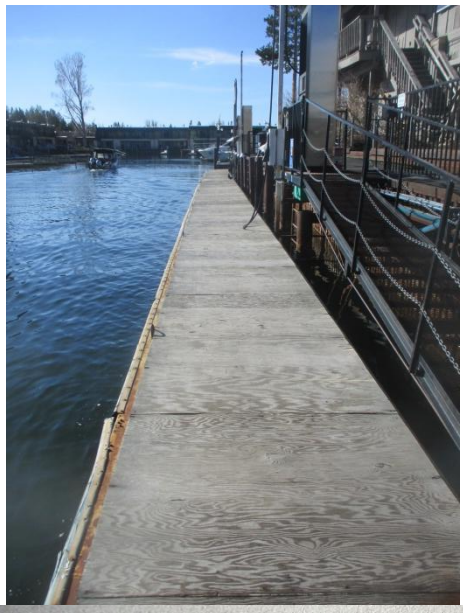
Deteriorating weathered plywood. (7993)



Held together with plastic tape. (7995)



Some older pier decks are concrete, which hold up better, or wood. Here is a floating dock extension (above center pier, whitish) that is partly covered by plastic sheathing. (8011)





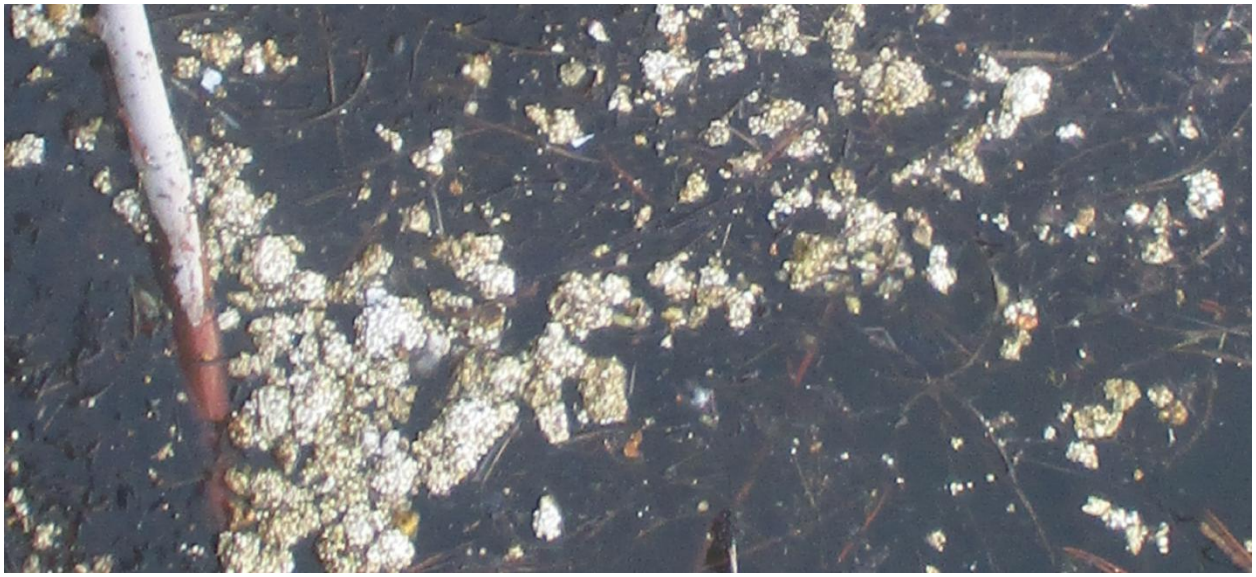


Fuel dock area, plywood and plastic panels. Note cracking, abrasions. (8020) (8022) (8023)

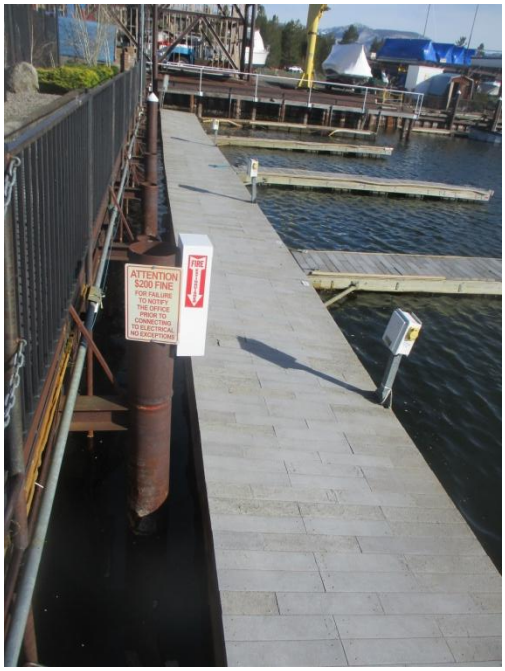




One of many “popcorn” pier deck floats, plastic covers missing; note floating particulates dispersing in water in first photo. Close-up of deteriorating plastics, most likely polystyrene. What lurks below the waterline? How much of the original plastic mass is missing? (8049) (8050)



Close up of polystrene pollutants. (8056)




Deteriorating “checkerboard” decks, south end with boat hoist shown, top middle. Popcorn in water. (8062)





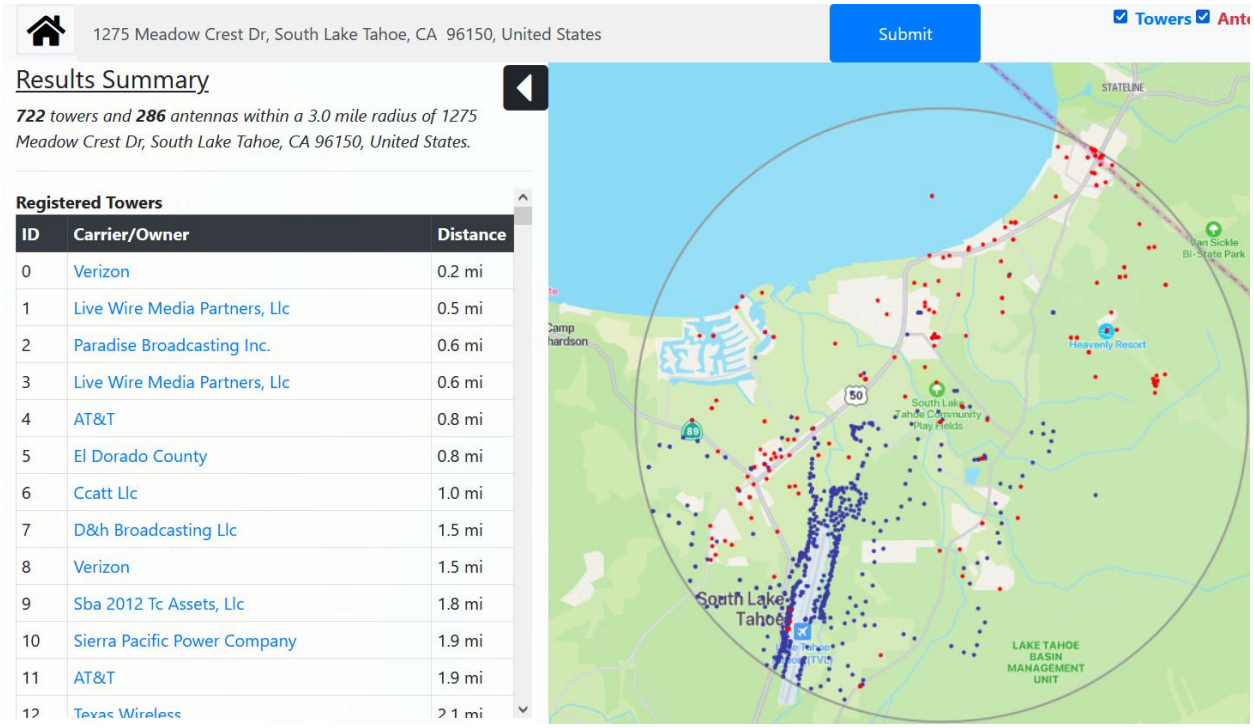
Floating microplastics; algae bloom, plastics, boat hoist area, lower photo. (8060) (8064)



Turbidity curtain, plastic, stored adjacent to waters. Presumably ready for deployment, but covered in a coating of fine white microplastic dust from weathering and/or UV light exposure. (8071)



Telecommunications macrotower, near boat hoist, between the TKM and Upper Truckee River/Marsh restoration site; photo facing east. Could there be any connection with tower electromagnetic radiation emissions and the poor water quality conditions observed in this location? Microwaves penetrate water, are used for cooking by exciting water molecules. (8066)




The tower shown previously is just one of 722 towers and 286 antennas in a three-mile radius, as shown circled, including the (blue) Upper Truckee River beside the Airport, all of the "near-shore" areas along Highway 50, and over and near waters, including the Tahoe Keys and TKM, where degraded shorezone conditions have been the subject of much public and scientific interest in recent years. Radiation exposure is cumulative, every antenna in a specified range adding to the energies and durations. Microwaves are known to interact strongly with the water molecule, depending on the frequency and energy levels. It is known to destroy the tetrahedral microstructure of water at certain frequencies. The effects of electromagnetic energies have long been known to the military, and their telecom allies, but they are not adding to the scientific inquiries.

It is unknown what effects the microwaves may be having on the ultra-pure waters of Lake Tahoe or it largest tributary. Besides the direct effects of microwaves on waters, beyond but including heating, I speculate that there could be adverse effects on organisms in the aquatic environment, perhaps subtle, effects that degrade the environment generally and together with other factors shift localized ecologies and water quality conditions to less desirable states, i.e., fostering AIS, algae growth, poor clarity, etc.

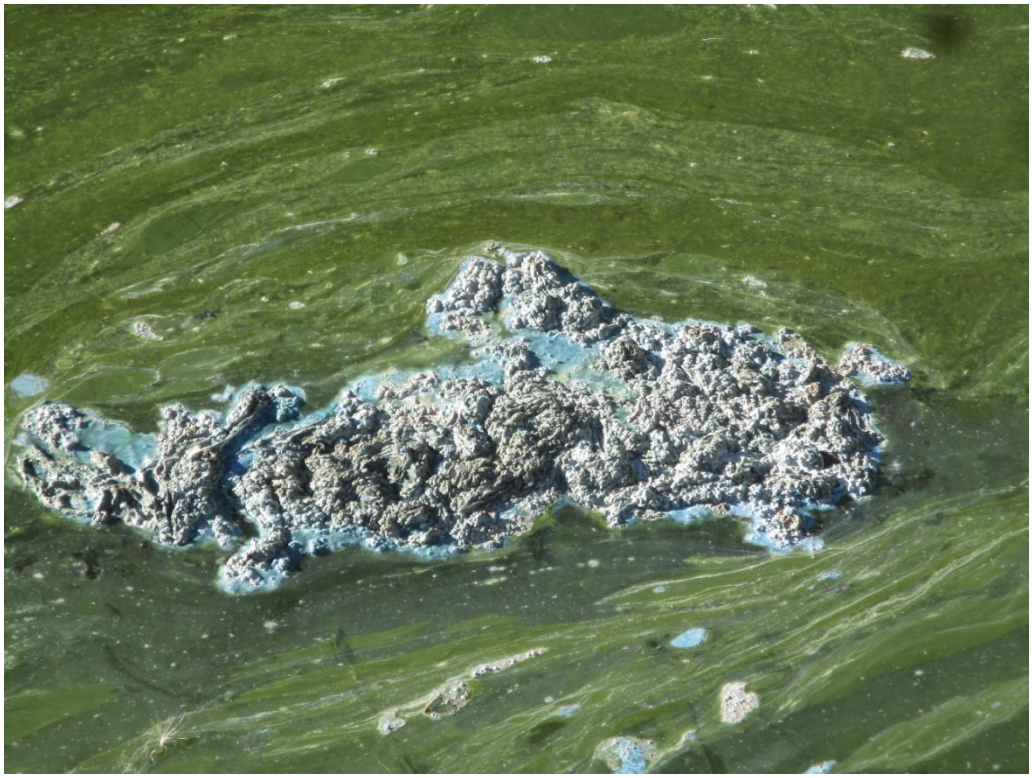
**Tahoe Keyss Homeowner Lagoons**



Tahoe Keys Lagoon, west of Lido, 8/5/22, after dual treatments for AIS. Note intact docks and piers, algal bloom, poor water quality, waters closed to boating (“the lost season” for many). (5003)



Algae in full bloom, 8/22/22, post-treatments, a blue variety never before seen at Lake Tahoe, to my knowledge. May it never be seen again. (5154) [Side note: coincidentally, this was the day I filed my Appeal on the Ski Run Tower.]



Close-up of a floating blue-grey patch, presumably algae. 8/22/22. Horrific stench. These patches would dry in the sun and accumulate on the shoreline, where they persisted until Fall. I have not seen such photos presented by the TRPA to the public in connection with the treatment projects. (5153)



Same area as prior photos, west of Lido, 8/29/22; windblown algae on surface of bloom, foaming, slightly tinged with blue. Note intact docks.



Same area following year, 4/20/23, water rising fast. Note poor turbidity. (7642)



Note the number of submerged, damaged docks, especially on the far bank. 8/20/23 (7643)



Docks submerged by heavy winter snows, Spring 2023. (7487)



Submerged plastic dock, typical of the many that will require repairs following the winter of 2022-2023. (7513)



Plastic docks buried and broken by winter snow and ice, Spring 2023. (7519)

## Ski Run Marina; 5/18/22 and 4/27/23



Ski Run Marina, with its rental boat fleet, looking south, with plastic decking laid on sand near beach, abraded by sandy shoes, walkers, equipment. (4229)




Ski Run Marina, looking north. Lots of plastics, generally in reasonably good condition, though still subject to abrasion by sand, as shown in cracks, and weathering. Note turbidity curtain surrounding (yellow). (4234)



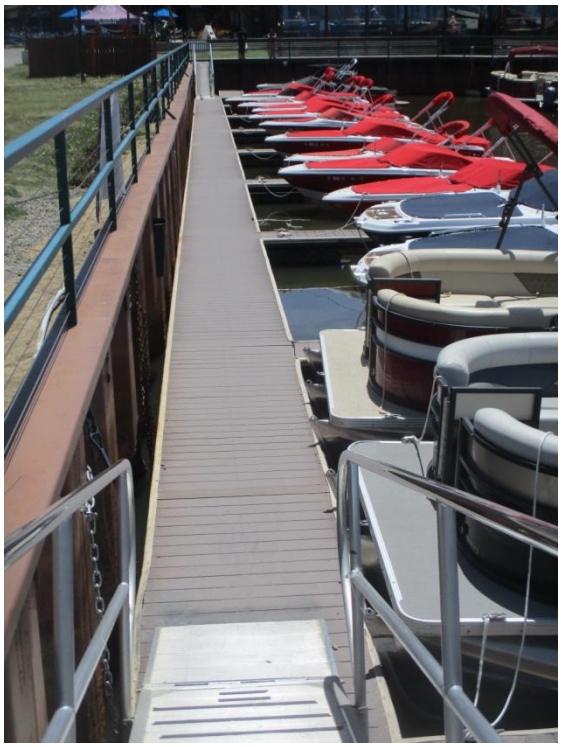
Discarded plastic shard from turbidity curtain in use, plastic deteriorating. (4241)



Close up of typical plastic decking showing weathering, surface wear and scratches from sand. (4245)



Plastic floats baking in the sun. (4232)



Abrasion of plastics at metal ramp interfaces is typical. (4231)




Spring 2023, plastic popcorn in the water. Vinyl boat interiors, plastic fabrics, decking. (7896)

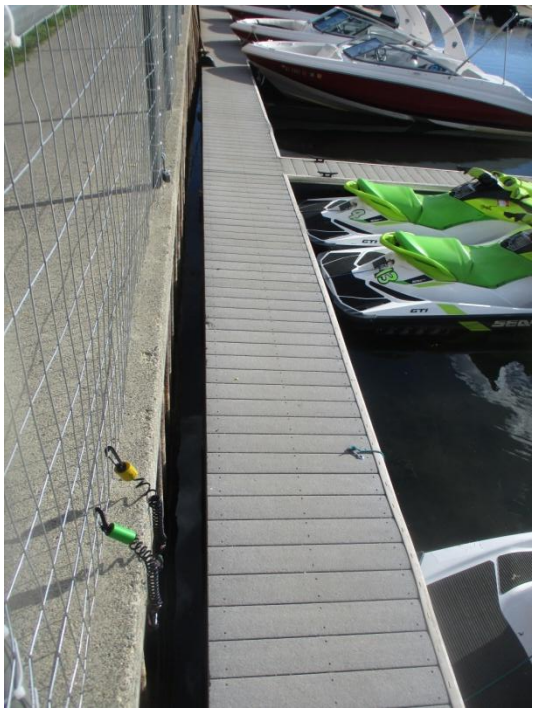
Lakeside Marina; 8/8/22



Small marina. Wrap-around plastic decking, generally in good condition, adjacent boat ramp. (50 31)



(5035)



Some minor weathering and surface deterioration of decking on close inspection. (5033)

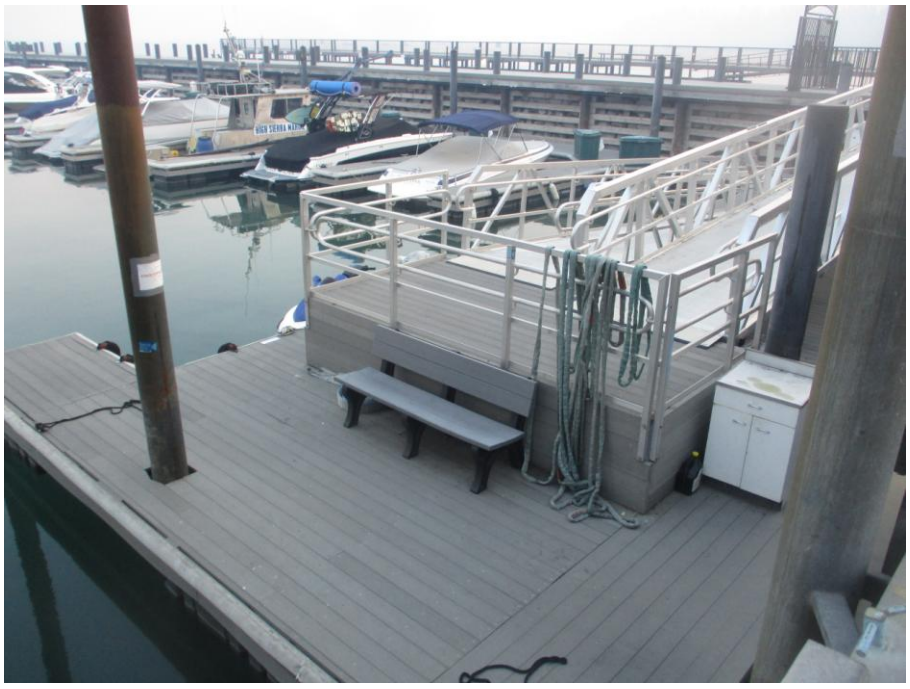


Lakeside Marina office. Realistic as it appears, my recall is this “lawn” is plastic astroturf. Notice “strips” parallel to shadow at right. This was in August following a period of dry years. (5037)

## Tahoe City Marina; 9/15/22




GATED, Access Restricted. The TCM contains a new part, and an old part, which was retained with marina expansion under TRPA's Master Planning Process for marinas a decade ago or so. (5462)



No shortage of plastics at TCM. The following photos are in the newer part, which tends to be in better condition. (5458)



Plastic sheathing material (5463)



Checkerboards. (5467)



Ramp with rug/cover. (5469)



Quite a lot of concentrated plastic to consider, many sources, cumulatively. (5473)



Easterly side, this would be the older part if memory serves. (5483)



Example of decking in the older sections, ramp at top of photo. (5464)



Weathered, scuffed, scratched, stained decking. (5485)



Abrasion at ramp connections, weathered plywood. (5484)



Plastic astroturf along entire length of sheet piles. (5476)

## Obexer's Marina; 9/15/22



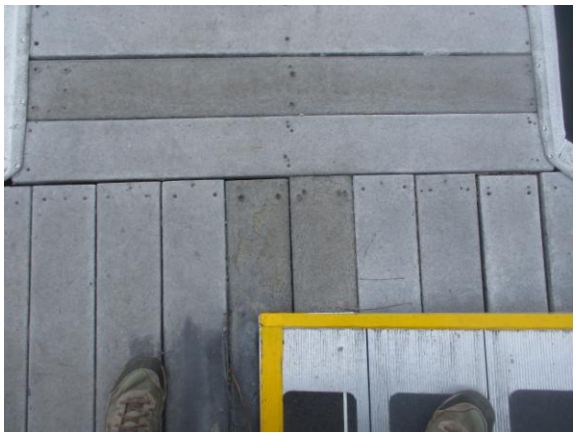
Looking northerly, fuel dock on far end. (5449)




Looking easterly, fuel dock on far end. Note severely degraded plastic decking at entryway. All of the observed decking is in a state of decay at this marina, while still capable of serving functionally. Observations at Obexer's marina include a high number of degraded deck boards, plastic with breakage, cuts, chips, abrasion and general deterioration, as follows. (5454)



Checkerboard decks, ramp abrasion.(5410)



Deteriorated decking. (5416)



Some replacements were obviously needed. The material in the foreground is weathered, friable and subject to further weathering and dispersal. How bad did it get prior to replacement? (5438)



Severely weathered plastic deck board with other less-weathered plastic deck boards.(5420)



End-view of plastic deck boards showing cracking. (5430)

**Summary Comments**

There is much more information to present on a plastic surface which has barely been scratched, but this gets at the concerns. This is but a small sampling of existing marinas, public piers and launches, private docks, and shorezone structures at Lake Tahoe, many of which are comprised of plastics in an accelerating state of decay. This report is enough to give a flavor and sense of what is happening at our Lake with regard to microplastics and where it will lead unchecked. This is despite any currently applicable Permit "conditions" or requirements.

Time is of the essence for regulators to intervene to disrupt the ongoing waste discharges, which are prohibited by law, and detrimental to beneficial uses of water, going on under their watch. The affair with unbridled plastics in the aquatic environment at Lake Tahoe must end. To do otherwise courts disastrous water quality consequences lakewide. As the circumstances show, and with many repairs and replacements and new structures needed following the last winter, bringing in more plastics and plastic pollution should be prevented in my view, if at all possible, and fast. Thus, this "preliminary" report to help stimulate action.

Now that research has discovered microplastics in Lake Tahoe, in light of this report we may plausibly surmise that they are not all from airborne dust and landscape runoff, bringing monopine and other unchecked wastes, but are related to the structures emplaced in the shorezone, as has been allowed without due examination of the potential adverse environmental effects.

This in-lake source of plastic pollution and its potential effects on Lake Tahoe water clarity is outside the realm of the Total Maximum Daily Load regulation developed for Lake Tahoe and, based on the record, was overlooked and given no consideration with regard to water clarity and research models.

August 27, 2025 Testimony to TRPA Governing Board and TERC Director Stephanie Hampton

Concerning the 2024 and 2025 State of the Lake Reports

Alan Miller, Civil and Environmental Engineer

Last week when your agenda came out about the presentation planned for the State of the Lake report with last year's data, I dove in to follow up some comments I sent you last month on the Johannesson pier related to water quality, microplastics and the Total Maximum Daily Load regulations here in the basin. You have my written comments in the form of an updated independent water quality report with my engineering perspectives on the data from the last several years of reports and TMDL program. I suggest you read it.

It shows Lake Tahoe is in a crisis and what it points to is a need for change. Change the approaches to regional management, change the regulations to accord with the laws, both at TRPA and the Lahontan Water Board, and implement the existing laws in place to protect the environment. You need to stop ignoring the waste discharge prohibitions in your own regional plan and cease approving of plastic shorezone structures that have contaminated the lake with microplastics. You need to clean up the toxic mess you have caused and created. You need to do a much better job of evaluating environmental impacts and stop being the Tahoe Regional Piecemealing Agency.

My analysis concludes that the TMDL for Lake Tahoe with your partners in CA and NV has not halted and will not halt the continued decline of clarity and overall lake health. If I am correct, and I challenge anyone to refute my findings based on scientific evidence, it means that

restoration promises under it are not possible, if they ever were. While some valuable restoration work has been accomplished I think in other ways it was perceived as a license for business as usual as long as the municipalities meet their load reduction targets, and that isn't working.

The State of the Lake Reports are the annual "report cards" for the agency actions basin-wide and it's another "F" this last year. They are the most important monitoring reports because that is all TRPA has to track the effects of its activities on the most-important threshold, water quality. The inactions to change and cumulative project effects TRPA has ignored for so long are now evident with the ongoing declines in water quality, a situation that will not reverse with status-quo management.

My report points out that TERC, the Lahontan Water Board, and to some extent TRPA, is under new executive management. Time will tell if any these people are leaders with followers. They are limited by those they serve, the boards, and that's what's led to this moment. Lake Tahoe is at a tipping point, so they need empowerment and help to make wise changes. Unless some large initiatives are started now, it looks like its 60 feet of clarity or less from here on out, and that Lake Tahoe will become a toxic pit filled with microplastics while the cash cow is milked to death. It's like asking TRPA to grow new eyes, a brain, a heart and hands to change course. That's what's needed. You have my recommendations.

# An Independent Report on Lake Tahoe Water Quality

# Based on a Review of Available Public Information

# Part 1: A Conceptual Model for Lake Tahoe

# with a Focus On Microplastics and the

# Total Maximum Daily Load Regulation for Lake Tahoe

By

Alan Miller, Civil and Environmental Engineer

South Lake Tahoe California

August 26, 2025

(Note to the reader: the information in Part 1 of this Report was first provided in Public Interest Comments to the Tahoe Regional Planning Agency Governing Board, meeting of July 23, 2025, Agenda item X.A. Remand of Appeal Stock/Johannessen Single-Parcel Pier Permit, and has been reformatted here without substantial revision other than removal of project-specific comments and findings.)

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REFERENCES

*Keep Tahoe Pure; Microplastics Endure*

*Use Wood, Metal and Stone in the Shorezone*

**GENERAL COMMENTS WITH REGARD TO WATER QUALITY**

WATER QUALITY STANDARDS

The USEPA implements water quality "standards" pursuant to the federal Clean Water Act, and has formally (and legally) delegated most program implementation to the states, with certain exceptions. The CA Water Boards implement the CWA under the California Water Code which preceded the CWA. TRPA has a role in federal CWA water quality planning. I am not familiar with NV water quality laws, which likely do not exceed CA's.

CA doesn't have water quality "standards" per se for Lake Tahoe as in the CWA; you won't find that term in the CA regulations. CA has designated "beneficial uses" for the surface and ground "waters of the state" and narrative and/or numeric "water quality objectives" that support those beneficial uses, and may also prohibit disposal of wastes of certain types or in certain areas, i.e., sewage wastes are prohibited in the Tahoe basin. It also has a "non-degradation" objective for high-quality waters such as Lake Tahoe that are generally expected to support all beneficial uses, though it has not been very skillfully or effectively employed, as in the case of Lake Tahoe which has been allowed to degrade for decades, impermissibly in my view, to this day.

CALIFORNIA'S WATER QUALITY CONTROL PLAN FOR LAKE TAHOE

Lahontan Water Board has its Water Quality Control Plan for the Lahontan Region, or "Basin Plan" which contains regulations implemented in permits called "waste discharge requirements," which are Board orders, and other regulatory actions. The principal charge on the Lahontan Water Quality Board is to control the discharge of "wastes," broadly defined, that may adversely affect water quality to the detriment of beneficial uses using the narrative and numeric water quality objectives and prohibitions when allowing waste discharges. See the Lahontan Basin Plan at https://waterboards.ca.gov/lahontan/water_issues/programs/basin_plan/ for details.

PROHIBITIONS ON WASTE DISCHARGES

Probably the first things to understand are general prohibitions (Basin Plan, p 4.1-1). Violation of these prohibitions may result in fines or other sanctions from the Water Board, or it may simply look away and take no action in its discretion. Sometimes prohibition is the best means of control. Applicable Basin Plan prohibitions include, and are not limited to, the following:

> Regionwide Prohibitions
>
> 1. The discharge of waste that causes violation of any narrative or numeric water quality objective contained in this Plan is prohibited.

2. Where any numeric or narrative water quality objective contained in this Plan is already being violated, the discharge of waste that causes further degradation or pollution is prohibited.

3. The discharge of waste that could affect the quality of waters of the state that is not authorized by the State or Regional Board through waste discharge requirements, waiver of waste discharge requirements, NPDES permit, cease and desist order, certification of water quality compliance pursuant to Clean Water Act section 401, or other appropriate regulatory mechanism is prohibited.

If a waste-generating activity is not "exempt" it's supposed to be regulated in some way. Prohibitions specific to Lake Tahoe are in Chapter 5, for example:

1. The discharge attributable to human activities of any waste or deleterious material to surface waters of the Lake Tahoe HU is prohibited. An exemption to this prohibition may be granted whenever the Regional Board finds all of the following:

a. The discharge of waste will not, individually or collectively, directly or indirectly, adversely affect beneficial uses, and

b. There is no reasonable alternative to the waste discharge, and

c. All applicable and practicable control and mitigation measures have been incorporated to minimize potential adverse impacts to water quality and beneficial uses.

2. The discharge attributable to human activities of any waste or deleterious material to land below the highwater rim of Lake Tahoe or within the 100-year floodplain of any tributary to Lake Tahoe is prohibited.

BENEFICIAL USES OF WATER

Beneficial uses may be adversely affected (discussed blow) by plastic structures in the Lake Tahoe shorezone and there are reasonable alternatives for such plastics use to mitigate this source for new or replacement structures; wood, metal and stone/concrete. It all ties back to the beneficial uses and objectives. What are the beneficial uses of the waters of Lake Tahoe that may be adversely affected by microplastics, and cumulatively with all the other project-sources of microplastics? Definitions of Beneficial Uses are listed and described in Chapter 2. I've left some descriptions in below while leaving most out as self-evident and included only those I assert may be adversely affected by microplastics:

Agricultural Supply. Aquaculture. Preservation of Biological Habitats of Special Significance (refuges, parks, sanctuaries, ecological reserves, etc.). Cold Freshwater Habitat. Commercial

and Sportfishing. Tribal Tradition and Culture (uses that support the rights or lifeways of California Native American tribes). Freshwater Replenishment. Ground Water Recharge. Industrial Service Supply. Migration of Aquatic Organisms. Municipal and Domestic Supply. Industrial Process Supply. Rare, Threatened, or Endangered Species (uses that support habitat necessary for the survival and successful maintenance of plant or animal species established under state and/or federal law as rare, threatened or endangered). Water Contact Recreation. Noncontact Water Recreation (uses not limited to, picnicking, beachcombing, aquatic life study, fishing, sightseeing, and aesthetic enjoyment). Spawning, Reproduction, and Development (uses of waters that support high quality aquatic habitat necessary for reproduction and early development of fish and wildlife. Subsistence Fishing. Tribal Subsistence Fishing. Wildlife Habitat (uses for preservation and enhancement of vegetation and prey species used by wildlife, such as waterfowl). Water Quality Enhancement.

Potential Significant Impacts to Beneficial Uses

Without going into detail on each, I assert legitimate arguments could be made that any or all of the above beneficial uses may be adversely affected by toxins in microplastics, or affected aesthetically such as by clarity loss from microplastics. There is plenty of info in the literature, with more coming every day, about the toxic effects of plastics on human health and the environment. There is very little encouraging news that way, with too many plastics of too many types to study, assess and manage, testing difficulties and lack of specific regulatory standards and/or regulations. There are no unaffected control sites; plastic contamination is global. Thus, the need for narrative objectives (i.e., no toxins in toxic amounts) and prohibition requirements (to prevent) come into the water quality control picture.

Global Microplastics

There has been blindness to the insidious and widespread contamination of the global environment with microplastics by regulatory agencies of all stripes, including *every agency* at Lake Tahoe with authority over pier approvals. They are following the failed USEPA policies on plastics that have resulted in contaminating air, water, soil and all biologic organisms with man-made toxins at detrimental levels. Evidence of the notorious contamination of Lake Tahoe with microplastics has not restored sight to the blind as yet, the idiotic abandonment of the precautionary principle by all with regard to approving new sources of microplastics in the shorezone. This has continued through my appeal in 2022 of a project involving microplastics (hear my recorded testimony at the September 2022 meeting of the Governing Board), my litigation over same, my public comments and petitions to TRPA, the Water Boards (State and Regional) and other agencies over marinas and piers as prime sources of microplastics in Lake Tahoe in 2022 through 2024, and my Petition and other writings to TRPA concerning

microplastics in 2025. They violate their charges routinely under blind, rote permitting policies, just as here; with TRPA it is done under fraudulent environmental review requirements.

Controlling Impacts of Microplastics - Prevention

There is information to indicate that exposure to microplastics adversely affects growth and development of plants and wildlife, is generally "deleterious," and that plastics and toxins in plastics concentrate up the food web to contaminate benthic organisms, algae, copepods, fish, waterfowl, birds, bears and other wildlife, even crossing the blood-brain barrier in humans. Plastics may contain "heavy metals" such as lead (Pb) and other additives which are also toxic. Particles of microplastics shed from the piers may tend to disperse in the water while heavier components may settle out and deposit on the bottom in a zone around them that has toxic elements in the sediment that can be taken up by people (swimmers), and aquatic and terrestrial organisms.

Prohibition and prevention therefore looms large as the primary cost-effective means for control of microplastics at Lake Tahoe—and elsewhere. I further assert microplastics from approved projects have already caused or contributed majorly to microplastic contamination in Lake Tahoe and recognition of the fate of such plastics in the Lake Tahoe environment is needed, for instances, when planning new proposed piers and conducting marina "master planning" at the Tahoe Keys Marina to redress toxic plastic discharges. Humans may be able to eventually treat the water they drink to make it safe, while wildlife and aquatic organisms must live with or within and survive amidst the toxins.

WATER QUALITY OBJECTIVES

What are the relevant CA water quality objectives for microplastics? There are many, and again I will cite those I see as most threatened by microplastics (Basin Plan Chapter 3).

> Toxicity: All waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life. Compliance with this objective will be determined by use of indicator organisms, analyses of species diversity, population density, growth anomalies, bioassays of appropriate duration and/or other appropriate methods as specified by the Regional Board. The survival of aquatic life in surface waters subjected to a waste discharge, or other controllable water quality factors, shall not be less than that for the same water body in areas unaffected by the waste discharge. . . ." (Basin Plan, p 3.7).

Numerical objectives are not available for all plastics in use but there are objectives for certain chemicals in plastics and the regulations include a "catch-all" phrase under "Chemical Constituents" (the last part):

> Waters designated (for municipal supply) shall not contain concentrations of chemical constituents in excess of the maximum contaminant level (MCL) or secondary maximum contaminant level (SMCL) based upon drinking water standards specified in the following provisions of Title 22 of the California Code of Regulations, which are incorporated by reference into this plan . . . . Waters shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses."

The above are just some of the relevant water quality "standards" pertaining to microplastics. Lake Tahoe Clarity is a separate distinct objective that is not being met while further "consistent degradation" (per TERC) is allowed to continue. Read Basin Plan Chapter 5 for details.

**ANALYSIS OF TAHOE ENVIRONMENTAL RESEARCH CENTER REPORTS**

INTRODUCTORY GENERAL COMMENTS

The comments in this section provide my independent review of the 2024 State of the Lake Report for Lake Tahoe published by Tahoe Environmental Research Center (TERC), with a focus on the Clarity Appendix and microplastics for purposes here. TERC has issued their reports annually for many years reportedly, among other reasons, to guide restoration efforts at Lake Tahoe. They don't really say how that happens, how data and research is used to inform and guide policies, say of the TRPA or the CA Regional Water Quality Control Board, Lahontan Region, or the U.S Army Corps of Engineers or USEPA, which has a Tahoe office. They put certain information like the State of the Lake Reports out for the general public and lay agency decision-maker, while presumably working "behind-the scenes" with the agencies, and agencies can do what they want with them. From what I can tell, the agencies don't do anything with the reports, beyond perhaps reading them.

My challenge to TRPA and the others is to point to one thing, just one, in their policies over the last decade that have changed as a direct result of "following the science." TRPA may add their *spin* to the reports; I don't presume the researchers are free of influence from their funders. Even if that is untrue, there are compelling trends showing consistent degradation of Lake clarity and water quality, and other plagues. TERC presents their data and the merest discussions providing their interpretations, reasons unknown. These comments therefore augment the limited discussions provided by TERC and others (TRPA).

A BATHTUB MODEL FOR LAKE TAHOE

First I want to present a conceptual model for Lake Tahoe, an analogy that ought to help clarify for all what is going on with Lake Tahoe clarity and the overall water quality for which it is an indicator. I call it LAKE BATHTUB.

(For an informative video depicting the sides and bathymetry of the bathtub along with a brief historical perspective/facts see this link from UC Davis Tahoe https://www.youtube.com/watch?v=1kxySVKiWfU.)

See below the screen shot from a U.S. Geological Survey public report showing Lake Tahoe with the rim shaded by rock type. Visualize Lake Tahoe as a bathtub, but a very, very cold, deep one that holds an extraordinary amount of what was once ultra-pure water since the last glaciers retreated over 11,000 years ago. The Washoe people occupied the Lake Tahoe region since then, until they were booted out 100-150 years ago.

The Rim

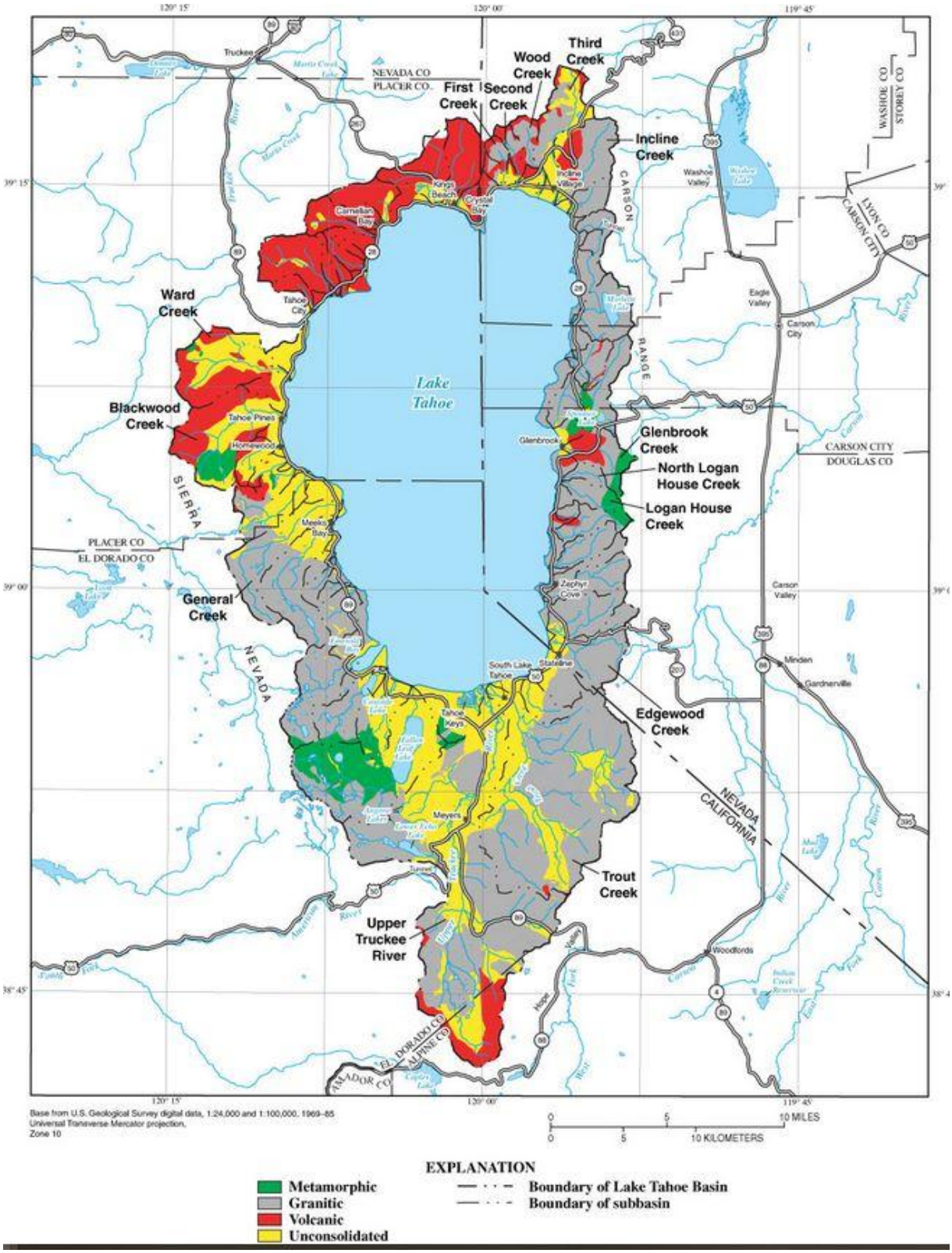
Lake Tahoe is sort of oval like a bathtub with a rim that slopes in from almost no width at the single outlet, the Truckee River in Tahoe City, to many miles wide from the headwaters of the largest tributary input, the upper Truckee River in S. Lake Tahoe. But our bathtub is not smooth-sided and the bottom is irregular, plunging to depths more than 1600 feet. It's more like one of those *plastic* bathtub spas that have the water jets built into the sides and a couple of arm rests and benches, the south shore being the shallower end of the tub. We have to include these jets in the model because Lake Tahoe has internal currents that slowly circulate waters in response to winds, thermal changes and input currents from 63 named streams that flow into Lake Tahoe. Every so often, it's like the winds or jets turn on high (or medium) and the bathtub is mixed either partly or completely from top to bottom, oxygenating the deeper waters in the process. It's very cold and dark at the bottom with tremendous hydraulic pressures and not much going on biologically.

We have the bathtub with its "rim" and its biggest inputs (> one-third) flowing in on the south shore, with Trout Creek the second largest stream input, with a discharge point in the general vicinity of the UTR. The top six feet of Lake Tahoe is literally operated to keep the bathtub from overflowing the top drain, the Lake Tahoe Dam outlet, and to provide water below Lake Tahoe in accordance with federal requirements and the complex "Truckee River Operating Agreement." All of the sediment particles that flow in are basically retained, trapped in the bathtub where they settle out or swirl about in the currents, and seldom reach the outlet except with extreme regional flooding, when the bathtub has overflowed and made quite a mess, as one might expect (e.g., 1997).

The Showers

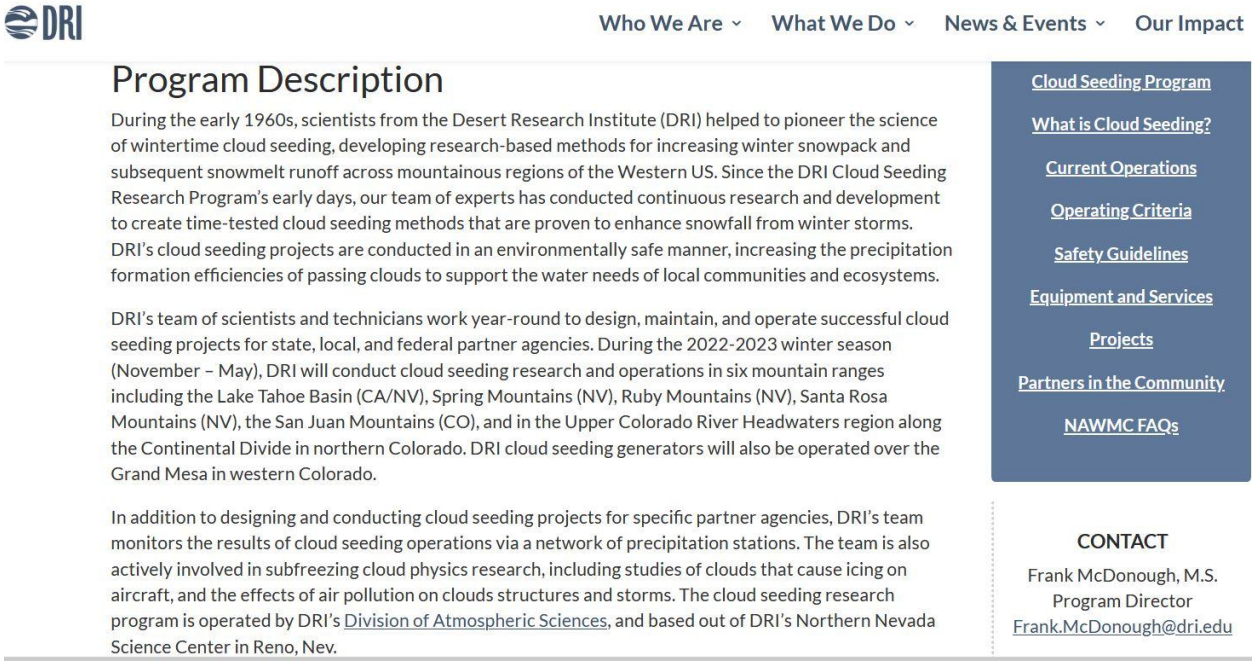
The bathtub sits outdoors year-round and has an omni-directional shower with twice as many showerheads on the west shore. In late-fall to early spring it receives rain and snow, the lands

to the rim get a series of “showers” that rinse all the watershed surfaces down and toward the receiving waters (streams, ground water) and storm drain outfalls to the bathtub, and carry that “annual load” or mass of substances into the tub. Sunny days are many, with the strongest sunlight in summer. That sunlight, together with wind, evaporates *tremendous* volumes of water from the surface of the bathtub—it doesn’t all go out the single river drain. That evaporation concentrates the pollutants in the remaining water over time, as salt concentrations increase from boiling water. Concentrations shall rise from evaporation effects absent dilution or other attenuation (e.g., chemical-precipitation reaction or off-gassing).


Third Creek
Wood Creek
First Creek
Second Creek
Incline Creek
Ward Creek
Blackwood Creek
Glenbrook Creek
North Logan House Creek
Logan House Creek
General Creek
Edgewood Creek
Trout Creek
Upper Truckee River
Lake Tahoe
NEVADA CO
PLACER CO
PLACER CO
EL DORADO CO
CARSON CITY
DOUGLAS CO
WASHOE CO
STOREY CO
LYON CO
CARSON CITY
NEVADA
CALIFORNIA
SIERRA
CARSON
RANGE
Truckee
Tahoe City
Kings Beach
Crystal Bay
Incline Village
Carnelian Bay
Tahoe Pines
Homewood
Meeks Bay
Glenbrook
Zephyr Cove
South Lake Tahoe
Stateline
Tahoe Keys
Meyers
Tunnel
Washoe Valley
Eagle Valley
Carson City
Carson Valley
Minden
Gardnerville
Woodfords
Base from U.S. Geological Survey digital data, 1:24,000 and 1:100,000, 1969–85
Universal Transverse Mercator projection,
Zone 10
0 5 10 MILES
0 5 10 KILOMETERS
EXPLANATION
Metamorphic
Granitic
Volcanic
Unconsolidated
Boundary of Lake Tahoe Basin
Boundary of subbasin

Aerial Loading of Carbon and Particulates

The sun also heats the water and provides energy to drive photosynthesis and *primary productivity* in the upper parts where the sunlight reaches. That allows plant cells to pull carbon into the lake from the atmosphere to build their cells, whether diatoms, algae or rooted plants, another increasing "mass input" of carbon into the tub from the air that did not exist historically, before the algae now present. There never used to be significant algae; it is abnormal, let alone the toxic algae blooms in the Tahoe Keys I first reported to the Water Board in 2018. Some algae add their own toxins to water. Other air inputs are dust, ash, soot, Central Valley pesticides in wind drift from the Great Central Valley, and particulates from geoengineering, such as Desert Research Institute has conducted for six decades (without environmental impact reports) and they do not act alone as geoengineers; spraying or seeding the skies over the tub with very fine particles and soot to control the weather or get rid of toxic waste coal fly-ash has been routine for decades, globally and at Lake Tahoe. If you haven't noticed these quite frequently in the last decade at Lake Tahoe you aren't paying attention. (From DRI's website:


DRI

Who We Are · What We Do · News & Events · Our Impact

## Program Description

During the early 1960s, scientists from the Desert Research Institute (DRI) helped to pioneer the science of wintertime cloud seeding, developing research-based methods for increasing winter snowpack and subsequent snowmelt runoff across mountainous regions of the Western US. Since the DRI Cloud Seeding Research Program's early days, our team of experts has conducted continuous research and development to create time-tested cloud seeding methods that are proven to enhance snowfall from winter storms. DRI's cloud seeding projects are conducted in an environmentally safe manner, increasing the precipitation formation efficiencies of passing clouds to support the water needs of local communities and ecosystems.

DRI's team of scientists and technicians work year-round to design, maintain, and operate successful cloud seeding projects for state, local, and federal partner agencies. During the 2022-2023 winter season (November – May), DRI will conduct cloud seeding research and operations in six mountain ranges including the Lake Tahoe Basin (CA/NV), Spring Mountains (NV), Ruby Mountains (NV), Santa Rosa Mountains (NV), the San Juan Mountains (CO), and in the Upper Colorado River Headwaters region along the Continental Divide in northern Colorado. DRI cloud seeding generators will also be operated over the Grand Mesa in western Colorado.

In addition to designing and conducting cloud seeding projects for specific partner agencies, DRI's team monitors the results of cloud seeding operations via a network of precipitation stations. The team is also actively involved in subfreezing cloud physics research, including studies of clouds that cause icing on aircraft, and the effects of air pollution on clouds structures and storms. The cloud seeding research program is operated by DRI's Division of Atmospheric Sciences, and based out of DRI's Northern Nevada Science Center in Reno, Nev.

Cloud Seeding Program
What is Cloud Seeding?
Current Operations
Operating Criteria
Safety Guidelines
Equipment and Services
Projects
Partners in the Community
NAWMC FAQs

CONTACT
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Program Director
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What Goes In, Stays In; Retention Time

Beginning to get the picture? More details follow below but basically what we have is erosion products being washed off the rim and into the tub every year, natural soils and vegetation, and products from the built environment, with some fraction being captured by upland control measures called "Best Management Practices." Plus, substances are coming in from the air. When I was a child I often bathed in the same bath water as my three siblings. Every time one

of us, especially me, took a bath the water got a bit more clouded with the soils from our play, and then it was “down the drain” for the dirty water. Lake Tahoe is essentially the same as my childhood bathtub—with one major difference: there is essentially no drain, only a very, very slow drain, mainly for water—not pollutants. Not in our human life-span for practical purposes will the bathtub be drained of its inputs. Whatever water and other substances in the water column of Lake Tahoe are cycling there may have been there for 600 years or longer. That’s how long it takes to change all the water in the tub “on average” without overflowing the outlet drain too rapidly, six *centuries*.

Microplastics in the Bathtub

Before leaving the “Lake Bathtub” model recall that my imaginary bathtub is made of plastic. Imagine if you will then, that you had an actual plastic bathtub that you left out in the sun and weather for 30 years or more in the Lake Tahoe weather extremes and floated about in occasionally on Lake Tahoe. What do you think its condition would be? Like new, or slowly wasting and eroding away, brittle, broken, essentially waste that is unusable? That is the fate of plastics in time. The bulk plastics shed microplastics or nanoplastics from their surfaces at that point and the plastic wastes from the boating community go into the bathtub. There are regulations against such “discharges” of toxic waste plastic, at least in CA, and they have never been enforced at Lake Tahoe or elsewhere to my knowledge, potential impacts considered “*de minimus*” by the policy-makers, not worth considering in other words.

Plastic structures *in and over waters* have been and are thus treated as “*de minimus*” sources of plastic contamination wherever they are, among many sources of plastics. So they have not been considered—until recently, and it is now being “discovered” that waters globally are contaminated with micro and nanoplastics. It’s plastic trash break-up products—but not trash only that is contaminating the waters. It is the “bathtub effect” of long hydraulic residence time that makes the accumulated contamination greater and therefore more detectable and critical at Lake Tahoe, plus the harsh sunlight and weather extremes aging the plastics rapidly. See photos of plastic-composite docks at the Tahoe Keys Marina below, pitted and flaking apart into the water, termed “friable.” The many docks there are (finally) slated for replacement. “Popcorn” is styrofoam plastic from float ballasts.

A note on trash is that many persons and organizations have removed gross tonnage of trash from the Lake Tahoe shorelines and near-shore areas in recent years, including plastics. That’s great, as these have potential to become microplastics over time. There is also work to examine microplastics in bottom sediment based on a recent news report (Lake Tahoe Tribune). The latter may be important to inform dredging activities, which could re-suspend and release plastics deposited in the sediment. Importantly, macro-plastic trash which has not disintegrated

can’t account for the high levels of microplastics suspended and/or dissolved in the water column.






The Bathtub Ring

Like any bathtub, Lake Tahoe gets dirtier and dirtier with every rinse of the watershed, and it has been doing that since the early 1960s, out of balance. The noticeable effects along the shorelines are just like a "bathtub ring"—some litter and other pollutants in runoff from the settled areas settle out or cling to the shoreline where the waters are shallow and sunlight penetrates, plants take hold, slimy rocks appear. Year after year the "ring" grows, but that has only recently been monitored and inadequately. Only the transparency in the deep waters of the open lake have a long term secchi-disc clarity record, begun by U.C. Davis professor Dr. Charles Goldman, and from these data comes the familiar "annual average" clarity graphs.

SAVING LAKE TAHOE – HOW IT BEGAN; DR. GOLDMAN, PHD

The way I see it, Dr. Goldman came in the late 1960s (with Laurel Ames and a few others) and said (paraphrase), speaking for Lake Tahoe, "It is too much! All the sewage, all the erosion from urban development and cars driving on everything, all the meadows filled and built on, the Tahoe Keys! And all the highways with their sand and salt and cut slopes and eroding shoulders, the skiers, tourists and boaters . . . Lake Tahoe will only decline until such inputs are brought into balance with what can be absorbed and attenuated within the native threshold carrying capacity. And that capacity is being *way, way* exceeded, with plans for even more. It will be destroyed!"

Dr. Goldman was hated, threatened, and vilified in the press and elsewhere by the exploiters for his anti-development views. Most people don't know that now that he is the revered emeritus professor in his old age. Nonetheless, he persisted and was able to get legislation passed to require sanitary sewers and export sewage basin-wide, thus buying a little time by *majorly* reducing nutrient loads to Lake Tahoe. That was absolutely critical. There were some lawsuits by the League to Save Lake Tahoe that stemmed some development, e.g., at Emerald Bay. The Tahoe Regional Planning Agency was born out of the perceived crisis in the bathtub, and the Lahontan Water Board established a primary office in the Tahoe basin, with a focus on reducing storm runoff and erosion from development. Another notable Goldman was Steve at the CA Tahoe Conservancy, a close associate, an erosion control expert and watershed restoration leader for two decades.

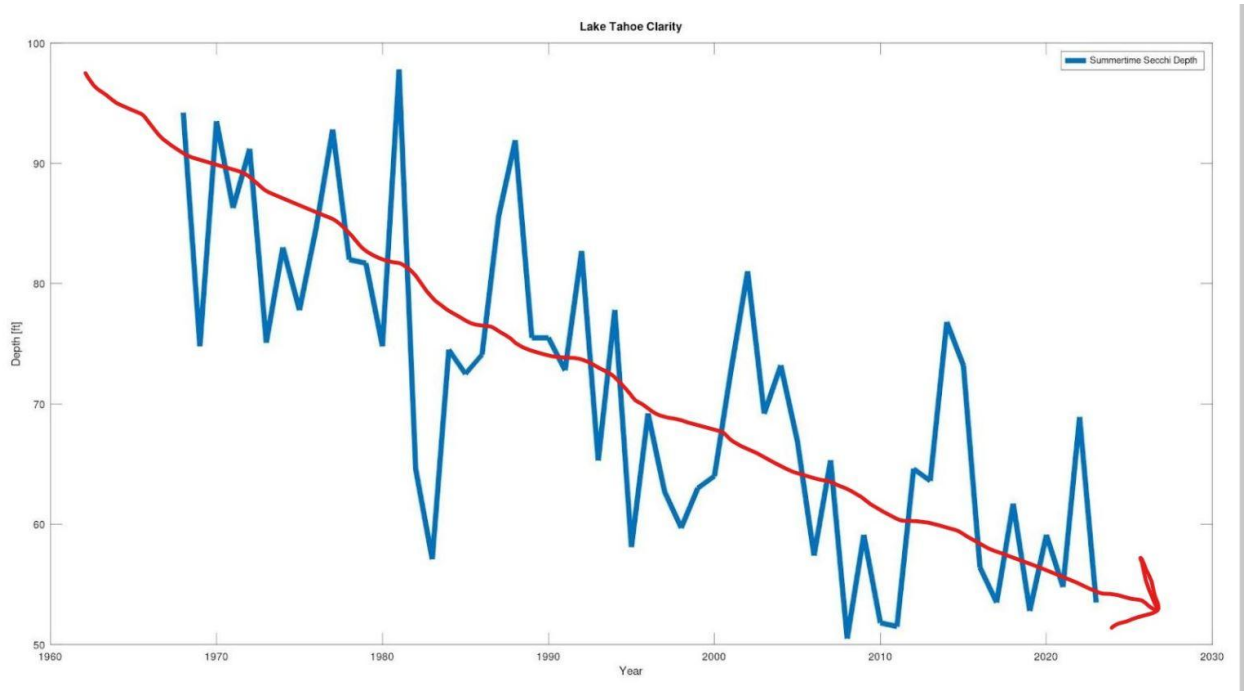
The Contentious TRPA Shoreline Plan and Boating

There was a multi-decade wresting match with TRPA over their plans and regulations, not including the many illegal regulations I have pointed out and will again here with Enclosures, particularly for the "shorezone." The latter has always been contentious with shoreline or "littoral" property owners. Large boats had to stop putting sewage and bilge water into the bathtub. Other than that, boating activities got no attention other than the marinas and piers,

which *installations* came under the permitting thumbs of the TRPA and the Lahontan Water Board (where I worked first-hand with permits for them for over two decades) and other agencies. There was evidence that boat fuel-oil from two-stroke marine engines was fouling the waters and, to TRPA's credit, it enacted a controversial two-stroke engine "ban" that had nationwide ripples in the industry.

The Total Maximum Daily Load Regulation

The next major regulatory development at Lake Tahoe involved a substantial "makeover" to put a new face on an old regulatory program—namely, controlling erosion. This was called the "Total Maximum Daily Load" and is not actually Total, Maximum, or Daily. This regulation, developed by the states of CA and NV and adopted by the U.S. Environmental Protection Agency, was intended to describe the mentioned carrying capacity for *annual* pollutant inputs, namely particles, and dissolved nitrogen and phosphorus ("nutrients" N and P that feed algal growth). Pursuant to federal Clean Water Act requirements and designations of Lake Tahoe as "Outstanding National Resource Waters" for which no long-term degradation is permissible, the TMDL was focused on reversing decades-long clarity declines to restore historic clarity. I will comment more on the TMDL further below, and mention here that it shifted the restoration focus to eroded and other particles that were tiny, tiny *nanoparticles*, 20 micrometers (µm) or less, due to the way they affect light and thus "clarity" – a measure of how far light penetrates. The TMDL was born in 2011 and was loosely joined with the prior Environmental Improvement Program (EIP), a TRPA program to track projects toward restoration goals, projects by others (mostly). Status *quo* is implementing these failing programs. We have to get into the details of the clarity reports for the information to support that last statement.




Observations on Clarity and Upwelling in 2023

The graph above shows average summer water clarity using TERC data (the spikes). I drew the red line. See Enclosure 1, also. There is an admission the summer averages are trending badly, "consistent degradation." The first graph has the annual averages of clarity measurements and the text is: "The greatest individual value recorded in 2023 was 123 feet (37.5 m) on March 2. This was the result of an ephemeral lake 'upwelling.' Upwellings are episodic events produced by strong winds and are not reflective of the overall lake clarity and health. The lowest clarity reading was 26.2 feet (8 m) on May 24." The greatest individual clarity value in 2023 is 123 feet, and is among the 12 highest values in the 55-year record. Before that event, in 2023 the clarity was likely closer to the winter averages, say 70 feet.

This post-upwelling water clarity was an anomaly per the report, something that happens randomly at varying intervals and extents: the Lake mixed from top to bottom due to strong winds, bringing clear water up from the great depths to dilute the surface-layer contaminants versus more usual conditions when the Lake is temperature-stratified. In the "overturn" the surface-layer pollutants may have been sent to the bottom or settled more quickly, or some combination of these things may have occurred. In addition, in the months prior to March 2, 2023, the Tahoe region was generally in a deep freeze, with a record snowpack building and limited runoff, which runoff continued through April and into May when things really began to melt and move.

As noted in TERC's 2023 State of the Lake Report (p 5):

> The minimum reading of 8 m (May 24, 2023) is the lowest ever recorded in the history of continuous Tahoe monitoring (since 1968). On this day, the field team remarked on how much greener the water appeared and that the zooplankton tows collected significant amounts of algae. A 'live' phytoplankton sample (an equal composite of water samples collected at 5 and 10 m water depth) was collected and analyzed by TERC using a light microscope 72h later. Observations of Asterionella, Dinobryon, Staurastrum and Cosmarium were recorded with these latter two species potentially contributing to the green color observed.

Nice observations, but lacking any explanations. As noted, the lowest reading, 8 meters or 26.2 feet, was on May 24. That's 97 feet of clarity drop in two months. Apparently there was significant algae growth *on and before* May 24, 2023 based on the report; it didn't all grow on May 24. That observation may be attributable to the increased water clarity (during winter 2022-2023, especially March) increasing the depths to which sunlight could penetrate and stimulate algae growth, combined with the influx of nutrients from the depths that accompanies upwelling. After that upwelling Lake Tahoe set a new record-low for being clouded with sediments and algae.

Dilution Masks Pollution

Since water clarity was at an anomalous high when the massive 2023 runoff year began all that clear water near the surface received the load of sediments and other pollutants in the runoff. If that complete mixing hadn't occurred right before the big runoff, clarity would have dropped, not from 123 feet, but more like from 70 feet. In other words, all that clear water was there to absorb and attenuate the surface impacts. Had that not been the case, clarity would have likely dropped to even far less than the 26.2-foot minimum value observed. The average of these extreme winter values is (123 feet + 26.2 feet)/2 = 74.6 feet. That's a bit higher than the annual average clarity of 71.9 feet in 2022. That average of the extreme values is even clearer than the winter averages of recent years and makes *the annual average* of 68.2 feet in 2023 look *fantastic* based on the spring sediment load delivered—but it is actually just the opposite because the upwelling was an anomaly. It was pure luck that it *occurred right before* the most heavily-loaded runoff season in decades began, delivering way more particulates and dissolved nutrients than any "annual average" years. The *fantastic* is misleading with regard to what really occurred, more like *fantasy*.

Even so, that anomalous clarity event can't realistically be taken out of the record; it affected not only the March 2, 2023 measurement with an extraordinary "boost" in clarity, but elevated ALL the subsequent measurements in 2023, if not beyond that time. That's why 27 secchi disc

measurements, including the extremes, produced an average annual value of 68.2 feet. What we could do for estimation purposes is assume some winter value closer to the average, say 70 feet, and that the upwelling didn't occur in 2023. Then the "average" with the extreme loading would be LESS THAN (70 feet + 26.2 feet)/2 = 48.1 feet. It would be less than that because the minimum value 26.2 feet would have likely been much less without the attenuating effects of the upwelling event. Say minimum clarity went to 20 feet instead of 26.2 feet: in that case the average would be (70 feet + 20 feet)/2 = 45 feet as an estimate, etc., *way below the average*.

Consistent Degradation Reflects Overall Lake Clarity and Health

The effect of including the anomalous high clarity readings on the time-series graph of annual averages over the years is to make the "best fit" curve show greater clarity values, possibly even showing the rate of clarity loss is slower, when the long-term graph of annual averages appears to be approximately parabolic (exponential) with a substantial decreasiong trend until very recently. Average annual clarity is decreasing monotonically over time, "consistent degradation" in the words of the TERC report. The main point with the mixing is that it sort of saved the 2024 annual average clarity graph from showing much steeper declines than would otherwise be evident, and the second point is no one can predict when or if the next turnover event will occur and so it is ". . . not reflective of the overall lake clarity and health," as stated in the report. The clarity measurements are real, but they have to be analyzed in terms of the statistically "lucky break" that was the timing and duration of the upwelling.

UPPER TRUCKEE RIVER MARSH RESTORATION

Another thing to consider is the UTR is the largest urban stream and the largest tributary to Lake Tahoe in the basin, and together with Trout Creek, another substantial urban tributary, passes through the now somewhat-restored Upper Truckee River (UTR) marsh. The UTR/marsh restoration project may therefore provide the largest and most important sediment trap in the basin. I say somewhat-restored because the Tahoe Keys subdivision and marina still occupies a large part of the UTR marsh, formerly the largest wetland complex in the Sierra-Nevada mountain range. The restoration by California Tahoe Conservancy has so-far not eliminated the straightened reach of the UTR adjacent the marina harbor, a major conduit for sediment delivery to Lake Tahoe at times of extreme runoff and flooding, though flow pressures on it have been eased by other restoration activities to an extent. The restoration in the lower reach between US 50 and Lake Tahoe was largely functional in 2022-2023, starting before 2018 if memory serves (it was a staged affair). If it hadn't been functional, May clarity in 2023 would likely have been worse, no doubt, so "yay" for that project! Nonetheless the effects of UTR restoration still don't really "show up" markedly as an attenuator in the graphs of seasonal or annual clarity averages since 2018.

THE TMDL HAS NOT ALTERED CONSISTENT DEGRADATION

The foregoing analysis points to a much more critical water quality condition with regard to clarity in Lake Tahoe than a mere reflection on the "average" graphs provides. The averages only tell part of the story with regard to the extremes, and with important implications for the Total Maximum Daily Load (TMDL) regulation enacted in 2011. The TMDL was the product of a multi-year state-led computer modeling estimation tool, The Clarity Model, developed by the CA Water Boards and NV Department of Environmental Protection under both encouragement and duress from US Environmental Protection Agency to meet federal Clean Water Act requirements. This modeling was accomplished with the aid of researchers and others, including TRPA, USFS_LTBMU, UC Davis and UC Reno, Desert Research Institute, local governments, etc. Since late 2011, despite meeting annual TMDL pollutant reduction targets for runoff from the urban areas the clarity graphs have continued to show only "continued degradation." Claims that winter clarity averages "are steady" and have ceased declining may be largely attributable to the "average winter clarity" of Lake Tahoe in 2022-2023 (91.9 feet) compared to the prior year as affected by the extreme measurement of 123 feet on March 2, 2023, late winter. Pollutants continue to accumulate more rapidly than they can be attenuated, even with the latest "upwelling" and thus average annual clarity continues its decline, albeit more slowly graphically thanks to the luck of the high winds that caused the turnover/upwelling.

Looking at the graph of individual secchi depths for 2021, 2022, and 2023, you can see there was another extremely clear winter reading at that index station in early January 2022, approximately 138 feet! One would postulate that this would improve the readings for at least a time if not the whole year. However, just days later readings returned to around 75 feet, declined thereafter to around 55 feet in June and subsequently improved somewhat thereafter. That was apparently a shorter-lived anomaly and, like the other, is also probably ". . . not reflective of the overall lake clarity and health." Looking at the dark "2023" line with the dip to 123, observe that the clarity remained relatively high until early May, when it thereafter fell from well over 85 feet to 26.2, almost a 60-foot drop within one month! That is the effect of the tremendous load delivered in May 2023, a part of the total load not accounted for by the TMDL load-reduction estimation tools; these tools only estimate pollutants (sediments) removed from municipal stormwater drainage systems by human actions. Many of these drainage systems were overwhelmed, damaged, eroded, etc., during 2023 and functioning sub-optimally. The graph shows clarity limped back slowly from that 26.2-foot low over the next several months, most likely attributable to sediments settling from the surface zone. Clarity then hovered in the 50 to 60 foot range at this index station going from fall into winter 2023-2024.

UPDATES FROM THE 2024 LAKE TAHOE CLARITY REPORT

2024 data is discussed in the 2025 TERC reports and so forth, a year in arrears. The following screenshot is Figure 1 from the 2024 Lake Tahoe Clarity Report dated 13 June 2025.

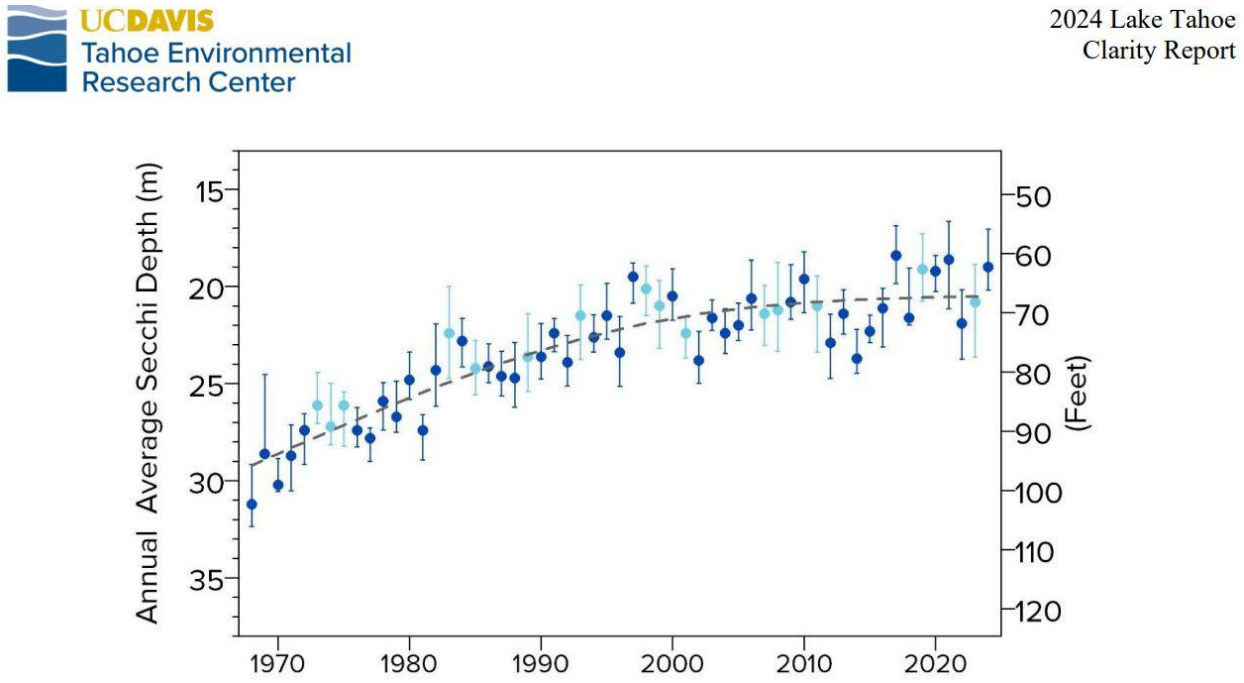



**Figure 1:** Annual average (January - December) Secchi disk measurements at the LTP Station 1968-2024. The whiskers on each point represent 95% bootstrapped confidence intervals. Trend line is derived from a Generalized Additive Model (GAM). The value for 2024 was 19.0 m with CI of 17.0 – 20.2 m. Light blue circles are years in which the lake fully mixed during winter, a process that typically enhances winter water clarity for a short time.

Complete Mixing Effects?

Again we have the inverted graph, with clarity *decreasing* on the vertical axes. This graph includes (in light blue) the years when full mixing occurred, a winter phenomenon. What can be gleaned from that and what is the significance, if any? One result that seems counter-intuitive is that annual average clarity values for most years in which full mixing occurred resulted in annual averages near to or less than the trend line of the annual averages. In other words, full mixing generally doesn't improve average water quality—it often makes it worse than average (or average).

This effect could be attributable to mixing nutrients (mainly P) from the deeps into the upper zones where sunlight can fuel algae growth in spring through fall. There is often some modest improvement in clarity in the year(s) following complete mixing based on the graph, but not always; mixing doesn't often make water quality markedly *worse* the following year given the

statistical variability. Figure 2 shows there is a tendency for clarity to increase for a short period after the mixing during the winter season (when mixing often occurs). Notice that winter average clarity *the year following* a mixing event is accompanied by a loss in winter average clarity, with only two exceptions in the record except when deep mixing occurs in consecutive years. The graph of average winter clarity shows more dark-blue values (23 versus 18) are below the average curve and these generally follow mixing events.

There seems to be no discernible pattern to when complete mixing occurs in terms of years. It seems to occur fairly often over the years, perhaps driven by weather events as in 2023. Whether complete mixing occurs or not doesn't seem to make much of a difference in the annual average clarity measurements over time based on this graph, they are in the same range as non-mixed years, and only tends to drag the averages *lower* in years when full mixing occurs. Data shows the mixing events are occurring earlier in the year than historically. No planning can be done around mixing, it is just something that happens with random regularity, and is often accompanied by annual average clarity reductions. However, there are a couple more pieces of information to connect here. I noted mixing events appear to occur randomly based on the statistical chart above and tend to adversely affect water quality. We are told mixing brings nutrients to the surface. Where do they come from? Are they just dissolved or suspended in the deep waters that are brought to the surface? That goes against natural tendencies for suspensions and solutions of materials to disperse to homogeneous concentrations absent some other force or influence (say, cold).

Nutrients from Deep Mixing

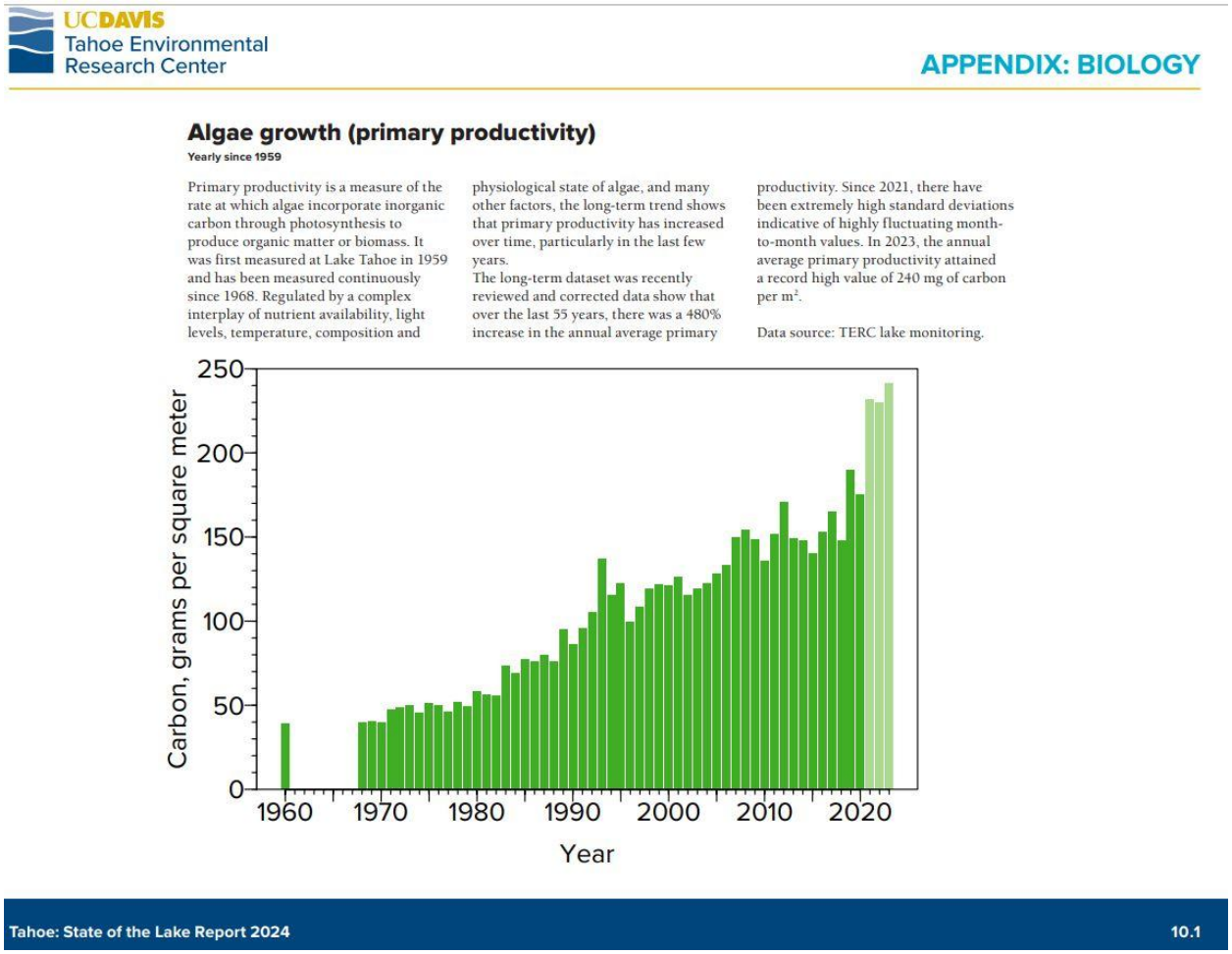
TERC research published in 2023 (Reference 3) provides some explanations for where some of these "nutrients" are coming from with deep mixing: they are being dissolved from bottom sediments when/after the mixing occurs and fluxed into the waters above. The research is rather technical so I will attempt a summary outline of the findings. As I understand it, during times when the bathtub is not mixed there is very little oxygen at the bottom, a condition called "anoxic," and iron (Fe) and P are chemically "reduced" and bound to minerals in the sediment to a depth of 4.5 centimeters (cm) or more below the sediment-water interface. If there was no oxygen at bottom (zero), experiments suggest minerals in the sediment would be locked in at a depth of 1.5 centimeters (cm) or more below the sediment-water interface. With deep mixing more oxygen reaches the bottom creating conditions for chemical reactions that reach deeper to dissolve and release Fe and P locked in the sediments into the water column above.

The research concludes that Fe species from the bottom are not of much concern, especially relative to releases of P, which are estimated to increase P in the water following mixing. Quoting the final part:

If we assume that 10% of Fe in the top 1.5 cm of sediment is reductively dissolved and phosphorus was homogeneously mixed into the entire lake water body, phosphorus concentrations in the water column would increase by around 1.2 µg $L^{-1}$ (using a total lake volume[12] of 152 $km^3$ ) in line with previous findings by Beutel and Horne.[12] While this amount would not change the trophic status of Lake Tahoe, Beutel and Horne[12] suggested that it would result in a 40% increase in phytoplankton productivity. Therefore, there is a need for continuous monitoring of oxygen saturation in lake-bottom waters for early detection of internal nutrient loading in oligotrophic lakes.

Primary Productivity

A 1.2 µg $L^{-1}$ (micrograms per liter) increase lakewide is only around 1 part in a billion but look at what is predicted to result: a 40% increase in primary productivity based on the stated assumptions. The screenshot below is from TERC's 2024 report.




"The long-term dataset was recently reviewed and corrected data show that over the last 55 years, there was a 480% increase in the annual average primary productivity. . . In 2023, the

annual average primary productivity attained a record high value of 240 mg of carbon per $m^2$." Some of the notable increases in primary productivity in recent years may be attributable in part to the chemical processes resulting from deep mixing and algae growth stimulation by P flux from bottom sediments. Whatever the causes are the trend is for more and more algae at increasing rates, a classic signature for "cultural eutrophication" of Lake Tahoe now well underway. This is more prime evidence of consistent degradation, algal biomass having increased 480% since 1955, from about 40 grams of carbon per square meter to 240, with most increases coming after 1980. That record accords with an average 8.7% increase annually over 55 years, and an eight-fold increase in biomass. The rate of increase appears approximately linear from 1970 to 2020, with rates apparently increasing exponentially since 2020.

Along with the concerns above the same research indicates that Lake temperature profiles data suggests complete mixing events may decrease in the future due to increases in thermal stratification that add resistance to complete mixing, i.e., by wind or other factors. If that occurs, it will probably bring the "annual averages" of clarity lower, much as I have described for 2023. There won't be the periodic dilution of particle inputs from the clear deep waters rising. If that research proves true it may further accelerate rates of primary productivity (algae cells).

Averages; Effects and Limitations

Averages are a statistical measure, one of many. They tend to *smooth* the variable data, as do the GAM curve-fitting programs used by TERC to make that "average" line, with certain parameters set by the programmer-user. That makes a nice curve or line. But note the graph of annual average clarity is not linear—not a straight line—it curves. Discrete annual values rise then fall in a series of progressive steps that show clarity loss over time. The smooth curve sort of looks like it might be semi-linear piecewise, with one slope prior to 2000, where there is a "knee," and another (lesser) slope after 2000. That could be an indication of a reduction in the *rate* of clarity loss but the slope is still negative or zero in recent years, meaning at best things are not getting worse as rapidly—despite overall health and clarity only decreasing, getting worse since 1969. Another graph could be produced from the *medians* of the values of the measurements for each year, which is not the average, but the middle value, with equal number of measurements higher and lower. That might tend to damp out some of the extremes and show a different picture. Why are the graphs of such measures not presented? Why not put medians in Table 1 of the report, for example?

**MICROPLASTICS**

Given that controlling "loadings" under the TMDL will not address clarity loss based on the foregoing, the next urgent question in my mind is whether Lake Tahoe can escape being further contaminated with toxic, long-lived microplastics? That will only add injury to insult. However clouded Lake Tahoe is by natural sediment it has *previously* served all designated beneficial uses (drinking, aquatic life support, etc.). That could be ending. The following screenshots are from the 2023 Lake Tahoe Clarity Report.

UCDAVIS Tahoe Environmental Research Center

2023 Lake Tahoe Clarity Report

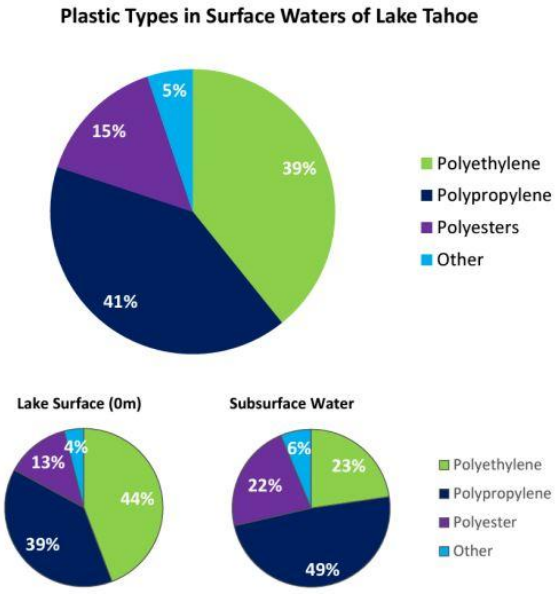



**Fig. 17:** Synthetic polymer (plastic) types of confirmed microplastic particles collected from surface and subsurface waters of Lake Tahoe (Gjeltema et al., 2023).

POLYETHYLENE AND POLYPROPYLENE

Polyethylene (PE) and polypropylene (PP) together comprise 80% of the plastics identified in this study (large pie chart). That chart is presumably some "average" of those smaller charts below it, with the Lake Tahoe surface containing more of these types of PE and PP plastic "floaters" (83%) than the subsurface (72%). I have stated elsewhere in the public record that plastic particles vary in density and may float, stay suspended in the water column (i.e., if neutrally buoyant or having poor settling characteristics), or may sink and contaminate the Lake bottom sediments. Here we have evidence that particles are accumulating on the surface of Lake Tahoe and in the water column, with potentially significant implications for clarity. Researchers will be taking secchi disc measurements through an increasing lens of plastic in the

future. (Bottom sediments should be examined as well for toxicity, as a lesser priority.) Sources of PE and PP are not identified. Without that, what management adaptations are possible?

Marinas and Piers are the Largest Sources of Plastics in the Shorezone

My working hypothesis is that structures along the shorelines such as marinas, piers and docks built from plastics "composited" with wood are among the largest sources of PP and PE in and over the waters of Lake Tahoe, if not the largest sources. There is currently no data to contradict this hypothesis, and information to support the hypothesis from merchants of plastic composites. Also, TRPA could not identify which specific shoreline parcels had plastic shoreline structures in reply to a public records request I made: they basically replied "all parcels" with their lack of specificity. TRPA doesn't really know what structures it has approved that are plastic in the shorezone, but they have records, lots and lots of records THEY could (and should) go through to abate the oldest and worst deteriorating (first). Of course TRPA has done little to address the legacy problem other than attempt to ignore it (and me) which is why I refer to it also as the Tahoe Regional *Plastics* Agency; they've really *earned* it. I think the only way to live that down is to act, now, and boldly, like with the two-stroke ban. It's a different TRPA Board nowadays, with none that impress me at all. They are running a criminal organization as I have explained many times, so I don't expect anything but the typical "slow walk" to figuring out half-way solutions.

Polyester Sources in the Shorezone

Beneath the lake surface there is a large proportion of polyester (22%). That is more than one fifth of the total plastic reported, so a relatively large quantity. As I have stated before, it is not easy to contaminate a body of water the size of Lake Tahoe with polyesters fibers. What are the largest sources, in the Lake? Clothing can be made from polyester, such as bathing suits, towels and outerwear. I doubt these provide substantial contributions, along with lint from terrestrial clothes dryers in the watershed. Many of the boats on Lake Tahoe, some quite large, have cloth awnings and covers, with carpeted interiors (another use of polyesters). These fiber materials would be discharged to the air over Lake Tahoe and directly in the water and may be among the largest sources of this polyester contaminant affecting Lake Tahoe.

Other Plastics in the Shorezone

Other plastics are associated with boating: Plastic fabrics (non-polyester) or solid plastics like "vinyl" boat interiors are examples (more PE and PP). Turbidity curtains and bottom barriers used on certain projects may be vinyl. "Fiberglass" boats may contain a variety of plastic resins. Many boats are structured with these plastics, which are strong for their weight, and nonetheless represent a very large mass-quantity of plastic in direct contact with the water, or directly above the water where it is exposed to the elements of erosion: wind, water, ice and

sunlight. Some docks and support structures are painted, with the paints wearing away and ultimately ending up in the water; some may contain nanoplastics. Sunlight degrades most plastics, especially older plastics. Shoreline structures and many sailboats are left on the water year-round. Some are decades old with deteriorating surfaces from erosion of dust-like particles of plastic. To stem this erosion a variety of surface treatments may be applied to boats from sanding to chemical treatments and paints, waxes and polishes that, in this age, may contain plastics. While dry-dock boat maintenance may be practiced for sanding (one would hope) that is likely frequently not actual practice, such as cleaning or waxing one's boat in the harbor slip.



I have written that among the "other" unidentified or collectively-considered plastics is polyvinyl chloride (PVC), one of the most toxic of seven common types of plastics, and that this was known to be a component of plastic decking used in many of the marinas and piers and marinas and piers in past decades. Over time PVC use for such applications reportedly has lessened in favor of other plastics such as PE and PP, but is still commercially available.

The following screenshot from the 2024 Report discusses microplastic particles. Or does it? The title above the graph says that but the casual reader may not notice that the graph shows ALL particles greater than 335 µm, not plastic particles only, based on the text. That requires further research. In other words, this research did not "partition" the samples into natural substances or man-made substances (plastics); in this graph a particle is a particle, and it is 335 µm or larger.

Collected samples were sieved to only yield particles greater than 335 µm, which is much larger than the size classes known to affect clarity (1 – 6 µm); however, observed concentrations of these larger size classes followed a similar seasonal trend (**Fig. 18**) as the particles being measured using the Liquilaz. Partitioning the relative contribution from natural and anthropogenic (e.g. microplastics) sources is necessary for future work.

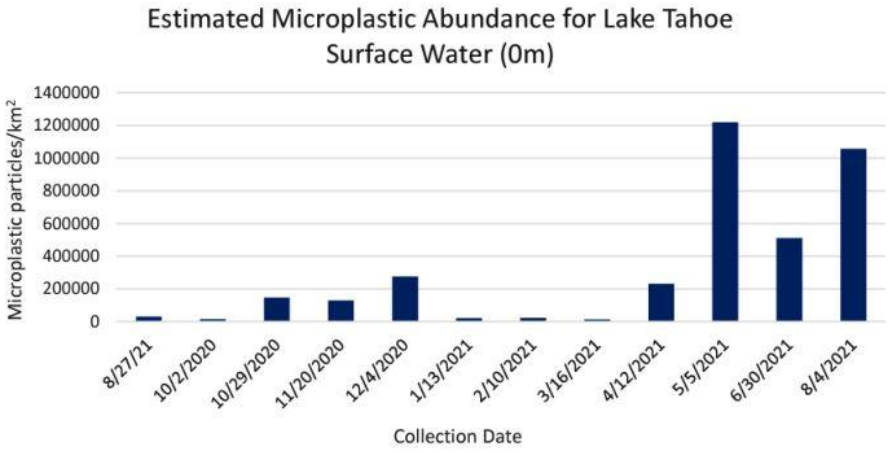



**Fig. 18:** Estimated microplastic particle abundance (> 335 µm) in the surface water of Lake Tahoe during the period of August 27, 2020, to August 4, 2021 (Gjeltema et al., 2023).

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Said another way, everything smaller 335 µm escaped the sieve, with openings at least 56 times larger than the 6 µm particle, with particles that size and below affecting clarity the most according to the researchers here. The then-Director, author of this report, told TRPA's governing board in a July 2024 presentation that they haven't measured plastics below that 335 µm size because they can't. The Tahoe researchers literally don't know what plastic is out there below the 335 µm particle size, though that plastic amount could be less than, the same, or much greater than what has been measured. I suspect the latter, because the bulk of the particles from in-lake sources as discussed here, and probably the grindings from tires and paint in runoff, and particles deposited from the air, are likely in the size range less than 335 µm, though some will be larger. There is thus NO CREDIBLE RESEARCH HANDLE on the microplastics

problems at Lake Tahoe, which are extraordinary to contaminate so large a water body so greatly.

Microplastics and Clarity

Stating what should be obvious here, but isn't reported as such: Maybe particles less than 6 µm affect clarity in a particular way, as stated in the report, by how they scatter light. There could be lots of plastics that size in Lake Tahoe; that can't be discounted in the absence of any data. But besides that, all the MUCH LARGER particles measured and observed must also have a large effect on clarity, larger than the smaller particles. Rather than scatter light they could shadow and block it completely. Certain human hairs may have diameters less than 20 µm, and thus we can see objects that size when strung in a hair-line. A particle of 335 µm is more than 16 times larger, and still the researchers reportedly can't measure those—only particles larger than that, as reported, and they have not separated the plastic from the native sediments in their samples. My working hypothesis includes that plastic particles also affect clarity, including microplastics larger than 6 µm, and these may affect clarity equally or more than the fine sediments of native minerals and algae. They may combine with the smaller particles to decrease clarity even more, especially if the plastics are buoyant or the same density as water, as they will remain in the water column, or float on the surface of the "bathwater."

When a plastic surface such as a plastic pier or sailboat is exposed long-term to the elements the microplastics are emitted as dust, coarse at best but often very fine dust. Apart from that there is breakage, i.e., of boards and ballasts. Cutting wastes to install structures. Abrasion from foot and "freight" traffic (plastic coolers dragged, etc.). Styrofoam in floats or ballasts has been an issue, mainly as unsightly floating litter from broken floats. Styrofoam is 98% air but comes with a host of environmental issues. From Wikipedia, "Extruded polystyrene is usually made with hydrofluorocarbons . . . which have global warming potentials of approximately 1000–1300 times that of carbon dioxide." Styrofoam and virgin-plastic beads, called "nurdles," can also escape these thin-walled-plastic float structures and litter beaches before breaking down to sizes invisible to the naked eye. All of these represent potential sources of microplastics in or on the Lake itself, other than in runoff or air deposits.

Composite Plastic Materials; Outdoor Decking

PP and PE, the latter often as high-density PE (HDPE) or low-density PE (LDPE), are the two most common plastics in Lake Tahoe based on research to date. (See charts above.) They may come from litter such as has been recovered by in-lake and beach collection efforts, pending further research. Bottom barriers for aquatic invasive species control may be comprised of PP and/or PE. But the information presented below indicates PP and PE are among the principle materials currently in marketed uses such as plastic and plastic-wood composite decking materials for

marine uses. The information below provides an overview, with the caveat that trade formulations and materials are guarded “secrets” of the trade and are not generally disclosed to the public.

Hard-fact info is thus intentionally hard to come by for these toxin-producing products, often touted as the safe “environmental” alternative to wood. Wood has supported the environment since the early days of the earth; trees give life to all life. The indigenous call trees “the standing people.” Meanwhile plastic manufacturers have coated the world and all human blood with toxins with extraordinary longevity in less than 100 years, their “environmental” alternative. The industrialists and their market reps and the USEPA and other enablers need to be hit over the head with a wooden 2 by 4 and “wake up.” To bring it home, none of this in-lake plastic particulate loading was accounted for by the Lake Clarity Model or the TMDL. Implications for Lake Tahoe are huge.

I will note a few important things from the screenshots below. One claim is that composite materials last longer than wood. That is probably true for some woods. Wood breaks down in the environment. So do plastics, it just takes more time—and they do not say what that the time period for plastics to break down is. It varies widely by plastic and exposure. Wood breaks down into natural elements and substances. Macro-plastic only breaks down into smaller versions of the same toxic, long-lived man-made microplastic and nanoplastic polymers. Plastics begin to weather and shed particles within a short time and shedding rates thereafter likely increase with time of exposure until the composites are deemed unserviceable and discarded to landfill or left to rot. Plastic recycling is largely a myth and such uses as putting recycled plastics into composite decking or other engineering uses (such as pavement formulations) may have long-term adverse environmental consequences as pavements wear away sub-visibly like the composite docks until the erosion becomes apparent.

Changes in Plastic Composites Will Not Solve the Microplastics Problem at Lake Tahoe

The comparison below of “Today’s Composite Decking vs. Early-Generation Composite” tells us about the existing legacy at Lake Tahoe, because many of the piers and marinas are this “early generation” of plastics and are still in service. The new products are: “Now resistant to: wear and tear . . . mold.” It is touted as “better” than older products at resisting degradation by ultraviolet (UV) sunlight. Read another way, the early products (often PVC) were much less durable to wear and subject to UV and fungal attack, and that is mostly what is in and over Lake Tahoe. The new products only come with a longer warranty; I expect these will extend several decades only for the “premium” products, a very short time relative to the lifespan of microplastics in the environment which may be centuries or longer. The warranty does not include for damage to the environment. I presume some toxic additive, proprietary (meaning

"not disclosed"), is now used to control mold or slow UV degradation, "a blend of chemical additives."

The environmental implications of installing a "generation" (dating from the mid-1990s) of semi-durable plastics touted as "environmentally friendly" (bogus sales-hype) in and over waters and to otherwise rot in the environment is not for plastic sales pitches. It's a growth industry. Use of composite decking is nonetheless contributing to microplastic contamination wherever these plastics have been used as an unrecognized and/or unregulated source, just as at Lake Tahoe. Plastics manufacturers are culpable but have not been held accountable for the effects of their products on the global environment, now toxic with microplastics for the foreseeable future of humanity, which may be cut short by illness if we don't act against these poisons in the water supply, soil, food, wildlife, vegetation and air. Agencies have been negligently approving these products in aquatic and marine environments for years with never "a hard look" at environmental consequences and are slowly waking up the fact that waters globally are polluted with plastic from numerous sources. But LAKE TAHOE IS CONTAMINATED WITH MICROPLASTICS—the 3rd worst of 38 large water bodies examined globally. How did that happen?

Marketed Composite Plastic Products Available Now - Screenshots

Trex and TimberTech are cited as leading manufacturers, the latter of PVC products, which is apparently still in widespread use despite being among the most toxic types of microplastics. "Lower cost" composites basically come with less warranty-covered durability, thus "externalizing" the buyer's cost with discards onto the environment and general public, hardly a model of "environmental" industry to emulate or reward. Because wood compromises the integrity of the composite decking these are typically now coated or "capped" with a layer of "virgin" or newly-manufactured PP—one of the two predominant materials contaminating Lake Tahoe based on the research above, the other being PE. Those report findings may largely be attributable to *litter* collected, being greater than 335 µm dimensionally, and may not account for microplastics from weathered composite decking (dust) and fiberglass boats, etc.

The following screenshots are from: https://www.decks.com/how-to/articles/best-composite-decking-materials-options



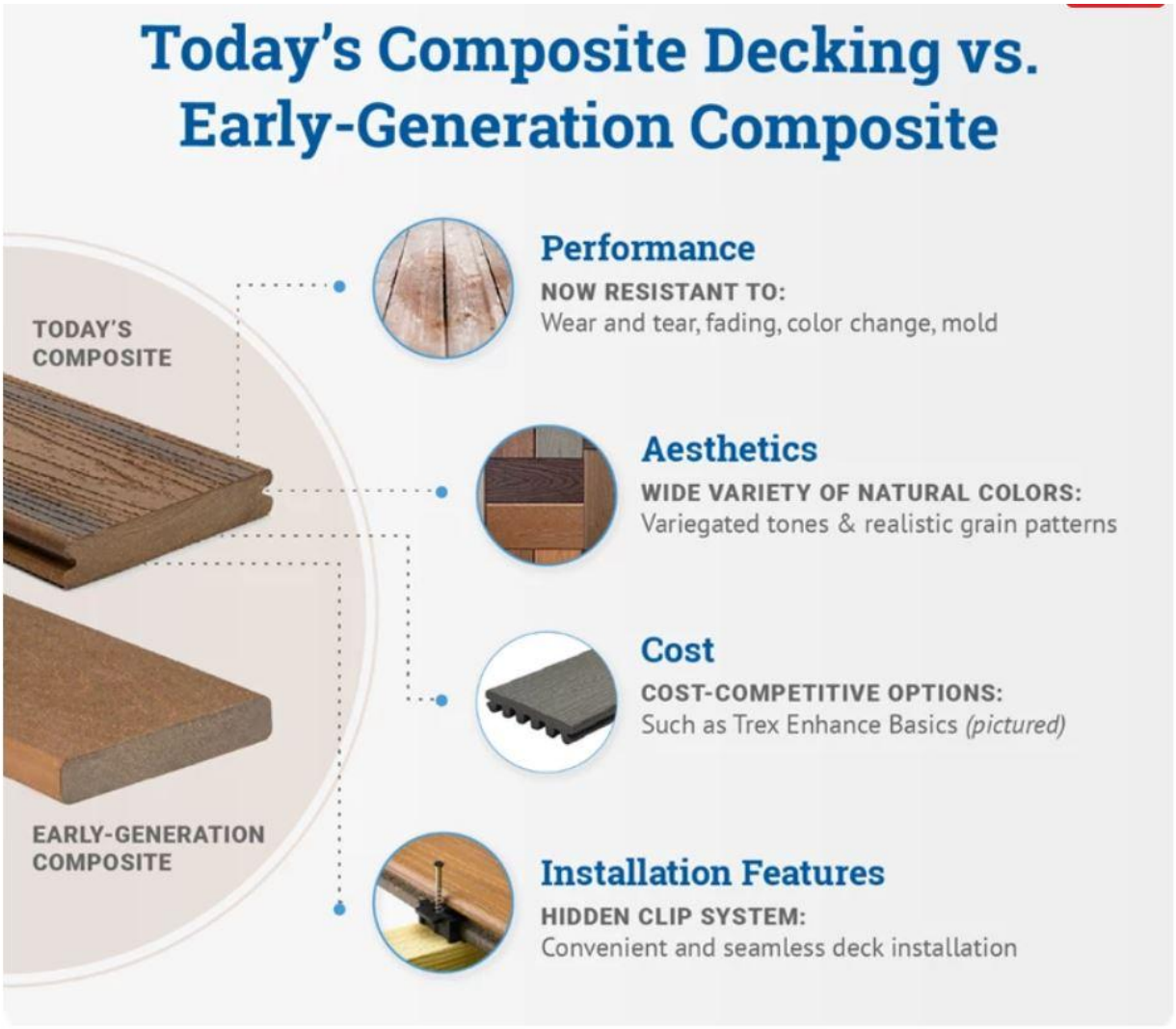
The most common question we get at Decks.com is, "What's the best composite decking material?" Unfortunately, there isn't a simple answer. There are multiple **brands** to choose from, that range in price and quality. You should also take into account **composite decking reviews** to see which brand is the best option for your home, budget and taste.

# What is Composite Decking?

Composite decking boards combine two or more materials—typically wood fibers and one or more forms of plastic—to improve the appearance and durability of decks. Composite decking cuts and fastens like wood but performs better because it eliminates the imperfections of natural materials. As a result, composite decking lasts longer and reduces the need for maintenance, including power-washing, sanding, and staining.

## What is Composite Decking Made of?

Composite decking boards are often made from recycled or reclaimed materials, mainly polyethylene (HDPE or LDPE) or PVC (polyvinyl chloride) mixed with wood fiber, rice hulls or other fillers, as well as a blend of chemical additives. Some composite products contain no recycled materials, while others are made with as much as 95% recycled content. The difference in recycled content, however, is more of an environmental consideration than a performance concern since most manufacturers have perfected their processing techniques.


Today's Composite Decking vs. Early-Generation Composite
TODAY'S COMPOSITE
EARLY-GENERATION COMPOSITE
Performance
NOW RESISTANT TO:
Wear and tear, fading, color change, mold
Aesthetics
WIDE VARIETY OF NATURAL COLORS:
Variegated tones & realistic grain patterns
Cost
COST-COMPETITIVE OPTIONS:
Such as Trex Enhance Basics (pictured)
Installation Features
HIDDEN CLIP SYSTEM:
Convenient and seamless deck installation

First-generation composite decking boards were a uniform mixture of wood fiber and plastic. Later, manufacturers added a synthetic cap that covers three or four sides of the boards, improving performance and appearance. The core of these capped boards differs among manufacturers and product lines. It is either a composite of wood fibers and plastic or fully synthetic.

- First-generation boards. Made from reclaimed wood and plastic, the first composite deck boards were appealing because they were environmentally friendly, lasted longer than wood, were splinter free, and didn't need much maintenance. Without a synthetic cap, however, the boards would eventually show the effects of moisture and exposure to the sun.
- Capped boards with a composite core. The cores of these boards often include materials similar to those found in first-generation composite decking. Around the core is a wrap, or cap, which prolongs the service life of the boards and enables manufacturers to offer a richer variety of colors. The cap also makes the boards easier to clean.
- Capped boards with a synthetic core. These composite boards have synthetic (plastic) cores and synthetic caps. As a result, they withstand the elements better than boards that have wood fiber in their core and come with a longer warranty. Depending on the manufacturer and product line, the core contains either a blend of recycled and new material or all-new material.

# Composite Decking in 2022: How Have Materials Evolved Over Time?

## Performance

Today's composite decking materials perform better than earlier versions. They're less prone to damage from exposure to elements and deliver impressive resistance to scratches and scuffs. This is largely due to the resilient caps most manufacturers added to their decking, as well as new formulations and additives. The newest generation of composite decking is more resistant to general wear and tear, fading, color change and damage from elements, especially UV from the sun. When comparing composite decking beware of outdated information. Base your buying decision on reviews of the latest products and technology.

## Aesthetics

Another improvement is the tremendous variety of natural-looking **colors to choose from**, i including many variegated tones that realistically imitate exotic hardwood grain patterns. New lines of colors are added so often that many deck builders now refer to the ever-expanding design choices as "deck fashion."

## Cost

Composite decking manufacturers have also found ways to offer more cost-competitive options, such as **Trex's lower-cost board**, to fit a wider range of budgets. Now, it's possible for a homeowner or contractor to build with composite decking materials and get the same long-term benefits without breaking the bank. When **comparing the prices** from various manufacturers, also compare attributes, such as board thickness, board profile (solid or scalloped), aesthetics, and scratch resistance. These are what typically separate lower-cost boards from the more premium offerings.

## Composite Decking Brands to Know

Invented by Trex in the mid-1990s, composite decking is widely recognized as a high-value alternative to wood. Many manufacturers have since entered the market, and several brands offer unique features, including proprietary materials, realistic grain patterns, and a variety of color options.

**Trex**(r) – Trex was the first company to combine plastic and wood flour in an extrusion process to make non-wood deck boards. Since launching approximately 30 years ago, Trex has remained the #1 brand leader. The company is best known today for its industry-leading Transcend product line, which is durable, beautiful, and easy to source locally.

Additionally, Trex offers boards at multiple price points to fit every buyer's budget. Trex also offers a full complement of fascia, railing and deck lighting.

**TimberTech**(r) – Several years ago, Azek Building Products—the leading manufacturer of PVC (polymer) decking—acquired TimberTech. Azek was a very strong composite decking brand, and the acquisition put the two most popular decking technologies under one roof.

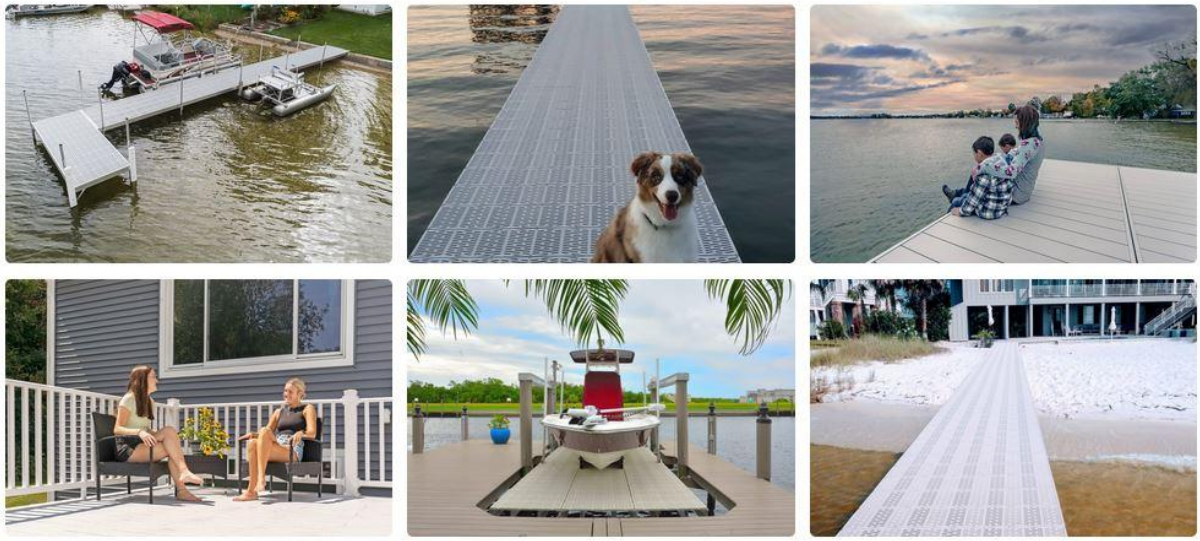
**Fiberon**(r)- Fiberon is another strong composite decking brand with a long history. Known for offering unique grain patterns and streaking aesthetics, Fiberon composite decking is easy to find in key markets.

## Which Composite Decking Material is Best?

Few manufacturers will tell you exactly what their composite decking contains or how it's made, so precise comparisons are difficult. Nonetheless, **capped composite decking boards** have several advantages, most of them stemming from the synthetic shell that protects the board's core from mold, mildew, rot, and the elements.

Capped composite decking is certainly more durable than its uncapped counterparts. Even so, it's up to

From: https://www.perspectiveproducts.com/polypropylene-vs-composite/



Composite deck solutions offer a similar maintenance free option to traditional wooden decks, but there are some key differences compared to polypropylene. Our Sure-Step and TREDZ products use 100% virgin materials, whereas composite decks are made from a mixture of wood fibers and plastic. The wood fibers can compromise the quality of material, reducing the lifespan of the product. A solution composite deck manufacturers use is to wrap the material in polypropylene. Sure-Step and TREDZ are already polypropylene decking systems.

Our 100% virgin products offer a durable solution which is slip-resistant and barefoot friendly.

**CONCLUDING REMARKS – WITNESSING A TRAGEDY OF THE COMMONS**

The TMDL was a cause for celebration for many when it was adopted. While I was hopeful, I was also skeptical that it would lead to recovery of Lake Tahoe's historic clarity, especially over a 65-year timeframe. My contrary views put me on the "outs" with certain managers and peers at the time when they became known, because the TMDL was the perceived answer to restoring clarity, reducing loads over time. Fifteen years in, it appears the TMDL underestimated the needed load reductions and/or Lake Tahoe has not responded to the load reductions as predicted by the Clarity Model. That is bad news for all concerned because the implications are the TMDL regulations will need to be revised by the states under USEPA direction to address the shortcomings before water quality worsens further.

Recreational boating has caused outsized impacts on Lake Tahoe, impacts that are unaddressed by the TMDL. In addition to microplastics, aquatic invasive species came in on the recreational boats, with the Tahoe Keys the prime example of the harm that can come from such

developments. It is unfortunate that the invasions occurred and that there were no clear regulatory structures to control that at the time, other than permits required to apply herbicides to the waters of Lake Tahoe. I believe more AIS invaders will eventually get past boat inspectors, if they have not already. That harm continues to unfold and will so long as the impacts of recreational boating on Lake Tahoe are allowed to continue unabated.

More of the same will bring more of the same and worse. Time is running out for Lake Tahoe unless the impacts of in-lake activities are also addressed by all agencies with jurisdiction in the matters, as they never have been, with TRPA and other agencies both causing additional impacts under its deficient policies and failing to mitigate existing impacts. Lake Tahoe is a resource held in common by multiple jurisdictions, each with a role to play. Under current policies the tragedy will continue to unfold. I am not suggesting the current trajectory can't be altered, and it will not change unless TRPA and the other "partners" begin the difficult steps necessary to address the issues plaguing Lake Tahoe. That must include addressing the impacts of recreational boating, or Lake Tahoe will become toxic and will be sacrificed for all, future generations, for the benefit of the few.

Keep Tahoe Pure; Microplastics Endure

Use Wood, Metal and Stone in the Shorezone

TRPA can continue the failed programs discussed in my Petition or begin to address the unaddressed impacts and shortcomings of the TMDL restoration goals and permit programs for shoreline structures with your partners. If TRPA won't approve permits for these plastic shorezone structures the other agency permits do not matter.

Alan Miller, Professional Engineer

S. Lake Tahoe CA

REFERENCES (all can be found at https://tahoe.ucdavis.edu/ except no. 3)

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# An Independent Report on Lake Tahoe Water Quality

# Based on a Review of Available Public Information

# Part 2: Focusing on Review of the

# Tahoe Environmental Research Center's

# 2025 State of the Lake Report

# and

# Recommended Actions to Aid the Restoration of Lake Tahoe

By

Alan Miller, Civil and Environmental Engineer

South Lake Tahoe California

August 26, 2025

(Note to the reader: The information in Part 2 of this Report was first provided in Public Interest Comments to the Tahoe Regional Planning Agency Governing Board, meeting of August 27, 2025, Agenda item VII.B., State of the Lake Report 2025 with Director Stephanie Hampton, U.C. Davis Tahoe Environmental Research Center. The information in Part 1 of this Report was first provided in Public Interest Comments to the Tahoe Regional Planning Agency Governing Board, meeting of July 23, 2025, Agenda item X.A. Remand of Appeal Stock/Johannessen Single-Parcel Pier Permit, and has been reformatted here without substantial revision other than removal of project-specific comments and findings.)

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*Keep Tahoe Pure; Microplastics Endure*

*Use Wood, Metal and Stone in the Shorezone*

**INTRODUCTORY COMMENTS**

This independent analysis of the State of the Lake Report (SOTLR) for 2025 cited herein, with data current through 2024, both precedes and follows the publication of the SOTLR in 2025. I searched the document to see if it had undergone peer review. If so, it is not mentioned in the SOTLR. Similar to the SOTLR the analysis herein is written for the non-scientific public and has not been peer-reviewed. Unlike Tahoe Environmental Research Center (TERC), I have no one to thank for its preparation beyond those who contributed to the public reports I cite. I am appreciative of the work by Tahoe Environmental Research Center (TERC) and Desert Research Institute (DRI) to provide the public reports and the work to develop the data behind them.

This report is my review of the work of my peers and others with far-stronger research backgrounds and institutional credentials. It is also their opportunity to consider and critique my writings and scientific hypotheses, opportunities which have so far been declined without the slightest peep by the great scientists and researchers in the Tahoe science community. That's okay. I am not supposed to have a seat at the table, as I have been the "opposition" to the Tahoe Regional Planning Agency (TRPA) (and others in their partnerships) on many policies and projects. I have been an alternative voice not by choice so much as necessity, the mother of invention. I am a civil and environmental engineer and a generalist with a practical bent by nature, well-known to the TRPA with a long regulatory background at Lake Tahoe.

From https://pmc.ncbi.nlm.nih.gov/articles/PMC11797007/:

> "The peer review process is a critical component of scientific research and publishing, designed to validate and improve manuscripts before their public release. . . .
>
> The effectiveness of peer review rests on at least three foundational principles which include (i) disclosure of conflicts of interest: to maintain transparency, reviewers must disclose any potential conflicts of interest, including financial, professional, or personal biases that could affect their impartiality. Disclosing these conflicts protects the integrity of the peer review process and maintains trust among authors, editors, and readers; (ii) scientific expertise: reviewers must have sufficient knowledge in the manuscript's subject area to provide a useful assessment of its content. This expertise ensures that reviewers can evaluate the scientific rigor, relevance, and quality of the research appropriately; and (iii) constructive feedback: feedback should not only highlight strengths and weaknesses, but also provide actionable recommendations for improvement. Constructive feedback allows authors to refine their work, and often strengthens the study's contribution to its field (Table 1).

I don't participate in the "research" world of the academics and scholars. I don't have any "research" credentials beyond my bachelor's degree in environmental resources engineering, where I did assist professors with their water research. My comments are based on my 30-some years of background in the field and my registration as a CA professional engineer. Credentials help understand qualifications to a degree. However, science is not concerned with credentials, but the quality of information. One right equation makes all others wrong, as in $E = mc^2$, thinking conducted by one individual in that case. That's real science. And, of course, lowly Dr. Einstein was opposed by his institutionalized peers, but his voice of truth overcame the throng, just as did Dr. Charles Goldman in his day. I therefore rest on the quality of my analyses.

**GENERAL COMMENTS ON THE 2025 STATE OF THE LAKE REPORT**

Before I present comments, TERC states that the SOTLRs are intended for non-scientists, so we may assume the SOTLRs are not peer-reviewed while presenting certain information that has, in some cases, undergone peer review. I quoted the above because it is in that spirit that I approach the critique here, based on what has been presented in the SOTLR to the public and decision-makers in regulatory authority over the Lake Tahoe basin, and to a certain extent, public news reports and responses to the SOTLR which are "concerning" to me.

Regarding the above quote on peer review: I have no potential conflicts of interest, as stated, no inherent biases. My insights are from training and experience. I believe I have enough expertise in the subject matter to provide a useful, independent, assessment of the contents of the reports and other information, and I seek to provide constructive feedback while not sugar-coating important deficiencies with subtleties. I am a volunteer in service to the mother of us all. Now is a time to review what has gone before and put forward and test new hypotheses.

Prior Reporting, July 2025

This water quality report augments and follows a prior report I submitted for the public record of TRPA in July 2025 (as noted on the title page) in connection with a private pier approval. Because I'm not being paid for any of my engineering-activist work, to save time I have simply stripped out the portions applicable to the specific project (in the public record) before reformatting and republication here in Public Interest Comments, with other minor edits and changes. You'll find it after Part 2, titled *An Independent Report on Lake Tahoe Water Quality Based on a Review of Available Public Information; Part 1: A Conceptual Model for Lake Tahoe with a Focus On Microplastics and the Total Maximum Daily Load Regulation for Lake Tahoe.* Those who have not read it may wish to start there then come back to here. These comments

are related but separate, and augment the prior report in certain respects based on the new information in the 2025 SOTLR, and I provide a short lead-in to Part 1 at the end of Part 2.

**With Specific Reference to the 2025 SOTLR**

In this section I provide a summary of comments on topics of interest to me, going through the report from top to bottom, a sort of "first cut." Discussion of many these of topics and the quoted information appears again in later comments where they are woven as reminders into the context I have explained. Therefore I am not being mindlessly repetitive, but methodically examining new angles and potential dots to connect.

I agree completely with the statement of p 2.1 – "people transforming data into knowledge." That is what I'm attempting here as well and I understand it takes partners to bring "knowledge to action." I likewise wish to foster a more "holistic understanding," as in my Bathtub Model in Part 1.

P 2.2 mentions a number of monitored parameters. Among them are many things no one can control: Air and water temperatures, rain as snow, precipitation, lake mixing, stratification, stream temperatures, mixing, plankton species, periphyton, chlorophyll, turbidity, dissolved oxygen, internal wave structures, materials movement, and others. There may be very good reasons I don't understand for monitoring all of these things that can't be managed, for instance, scholarship and pure research. I don't mean to impugn any of that, especially to the extent it may be funded solely by U.C. Davis (or DRI). There are big management problems at Lake Tahoe with a need for greater science-research integration. If the science is understood, that isn't clear to me and, by extension, the public based on the SOTLRs. So I appreciate the Director's desire to bring more accessibility to the reports for non-scientists, while maintaining high quality, to "transform that knowledge to action."

Part 1 included discussions of primary productivity and I note that p 2.3 indicates "primary productivity increased" with the data for the last several years withdrawn from the chart pending some reassessments underway. The comments in Part 1 need to be considered in that light, as they were prepared before this was known.

P 2.4 discusses,

> . . . annual average clarity (62.3 feet in 2024) appears to have plateaued. Winter trends have stabilized or improved, but summer trends remain concerning. We have monitored particles since 2009, with attention to those most strongly affecting water clarity in the 1–6.73 micron size class, and we saw a sudden increase after 2015. This past year we

> recorded the highest number of particles since monitoring began, with over 6 million particles per liter in the 1–6 micron size class . . . The specific identity of these particles remains unknown . . . targeted research is needed into the nature of the clarity-reducing particles . . . collecting data on characteristics of the light that enters the water."

Subsequent parts of this report and Part 1 may help to inform, in detail, the incomplete picture here. The increase is of course directly attributable in large part to particles in terrestrial storm runoff, and I suggest also cumulative increasing inputs of microplastics from plastic structures on the shoreline—the weather in 2022-2023 was also hard on in-lake plastic structures. In addition I suggest the effects of geoengineering must be considered.

I echo what was written about the importance of educating the public: "Education about the Lake Tahoe environment remains a cornerstone of TERC's engagement with the Tahoe community" (P2.5) I too ". . . celebrate stewardship successes that have protected the lake from the degradation while also recognizing the need to make additional progress in restoring the lake and building resilience to face current and future environmental challenges." With regard to ". . . novel pollutants all pose challenges that threaten health of the lake," I again suggest microplastics from in-lake structures may be chief among them until more is known to quantify this contribution, and that any such contribution is illicit and should not have been allowed.

The Wirewalker device (p 6.5) for continuous data collection to 150 m is pretty amazing to me, and it would be great if it could help correlate its data with other parameters like clarity and particle counts, etc. I comment further below from p 6.8, "One of the buoys holds a microplastic deposition bucket for our partners at Desert Research Institute, to help further their microplastic research." I comment below regarding deposition of particulates from geochemical engineering, which DRI also conducts, and the need for testing. For example, has there been any change in concentrations of aluminum over the decades? If so, the likely and perhaps only source is atmospheric pollutants known to be associated with geoengineering.

Finding the Answers Needed and Cumulative Impacts

P 6.16, cites some TERC Goals: "Interdisciplinary teams must work together to collect and share data, ask the right questions, and find the answers needed to keep Lake Tahoe a healthy and clean source of fresh water that sustains life in the Basin, and help to future-proof the lake for inevitable changes." Yes, but unless TERC is also monitoring what TRPA is approving and allowing they will be working at cross purposes and TRPA will continue using TERC to provide cover for their thousands of project approvals. That is because of false claims that nothing TRPA allows ever has any adverse impact: their regulations don't really allow projects with significant

adverse impacts absent findings of overriding considerations. Therefore every plan and project since the 2012 adoption of the Regional Plan has been approved under a "Finding of No Significant Effect" or FONSE, and before that as well. TRPA has come to stand before the public as the "Tahoe Regional Piecemealing Agency," as well as the "Tahoe Regional Plastics Agency," in my view, and has been recalcitrant as such. While TRPA is not TERC's problem, it affects the research. TRPA doesn't do project monitoring, so the research is all it has, and the research is showing ongoing cumulative effects in Lake Tahoe, no question.

The public is told to believe their findings when TRPA staff opines it has completely eliminated significant adverse project effects, and all that remains are "legacy" impacts. It's not credible. There are a lot of those legacies and some have been reversed, but others, like the Tahoe Keys, will remain. None of the "minor impacts" of its approvals are cumulatively considerable in TRPA's view so there is no reason to do anything any differently than it has done in the last two decades and more. The FONSEs require little analysis and are "efficient." The cumulative impacts are writ large in declining Lake Tahoe water quality. The more-recent evidence is that all those FONSE's are not leading to restoration of Lake Tahoe clarity or ecology, and that TRPA needs a lot more help from scientific managers. Is that a reason for TRPA to pause or do anything different? They must or it will be "game over" at Lake Tahoe as the downslide continues and accelerates with negative feedbacks.

Not a Solution

If they are told of their shortcomings, TRPA and the other partners clam up, throw their backs up, circle the wagons, and yield only to legal actions . . . because they are the planning and regulatory experts and they've got their agency partners at TERC/DRI and elsewhere to defend their ignorance. They seldom if ever admit to any shortcoming. TRPA is not a scientific organization; it is a planning and political body acting under color of state law, appointed by the legislators of the states, and little more. The legislatures no more understand TRPA than anyone else; their job is to provide funding, not oversight . . . leading to the present situation. There is lots of funding with little accountability for results.

On p 9.1 Sources of clarity-reducing and blueness-reducing pollutants are charted, but if I recall correctly the charts shown are from TMDL development prior to 2011, and have never been verified or updated. They may have been peer-reviewed at the time? The characterization was done to help identify the three main pollutants affecting lake health, and their sources at the time. Suggestions are to provide references and frame this in a "historic" context beyond the mention of the TMDL in the last sentence, which says it formed the strategy for Lake Tahoe restoration. Is the strategy working? It doesn't seem to be, based on the SOTLRs over the years,

but you can't glean anything like that from them. Such information has to be ferreted out the dense data collections and all the different research efforts and silos, a challenge.

On p 9.5 Suspended sediment contribution by Upper Truckee River is discussed and this is more of a questioning than a critique: It says, "In 2024, the estimated suspended sediment load from the Upper Truckee River was 879 MT. The highest load ever recorded was 6,100 MT in 2006. The average annual load is 1,909 MT. (One metric ton (MT) = 2,205 pounds.)." This begs for more explanation: How did we get from 6,100 MT in 2016 to 879 MT in 2024, a year with among the highest precipitation/runoff in many decades? Is it channel restorations, the UTR marsh restoration, or some other factor? There must be data to help inform this picture, which seems very positive. I would suggest examining more of the peaks to see whether there are management tools to reduce them further, as the floods are when materials move, with snowmelt most-often entering the ground before discharging as overland runoff or stream flows. For example, if rain on snow accounts for 2006 loads (I seem to recall) then perhaps slower snowmelt accounts for load reductions in 2024? What is the correlation with precipitation, stream flow and the sediment rating curve? (My guided undergraduate research clearly showed a non-linear rating curve for UTR based on flow and suspended sediment data to about 1990; what is it now?) What is the contribution of fine sediment from UTR?

The discussion on p 9.8 of Lake fine particle concentration shows a "concerning" to me exponentially-increasing trend from around 1 particle per liter in 2012-2015 to 6 in 2024, with five years since 2016 above 4 particles per liter. Explanations are lacking as noted, and there have been some big fires and smoke events in that timeframe. I also offer observations on microplastics in what follows that may in part account for this unexplained increase. I have identified plastics from marinas and piers as an ongoing slow-release microplastics time-bomb, with a lot of big explosions coming in time, not long now.

P 9.12 Fine particle distribution "The entry of particles in the upper part of the lake (above 300 ft) associated with spring snowmelt is evident in late May through August." That is conjectural and incomplete as this discussion omits consideration of microplastics, an in-lake particle source, as discussed in Part 1 and more in sections below.

About "Stability"

The discussion on p 11.1 Annual average Secchi depth indicates: ". . . due to natural variability, the long-term trend over the past two decades suggests that lake clarity is neither significantly improving nor declining. The system appears to be in a relatively stable state." While rates of clarity loss have decreased based on the statistics, the finding in the latter sentence requires

greater support in light of other factors and trends adverse to ecological restoration. “Stability” is used elsewhere to say both that temperature stability is a great concern (to overall “system” stability) and that the “system” has reached a stable state with regard to clarity. The system “appears to be” statistically stable unless its stability is upset by increasing temperature stability. This is confusing and contradictory and I question whether or how both together are correct? That is also where I believe the public thinks something is amiss with the “stability” announcements and that total facts don’t add up to this claim.

In 2024, Lake Tahoe’s annual average Secchi depth was 62.3 feet, a decline from 68.2 feet in 2023 (see comments on 2023 annual average clarity in Part 1). P 11.3 Summer Secchi depth states, “The summer average Secchi depth dropped to 53.4 feet (16.3 m), making it the fifth poorest summer average recorded, with 2019 being 53 feet, 2008 being 51 feet, 2010 and 2011 being 52 feet.” Part 1 showed 68.2 feet in 2023 was following upwelling. P 11.1 says 103 feet on 2/1/24 and p 11.2 says on 3/7/24 (?); a clear-water dissolved-nutrient upwelling combined with later/other inputs to drive summer clarity lower, much like 2023. I dare say few were expecting or prepared for 2022 into 2023. Nonetheless, these things do not bode well for the “goal that agencies and the Tahoe Basin community continue to work toward” because wet years will come and go, and we’ve seen nothing of what is potential with a significant “atmospheric river” continental runoff event, as occurred with random regularity in the CA/OR/WA geologic record of the last two millennia. 2022-2023 gave an indication of how to prepare for that and worse, and what will result lacking that preparation. Call it a safety factor to plan for the worst.

Research Suggestions Not in the SOTLRs

Some things I’d like to see more of from the regional research community include: municipal storm runoff characterization, development of treatments for runoff and effectiveness testing. Also, examinations of ground water conditions, and contributions of N/P/FSP (esp. urban), to the totals—which may be changing. Because it is far better than direct discharge, stormwater infiltration is both one of the most cost-effective management measures and a perceived panacea for development impacts, past and present. Such waste disposal practices are not without potentially significant cumulative impacts as assumed in planning and regulatory circles. Now that agencies and individuals have been shoving as much pollution as possible into the ground and thence to groundwater for 50 years through the basin’s shallow, porous soils, examinations of potential changes to groundwater are needed: what is going on down there since the last examination (by USACOE/BLM?) in years prior to the TMDL adoption? What are travel times for pollutants in groundwater at Lake Tahoe and what are the contributions and long-term implications for the Lake from ongoing and increasing pollutant discharges to groundwater?

Suggestions for Additional Applied Research

With regard to the SOTLR and constructive feedback one overarching comment is that the various research efforts, public reports and publications seem largely in the domain of “pure research” versus ”applied research” or “applied science” directed to solve Lake management problems, with notable exceptions such as aquatic invasive species monitoring and runoff monitoring. I find much of the report is concerned with collecting data to analyze and understand factors that may affect Lake water quality which are entirely beyond the ability of any manager over the region to do anything about. More management guidance is needed or more explanation of the implications of changes in monitored conditions would be helpful.

I suggest a greater emphasis on how pure research into factors that are not predictable or controllable in any real sense can be applied by basin managers, with numerous variables and unknowns like the weather. For instance, more precipitation is notably falling as rain than snow. For this single concept: What are the implications of that on erosion rates and runoff rates? What are the implications for stream morphology, particularly with regard to large-scale “restoration” interventions? What are the implications for storm water managers and project developers? What can be done to provide more robust and resilient treatments? How can we test these management implications and adjust policies? The agency staff and public would like to know your research perspectives, and need to understand them; not the minutia, the big picture as I attempt to sketch.

Future Research

Future research and monitoring (p 2.5) augments what has gone before with new and better methods. I was challenged to pull concrete recommendations from the SOTLR Report for “actionable recommendations for improvement” other than for AIS. This critique will provide many such management recommendations, and my main recommendation as a reviewer is to focus future efforts more on applied research needed to assist land managers with actionable recommendations. As discussed further below, the runoff to be examined in the study begun (p 6.21) should also be examined for microplastics, in urban runoff, and geoengineering chemicals deposited on the land and vegetation, as well.

**Additional Comments on the Clarity and the Total Maximum Daily Load Regulation**

Part 1 comments extensively on the TMDL for Lake Tahoe. The SOTLR comments on the perhaps-slower pace of adverse changes to annual average water clarity, the ongoing declines in “summer average clarity” and increases in fine particles the researchers reportedly do not understand based on insufficient data. They note that current regulatory (and research) efforts

are designed to restore lost annual average clarity to nearly 100 feet by the latter decades of the century, and that the ongoing regulatory efforts are directed at attaining long-term clarity targets the agencies are diligently working on. Those targets are pie-in-the-sky goals adopted for policy and legal purposes. They weren't believable on adoption and are far less believable now.

The BIG Question

TERC originated in Dr. Goldman's efforts to show decision-makers what was scientifically predictable if sewage and other wastes discharges to Lake Tahoe were not rapidly reduced; environmental disaster. These public science reports no longer perform that role. They tend to downplay the adverse changes to Lake Tahoe year after year. I would prefer to see talents redirected to answer management questions, big ones like Dr. Goldman once asked, "Is the Total Maximum Daily Load (TMDL) regulation correct and, if so, why has clarity responded negatively for the past 14 years?"

Consider Expanding Secchi Disk Sampling

While "annual average clarity" is reportedly without a clear trend, a "plateau" is asserted based on the wide variability of Lake Tahoe and the statistical limitations of the long-term data set. That data set is based on one location in the middle of Lake Tahoe and two locations on the west shore where secchi disk readings are taken methodically throughout the year. From p 11.1, "27 readings at Lake Tahoe's long-term index station and 12 readings from the mid-lake index station taken throughout the year." There is very little statistical power with so few measurement locations. All the secchi disk clarity statistics are from those three surface locations with no data to show those clarity readings are representative of the entirety of Lake Tahoe, while spatial clarity may vary considerably.

One suggestion therefore is to increase the number of secchi disk monitoring locations to compare against the long-term data set(s) to reduce the statistical error bars and provide a more robust statistical picture at reasonable cost. Secchi disk reading is reported to be highly reproducible and could be accomplished with volunteers from the boating community with researcher oversight, watching a plate disappear underwater and recording the observations. Volunteers and scholars would enjoy that. Lake Tahoe is a very large water body to represent clarity in the upper 140 feet based on one to three monitoring locations. Why weren't more long-term data collection efforts started to expand the secchi disk knowledge long ago, with so much riding on clarity? Perhaps it is because secchi disk measurements can't inform of the

reasons for particular readings, as secchi disk clarity is a combined surrogate parameter for the combined effects of all influences on clarity, without regard to cause.

Consider the Effects of Geoengineering on Clarity Measurements

TERC collects dust on buoys in the Lake. The dust from the buoys, especially if past dust is available, should be examined for aluminum, barium, strontium, carbon and heavy metals, likely signature chemicals from geoengineering carried out within the region for the last several decades or longer. Since the latter part of the last century and increasingly in recent decades these particles have been intentionally sprayed into the atmosphere from aircraft to dim solar radiation reaching the planet surface, to control weather, and for other illicit and secret military purposes. (You needn't accredit me. See the film UnConventional Grey https://rumble.com/v39uii8-un-conventional.html and many other info sources such as Dane Wigington's website https://geoengineeringwatch.org/category/geoengineering/top-story/ and be among more than 50 million other website visitors.) The institutionalized academic researchers and governments they support and are supported by do not acknowledge the existence of the ongoing global geoengineering despite credible, widespread and growing evidence in the public sphere. Thus has "science" been corrupted and is not to be believed if geoengineering is omitted from discussions. The researchers in denial sully their own work—and worse.

My conclusion is that by their silence, which has been bought, institutionalized academic and science researchers are assisting in geoengineering efforts to contaminate and destroy the air we breathe, the food and water we ingest, all plant and animal life and, of course, to sicken and kill humans in a secret war on them before they get informed, out of control, angry. Those behind it, the trillionaires and governments of the world they control, use geoengineering as a means to manipulate the weather and climate, changes they are causing to manipulate the people into believing claims that the climate is changing in response to carbon dioxide from human activity for their own, secret reasons. (Following his recent assumption of office President Trump provided a notice to the perpetrators and flyboys of geoengineering that further activity will not be without severe consequences and it seems to be abating, but we shall see, literally.)

There can be no credible or informed scientific debate about anything having to do with so-called "climate changes caused by human CO2 emissions" until the past and ongoing geoengineering is acknowledged and the effects are quantified. The point is: Lake Tahoe is affected by the ongoing geoengineering with never a word from TERC—or its "partners" at DRI

undeniably involved in geoengineering. They are two-bit actors, “extras” on the set in a global tragedy being enacted, not connecting the facts for the decision-makers.

Don’t forget public, these research specialists are supposed to be the smartest people, the trained experts with science backgrounds, so the blindness is either real, or feigned for reasons unknown. Maybe they secretly believe the global climate manipulation experiment is needed to combat climate change? DRI wants to be a rainmaker. The others nonetheless tacitly support ongoing undisclosed government efforts to change the weather and/or climate while poisoning the planet, something I will never understand that seems to be tied to economics and “service to self.”

Such geoengineering, for instance by DRI (see Part 1), is well known by hydrologists and others, but they at DRI are not military contractors so far as I know. Decreases in incoming solar radiation have been documented by decreases in energy outputs from solar arrays, for example by Dane Wigington, and may also be an unexamined factor affecting clarity in a variety of ways, just as does weather affect UV light penetration, per the SOTLR. Therefore, a suggestion is to research the ongoing changes to solar influx, “the dimming,” the number of cloudy days in past decades vs. more recent times, etc., particularly those attributable to geoengineering, with jet “chemtrails” criss-crossing over Lake Tahoe as frequently observed in the past before the overcast sets in.

Changes in incoming solar radiation since 1969 are likely not accounted for in the TERC research. Decreases in sunlight intensity over time would likely reduce depths at which a secchi disk can be observed but this is done by dispersing aerosol particles in the upper and lower atmosphere to rain down on the land and waters. So combined effects are likely going to show up in Lake clarity data as decreases in clarity from particles, even if particle numbers were, say, reduced by runoff controls. The geoengineering may also affect the sun-energy inputs driving primary production and biological responses. Who knows how these unacknowledged, unaccounted for, geoengineering factors are affecting Lake Tahoe? I don’t, nor do the researchers at TERC/DRI who remain silent behind climate-change-driven agendas and funding.

No Apparent Trends?

Few are interested in simply tracking the ongoing declines in clarity, even if rates are slower. I assert declines have <u>not</u> been arrested based on rising fine particle counts, increasing primary productivity (PP), increasing nitrogen and phosphorus, and other data in the reports, statistical “noise” aside. The complete record shows ongoing declines, and a statistical plateau is not an improvement, just a lessening or ceasing of the rate of decline. With no clear trend upward and

many factors tending toward forcing ongoing declines, clarity could resume declining from its "apparently" unchanging statistical plateau just as PP appears to be accelerating exponentially based on prior reports. (TERC is refiguring the PP baseline to accord with current measurement methods, so data from recent years is missing from the 2025 SOTLR. Any such changes to PP values are suspect and only justifiable with robust peer review in my opinion, due to the conflicts cited. See Part 1.)

**Tahoe Environmental Research Center Welcomes a New Director**

Like many others, I respectfully welcome the new TERC Director, Stephanie Hampton, with her impressive background and credentials. I think Lake Tahoe is fortunate to gain her. However, I didn't see any "Super-Hero" superpowers listed, though maybe she has them? I hope so. I think it is going to take more than superpowers to reverse the ongoing degradation of Lake Tahoe and not reasonable to expect. That is especially true if the role she assumes is to put the seal of approval on all that has gone before; if so, her presence will make no real difference in the fate of Lake Tahoe. On the other hand, perhaps god has sent her to assist to abate this mess?

TERC and the TMDL

Director Hampton obviously has broad experience with institutional research. However, I've been at the Wild West Rodeo at Lake Tahoe for over three decades, and witness to the Total Maximum Daily Load modeling and regulatory actions by the two states and others, largely under the direction of former TERC Director Schladow. His recent departure, following most of the others then involved, comes at a time when the TMDL appears to be deficient in all significant respects. There have been no actual improvements in Lake clarity since the TMDL was adopted in 2011, following nearly a decade in development. The TMDL adoption was driven not only by USEPA regulations but in response to public ire over obvious continued degradation. Despite Lahontan Water Board assurances, the TMDL adoption was opposed by local government leaders in CA at the time as sediment reductions required were perceived as unrealistic and potentially too costly and difficult to achieve.

That has proven not to be the case. The TMDL pollutant reduction targets have reportedly been met with great consistency in general. Wouldn't water quality be worse without the TMDL? That is my working assumption, and also that the TMDL has not resolved the clarity dilemma. It has brought us to now. So unless some very basic assumptions are questioned and resolved, the TMDL is not the answer. Perhaps the reduction targets should have been more stringent and tied to short-term clarity improvements?

TERC's role since the TMDL was developed seems to be to forget about any details of that past effort, laud the "partner" agencies and their staff for their role in "restoring Lake Tahoe" and give the public a microscopic view of the ongoing degradation playing out macroscopically for those like me who have lived and worked here for decades. That includes never calling the assumptions of the TMDL into question, at least not in public, or doing any research into potential shortcomings and blind spots. Perhaps that will change with Dr. Schladow's departure? Research of factors that can't be controlled (even if understood) will not cure what ails Lake Tahoe in any event; while it may aid in understanding limnology it is nest-feathering at public expense with regard to Lake Tahoe. Let's hope for more than that going forward while understanding that TERC and its research partners are in large part financially-dependent on the largesse of the agencies funding the TMDL implementation, and thus inherently in appearance of conflict of interest. It is the Lake of the States, the TMDL research funders.

Making Waves at Lake Tahoe

Top researchers don't often get where they are by going against the powers that be, being controversial, nor do their minions. While all are interested in improving Lake Tahoe water quality, the regulatory agencies and legislative funders have a tremendous vested interest in maintaining the illusion that the problems will be resolved given enough money, staff and time . . . perhaps for them to retire, like Dr. Schladow and the others who helped develop the TMDL regulations, before the illusions break down completely.

Likewise, the research institutions have a vested interest in maintaining their government funding, and risk losing it by research into issues that would put their funders in a bad light. That's why I'm here, to point out and pursue the issues they haven't addressed, that they may be addressed in the future. If the agents continue to sideline me, I'll do what I can. Answering the TMDL question would be good research work worth doing. With that, I wish Director Hampton all the best and state that only time and her actions will tell what her contributions will be at Lake Tahoe.

**IN RECENT NEWS REPORTS . . . AND NOT**

The annual release of the SOTLR comes in advance of the annual meeting of the politicians and agency heads that is either The Grandstand on the Sand (at Sand Harbor) or The Rally at Valhalla; this year it was the latter. This is an excerpt from TRPA's report of it at https://www.trpa.gov/tahoe-summit-progress-and-legacy/:

> While progress is coming from many directions, the lake's health and clarity remain the cornerstone of TRPA's work. Recent reports show that thousands of public and private

> water quality projects are now preventing more than 700,000 pounds of fine sediment from reaching the lake each year. Encouraging progress, but clarity has yet to improve during the summer months. This underscores the importance of continued action. From restoring streams and wetlands to improving transportation and expanding affordable housing to reduce commutes, today's work is laying the foundation for long-term improvements in lake clarity.

Like I wrote, an implied reference to meeting TMDL removal targets that won't achieve restoration goals and no clarity improvements, period. Half-truths are lies for agency-preservation, "weasel-words" as transparent as Lake Tahoe in early winter. The Lake Tahoe Daily Tribune (August 15, 2025) also carried a report of the Rally at Valhalla and I find nothing worth quoting from that article for purposes here, just mutual back-patting about transportation improvements, development projects and "restoration" that has yet to arrive.

Keeping It Real

Peggy Bourland writes a monthly editorial column in the Tahoe Mountain News called "Keeping It Real" and frequently comments on regional government and agency follies. She is widely read and seems to perceive what others without, say, my technical background, perceive with the SOTLR and agency "spin." Despite heavy propagandizing by TRPA (at all times) she knows the history and trend and isn't buying it, like the tens of thousands of readers she writes for. See https://tahoemountainnews.net/ with the salient points reproduced below:

# Is saving Lake Tahoe a "Kobayashi Maru"?



Keeping It Real
by
Peggy Bourland

In the Star Trek universe, a fictional training simulation designed to be a no-win scenario for Starfleet Academy cadets poses a rescue mission into Klingon territory that requires cadets to decide whether to attempt a rescue of a disabled freighter (the Kobayashi Maru) or retreat. Both options lead to certain death.

The Basin's overlord (TRPA) has led a 60-year, $3 billion rescue mission to save and restore Lake Tahoe that looks more and more like a no-win situation. Lake clarity has dropped forty feet in the last fifty years and scientists remain baffled by the lake's decline in clarity (UC Davis, 2025 report). The TRPA's current executive director, Julie Regan, claims lake clarity has stabilized and is a sign that "we" are making progress. She calls the lack of improved clarity "concerning." The lake's summer average of 62.3 feet of clarity and algae-tinged waters are way more than concerning.

The scientific and water clarity reports call for a return to serious environmental efforts that don't yield to economic expansion. Yet the TRPA supported the now-defunct, five-lane Loop Road that would have paved over acres of land to make way for large economic development while displacing hundreds of workers, routinely approves luxury condominium projects, authorized 1,800 additional buoys, and refuses to address the estimated 7,000 VHRs in the basin that contribute to the housing crisis in favor of more tourists.

In the end, Captain Kirk famously triumphs over the Kobayashi Maru simulation test by reprogramming the simulation. Tahoe's no-win simulation test needs to be reprogrammed, but first the hucksters, TRPA, and lawmakers need to stop selling the lake out to more tourism and high-rise development and focus on preservation instead of the almighty dollar.

**UPDATES**

**Measure T Appeal:** On July 25, Judge Gary Slossberg (EDC Superior Court) ruled that the request for nearly $1.3M in legal fees by the attorney for the plaintiffs (SLT Property Owners Group/Bob McIntyre, Mark Salmon, Duggan Smith and others) in the Measure T case will be postponed for one year pending the outcome of the appeal by the Tahoe Neighborhoods Group on behalf of SLT's voting majority. This provides temporary cover for the city and acknowledges that there is an appeal to restore Measure T. City attorneys had

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The Tahoe Daily Tribune's August 15, 2025 issue also had a report headlined, "Joint State Effort Shields Lake Tahoe from a Record Amount of Polluted Runoff." The article was actually a press release from the CA State Water Resources Control Board. Here is an excerpt:

> Results from the bi-state report found that each of the program's urban implementing partners, the California Department of Transportation, Nevada Department of Transportation, El Dorado County, Placer County, Douglas County, Washoe County and the City of South Lake Tahoe, exceeded their pollutant reduction targets. Results are estimated using the Pollutant Load Reduction Model, therefore actual load reductions may differ. . . .

> On the research front, program partners are accelerating efforts to understand the full range of complex interactions and processes that harm lake clarity, such as wildfires, warming air and water temperatures, extreme weather and invasive species. While there is uncertainty surrounding in-lake processes, scientists and agencies agree that the TMDL Program and associated pollutant reductions are fundamental to protecting the lake.

The press release also states “an estimated 727,000 pounds of fine sediment, more than 5,800 pounds of nitrogen and nearly 2,100 pounds of phosphorus were prevented from reaching the lake in 2024, all annual record highs since the program began tracking these statistics in 2016.” That’s all well and good, they made their targets in 2024, and the fractions of the maximal “total load” are unstated. The recent appointee to Lahontan Water Board Executive Officer, Ben Letton, is quoted: “. . . Building resilience into our pollutant control efforts is essential.” My reading of the above based on my experience is that, due to the heavy runoff in 2023, the runoff control systems were most likely silted up and overwhelmed long before the major runoff period ended. They are reporting only what was caught in 2024, not what was bypassed, which was major in 2023. I also question whether that was all “fine sediment” as stated, as defined by TERC and the TMDL, and how that was determined, details of the tracking models I have no time for in advance of the TRPA meeting this was prepared for.

Staff Changes and Promotions at Lahontan Water Board, New Executive Officer

If you didn’t notice above, the California Regional Water Quality Control Board—Lahontan Region has a new Executive Officer appointee, elevated from his position as second in command. My former colleague from Victorville, Mike Plaziak (MP) has been replaced, I know not why, but not before issuing a General Order titled: “Board Order No. R6-2025-0008, Granting Clean Water Act Section 401 Water Quality Certification and Exemption to Waste Discharge Prohibitions for Regional General Permit 4 for Lake Tahoe Minimal Impact Activities and Structures, Placer and El Dorado Counties.” This lame document sets the stage for more exempt approvals of plastic shorezone structures at Lake Tahoe, all new piers and pier replacements, with no findings to support that they will not shed prohibited microplastics and other toxic wastes. Good riddance to “MP” Mike and his misleadership of the Lahontan Water Board and staff concerning microplastics control at Lake Tahoe since my retirement.

Also gone, earlier this year, is a long-time associate Senior Scientist at the Lahontan Water Board, former supervisor of the Non-Point Source Unit with Lake Tahoe TMDL oversight responsibilities and one person who read at least some of my petitions and writings to the Lahontan Water Board and TRPA. One more institutional memory lost, I know not why. The

replacement supervisor is Senior Environmental Scientist Laurie Scribe, whom I hired decades ago. The departures are significant and I wish Laurie well in the years ahead with the deficient TMDL she inherits, and likewise for Mr. Letton, who I barely know but who knows of me.

Pollutant Reduction Targets and Total Loads

The State Water Board press report concludes,

> These measures, such as street sweeping and stormwater infiltration, are important steps toward achieving water clarity of at least 78 feet visibility by the end of 2031. In time, the goal is for people to once again be able to see to depths of 100 feet.
>
> Despite the record amount of pollution reduction recorded last year, the lake's annual average clarity in 2024 was only 62 feet deep, shallower than clarity levels in 2023 and 2022 of 72 and 68 feet deep, respectively. However, long-term trends in clarity are regarded as a more representative metric of lake health than year-to-year variation. Recent data show that the lake's long-term clarity is not trending worse or improving.

Only 62 feet annual average clarity in 2024, from the new SOTLR, the new data point I was awaiting from my earlier report (Part 1) that provided extensive analysis of early 2023 impacts; I refer the reader there. Since this was another statistical low following the winter upwelling that brought clear nutrient-rich winter waters from below, similarly to 2023, this may be a pattern. We can see the reliance on TERC interpretations from the SOTLR in the last sentences. That is the *best* thing that can be said, no worsening, if that it is correct based on the limited statistics.

TMDL Clarity Targets Will Not Be Met, Never Have Been Met

There is no realistic chance as stated of hitting 78 feet as an annual average in six years by following the current TMDL programs in my view, clarity values last seen circa the latter 1980s. That is just a targeted clarity objective of the TMDL that won't be met, a paper TMDL. Streams move sediment all the time, but much more in response to extreme runoff and erosion events such as in 2024. A lot of soil movement occurred in 2024. Most likely much of that soil material is still working its way down to Lake Tahoe, conveyed on the stream flows, which could take a number of years or longer absent more large-scale runoff events which, of course, would move more eroded soil and sediment. The SOTLR and Water Boards don't seem to consider that and the state can seldom admit an error, makes the governors look bad. On the other hand, the latter don't understand or care as we do.

While clarity was supposed to increase following implementation of the TMDL in 2011, it has only declined overall in the last 14 years. That is more than unfortunate. It goes against the

regulation, the premise of the TMDL sold to all. The implication is that the Lahontan and State Water Boards will wait and see what the clarity conditions are in 2031 and then determine a course of action when the clarity is further diminished, and shout "Rah-rah!" for the current program in the meantime. Given the timelines to correct *anything* TMDL, the implication is the states need to begin work on revising the TMDL to be more protective now, not in six years.

**SPECIFIC COMMENTS BASED ON THE 2025 STATE OF THE LAKE REPORT**

The 2025 SOTLR presents data from July 2024 for certain monitored parameters. The hypothesis that increased concentrations of fine particles in the springtime may be correlated to storm runoff from the surrounding landscape needs further support based on sampling of the incoming streams that has begun. While there probably is a strong correlation, testing would need to show whether any correlation with the in-lake increase cited corresponds also to the types and amounts of particles found in runoff. Source assessments would then be needed if the types and amounts of particles do in fact account for the increase in particles.

Microplastics Not Considered with Fine Particles

Much of the prior report (Part 1) is concerned with in-lake sources of microplastics and the data TERC reported on them. Urban landscapes and roads are where microplastics from tire wear and other significant terrestrial sources of microplastics, including those deposited by air, may be found; in forests, not so much beyond air deposits. Urban runoff control systems may help collect microplastics. That is widely assumed and should be verified. Testing of storm runoff and stream waters should be conducted for microplastics to determine the contributions and species of plastic chemicals most prevalent to assist in source identifications.

While past SOTLRs and other reports have included information on microplastics, the 2025 SOTLR includes only two references to that word on page 6.8 about collection of atmospheric microplastic dust deposits on buoys in Lake Tahoe, and another mention on page 12.1 concerning their education of visitors. That dust data is needed to help fill in data gaps, and dust inputs are nonetheless largely uncontrollable unless produced regionally and are thereby manageable.

Despite the prior reporting on microplastics by TERC discussed in Part 1, the 2025 SOTLR (including the Executive Summary) omits the existence of microplastics with regard to its discussions of "Lake fine particle concentration," stating on page 9.8 and again on 9.9, "Fine particles in the size range of approximately 1–6 microns in the upper 50 m are principally responsible for the attenuation of visible light and the consequent loss of lake clarity. **These particles can be inorganic (clay and silt) or organic (phytoplankton) . . .**" (emphasis added),

leaving out “microplastics” and repeats this again on page 9.12 with the chart for Fine Particle Distribution.

The researchers know, or should, that no testing for microplastics has been done below a level of 250 micrometers. Above that level, Lake Tahoe is among the most contaminated large water bodies in the world. There is no reasonable basis to expect that microplastics do not exist below 250 micrometers in size, right down to 6 or less, based on no testing (as reported last year by interim TERC Director Forrest). While the text is likely a carryover from prior reports, given that that plastics could also be included in and thereby affect fine particle samples the researchers collect, the omissions of microplastics in these sections is “concerning” to me. In a sense, a particle is a particle, and I am nonetheless concerned with sources of particulates not included in the models and measurements, particularly in-lake sources. The effects of microplastics on clarity readings are unknown and are apparently included with the natural substances. I don’t know that differentiation is needed, but microplastics are likely a part of the total particle counts, and could perhaps help to understand unexplained cumulative increases in the “fine particles” in recent years.

Microplastics Contributions from In-Lake Plastic Sources Not Considered

Another potential source of microplastics to consider and so far not discussed in any detail within public reports I am aware of is within the Lake Tahoe shoreline boundary, the marinas and piers along the Lake Tahoe shoreline comprised of polymer materials and, perhaps to a lesser extent, the plastic polymer recreational boats that the former support. Collectively I estimate these shoreline structures must amount to millions of pounds but, more specifically, each discrete piece of plastic has one or more surface areas exposed to the Lake Tahoe elements. Apart from styrofoam- or nurdle-filled ballasts for floating piers that break apart (a significant concern), the plastic surfaces exposed to sun, heat, foot traffic, cold, wind, water and ice abrasion are the areas from which microplastics are shed.

**An Estimate of Plastic Surfaces in the Shorezone of Lake Tahoe**

The total surface areas of these materials can scarcely be accurately estimated, total quantities being enormous and structures variable. For example, each “two by four” composite board has four sides, excluding the ends. Though lumber dimensions are less than names imply, let the composite board be 2 inches thick by 4 inches wide and 96 inches long (or 8 feet) for estimation purposes. The surface area then equates to 1152 square inches or 8 square feet. A moderate-sized pier 80 feet long by 4 feet wide would then have 12 boards across and 10 lengths, or 120 in total number. The surface area of the pier potentially subject to surface deterioration from

our one-pier estimate is thus 960 square feet, with some surfaces being more subject to wear and higher particle emission rates than others, but all surfaces potentially shedding year in and year out.

The 2018 Shoreline Plan of TRPA indicates at that time there were 662 piers (24 public, 638 private) and 14 marinas on Lake Tahoe, 12 in California and two in Nevada. Buoys for additional boats number over 4000. Floating platforms may also contain plastics. More piers have been approved since 2018. The Shoreline Plan has no development standards for materials in the shorezone of Lake Tahoe and no discussion of potential adverse impacts of plastics in its Environmental Impact Statement or anywhere else. Not all piers are plastic but most marinas are primarily plastic, and those that are wood will likely be replaced in time with plastic under existing deficient policies.

Therefore I will examine a potential "worst-case" scenario, an order-of-magnitude estimation for the surfaces rather than a "conservative" estimate of what the least discharges might be to estimate the potentials for decay. That is appropriate for Lake Tahoe, where the consequences of maximum releases should be considered. Since discharges of industrial microplastics from the recreational boating industry are prohibited, all discharges must be considered significant and posing a significant public nuisance condition with regard to Lake Tahoe water quality (adding toxins) and aesthetics. Even so, I'm not going to include microplastics from boats, buoys and the boats they support, which are also sources of microplastics, as are the plastic ballasts filled with styrofoam or plastic nurdles omitted from the estimate.

I'll assume 1280 square feet of surface substantially contributing microplastics from each pier and that each marina has 20 times that amount of surface on average for its collective piers and accessways (though all are different). The estimate of eroding plastic surface area is then on the order of 14*20*960 + 662*960 = 942*960 = 904,320 square feet of total plastic surface area, or about 20.8 acres. One acre is a bit less than a regulation football field, and we don't know anything about the rates or mass of materials that may be emitted year in and out, with visual evidence that it can be quite substantial. Whether the actual amount of surface is one or 100 acres, the discharges bulk or dust, is beside the point: none of this plastic belongs in Lake Tahoe. It was introduced by reversible error.

Toxics and Cumulative Effects of Plastics in the Shorezone

Considering the many hundreds of piers and marinas containing multiple piers around the Lake, the thousands of boats, one can begin to get a sense of the magnitude of the potential in-lake sources of plastic. Every amount added to the Lake has potential significant immediate and

cumulative impacts to water quality, biology and ecology, established beneficial uses of the waters and aesthetic qualities such as clarity. I remind that microplastics contain long-lived man-made toxins by their very chemical nature, and may contain additional toxic additives such as lead and other heavy metals. That is particularly so for the plastics of a decade or more ago, what the composite-plastics industry marketing calls “early generation” materials, with many such applications still in use around, over and in the Lake. See Part 1 for more details.

The plastic monomers have a variety of densities compared to water, defined as 1 g/cm$^3$ at standard temperatures and air pressure, as shown in the following listing for virgin materials without additives. Those materials less dense than 1 g/cm$^3$ would tend to have poor settling characteristics and include plastics used in plastic composite decking used in piers, old and new. (See part 1.) While many plastics, not all, have densities greater than water and would therefore tend to sink, note that may not be true for composites of polymers with wood. Since wood floats and would be bound to the plastics prior to wood decay, the bound combination may be subject to buoyant forces that would tend to maintain composite particles in suspension, where they may accumulate and cloud the water.

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# DENSITY OF PLASTICS AND POLYMERS

Density of some plastics materials and polymers are given in the following table.

| Room Temperature Density Values for Polymers | | |
|---|---|---|
| **Material** | **Density** | |
| | **g/cm$^3$** | **lb$_m$ / in$^3$** |
| ABS, Extrusion Grade | 1.052 | 0.038 |
| ABS, High Impact | 1.024 | 0.037 |
| Acetal, 20% Glass | 1.550 | 0.056 |
| Acetal, Copolymer | 1.412 | 0.051 |
| Acetal, Homopolymer | 1.412 | 0.051 |
| Acrylic | 1.190 | 0.043 |
| Butadiene - acrylonitrile (nitrile) | 0.98 | 0.0354 |
| CPVC | 1.550 | 0.056 |

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| | | |
|---|---|---|
| Polybutylene terephthalate (PBT) | 1.34 | 0.0484 |
| Polycarbonate (PC) | 1.20 | 0.0433 |
| Polyester (thermoset) | 1.04 - 1.46 | 0.038 - 0.053 |
| Polyetheretherketone (PEEK) | 1.31 | 0.0473 |
| Low density Polyethylene (LDPE) | 0.925 | 0.0334 |
| High density Polyethylene (HDPE) | 0.959 | 0.0346 |
| Ultrahigh molecular weight Polyethylene (UHMWPE) | 0.94 | 0.0339 |
| Polypropylene (PP) | 0.905 | 0.0327 |
| Polytetrafluoroethylene (PTFE) | 2.17 | 0.0783 |
| Polyurethane | 1.052 | 0.038 |

## Reference:


- Oberg, E. , Jones ,F.D. , Horton H.L. , Ryffel H.H., (2016) . Machinery's Handbook . 30th edition. Industrial Press Inc.


Plastic Weathering and Break-up Processes

It has been said that macroplastics “break up” into smaller pieces to become microplastics but do not “break down” in chemical composition. The composite plastic weathering and erosion processes ensue each summer with increased ultraviolet sun exposure (hard on plastics), shrinking and contracting with daily temperature changes, and with the season of use, breakage, people and dogs walking and scuffing the pier surfaces (e.g., with sandy feet), dragging skis, kayaks, paddle boards, water toys, sails, coolers, monitoring equipment and other belongings, many plastic. When the boaters retire for the season, storms set in and further dislodge and rinse the fine particles from abrasion and sun-exposure into the waters. The season of wind, snow and ice (and sun) then comes to further abrade and degrade the exposed

plastic surfaces through multiple snowstorms and freeze-thaw cycles. Finally, the warm storms of spring come to scour and rinse the surfaces abraded by wind and ice. This seasonal discharge of microplastics largely coincides with the period of greatest storm runoff and increases fine particles in the Lake, together with materials from spring runoff. When the last rainstorms of spring end the annual cycle begins anew, with occasional rinses from summer thundershowers. That is why I wrote earlier that terrestrial particles have not been partitioned from in-lake particulate sources, calling assumed correlations with particles in runoff into question.

Cumulative Impact and Other Assessments Lacking

These shoreline structures, in-lake sources of fine microplastics and very-fine nanoplastics, may plausibly be at least as significant as the terrestrial and airborne sources of fine particulates. Perhaps it is a combination of airborne, terrestrial and in-lake sources that accounts for the reported spring increase in particles? That is common sense and only further research and investigations could determine that. The order of magnitude estimate above shows that in-lake sources can't simply be discounted and dismissed out of hand without further examination and study, with relatively little known at testing-levels for microplastics below 250 micrometers. While the surface erosion products may be barely visible there is widespread evidence of significant visible mass wasting of many of the composite structures in the Lake Tahoe shorezone. With essentially very little plastic escaping the lake and tremendous amounts of water lost to evaporation each year, contamination by microplastics from these sources will only grow over time unless the existing sources are abated by removal, especially of the older and deteriorated materials still in use, and new sources are eliminated.

**Recreational Boating and Plastics**

Beyond the plastic piers, likewise, boats that are exposed to the weather may be a significant contributor of microplastics, from both visible and invisible deterioration. The problems are exacerbated by accumulation over time, with erosion rates of the plastic surfaces generally increasing with time and age. "Fiberglass" is a composite of polymer plastics and glass often used for boat exteriors. As fiberglass ages in the Tahoe environment it can develop surface cracks and other signs of visible deterioration, with surface emissions of particulate dust that can be discerned by wiping with a soft cloth of unlike color. Plastics shed as particulates from boat interiors (carpets, polyester, vinyl, etc) can also be discharged through bilge pumps and on the wind. Boats in deteriorated conditions must be observed and overlooked in aquatic invasive species inspections, since TRPA has inspected every boat at least once?

Apply Common Sense to Save Money, Time and Lake Tahoe

All this could take a lot of study and expense to figure out just exactly what the specific contribution may be to the microplastics problem from the in-lake plastics and shorezone structures, and the boats, but that is ALL unnecessary and a waste of public money that could be used for abatement or other research. That is because naked-eye visual inspections are sufficient in many cases to discern surface erosion of the macroplastics and thus verify the microplastics are being discharged as wastes (as legally defined) in violation of unenforced prohibitions in federal and state law, in TRPA's Regional Plan. The erosion occurs as sub-visible discharges of plastic dust but the cumulative erosion is readily discernible with time. Focus on that with fine particulate monitoring if necessary, for instance to show effects of control efforts if developed (with none currently in the regulations).

This Idea is Taboo and Can't Be Discussed!

**The obvious answer to the microplastics discharges from plastic shoreline structures is one no one wants to hear: Remove the plastics from Lake Tahoe.** They never should have been allowed in the first place! This composite-decking came into use in the 1980s and is now common. While many sources of microplastics may not be controllable, i.e., from the landscape or sky,

THESE IN-LAKE SOURCES ARE CONTROLLABLE. THEY ARE DISCHARGING PROHIBITED TOXIC WASTES. WHILE THEY ARE MANY THEY ARE FINITE IN NUMBER.

Therefore, the only questions worth researching concerning microplastics in my mind are:

1. When will any one or all of the agencies listed below and their research "partners" do anything about the toxic microplastics in Lake Tahoe to address the errors of the past?
2. When will they stop approving of more and more plastics in the Lake Tahoe shorezone?
3. If they will not stop their approvals, what is the justification given the magnitude of the problems, the lack of appropriate implementation of existing regulations, the current unknowns concerning toxic microplastics, and the facts that Lake Tahoe is a drinking water source for Reno and others and a designated Outstanding National Resource Water for which no long-term degradation is supposedly legally allowable?

The Exempt Industry

Activities leading to degradation by controllable but uncontrolled microplastic waste discharges in the shorezone from the recreational boating industry are not exempt from regulation. However, it has been given a tacit "free pass" by all agencies nonetheless in support of historic

recreation uses and recreation goals. Now the water is contaminated. And policies can't even be examined? Nonetheless, recreation goals can be met using wooden and metal piers and boats, like the John LeConte. The ongoing contamination of Lake Tahoe with microplastics is completely unnecessary and further approvals of plastic uses in the shorezone are inexcusable.

I note the Lake Tahoe Marina Association is a co-funder of the SOTLR, again raising the potential "appearance," at least, of a financial conflict of interest (on the part of researchers) to investigate the marinas for microplastics, which indeed has not been done to my knowledge. I presume the Marina Assn is acting entirely in good faith in doing so, to provide management information for AIS and otherwise "do their part" with limited or no awareness of the impacts of plastic shoreline structures on Lake Tahoe. Surely there is hesitation to accuse marina owners of impacts from approved structures—negligent dereliction of duty by the regulators in light of the evidence in the public records.

Final Thoughts on Microplastics

It is a multiple-agency conspiracy to ignore the problems: TRPA sits on the Shoreline Review Committee, as I once did, and has been repeatedly informed over several years (by me) of their responsibility for this unfolding microplastics water quality disaster, as has the Lahontan Water Board, the State Water Resources Control Board, the U.S. Army Corps of Engineers and others *approving of these plastic structures to this day*, without any thought given to microplastics. I would add the U.S. Environmental Protection Agency to the list. It is up to each agency to stop waiting and do all that is within its jurisdiction and authority to:

**KEEP TAHOE PURE, MICROPLASTICS ENDURE;**

**USE WOOD, METAL AND STONE IN THE SHOREZONE.**




**NOW IS THE TIME FOR CHANGE**

The world as we know it is changing. For the Tahoe region, with the staff changes at Lahontan Water Board and TERC, and TRPA in recent years, there is an opportunity to reconsider the past approaches. It has to happen or the clarity battle is a stalemate at best and bound to be lost in time. They are, in essence, the new crew and we'll see what they do. Director Hampton seeks to "have the opportunity to see our work through fresh eyes." May it be so, and god speed.

That is my petition and charge to TRPA, specifically. If TRPA stops approving these plastic shoreline structures, there will be no more new shoreline structures approved by any other agency. There are reasonable alternatives. Be a planner, TRPA. No chemical testing is needed for TRPA and Lahontan Water Board to begin to follow the law and fulfill your public trust under the Compact to keep Lake Tahoe pure with regard to shoreline structures. TRPA and others must stop polluting Lake Tahoe with toxic microplastics for the long term by care-less piecemeal approvals and unjustified prohibition exemptions for plastic shoreline structures solely for Lake Tahoe joy-rides. Wood, metal and stone are alternatives.

Likewise the Water Boards must not wait to address the TMDL shortcomings—with the aid of the research community, honestly invested—no ignoring known sources of pollutants. To further delay these matters is criminal in my opinion and no good will come from it.

I'm not a know-it-all and I don't have all the answers, far from it. I am seeking to ask the right questions and present my honest views without intent to deceive. I assert the reasoning is defensible behind my hypotheses. I have limited means of testing for confirmation. I have no animosity towards the new TERC Director and assume the best of intentions. Others have earned a certain amount. I have welcomed scientific and policy debate but no one seems to want that so I snipe from the sidelines to promote change.

I am writing the story for the public of how the demise of Lake Tahoe occurred at agency and legislative hands, unless and until that scenario changes. I welcome free debate where all are encouraged to speak or write their views under the First Amendment openly without fear of reprisal and retribution. Critique me if I am misinformed and we will engage. All hands are needed, doing their utmost to fulfill the law and thereby aid in the true restoration of Lake Tahoe. Let's do this work, each doing their best, together or apart.

Alan Miller, Professional Engineer

S. Lake Tahoe CA

Reference: TAHOE: STATE OF THE LAKE REPORT 2025, University of California, Tahoe Environmental Research Center, July 2025, https://tahoe.ucdavis.edu/stateofthelake.

Addendum: Author's Note Concerning Part 1

Part 1 has a Table of Contents like Part 2 as a guide. In part 1 is information on water quality standards and regulatory frameworks for the Tahoe basin including from my background and experience with the Total Maximum Daily Load Regulation for the Lake Tahoe clarity objective. There is presentation of a conceptual model for Lake Tahoe water quality followed by detailed discussions of factors not considered by the TMDL that are adversely affecting water quality. Chief among these are microplastics from approved shoreline structures, so I briefly discuss TRPA's shoreline plan, with policy recommendations, then dive into analyses and information related to the 2024 State of the Lake Report and two other reports, providing my own interpretations. Information on plastics in the shorezone concludes the report.

Rationale for Repetition: While Part 2 substantially augments Part 1, there are some redundancies and overlaps with Part 1 in Part 2 that are somewhat unavoidable, and it is nonetheless useful to circle back on topics and thereby gain new perspectives and insights. That is a part of my analytical process. I'm not seeking a license to ramble just to be wordy, tedious or bash with my reminders. I therefore suggest reading Part 1 first, as it provides additional analyses and context relevant to Part 2.

| | |
|---|---|
| **From:** | JWL |
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| **Subject:** | Tahoe Keys Marina Redevelopment IS/MND - FOWS Comments |
| **Date:** | Saturday, May 30, 2026 3:03:31 PM |
| **Attachments:** | FOWS_TKM_Comment Letter (20260530).pdf |

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Hitchcock,

On behalf of Friends of the West Shore, please find attached our comment letter on the Initial Study/Mitigated Negative Declaration for the Tahoe Keys Marina Redevelopment Project (2435 Venice Drive East). These comments are submitted within the public review period closing at 5:00 p.m. on June 1, 2026.

In short, the comments explain why the record supports a fair argument that the Project may have significant environmental effects and ask that the City prepare a full Environmental Impact Report, and that TRPA prepare an Environmental Impact Statement, rather than proceeding on an MND. The letter is detailed in the attachment.

We would appreciate written confirmation of receipt and ask that Friends of the West Shore be added to the interested-parties list to receive all future notices regarding the Project.

Thank you for your consideration.

Respectfully,

James Lyon
Board Member, Friends of the West Shore

Cc:
Julie Regan, TRPA Executive Director
Stuart Roll, California Tahoe Conservancy
FOWS Board Members

FRIENDS OF THE WEST SHORE
• Protecting Our Watersheds • Wildlife • Rural Quality of Life

May 30, 2026

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**Re: Tahoe Keys Marina Redevelopment Project (2435 Venice Drive East) — Comment on the Initial Study / Mitigated Negative Declaration (April 2026); Demand for Preparation of an Environmental Impact Report and a TRPA Environmental Impact Statement**

Dear Mr. Hitchcock:

Friends of the West Shore ("FOWS") submits these comments on the Initial Study and Mitigated Negative Declaration ("IS/MND") for the Tahoe Keys Marina Redevelopment Project ("Project"). FOWS works to protect the water quality, clarity, and ecological health of Lake Tahoe. Because the Tahoe Keys lagoon system is the documented epicenter of aquatic invasive species ("AIS") in Lake Tahoe and the source population for infestations that threaten the entire shoreline—including the West Shore—FOWS has a direct and substantial interest in any project that disturbs the Keys, its bulkheads, and its waters.

For the reasons below, the record contains substantial evidence supporting a fair argument that the Project may have significant effects on the environment. Under the California Environmental Quality Act ("CEQA"), the City may not adopt a Mitigated Negative Declaration and **must prepare a full Environmental Impact Report ("EIR").** For the same reasons, FOWS requests that the Tahoe Regional Planning Agency ("TRPA") prepare a full Environmental Impact Statement ("EIS") under Article VII of the Tahoe Regional Planning Compact rather than processing the Project on an Initial Environmental Checklist.

FOWS has reviewed the comments submitted by the Sierra Club Tahoe Area Group and **concurs with and incorporates them by reference**—particularly its technical analysis of stormwater-treatment feasibility in shallow groundwater, Lake Tahoe's Outstanding

National Resource Water (Tier 3) antidegradation status, scenic and building-massing impacts, transportation and wildfire-evacuation impacts, and special-status species including Tahoe yellow cress. To avoid duplication, FOWS does not repeat those points and instead directs these comments to the legal sufficiency of the City's chosen review pathway and to site-specific conditions not otherwise developed.

## I. The Governing Standard Is the "Fair Argument" Test, Not the City's Own Conclusion.

An MND is permissible only where there is no substantial evidence that the project, as revised, may have a significant effect on the environment. (CEQA Guidelines § 15070.) Where substantial evidence supports a fair argument that the project *may* have a significant effect—even if other evidence supports the opposite conclusion—the lead agency *must* prepare an EIR. (Guidelines § 15064(f)(1); *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68; *Friends of "B" Street v. City of Hayward* (1980) 106 Cal.App.3d 988.) This is a low threshold and a question of law; the contrary opinions of the City and the Project proponent's consultants do not defeat a fair argument. Comments and factual observations from the public and organizations, including lay testimony, constitute substantial evidence. (*Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903.)

## II. The Responsible Agencies and a Controlling Court Decision Have Already Determined That Environmental Work in the Tahoe Keys Lagoons Requires Full Environmental Review.

The Tahoe Keys were created in the late 1950s and 1960s by dredging and filling roughly half of the 1,600-acre Upper Truckee Marsh—historically Lake Tahoe's single largest and most effective natural filter, fed by the Upper Truckee River and Trout Creek, which together deliver more than one-third of the lake's tributary inflow. The destruction of that marsh is widely regarded by scientists as a pivot point in the decline of Lake Tahoe's clarity. Today the Keys lagoons are the documented epicenter of AIS in the basin: invasive aquatic plants cover more than 90 percent of the 172-acre lagoon system and serve as the source population for infestations lakewide, including Emerald Bay. The California Tahoe Conservancy is concurrently expending public funds to restore the adjacent marsh and to wall off and convert an AIS-infested lagoon back to functional wetland. This is among the most studied, most contested, and most ecologically sensitive water bodies in the Tahoe Basin—the antithesis of a setting in which redevelopment impacts are self-evidently insignificant.

More directly, the responsible agencies have already confronted the adequacy of streamlined review in these exact waters. When the Tahoe Keys Property Owners Association ("TKPOA") sought to address the lagoon weeds, TRPA and the Lahontan Regional Water Quality Control Board ("Lahontan") initially prepared the same kind of streamlined documents the City relies on here—a TRPA Initial Environmental Checklist

and a CEQA Initial Study—and expressly found that those documents lacked sufficient data to determine the project's environmental effects. The agencies escalated to a full Joint EIR/EIS, which they certified in January 2022. In other words, the agencies with the deepest expertise in these lagoons have already determined that a checklist and initial study are inadequate to evaluate in-water work in the Tahoe Keys.

That Joint EIR/EIS and its approvals were then set aside by the courts. In *Sierra Club Tahoe Area Group and California Sportfishing Protection Alliance v. Lahontan Regional Water Quality Control Board* (El Dorado County Superior Court, Hon. Gary Slossberg), the court issued a writ of mandate on April 25, 2024, finding that the Board "abused its discretion," vacating the project approvals, and ordering the Board to withdraw its certification of the Final EIR because it failed to analyze the reasonably foreseeable consequences of repeated future herbicide applications. Lahontan formally rescinded the approvals in 2025 (Resolution No. R6-2025-0015).

The implication for this Project is decisive. The City proposes to approve landside and in-water redevelopment of the very marina embedded in these lagoons—including replacement of approximately 1,600 linear feet of sheet-pile bulkhead and other in-water work—on nothing more than an MND. It cannot credibly find no potentially significant effect when the responsible agencies have already concluded that a checklist and initial study are insufficient for this lagoon system, and when a court has held that even a full EIR for work in these waters was legally inadequate. At a minimum, this record is itself substantial evidence of a fair argument that compels an EIR.

**III. Independent Substantial Evidence Likewise Supports a Fair Argument of Significant Effects.**

1. **The site has never been subsurface-characterized, and hazardous-materials mitigation is improperly deferred.** Beyond the asbestos and lead in the buildings to be demolished, the IS/MND discloses that the marina has operated since approximately 1970, that five boat fueling stations sit immediately adjacent to the bulkhead, and that gasoline is stored on site in a 12,000-gallon aboveground tank—yet the only investigation in the record is a 2021 Phase I Environmental Site Assessment, a records review with no soil or groundwater sampling. No Phase II investigation has been performed. The sole hazards measure, HAZ-1, is purely reactive: stop work only "if stained soil, hydrocarbon odor, or other indicators of contamination are encountered" during excavation. Deferring the very investigation that would establish whether contamination exists—and tying the response to what a contractor happens to notice—is impermissible deferred mitigation and an inadequate baseline. (*Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296; *Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70; *Save Our Peninsula Committee v. Monterey County* (2001) 87 Cal.App.4th 99;

Guidelines § 15126.4(a)(1)(B).) The risk is acute precisely because the site discharges to a Tier 3 Outstanding National Resource Water: the City cannot certify that excavation and in-water work will have a less-than-significant effect on lake water quality without first characterizing the contaminants that work may mobilize.

2. **In-water and shoreline impacts are analyzed by deferral to future permits, not on the merits.** Replacement of approximately 1,600 linear feet of sheet-pile bulkhead with new 34-foot piles, relocation of the boat launch and gantry crane, and management of dredged sediment all occur within waters of the State and of the United States. The IS/MND resolves every water-quality question to "less than significant" by pointing to compliance with future regulatory processes (a CWA Section 404 permit, a CDFW 1602 agreement, an NPDES SWPPP, and the TRPA Code). Reliance on the existence of other agencies' permit programs is not a substitute for the project-specific impact analysis CEQA requires; it improperly defers both the analysis and the formulation of enforceable mitigation to a later, non-public stage.

3. **The construction-phase AIS risk—distinct from operational intensity—is unanalyzed.** Independent of the boating-intensity concerns addressed in the Sierra Club's comments, the IS/MND reduces the AIS risk of the construction itself to a single measure (BIO-4) relying on equipment inspection and a "dry/freeze" period during bulkhead removal. Invasive plants in these lagoons spread by fragmentation; prolonged, large-scale in-water disturbance of a system where invasives cover more than 90 percent of the surface presents an obvious risk of fragmenting and mobilizing AIS—into waters that are themselves the subject of the active, litigated lagoon weed-control program. The adequacy and enforceability of BIO-4, and the Project's reasonably foreseeable long-term operations, are disputed technical questions that constitute substantial evidence of a fair argument. (*Laurel Heights Improvement Assn. v. Regents* (1988) 47 Cal.3d 376.)

4. **The cumulative-impacts analysis is unlawfully narrow.** The IS/MND limits the cumulative universe to a single nearby waterline project roughly 850 feet away and concludes the Project is in a "relatively isolated location." That framing ignores the reasonably foreseeable context that defines these waters: the Upper Truckee Marsh restoration, the Tahoe Keys lagoon weed-control program, basin-wide AIS management, and the Lake Tahoe Total Maximum Daily Load (TMDL) for fine sediment and nutrients that governs clarity. (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692.)

5. **The IS/MND improperly piecemeals a single project.** CEQA prohibits dividing a larger course of action into smaller pieces that individually escape full review. The Marina shares one hydrologic system with the broader Tahoe Keys lagoons and the

TKPOA weed-control program; its bulkhead, circulation, sediment, and AIS effects function as a unit with the lagoon system and cannot lawfully be evaluated as if the Marina were a stand-alone parcel. Reviewing the Marina in isolation understates the very impacts an EIR/EIS must disclose. (*Laurel Heights Improvement Assn. v. Regents* (1988) 47 Cal.3d 376.)

## IV. TRPA Must Prepare an Independent Environmental Impact Statement.

The IS/MND correctly lists TRPA as a Responsible Agency with jurisdiction over the Project's effects on adopted threshold standards for water quality, soils, fisheries, vegetation, wildlife, scenic quality, noise, air quality, and recreation. Article VII(a)(2) of the Bi-State Compact requires TRPA, when acting on a matter that may have a significant effect on the environment, to prepare and consider a detailed EIS before approving the project. That obligation is independent of the City's; the City's adoption of an MND neither binds TRPA nor satisfies TRPA's duty. FOWS concurs with the Sierra Club's threshold-by-threshold showing and adds only that, given the agencies' own prior determination that a checklist is inadequate for this lagoon system, processing the Project on a TRPA Initial Environmental Checklist and a Finding of No Significant Effect would be improper. **FOWS requests that TRPA prepare a full EIS.**

## V. The Document Is Procedurally Defective and Should Not Be Patched.

The City's own revised notice concedes that the initial public-review notice was defective, and the underlying analysis dates to 2023. A stale, twice-noticed checklist is not a sound foundation for approving a project of this magnitude in this setting. The appropriate course is not to adopt and defend an MND, but to prepare a full EIR and circulate it for public review.

## VI. Approving an Inadequate MND Creates Avoidable Legal and Financial Exposure.

FOWS notes, for the record, that adopting an MND unsupported by the evidence exposes the City to a petition for writ of mandate and, if successful, to an award of attorney's fees under Code of Civil Procedure section 1021.5, and that any in-water or shoreline work undertaken without complete environmental review and the required permits may carry independent civil penalties under the Clean Water Act, the Porter-Cologne Water Quality Control Act, and the TRPA Compact. Preparing a full EIR/EIS now is the course that avoids that exposure.

## VII. Recommendations and Requested Action.

FOWS respectfully requests that the City of South Lake Tahoe:

1. **Decline to adopt the Mitigated Negative Declaration.**

2. **Prepare and circulate a full Environmental Impact Report** that, at a minimum, addresses:

   (a) complete site characterization, including a Phase II Environmental Site Assessment with soil and groundwater sampling, completed and circulated before any approval;

   (b) in-water and shoreline water-quality impacts, including sediment disturbance, turbidity, and resuspension of contaminants from bulkhead replacement and boat-launch relocation;

   (c) aquatic invasive species disturbance and spread during construction and operation, including reasonably foreseeable long-term and repeated activities;

   (d) cumulative effects analyzed together with the Upper Truckee Marsh restoration, the Tahoe Keys lagoon weed-control program, and the Lake Tahoe TMDL, and the Marina evaluated as a unit with the broader Tahoe Keys lagoon system; and

   (e) a reasonable range of alternatives, including reduced-intensity and reconfigured-bulkhead alternatives.

3. **Coordinate with TRPA** so that TRPA prepares an independent Environmental Impact Statement under Article VII of the Compact rather than an Initial Environmental Checklist and Finding of No Significant Effect.

4. **Add FOWS to the interested-parties list** to receive all future notices regarding the Project.

FOWS appreciates the opportunity to comment and is prepared to provide supporting materials on any of the points above.

Respectfully submitted,

**James Lyon**
Board Member, Friends of the West Shore
jwl@lyonfamily.tv

**cc:** Julie Regan, Executive Director, Tahoe Regional Planning Agency
Stuart Roll, California Tahoe Conservancy

| | |
|---|---|
| **From:** | Tobi Tyler |
| **To:** | John Hitchcock |
| **Cc:** | Julie Regan; Roll, Stuart@Tahoe; Graham St. Michel TRPA |
| **Subject:** | Tahoe Keys Marina IS/MND Comments |
| **Date:** | Monday, June 1, 2026 4:02:15 PM |
| **Attachments:** | SC comments on TKM MND 6.1.26.pdf |

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Hello Mr. Hitchcock,
Please see the comments attached from three organizations, the Sierra Club, Clean Air Tahoe, and North Tahoe Preservation Alliance, regarding the City of South Lake Tahoe's Draft IS/MND for the Tahoe Keys Marina Project.

Please respond that you have received this comment letter within the required time for acceptance.

Thank you.

Tobi Tyler
Vice Chair, Sierra Club's Tahoe Area Group

SIERRA CLUB
Tahoe Area Group

TAHOECLEANAIR.ORG

NORTH TAHOE PRESERVATION ALLIANCE

June 1, 2026

John Hitchcock, Planning Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

*Via email to:* jhitchcock@cityofslt.gov

**Re: Tahoe Keys Marina Project Draft IS/MND – Request for Preparation of a Full Environmental Impact Report and Environmental Impact Statement**

Dear Mr. Hitchcock:

The Sierra Club Tahoe Area Group submits these comments on the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Tahoe Keys Marina Project. After review, we conclude that the project – a major expansion that replaced 49,800 sq ft across three buildings with 153,200 sq ft across seven buildings, plus full bulkhead and boat ramp replacement – requires a full Environmental Impact Report (EIR) under CEQA and an Environmental Impact Statement (EIS) under TRPA requirements. The Draft IS/MND does not satisfy CEQA's fair argument standard (CEQA Guidelines §15064(f)(1)), as substantial evidence supports the potential for significant environmental effects.

**Project Context and Need for Full EIR/EIS Review:** The project is located in one of the most environmentally impaired areas of the Lake Tahoe Basin. The Tahoe Keys lagoons were created through the destruction and dredging of the historic Upper Truckee Marsh, formerly Lake Tahoe's largest natural filtration system. Today, the resulting 172-acre lagoon complex is recognized by TRPA[1] and other resource agencies as the largest and most persistent aquatic invasive plant infestation in the Lake Tahoe Basin, with invasive weeds covering approximately 85 to 90 percent of the lagoon system during peak growing seasons. The Tahoe Keys are widely regarded as the primary source area for the spread of aquatic invasive species throughout Lake

[1] LT Info | Reduce Average Aquatic Invasive Plant Abundance in the Tahoe Keys

Tahoe. The Tahoe Keys Marina cannot be analyzed as a separate and independent environmental setting from the Tahoe Keys lagoons.

CEQA requires a project to be evaluated in the context of existing environmental conditions and cumulative degradation, not in isolation from the broader ecosystem in which it operates. (Kings County Farm Bureau v. City of Hanford (1990) 221 Cal.App.3d 692, 720-721).

This area contributes to ongoing issues with water quality, nutrient loading, and AIS spread. Prior agency efforts for similar in-water work in the adjacent TKPOA lagoons required a full Joint EIR/EIS after initial streamlined documents proved inadequate, followed by successful litigation (Sierra Club Tahoe Area Group and California Sportfishing Protection Alliance v. Lahontan). This history provides substantial evidence that a Mitigated Negative Declaration is insufficient here.

In addition to requiring an EIR under CEQA, the project warrants preparation of a full Environmental Impact Statement (EIS) under the Tahoe Regional Planning Compact and TRPA's environmental review regulations. Under the National Environmental Policy Act (NEPA) and analogous TRPA standards, an EIS is required whenever substantial questions are raised as to whether a project may cause significant environmental effects. An agency may not avoid preparation of an EIS merely because impacts are uncertain or because mitigation is proposed. Rather, uncertainty itself often supports the preparation of a full environmental impact statement. Due to the potential significant effects on multiple environmental thresholds, including water quality, scenic resources, recreation, transportation, and fisheries, an EIS is required. (Foundation for North American Wild Sheep v. USDA, 681 F.2d 1172, 1178 (9th Cir. 1982).)

Federal courts have repeatedly held that agencies must prepare an EIS when a project may contribute to cumulative environmental impacts, affect unique or ecologically sensitive areas, involve uncertain environmental consequences, or establish precedents for future actions. (40 C.F.R. § 1501.3; 40 C.F.R. § 1508.1(g); National Parks & Conservation Ass'n v. Babbitt (9th Cir. 2001) 241 F.3d 722, 731-737; Ocean Advocates, supra, 402 F.3d at 865-871.)

Those factors are plainly present here. The project is located within the Tahoe Keys, one of the most environmentally sensitive and ecologically impaired aquatic systems in the Lake Tahoe Basin. The project involves substantial shoreline and in-water construction, expansion of marina facilities, increased boat storage and recreational activity, underground stormwater treatment in shallow groundwater conditions, and potential impacts to water quality, aquatic invasive species management, scenic resources, transportation, recreation, and environmental threshold attainment.

Moreover, TRPA's own governing framework places special emphasis on protecting environmental threshold carrying capacities and preventing incremental degradation of Lake Tahoe's unique resources. Projects raising substantial questions regarding threshold attainment,

cumulative impacts, water quality, scenic quality, recreation capacity, or aquatic ecosystem health warrant the highest level of environmental review.

Because substantial questions exist regarding the project's potential effects on multiple threshold categories, preparation of a full EIS is required in addition to EIR.

**Lake Tahoe's Outstanding National Resource Water (ONRW) Status:** Lake Tahoe's Tier 3 ONRW designation under the Clean Water Act requires the highest level of protection against any degradation of existing water quality. The Draft IS/MND fails to demonstrate that the project is consistent with Lake Tahoe's Tier 3 antidegradation requirements and does not provide sufficient analysis to conclude that existing high-quality waters will be protected, particularly given the site's direct hydrologic connection to the lagoons and Lake Tahoe, shallow groundwater, and history of nutrient loading and clarity decline.

**Key Inadequacies in the Draft IS/MND**

- **Stormwater Treatment Feasibility**: The proposed underground infiltration and treatment systems are in an area with seasonally high groundwater and direct connectivity to surface waters. The IS/MND lacks site-specific hydrogeologic data, groundwater elevation monitoring, infiltration testing, or analysis of performance under wet conditions and climate-driven variability. This prevents a supported conclusion of less-than-significant impacts. The absence of site-specific hydrogeologic data and groundwater analysis deprives decision-makers of the information necessary to determine whether impacts can be mitigated below a level of significance. CEQA does not permit agencies to defer environmental analysis until after project approval. (Sundstrom v. County of Mendocino (1988) 202 Cal.App.3d 296, 307-311; Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova (2007) 40 Cal.4th 412, 431-435).
- **Aquatic Invasive Species**: The project involves prolonged in-water construction (bulkhead replacement, pile driving, sediment disturbance) and operational intensification (increased boating and vessel traffic) in a heavily infested area. The IS/MND defers analysis to pre-construction surveys and relies on the generalized Mitigation Measure BIO-4 (equipment inspection and dry/freeze protocol), which does not address fragmentation risks, transport, or cumulative spread as supported by the documented AIS conditions in the Tahoe Keys. The IS/MND improperly limits its review to immediate construction effects while failing to adequately evaluate reasonably foreseeable operational impacts associated with increased boating activity and marina intensification. CEQA requires analysis of reasonably foreseeable indirect and future environmental consequences. (Laurel Heights Improvement Assn. v. Regents of University of California (1988) 47 Cal.3d 376, 396-398).
- **Hazardous Materials**: The marina has operated since ~1970 with fueling infrastructure. The sole document is a 2021 Phase I ESA (records review and visual inspection only). No Phase II sampling of soil, sediment, or groundwater has been conducted despite the

known presence of asbestos, lead-based paint, PCBs, and mercury in structures slated for demolition. Mitigation Measure HAZ-1 (stop work if contamination is observed) is reactive and defers baseline characterization, contrary to CEQA requirements (see e.g., *Sundstrom v. County of Mendocino* (1988)). CEQA requires environmental conditions to be adequately characterized before project approval and does not permit agencies to rely on future studies to determine whether significant impacts exist. (Communities for a Better Environment v. City of Richmond (2010) 184 Cal.App.4th 70, 92-99; Save Our Peninsula Committee v. Monterey County (2001) 87 Cal.App.4th 99, 128-141.)

- **Transportation and VMT**: The project more than triples the developed footprint and significantly expands boat storage (up to 430 boats in winter vs. the existing 200-250). The IS/MND's estimate of 218 additional daily VMT and conclusion of no significant impact fails to adequately address cumulative South Shore congestion, peak-season recreation traffic, parking spillover, emergency evacuation, or consistency with TRPA and CEQA VMT standards.
- **Scenic and Visual Impacts**: The proposed 42-foot-tall boat storage building exceeds the prevailing 20 to 25-foot heights in the area. The IS/MND lacks detailed visual simulations, viewshed analysis from land and water, or cumulative scenic assessment required for TRPA Chapter 66 compliance and threshold attainment. Substantial evidence supporting a fair argument regarding visual or aesthetic impacts requires preparation of an EIR, particularly where scenic resources are a protected environmental resource. (Ocean View Estates Homeowners Assn., Inc. v. Montecito Water District (2004) 116 Cal.App.4th 396; Georgetown Preservation Society v. County of El Dorado (2019) 30 Cal. App.5th 358.)
- **In-Water and Shoreline Impacts**: Replacement of 1,600 linear feet of bulkhead and boat ramp involves significant disturbance in State and federal waters. The IS/MND improperly defers analysis of turbidity, sediment resuspension, contaminant mobilization, and cumulative effects to future permits (Section 404/401, Streambed Alteration, etc.), violating CEQA's requirement for lead agency analysis based on the current record. The City may not rely on future permitting by other agencies as a substitute for its own CEQA obligations. Environmental impacts must be analyzed before project approval, and mitigation measures must be specific and enforceable rather than deferred to future agency review. (Endangered Habitats League, Inc. v. County of Orange (2005) 131 Cal.App.4th 777, 793-795.)
- **Cumulative Impacts**: The analysis is too narrow, focusing primarily on one nearby project and deeming the site "isolated." It fails to address the project's contribution to basin-wide conditions, including AIS management, clarity decline, TMDL implementation, recreation capacity, and ongoing South Shore redevelopment. CEQA requires a meaningful analysis of a project's incremental contribution to existing and reasonably foreseeable cumulative environmental conditions. An agency may not artificially narrow the scope of cumulative review in a manner that obscures basin-wide

impacts. (Kings County Farm Bureau v. City of Hanford (1990) 221 Cal.App.3d 692, 720-721.)

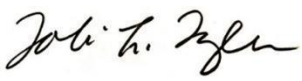
**Alternatives Analysis:** An EIR/EIS is required to evaluate feasible alternatives, including reduced-intensity options, lower marina capacity, restoration-focused designs, reduced parking/traffic configurations, and the environmentally superior alternative. One of the principal purposes of an EIR is to evaluate feasible alternatives that can reduce environmental impacts while meeting project objectives. A mitigated negative declaration cannot serve as a substitute for this analysis. (Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 564-566.)

**Conclusion and Request**: The Draft IS/MND relies on deferred analysis and mitigation, unsupported assumptions, deficiencies in baseline characterization, cumulative impacts review, and consideration of reasonably foreseeable consequences, both independently and collectively. Taken together, these deficiencies satisfy CEQA's fair argument standard, requiring preparation of a full EIR, and NEPA's substantial questions and uncertainty argument, requiring a full EIS. We request that the City:

1. Withdraw the Draft IS/MND;
2. Prepare a full EIR/EIS with comprehensive technical analysis (including hydrogeologic, hydrodynamic, visual, and cumulative studies);
3. Fully evaluate alternatives and cumulative impacts; and
4. Provide meaningful public review consistent with CEQA and TRPA requirements.

Thank you for considering these comments. We appreciate the opportunity to engage and request notification of next steps.

Sincerely,



Tobi Tyler
Vice Chair, Sierra Club Tahoe Area Group

Doug Flaherty
President, Tahoe Sierra Clean Air Coalition (DBA TahoeCleanAir.org)

Ann Nichols
North Tahoe Preservation Alliance

**Cc:** Julie Regan, TRPA; Graham St. Michael, TRPA; Stuart Roll, California Tahoe Conservancy

**From:** Lisa Hodges
**To:** John Hitchcock
**Subject:** Tahoe Keys Marina Redevelopment Project
**Date:** Tuesday, May 26, 2026 11:22:30 AM

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Hi John,

I am writing in regards to the Tahoe Keys Marina Redevelopment Project as a member of the South Lake Tahoe Windjammers Yacht Club. The South Lake Tahoe Windjammers Yacht Club supports responsible reinvestment and modernization of the marina. Our goal is to ensure that the local boating community remains part of the long-term vision for Tahoe Keys Marina. For decades, the Tahoe Keys Marina has been a cornerstone to boating access to Lake Tahoe from the south shore, providing a launch ramp and hoist, dock storage, fueling and pump out services, and access for competitors visiting from out of town during regattas. It is essential for the longevity of our organization that the redevelopment plan maintains or improves launch access for sailboats via a new ramp or crane. By preserving services for sailboat access to Lake Tahoe, Tahoe Keys Marina will support an active local boating community that provides stewardship, education, and camaraderie.

Best,
Lisa Hodges

| | |
|---|---|
| **From:** | Doug Flaherty |
| **To:** | John Hitchcock |
| **Cc:** | info@tahoe.ca.gov; chris.carney@tahoe.ca.go; Public Comment; Julie Regan; John Hester; Graham St. Michel; sm.fs.paltbmu@usda.gov; ben.letton@waterboards.ca.gov; Anna Kashuba; Gretchen Schooleman |
| **Subject:** | Public Comment – Tahoe Keys Marina Redevelopment Project (CEQA SCH #2026040227) |
| **Date:** | Monday, June 1, 2026 4:46:18 PM |
| **Attachments:** | image.png<br>Tahoe Sierra Clean Air Coalition Substantive Public Comments on Tahoe Keys Marina Redevelopment Project Draft Initial Study.pdf |

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**Tahoe Sierra Clean Air Coalition Substantive Comments – Tahoe Keys Marina Redevelopment Project (CEQA SCH #2026040227)**

Dear Mr. Hitchcock,

Attached please find the Tahoe Sierra Clean Air Coalition's substantive public comments on the Draft Initial Study/Mitigated Negative Declaration for the Tahoe Keys Marina Redevelopment Project (CEQA SCH #2026040227).

We request that the City withdraw the Draft IS/MND and prepare a full joint CEQA EIR and TRPA EIS.

Thank you for your consideration.

Sincerely,
Doug Flaherty, President **(BIO NARRATIVE)**
Tahoe Sierra Clean Air Coalition (DBA TahoeCleanAir.org)
A Nevada 501(c)(3) Non-Profit Corporation
Registered to do Business in California
Incline Village, NV

TahoeCleanAir.org Organizational Purpose
Tahoe Sierra Clean Air Coalition (DBA TahoeCleanAir.Org) is a Nevada 501 (c) (3) non-profit corporation registered to do business in the State of California. Our organizational purpose extends beyond protecting clean air, and includes, among other purposes, protecting and preserving natural resources, including but not limited to clean air, clean water, including lake and stream clarity, soils, plants and vegetation, wildlife and wildlife habitat including wildlife corridors, fish and fish habitat, birds and bird migration, insects, forest and wilderness from adverse environmental impacts and the threat and potential of adverse environmental impacts, including cumulative adverse impacts, within the Nevada and California Sierra Range, and its foothill communities, with corporation/organization geographical purpose priority being that of the Lake Tahoe Basin. Our purpose further extends to all things

incidental to supporting environmental impact assessments and studies, including the gathering of data necessary to analyze the cumulative adverse environmental, health and safety impacts from public and private projects inside and outside the Lake Tahoe Basin, and addressing and supporting safe and effective evacuation during wildfire. Our purpose further extends to supporting transparency in government to ensure that our purpose and all things incidental to our specific and primary purposes are achieved.

TAHOECLEANAIR.ORG

June 1, 2026

**Tahoe Sierra Clean Air Coalition - Substantive Public Comments on Tahoe Keys Marina Redevelopment Project Draft Initial Study/Mitigated Negative Declaration (April 2026) (CEQ A SCH #2026040227) – Request for Withdrawal of Draft IS/MND and Preparation of Full Joint CEQA EIR and TRPA EIS**

**Submitted to:** John Hitchcock, Planning Manager City of South Lake Tahoe 1052 Tata Lane, South Lake Tahoe, CA 96150 jhitchcock@cityofslt.gov

**Cc:** Tahoe Regional Planning Agency, Lahontan Regional Water Quality Control Board, California Tahoe Conservancy

***Disclaimer:*** *These substantive comments are submitted on behalf of the Tahoe Sierra Clean Air Coalition and are based on publicly available information and analysis. They do not constitute legal advice.*

Dera Mr. Hitchcock,

Tahoe Sierra Clean Air Coalition (TSCAC) is a Nevada 501(c)(3) nonprofit registered to do business in the State of California.

TSCAC is dedicated to protecting air quality, water quality, in the Lake Tahoe Basin, and supporting safe and effective evacuation during wildfire and supporting transparency in government to ensure that our purpose and all things incidental to our specific and primary purposes are achieved. TSCAC requests that the City of South Lake Tahoe immediately withdraw the Draft IS/MND and prepare a joint full Environmental Impact Report (EIR) under CEQA and a full Environmental Impact Statement (EIS) under TRPA requirements.

**These comments expressly adopt and incorporate by reference the comments submitted to the City of South Lake Tahoe by the Sierra Club Tahoe Area Group, Friends of the West Shore, and the North Tahoe Preservation Alliance.**

The proposed project replaces approximately 49,800 sq ft across three buildings with 153,200 sq ft across seven buildings, relocates the boat launch and gantry crane, replaces 1,600 linear feet of bulkhead, and expands winter boat storage to up to 430 boats. This major intensification in one of the most environmentally impaired areas of the Lake Tahoe Basin has the potential for significant environmental effects. The Draft IS/MND does not contain substantial evidence supporting its FONSI or less-than-significant impact findings. It relies on deferred mitigation, conclusory statements, and inadequate baseline data. This violates the fair argument standard under CEQA Guidelines §15064(f) and TRPA's requirements for projects with potential significant effects on sensitive thresholds.

The proposed project involves demolition of existing marina facilities totaling approximately 49,800 sq ft and replacement with approximately 153,200 sq ft of new development across seven buildings, including a large 52,600 sq ft indoor boat storage facility. It also includes relocation of the boat launch and gantry crane, replacement of 1,600 linear feet of bulkhead, reconfiguration of parking and circulation, new utility connections, and expansion of winter boat storage capacity to up to 430 boats. This represents a major intensification on the 16.5-acre site located at 2435 Venice Drive East. The Draft IS/MND fails to provide substantial evidence supporting its less-than-significant impact findings and relies heavily on deferred mitigation, conclusory statements, and inadequate baseline data. This approach violates CEQA Guidelines §15064, Public Resources Code §§21082.2 and 21166, and TRPA Code of Ordinances requirements for projects with potential significant effects on environmental thresholds, public safety, and scenic resources.

**I. Project Context and Impaired Baseline**

The Tahoe Keys Marina is located at 2435 Venice Drive East within the City of South Lake Tahoe. The site lies in one of the most environmentally degraded portions of the Lake Tahoe Basin. The 1960s dredging and filling of the Upper Truckee Marsh destroyed Lake Tahoe's largest natural filtration system, creating the 172-acre lagoon complex now recognized by TRPA as the largest and most persistent aquatic invasive species (AIS) infestation in the Basin, with invasive weeds covering 85–90% of the

lagoons during peak seasons. The marina has direct hydrologic connectivity to the lagoons and Lake Tahoe, high seasonal groundwater, and a legacy of contamination from decades of marina operations. The IS/MND fails to adequately analyze the project against this impaired baseline.

**II. Stormwater Management, Hydrology, Water Quality, and Hazardous Materials**

The IS/MND asserts that upgraded BMPs and underground infiltration systems will result in less-than-significant impacts. However, it provides no site-specific hydrogeologic data, groundwater elevation monitoring, infiltration testing, or analysis of system performance under high groundwater conditions or climate variability. In an area with seasonally high groundwater and direct connectivity to surface waters, these omissions prevent any supported conclusion that pollutant loading to the lagoons will not increase. The sole document addressing contamination is a 2021 Phase I ESA limited to records review and visual inspection. No Phase II sampling of soil, sediment, or groundwater has been conducted despite known risks from fueling infrastructure since ~1970, including asbestos, lead-based paint, PCBs, and mercury. Mitigation Measure HAZ-1 is reactive only. These deficiencies violate CEQA's requirement for substantial evidence.

**III. Aquatic Invasive Species and In-Water Construction Impacts**

Prolonged in-water construction (bulkhead replacement, pile driving, sediment disturbance) and increased boating in a heavily infested area risk AIS fragmentation and spread. The IS/MND relies on generalized BIO-4 measures without addressing documented conditions or cumulative effects. Prior similar work required full joint EIR/EIS.

**IV. Transportation, VMT, Scenic Resources, and Cumulative Impacts**

The project triples the developed footprint. The IS/MND's 218 additional daily VMT estimate ignores peak-season congestion, parking spillover, and cumulative South Shore effects. The 42-foot boat storage building lacks detailed visual simulations or TRPA Chapter 66 analysis. Cumulative impacts analysis is impermissibly narrow.

**V. Wildfire Risk, Emergency Access, Evacuation, and Public Services – Critical Deficiency Lacking Substantial Evidence**

South Lake Tahoe Fire Rescue (SLTFR) provides primary fire protection for the project.

CAL FIRE supports the broader wildland interface. The project is subject to California Fire Code (Title 24, Part 9) and State Fire Marshal roadway standards requiring minimum 20-foot-wide all-weather roads, 13'6" vertical clearance, adequate turning radii, and grades for fire apparatus. The area is designated a Very High Fire Hazard Severity Zone (VHFHSZ).

The IS/MND references general California Fire Code compliance and public services but lacks substantial evidence in the form of detailed site-specific fire access roadway analysis, capacity, evacuation modeling, evacuation timing, or full fire hazard assessment.

The Draft IS/MND concludes that less-than-significant impacts for relevant wildfire-related CEQA checklist items. This finding lacks substantial evidence.

**Specific IS/MND Language (Sections 4.9 and 4.20) (Link here) and Allegations of Insufficient Substantial Evidence:**

**a)** *Would the Project substantially impair an adopted emergency response plan or emergency evacuation plan?*

> **The IS/MND states:** “The Project would involve redevelopment of existing marina facilities and would not result in the modification of existing adjacent roadways or emergency access routes. ... As the Project would not modify existing emergency evacuation routes or plans and would participate in the CodeRED emergency notification service, the Project would not substantially impair implementation of the emergency evacuation plan for Tahoe Keys... Impacts would be less than significant, and no mitigation is required.”

The overall FONSI and Less than Significant impact finding is not supported by substantial evidence. The IS/MND provides no quantitative analysis of how the project’s

increased traffic demand (from expanded boat storage, visitation, parking, and construction), reconfigured site access, or peak-season boating activity will affect roadway capacity or clearance times on US 50 and SR 89. Simply stating that the project “would not modify existing routes” is meaningless when project-generated demand clearly increases. The 2014 Tahoe Keys evacuation map is outdated. CodeRED is only a notification system and does not address physical capacity. No modeling of emergency clearance times under combined project + wildfire scenarios was performed. This fails AB 747 (Gov. Code §65302.15) and CEQA Appendix G.

**b)** *Would the Project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

**The IS/MND states:** “The Project does not include construction on steep slopes... Structures would be designed according to current City... codes... The Project area is generally surrounded by fire breaks... the Project would... alleviate current fire hazards... Impacts would be less than significant.”

The overall FONSI and Less than Significant impact finding is not supported by substantial evidence. The IS/MND contains no fire spread modeling to support its conclusion, no project-specific ignition risk assessment (e.g., from intensified human presence, or project construction), and no comparison of post-project wildfire risk to existing baseline conditions in a VHFHSZ with legacy interface vegetation and AIS issues. General references to code compliance, water tanks, and “fire-resistant landscaping” are conclusory and lack the required analytical connection to the project’s specific contributions to risk.

The IS/MND’s overall Finding of No Significant Effect and less-than-significant impact findings are not supported by substantial evidence as required by CEQA Guidelines §§15064, 15064(f), and 15384. Substantial evidence means “facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts” (CEQA Guidelines §15384). Conclusory statements, general references to code compliance, and deferred mitigation measures do not qualify as substantial evidence. The IS/MND

provides no site-specific technical analysis, modeling, or data to support its conclusions on wildfire, evacuation, hydrology, AIS, or cumulative impacts. This fundamental failure renders the entire FONSI unlawful.

**Why This Matters**

Failure Under Bonta v. County of Lake (2024) 105 Cal.App.5th 1222 The Bonta decision raised the bar for CEQA wildfire analysis. The court held that an IS/MND must sufficiently discuss the project's potential to increase human-caused ignitions and analyze in detail how mitigation would reduce risks. General references to plans or codes are insufficient without a clear analytical route from evidence to conclusion. The analysis must compare baseline to project conditions and appear in the Draft document. The IS/MND's cursory treatment mirrors the deficiencies struck down in Bonta.

Combined with substantial evidence and new information of the 2024 Ladris AI / PyroAnalysis Independent Lake Tahoe Fire Evacuation Analysis – El Dorado Tahoe Pages 38-43. **(Link here),**and the cross jurisdictional Placer County Contra Flow Comparison **(Link here)**creates a strong fair argument of significant impacts requiring a full EIR. See also" Lake Tahoe Could be a Death Trap During Wildfires" 'It will not be survivable': Lake Tahoe could be a deathtrap during major wildfires" Author: Julie Cart, CalMatters Published: March 24, 2025 **(Link here)**.

The October 23, 2024 Independent Lake Tahoe Basin Wildfire Evacuation Analysis by stellar subject matter experts John Messina, former CAL FIRE Regional CAL FIRE Chief and **Incident Commander for the Paradise, CA Camp Fire** and Shane Lauderdale, former Fire Chief of Chico, CA and **Operations Section Chief for the Paradise, CA Camp Fire** demonstrates severe South Shore bottlenecks and prolonged clearance times. The IS/MND ignores this evidence.

**VI. CEQA and TRPA Violations**

The Draft IS/MND relies on deferred mitigation, unsupported assumptions, inadequate baseline data, and improper tiering. It does not satisfy CEQA or TRPA requirements. TRPA's regional obligations under the Tahoe Regional Planning Compact further support the need for a full EIS.

**Summary of CEQA Violations Requiring Full EIR**

The Draft IS/MND suffers from multiple fundamental CEQA violations that collectively trigger the requirement for a full EIR. These include failure to disclose and analyze new information showing potentially significant impacts (CEQA Guidelines §§15064, 15064(f), 15162, 15163); improper use of an IS/MND where substantial evidence supports a fair argument of significant effects (§§15064(f), 15065, 15070); and failure to provide the reasoned analysis and logical, evidence-based connection between facts and conclusions required by *Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502. The document also fails to analyze cross-jurisdictional evacuation impacts (§§15130, 15064(h)), cumulative impacts (§15130), hydrology/groundwater/contamination risks (§§15064, 15065), and AIS spread risks (§§15064, 15065). It further violates AB 747 and Government Code §65302.15 by omitting required evacuation modeling, as well as CEQA Appendix G Wildfire checklist items. These deficiencies mirror those addressed in *People ex rel. Bonta v. County of Lake* (2024) 105 Cal.App.5th 1222 and require preparation of a full EIR.

Collectively, these deficiencies demonstrate that the IS/MND does not contain the required substantial evidence to support a Mitigated Negative Declaration. Under CEQA, when a fair argument of significant impacts exists based on the record — including expert studies, regulatory violations, and the absence of required analysis — the lead agency must prepare a full EIR. The city cannot lawfully adopt the current IS/MND.

**Analysis of the Bi-State Compact, Article II**

Article II of the Tahoe Regional Planning Bi-State Compact is central to TRPA's authority and obligations. Article II(i) defines "environmental threshold carrying capacity" as "an environmental standard necessary to maintain a significant scenic, recreational, educational, scientific or natural value of the region or to maintain public health and safety within the region." This definition explicitly includes standards for public health and safety. Wildfire evacuation capacity and timing directly implicate public health and safety, especially in a region with limited roadway infrastructure and known Very High Fire Hazard Severity Zones.

The Compact requires TRPA to adopt and enforce a Regional Plan to achieve and maintain these thresholds (Article II). TRPA cannot approve or tier from documents that fail to analyze impacts to these thresholds. The IS/MND's lack of cross-jurisdictional evacuation analysis, fire spread modeling, and quantitative roadway capacity assessment means it does not demonstrate maintenance of public safety thresholds.

Article II further empowers TRPA to ensure regional equilibrium and prevent local actions from undermining basin-wide safety. The marina project's intensification in a constrained South Shore area with shared evacuation routes triggers TRPA's duty to require comprehensive review through a full EIS. Fragmented analysis under an IS/MND is inconsistent with the Compact's mandate for coordinated, basin-wide planning that protects public health and safety across jurisdictional lines.

**Further Analysis of *People ex rel. Bonta v. County of Lake* (2024) 105 Cal.App.5th 1222**

In *Bonta*, the Court of Appeal emphasized that CEQA requires a **project-specific, quantitative, or detailed qualitative analysis** of how a project increases human-caused ignition risk in high-fire-hazard areas. The EIR must compare baseline wildfire risk to post-project conditions, including the effects of added population, structures, electrical systems, and human activity. Conclusory statements that the project complies with the Fire Code, or general plans are insufficient because they do not disclose the actual increased risk or explain how mitigation measures reduce it to less-than-significant levels. The Court stressed that the analysis must appear in the Draft document so the public can meaningfully comment, and that late additions are prejudicial. While the opinion does not mandate any single modeling tool, it notes that industry-standard fire behavior models are appropriate tools to support conclusions in complex WUI settings. The fair argument standard under CEQA Guidelines §15064(f) was implicitly reinforced: where substantial evidence (such as expert studies or contrary modeling) supports potential significant effects, a full EIR is required.

**CEQA Fair Argument Standard**

Under the fair argument standard (CEQA Guidelines §15064(f)), an EIR is required if there is substantial evidence in the record supporting a fair argument that the project may have a significant effect on the environment — even if other evidence suggests otherwise.

Here, the combination of the IS/MND's omissions, the 2024 PyroAnalysis study (demonstrating severe South Shore bottlenecks and prolonged clearance times), expert credentials from Camp Fire Unified Command Officers (John Messina and Shane Lauderdale), *Bonta* precedent, violations of 14 CCR fire safe regulations, and Compact Article II public safety thresholds creates a strong fair argument of significant wildfire and evacuation impacts. This mandates a full EIR / EIS rather than an MND.

**Overall CEQA and TRPA Violations**

The Draft IS/MND relies on deferred mitigation, unsupported assumptions, inadequate baseline data, and improper tiering. It does not satisfy CEQA or TRPA requirements. TRPA's regional obligations under the Tahoe Regional Planning Compact further support the need for a full EIS.

Summary of CEQA Violations Requiring Full EIR The Draft IS/MND suffers from multiple fundamental CEQA violations that collectively trigger the requirement for a full EIR. These include failure to disclose and analyze new information showing potentially significant impacts (CEQA Guidelines §§15064, 15064(f), 15162, 15163); improper use of an IS/MND where substantial evidence supports a fair argument of significant effects (§§15064(f), 15065, 15070); and failure to provide the reasoned analysis and logical, evidence-based connection between facts and conclusions required by Sierra Club v. County of Fresno (2018) 6 Cal.5th 502. The document also fails to analyze cross-jurisdictional evacuation impacts (§§15130, 15064(h)), cumulative impacts (§15130), hydrology/groundwater/contamination risks (§§15064, 15065), and AIS spread risks (§§15064, 15065). It further violates AB 747 and Government Code §65302.15 by omitting required evacuation modeling, as well as CEQA Appendix G Wildfire checklist items. These deficiencies mirror those addressed in People ex rel. Bonta v. County of Lake (2024) 105 Cal.App.5th 1222 and require preparation of a full EIR.

The numerous deficiencies identified above — including the complete absence of substantial evidence for wildfire, evacuation, hydrology, and cumulative impacts findings — render the IS/MND's conclusions arbitrary and capricious. Any TRPA approval premised on this fundamentally flawed document would fail the Compact's judicial review standard (Article VI(j)(5)) and violate TRPA's core obligation under Article II to protect public health and safety thresholds.

**Substantial new information** — described herein demonstrates new or substantially more severe impacts on evacuation and wildfire risk not addressed in prior reviews. Changed circumstances (increased wildfire intensity, post-2021 visitation, climate data) require a full EIR (Pub. Resources Code §21166; CEQA Guidelines §15162; see also *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937). The IS/MND's failure to prepare one is prejudicial.

Analysis of the Bi-State Compact, Article II Article II of the Tahoe Regional Planning Bi-State Compact is central to TRPA's authority and obligations. Article II(i) defines "environmental threshold carrying capacity" as "an environmental standard necessary to maintain a significant scenic, recreational, educational, scientific or natural value of the region or to maintain public health and safety within the region." This definition explicitly includes standards for public health and safety. Wildfire evacuation capacity and timing directly implicate public safety, especially in a region with limited roadway infrastructure and known Very High Fire Hazard Severity Zones.

**Compact**

The Compact requires TRPA to adopt and enforce a Regional Plan to achieve and maintain these thresholds (Article II). TRPA cannot approve or tier from documents that fail to analyze impacts to these thresholds. The IS/MND's lack of cross-jurisdictional evacuation analysis, fire spread modeling, and quantitative roadway capacity assessment means it does not demonstrate maintenance of public safety thresholds. Article II further empowers TRPA to ensure regional equilibrium and prevent local actions from undermining basin-wide safety. The marina project's intensification in a constrained South Shore area with shared evacuation routes triggers TRPA's duty to require comprehensive review through a full EIS. Fragmented

analysis under an IS/MND is inconsistent with the Compact's mandate for coordinated, basin-wide planning that protects public health and safety across jurisdictional lines.

CEQA Fair Argument Standard Under the fair argument standard (CEQA Guidelines §15064(f)), an EIR is required if there is substantial evidence in the record supporting a fair argument that the project may have a significant effect on the environment — even if other evidence suggests otherwise. For an MND, there must be no substantial evidence supporting a fair argument of significant effects after mitigation. Here, the combination of the IS/MND's omissions, the 2024 Independent Lake Tahoe Basin Wildfire Evacuation Analysis (demonstrating severe South Shore bottlenecks and prolonged clearance times), expert credentials from Camp Fire responders (John Messina and Shane Lauderdale), *Bonta* precedent, violations of 14 CCR fire safe regulations, and Compact Article II public safety thresholds creates a strong fair argument of significant wildfire and evacuation impacts. This mandates a full EIR rather than an MND.

**Conclusion and Requests**

Substantial evidence supports a fair argument of significant environmental effects. The City must:

1. Immediately withdraw the Draft IS/MND.
2. Prepare a full joint CEQA EIR and TRPA EIS with comprehensive technical studies, including quantitative wildfire/evacuation and fire spread modeling.
3. Fully evaluate alternatives and cumulative impacts.
4. Provide meaningful public review.

Because the IS/MND lacks substantial evidence for its less-than-significant findings and fails to proceed in the manner required by law, of which approval of the Project on the basis of this document would be an abuse of discretion.

These comments constitute substantial evidence for the administrative record and any future proceedings or litigation. I request written notification of all next steps.

Sincerely,
Doug Flaherty, President
Tahoe Sierra Clean Air Coalition (DBA TahoeCleanAir.org)
A Nevada 501(c)(3) Non-Profit Corporation
*Registered to do business in California*

TahoeCleanAir.org Organizational Purpose:

Tahoe Sierra Clean Air Coalition (DBA TahoeCleanAir.Org) is a Nevada 501 (c) (3) non-profit corporation registered to do business in the State of California. Our organizational purpose extends beyond protecting clean air, and includes, among other purposes, protecting and preserving natural resources, including but not limited to clean air, clean water, including lake and stream clarity, soils, plants and vegetation, wildlife and wildlife habitat including wildlife corridors, fish and fish habitat, birds and bird migration, insects, forest and wilderness from adverse environmental impacts and the threat and potential of adverse environmental impacts, including cumulative adverse impacts, within the Nevada and California Sierra Range, and its foothill communities, with corporation/organization geographical purpose priority being that of the Lake Tahoe Basin. Our purpose further extends to all things incidental to supporting environmental impact assessments and studies, including the gathering of data necessary to analyze the cumulative adverse environmental, health and safety impacts from public and private projects inside and outside the Lake Tahoe Basin, and addressing and supporting safe and effective evacuation during wildfire. Our purpose further extends to supporting transparency in government to ensure that our purpose and all things incidental to our specific and primary purposes are achieved.

| | |
|---|---|
| **From:** | Tom Rosenberg |
| **To:** | John Hitchcock |
| **Cc:** | Cass McKellar |
| **Subject:** | Comments: "Initial Study/Mitigated Negative Declaration (IS/MND) for the Tahoe Keys Marina Redevelopment Project" |
| **Date:** | Monday, June 1, 2026 5:02:13 PM |

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Hitchcock:

Please find below comments submitted in compliance with the extend comment period deadline of 7/1/2026, 5 PM, on the Public Review Draft, dated April 2026, of the "Initial Study/Mitigated Negative Declaration (IS/MND) for the Tahoe Keys Marina Redevelopment Project".

I believe that the finding in Section 3.2, Lead Agency Determination, is premature in that it does not note or require mitigations for the potential environmental impacts noted below.

The subject finding is: "I find that although the Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared."

I. Aesthetics. Venice Drive East and the Cove East trails scenic views

A scenic vista is generally defined as a distant public view along or through an opening or corridor that is
recognized and valued for its scenic quality. Although the directly adjacent existing open space, the Upper Truckee Marsh, and CTC Cove East Trail located east of the Project area are not designated as scenic resources, part of a scenic highway corridor, nor as scenic public recreation areas by TRPA or the City (TRPA 1993), these areas in reality include many locations meeting the general definition above of scenic vistas, and are heavily used and valued as such by residents and visitors alike.

Venice Drive East the CTC Cove East Trail are enjoyed by walkers, exercisers, bicyclists, pet owners, beach goers, and sightseers for their scenic views and open feel. (In practice Venice Drive East is as much a non-vehicle route as a traffic road.) Minimizing the losses of some of these incredible views of the surrounding mountains in various directions from various points in this recreational area, and the loss of the feeling of openness, caused by the proposed new buildings, do not seem to presently be addressed or mitigated in the present plans or subject report.

A >40’ tall building of >52,000 sf within a few feet of Venice Drive East, in a presently undeveloped area, directly opposite the Upper Truckee Marsh conservancy land, is likely to overwhelm and greatly diminish the aesthetic value and feeling of this area. This is a new permanent, year-round, 400+ boat capacity building in a minimally

developed setting, in a surrounding adjacent recreation area. It's impact and possible mitigations should be considered before a negative impact is declared.

The proposed buildings on Parcel 1 appear taller than the former structures and may block some views to the south of various peaks from the Cove East Trail. This aesthetic impact does not seem to presently be addressed or mitigated in the present plans or IS/NMD.

II. Parking on Venice Drive East

Cove East Trail users must park on Venice Drive. All parking in the TKM plan is stated to be paid or valet. Consequently it is reasonable to expect that some users of the new TKM amenities will park on Venice Drive East near the Cove East Trail Head. This potential transportation bottleneck and loss of recreational public access for car visitors does not seem to presently be addressed or mitigated in the present plans or subject report. In addition, walkers and bicycle visitors likely will be forced, or will choose, to walk in the traffic lane to reach the trail head, unless sidewalks or the like are added as mitigations.

The TKM redevelopment plan includes public restrooms and an open promenade area, both apparently free. However, there is no unpaid parking mentioned for either amenity. If these areas are meant to be open to all, perhaps there should be limited time free parking on site near them to avoid further impacts to Venice Drive East parking availability for Cove East users.

| | |
|---|---|
| **From:** | jmtornese@aol.com |
| **To:** | John Hitchcock |
| **Cc:** | jregan@trpa.gov; stuart.roll@tahoe.ca.gov; Ben.Letton@waterboards.ca.gov; tylertahoe1@gmail.com; syngineer1@gmail.com |
| **Subject:** | Tahoe Keys Marina Redevelopment IS/MND - FOWS Supplemental Comments |
| **Date:** | Wednesday, June 3, 2026 1:18:38 PM |
| **Attachments:** | TahoeKeysMarina_FOWS.SupplementLetter.June26.docx |

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Hitchcock,

On behalf of Friends of the West Shore, attached is our supplemental comment letter on the above topic. For the record, please add this letter to our previous comment letter dated 5/30/26.

Please forward to other interested parties and also confirm receipt of this supplemental letter.

Thank you for your consideration.

Respectfully,

Judith Tornese
President, Friends of the West Shore

cc:
Julie Regan, TRPA Executive Director
Stuart Roll, California Tahoe Conservancy
Ben Letton, Lahontan Regional Water Quality Control Board
Tobi Tyler, Vice Chair, Sierra Club's Tahoe Area Group
Alan Miller, P.E.
FOWS Board Members

FRIENDS OF THE WEST SHORE
• Protecting Our Watersheds • Wildlife • Rural Quality of Life

June 1, 2026

John Hitchcock, Planning Manager, and Members of the Planning Commission
City of South Lake Tahoe — 1052 Tata Lane, South Lake Tahoe, CA 96150
jhitchcock@cityofslt.gov

**Re: Tahoe Keys Marina Redevelopment Project (2435 Venice Drive East) — The Consolidated Record Supports Preparation of an EIR and a TRPA EIS**

Dear Mr. Hitchcock and Members of the Commission:

This letter supplements the comments of Friends of the West Shore ("FOWS") and respectfully urges the City to prepare a full Environmental Impact Report and to coordinate an independent TRPA Environmental Impact Statement. Three independent comment letters reach the same conclusion from different directions: the Sierra Club Tahoe Area Group documents the impact case (stormwater feasibility, antidegradation, scenic, transportation, and special-status species); FOWS supplies the governing legal standard and a recent, directly analogous Tahoe Keys ruling; and Alan Miller, P.E.—a former Chief of the Lahontan Water Board's North Basin Regulatory Unit who helped write the Basin Plan and the Lake Tahoe TMDL and supervised the marina permit that governs this site—supplies the technical and regulatory facts. Together they are mutually corroborating substantial evidence that, under the fair-argument standard, supports preparation of an EIR rather than adoption of a Mitigated Negative Declaration.

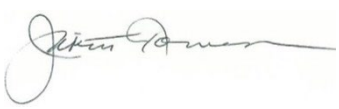
**Three points in particular warrant the Commission's close attention:**

1. **Mr. Miller reports the Project is already substantially built.** His May 2026 site observations indicate that the bulkheads, dock floats, gangways, and paving are already in place—completed under exemptions ahead of this review. Reviewing only the "landside" remnant raises a substantial question of improper piecemealing and an understated environmental baseline.
2. **The IS/MND misidentifies the governing permits.** It cites the wrong construction stormwater permit and omits the Marina General Permit (Order R6T-2016-038) entirely; Mr. Miller reports no indication that the current owner holds coverage. The City cannot rely on "compliance with permits" as mitigation for permits the document never correctly identifies.
3. **The bulkhead may fill waters of the state without mitigation.** Mr. Miller estimates that approximately 1,600 linear feet of new bulkhead fills on the order of 800 square feet of waters of the state, with no Basin Plan 1.5:1 mitigation proposed—which he identifies as an apparent violation of a Basin Plan prohibition.

Because the fair-argument standard is a question of law, an MND adopted on this record would be subject to challenge. The prudent and lawful course is to decline the MND, prepare a full EIR, and coordinate with TRPA for a full EIS.

FOWS concurs with and incorporates the comments of the Sierra Club Tahoe Area Group and Mr. Miller, and respectfully requests written confirmation of receipt and addition to the interested-parties list.

Respectfully submitted,



Judith Tornese, President, Friends of the West Shore

**cc:** Tahoe Regional Planning Agency; Lahontan Regional Water Quality Control Board; California Tahoe Conservancy; Sierra Club Tahoe Area Group; Alan Miller, P.E.

# ADDITIONAL COMMENTS RECEIVED AFTER CLOSURE OF PUBLIC COMMENT PERIOD AND RESPONSES

| | |
|---|---|
| **From:** | jmtornese@aol.com |
| **To:** | John Hitchcock |
| **Cc:** | jregan@trpa.gov; stuart.roll@tahoe.ca.gov; Ben.Letton@waterboards.ca.gov; tylertahoe1@gmail.com; syngineer1@gmail.com |
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FRIENDS OF THE WEST SHORE
• Protecting Our Watersheds • Wildlife • Rural Quality of Life

June 1, 2026

John Hitchcock, Planning Manager, and Members of the Planning Commission
City of South Lake Tahoe — 1052 Tata Lane, South Lake Tahoe, CA 96150
jhitchcock@cityofslt.gov

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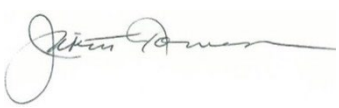

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# Additional Comments Received on the Draft IS/MND after Closure of the Public Comment Period Responses

## Introduction

The following provides a summary of comments received after the public review period closed at 5:00 p.m. on June 1 related to the Draft IS/MND. The information presented in the comments identified below do not constitute new information and are similar to comments received during public review of the Draft IS/MND.

| Letter Number | Agency/Organization | Commenter | Date |
|---|---|---|---|
| ***Individual*** | | | |
| I1 | N/A | Tom Rosenburg | June 1, 2026 |
| ***Organization*** | | | |
| O1 | Friends of the West Shore | Judith Tornese | June 3, 2026 |

### Comment Letter I1: Tom Rosenburg – June 2, 2026 @ 5:02 p.m.

#### Comment I1-1:

The commenter expressed concerns about impacts on the Aesthetics from adjacent open spaces, Truckee Marsh, and Cove East, and on surrounding mountain views in various directions and at various points. Commenter further stated that lead agency determination is premature in that it does not note or require mitigation for potential environmental impacts.

***Response I1-1:***

The comments are similar to other comments expressed regarding aesthetics. Please refer to Response to Comment I4-26 of the Final IS/MND.

#### Comment I1-2:

The commenter expressed concerns about the impact of paid parking at the Marina property on public parking along Venice Drive and on recreation access to Cove East.

***Response I1-2:***

The comment speculates that the Project would result in direct and indirect impacts along Venice Drive East. The Project (as demonstrated in Response to Comment I4-18) would provide adequate on-site parking for the proposed development. Parking by Project-related visitors along Venice Drive East is not anticipated, nor is the potential for individuals parking along Venice Drive East to affect public shoreline access, conservation areas, etc., considered to be within the scope of the analysis and constitutes speculation. Moreover, it is well established that the inconvenience of purportedly inadequate parking is a social impact, not an environmental impact. *San Franciscans Upholding the Downtown Plan v. City & County of San Francisco* (2002) 102 CA4th 656, 697.

## Comment Letter O1: Friends of the West Shore – June 3, 2026

### Comment O1-1:

The Friends of the West Shore submitted an additional letter dated June 1, 2026, delivered on June 3, 2026 after the circulation period had closed. The supplemental letter urges the City to prepare an EIR and TRPA EIS and points to comments submitted by the Sierra Club Tahoe Area Group, the original comments letter submitted by the Friends of the West Shore, and Mr. Alan Miller, P.E., in supporting its conclusion and recommendation. The comment letter also states that 1) the Project is already substantially built; 2) the IS/MND failed to consider the Marina General Permit; and 3) potential mitigation needs related to compliance with the Basin Plan.

### *Response O1-1:*

The supplemental letter does not provide any new information beyond what was already submitted during the public circulation period. Please refer to previous comments and responses to Letter O1 (Friends of the West Shore), Letter O2 (Sierra Club Tahoe Area Group), and Letter O4 (Mr. Alan Miller, P.E.). Regarding the three specific points raised, refer to Responses to Comment I4-5, I4-7, and I4-11, respectively.

# ADDITIONAL COMMENTS FROM AL MILLER DATED JUNE 9, 2026 AND RESPONSES TO COMMENTS

Public Interest Comments on agenda item 3. Tahoe Keys Marina Redevelopment Project Design Review and Special Use Permit, Planning Commission Meeting of June 11, 2026

From: Alan Miller, Professional Engineer

By way of email to publiccomment@cityofslt.us, jhitchcock@cityofslt.gov and others

## THE TKM REDEV PROJECT REQUIRES AN ENVIRONMENTAL IMPACT REPORT

City Planning Commissioners and Interested Persons,

I write as a City resident to follow-up my prior comments in the record of the Initial Study/Mitigated Negative Declaration (ISMND) for the above-cited Project. My comments asked the City to consider developing an Environmental Impact Report (EIR) as required due to a number of potentially significant effects that City has NOT addressed as it must to avoid or prevent those and other adverse effects from the Project. I hereby incorporate by reference the comments on the ISMND provided by the Sierra Club, North Tahoe Preservation Alliance, Friends of the West Shore and Tahoe Clean Air similarly requesting preparation of an EIR for the Project, as if the comments are my own for the public record.

The following additional comments are for the record of the agenda item before the City Planning Commission. Please don't consider my prior comments or anything herein as offering any legal advice. With my comments on the ISMND I was seeking to get some informative materials into the public record for the Project in case anyone is interested. I'm a professional civil and environmental engineer with a broad regulatory background, not an attorney. Nonetheless, in my expert opinion the ISMND suffers due to a number of potentially fatal technical and legal flaws that are not satisfactorily addressed, if at all, in the Staff Report and other documentation for the agenda item.

I further see City's deficient analysis and ignorance of the issues presented as an invitation to appeal should the Planning Commissioners approve the Project. This is exactly as I predicted in earlier comments, City being very predictable, especially under the lame legal advice of City Attorney Heather Stroud. She that has been so costly to the City, with millions owed in legal fees for losing in the Measure T litigation for the Measure T she crafted unconstitutionally for the City. No matter, City laps up her crap advice and I expect will here as well. Thankfully, she is leaving—good riddance—but not before putting her corrupt input into this mess of an agenda item that will leave the City defenseless and liable for court costs in her wake based on the facts and weak analyses should litigation follow. I therefore reiterate the multiple requests to prepare an EIR, including my own based on my prior comments.

Further Comments on the Staff Report

The Staff Report indicates the City jurisdiction stops at the water's edge implying there is no connection to the marina operations it will enable and expand with the Project, nor any need to analyze the effects of the "waterside" activities associated with the Project. Therefore there will be no analysis of dredging impacts on the Project site necessary to support the Project nor of the effects of the existing and expanded boating activity in total, the prior and ongoing discharges of toxic waste (micro- and macroplastics) from the decrepit piers replaced, and boats, affecting the Project site and surroundings, and the potentially significant effects of exposing persons and the environment to potentially significant dangers to public safety and harms to an unsuspecting public left uninformed by the City. I refer the reader to my prior comment letter for why this is improper and illegal project segmentation and against CEQA requirements to analze effects from "the whole of the Project." If City has no jurisdiction as it claims over the Project activities and waste discharges it will enable, then it has no jurisdiction to approve of the proposed Project. As I wrote before, CEQA is a law being implemented in practice by incompetent and broken agencies who just want to "get things done," and laws be damned if they impede that. An appeal should follow any approval and City deserves to be sued if the Project is approved by the City Council—and should be—or the City will not change it illegal practices and we'll all pay for it end the end, as with Ms. Stroud's legal bumbling on the Measure T the City Council approved. If there is a lesson here, that is it. Lawsuits hurt, and City has failed to learned not to trust its attorney, who serves at the pleasure of City Council and should have been fired for cause years ago.

City seeks to avoid its CEQA duties and farm its CEQA work out to other agencies to deal with as they may, or not all in their like negligence with regard to public safety. As all can see, no Responsible Agency made any comment other than the Lahontan Water Board, their lame "form-letter" response due only to my urging it appears. I contend that is not due to a lack of impacts, just a lazy-agency approach to Project planning and participation in the CEQA process treated as optional by Responsible Agencies, despite the numerous recitations of "shall" in the applicable CEQA requirements. Lahontan Water Board staff erroneously cited the State Construction Activity Storm Water General Permit as applicable when it is superseded by the Tahoe Construction Activity Storm Water General Permit, as I corrected in my prior comments on the ISMND; in other words the ISMND was not even reviewed because there is no time or interest to protect Lake Tahoe from our current "civil servants" at Lahontan Water Board.

Unmet Mitigation Requirements for Impacts to Waters of the State and Nation

I cited in my prior comment letter applicable unmet mitigation requirements from the Water Quality Control Plan for the Lahontan Region (Basin Plan) I helped write, for fills and waste discharges in a prohibition area. I cite below the prohibitions and unfulfilled mitigation requirements associated with the already completed installation of sheet pile wall in the marina disclosed in the ISMND. From Basin Plan Chapter 5.2 WASTE DISCHARGE PROHIBITIONS:

> Discharge Prohibitions for the Lake Tahoe Hydrologic Unit (HU)
>
> 1. The discharge attributable to human activities of any waste or deleterious material to surface waters of the Lake Tahoe HU is prohibited.
>
> An exemption to this prohibition may be granted whenever the Regional Board finds all of the following:
>
> a. The discharge of waste will not, individually or collectively, directly or indirectly, adversely affect beneficial uses, and
>
> b. There is no reasonable alternative to the waste discharge, and
>
> c. All applicable and practicable control and mitigation measures have been incorporated to minimize potential adverse impacts to water quality and beneficial uses.
>
> 2. The discharge attributable to human activities of any waste or deleterious material to land below the highwater rim of Lake Tahoe or within the 100-year floodplain of any tributary to Lake Tahoe is prohibited. . . .
>
> The Regional Board may grant exemptions to Prohibitions 2 and 3 above, for projects relocating existing structures below the highwater rim of Lake Tahoe, within the 100-year floodplain, or within an SEZ, where the area of the structure is relocated on the same parcel or within a defined project area and where the following finding can be made (a “project area” may include multiple adjacent or non-adjacent parcels):
>
> The relocation must result in net or equal water quality benefit. Net or equal benefit is defined as an improvement in or maintenance of function of the associated area below the highwater rim of Lake Tahoe, 100-year floodplain or SEZ. Net or equal benefit may include, but is not limited to, one or more of the following:
>
> a. Relocation of structure to an area further away from the stream channel or wetlands;
>
> b. Protection of restored 100-year floodplain or SEZ or an equivalent area (at a 1:1 ratio for floodplain or 1.5:1 for SEZ) of offsite 100-year floodplain or SEZ through deed restriction or

conveyance to a mitigation bank or land conservancy or similar. For projects involving disturbance of wetlands, offsite mitigation may involve larger mitigation ratios;

c. For projects involving the relocation of more than 1000 square feet of impervious coverage within a 100-year floodplain or SEZ, a finding, based on a report prepared by a qualified professional, that the relocation will improve the functioning of the floodplain or SEZ and will not negatively affect the quality of existing habitats.

d. For pier relocation projects in spawning habitat, a finding that equivalent or greater area of spawning habitat is restored or created.

The Regional Board may also grant exemptions to Prohibitions 2 and 3, above, under the following circumstances: . . .

(2) For public outdoor recreation facilities or private piers if all of the following findings can

be made:

(a) The project by its nature must be sited below the high water rim of Lake Tahoe, within the 100-year floodplain, or within the SEZ;

(b) There is no feasible alternative that would reduce the extent of encroachment below the highwater rim of Lake Tahoe, within the 100-year floodplain, or within the SEZ;

(c) Impacts are fully mitigated;

(d) SEZs are restored in an amount 1.5 times the area of SEZ disturbed or developed for the project; and (e) Wetlands are restored in an amount at least 1.5 times the area of wetland disturbed or developed. Certain wetland areas may require restoration of greater than 1.5 times the area disturbed or developed.

As noted in prior comments, over 1600 lineal feet of sheet piling six inches wide has *already been installed* with no mitigation whatsoever to offset the effects of filling, apparently leaving the Water Board to mitigate the effects after the fact, or not at all—in which case it is just a "take-away" from Lake Tahoe. Additional disturbances and waste discharges may have also occurred in connection with this major engineering element of the Project the applicant jumped the gun on. Claims of insignificant impacts are bogus.

I restate the **violation of a waste discharge prohibition is a significant unmitigated effect**, made worse by the fact that no findings are made as to how any of the applicable mitigation requirements can or will be met. At a minimum those would include requirements for 1:1 mitigation ratios for floodplain, and 1.5: 1 for wetlands (per above) such as may have been impacted by the fill. See also the discussion in my prior comments. Whether the wetlands are

subject to U.S. Army Corps of Engineers jurisdiction is irrelevant. However, it may also have unmet mitigation requirements.

No Jurisdiction?

I think that is a significant deficiency in the analysis as discussed in the prior comments I provided the City has ignored, to claim “no jurisdiction” over Lake Tahoe, and therefore the effects of the Project and City’s approval of it on the areas outside its jurisdiction are irrelevant to analysis. I think that is both legally and morally incorrect. It “externalizes” the effects of the Project and the pollutants from it onto the public resource which is Lake Tahoe, the general public and the area users. Such action puts the burdens of the corporate behemoth behind this Project, Suntek, on the public and the environment. I know City could care less by its documentation. It’s an old story and a common practice by our municipal corporations such as the City on behalf of the private corporations. And it’s wrong to do so, with the California Environmental Quality Act and courts as the backstop. I have encouraged others to engage in litigation as I have, not because I just want to sue everyone, but because the agencies are otherwise incentivized to continue corrupt practices, as here.

Land Use Fails Under General Plan Designation – No Industrial Uses

The Staff Report, top of page 3, indicates: “General Plan Designation” is “Neighborhood center.” I looked up the definition of “Neighborhood Center” in the City’s General Plan and found this description, together with other use designations. See screenshot below from Chapter 2 on Land Use:



**Neighborhood Center (NC)**

This designation provides for commercial and tourist uses supported by high-density residential. This use supports horizontal and vertical mixed-use developments. This designation is applied to areas that are currently developed with commercial and/or tourist uses, areas of existing excess land coverage, and areas that are near commercial, employment, transit, and public services.




**Town Center (TC)**

This designation provides for a mixture of uses including tourist accommodation, commercial, intensive recreation, high-density residential, and mixed-use residential. This designation is applied to areas that are currently developed as commercial/visitor centers, have excess land coverage, where vertical mixed-use projects are appropriate, and are near commercial, employment, transit, and public services.



**Tourist Center (TSC)**

This designation provides for the most intensive land uses including major commercial/visitor centers and mixed-use residential. This designation is applied to areas currently developed as major commercial/visitor centers, areas of excess land coverage, and areas that are near commercial, employment, transit, and public services



**Special District (SD)**

This designation provides for unique land uses that require flexibility or special considerations. This includes public facilities, industrial uses, and transportation uses (i.e., airport).

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One can see the "neighborhood center" designation provides for "commercial and tourist uses supported by high density residential." There is no high-density residential development proposed with the Project that would be compatible with the designation. As I pointed out in earlier comments, the City fails to understand that the Project site is an *industrial site* with commercial and tourist uses. Therefore I question the Project's conformance with the General Plan designation, which does not allow for industrial uses such as are proposed, and/or reasonably foreseeable industrial activities like dredging, for but one example.

It is questionable why this designation was ever applied to the existing Tahoe Keys Marina by City, but there it is. Perhaps it was due to some oversight or assumptions based on existing conditions, or perhaps the City just failed to understand the true nature of the operations at the site. I think the latter is the case based on the agenda materials. The U.S. Environmental Protection Agency has designated marinas nationwide as industrial facilities subject to industrial storm water permitting requirements of the federal Clean Water Act. Likewise, the Lahontan Water Board has designated the TKM as an industrial site subject to its Board Order No. R6T-2016-0038, the Marina General Permit, that applies the federal and state requirements

to “owners/operators conducting industrial activities and construction activities disturbing less than one acre of total land area at marinas in the Lake Tahoe Hydrologic Unit. . . .” That describes the TKM.

None of the General Plan designations based on my review of the Land Use Chapter 2 cover industrial sites except “Special Districts.” Since the Project site is not designated as a Special District it does not qualify for “unique land uses that require flexibility or special considerations. This includes public facilities, industrial uses. . .” Therefore, the City should not be giving “special considerations” and excursions from City Code as for the parking plan and driveways that do not meet requirements.

Specifically, citing the draft Resolution, Finding No. 7: “[City] Finds that due to special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the regulation deprives such property of privileges enjoyed by other properties in the vicinity and under an identical plan area.” The latter part makes no sense at all: what are the “privileges enjoyed by other properties in the vicinity and under an identical plan area”? City does not say because there aren’t any. The Project use designation does not conform to the General Plan and the Project development deserves no such “special considerations” under the provisions of the General Plan.

Further, Finding No. 7 has the distinct “ring” of what are called Findings of Overriding Considerations under CEQA. However, the City does not have the authority to extend such “privileges” for this Project unless an EIR is prepared; such findings are not allowed for lesser analyses such as the ISMND. According to Public Resources Code (CEQA) Section 21081,

> …no public agency shall approve or carry out a project for which an environmental impact report has been certified which identifies one or more significant effects on the environment that would occur if the project is approved or carried out unless both of the following occur:
>
> (a) The public agency makes one or more of the possible findings with respect to each significant effect:
>
> 1. Changes or alterations have been required in, or incorporated into, the project to mitigate or avoid the significant effects on the environment.
>
> 2. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.
>
> 3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identifies in the environmental impact report.

> (b) With respect to significant effects which were subject to a finding under paragraph (3) of subdivision (a), the public agency finds that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment. (emphasis added)

THE QUOTED TEXT ABOVE DOES NOT APPLY TO THIS PROJECT UNDER AN ISMND. The City has denied the existence of *any* significant effect and promotes certification of the ISMND, but City can't "have its cake and eat it, too." Page 7 of the Staff Report indicates, "The project proposes a total of 251 parking spaces, which is a shortfall of 40." Therefore, I contend inadequate parking pursuant to City Code is a significant environmental effect that has not been mitigated as required.

Then, using provisions applicable only to significant effects identified in an EIR (see Section 21081) City proposes: "

> As a result, the City Permit will be conditioned to require TKM to implement an employee parking program to encourage increased non-auto access, provide carpoolmatching resources, and implement a limited employee parking allowance for Charter businesses. The employee parking program shall be submitted to the Planning Department for review and approval.
>
> City staff recommends that the Planning Commission accept the parking analysis as technically adequate and approve the special use permit for the parking demand ratio reduction.

No basis in law is cited for the recommendation because there isn't any. Staff just thinks it can use its illegal judgment instead of adopted City Code. The Project is just so important to approve, despite the faulty and inadequate analysis, despite the lack of an EIR, that the staff treats the City Code as *fungible* and mutable to suit City and/or developer desires. It is not. Therefore, the fact that the parking does not conform to City Plan is illegal to approve, it is a significant effect, and it can not be mitigated as proposed above.

Again, the parking deficiencies cited in the Staff Report are illegal and the basis to excuse the excursion as a special "privilege" with the mitigation proposed does not withstand scrutiny. If the City had done a proper analysis of the significant effect under an EIR it could propose the above as mitigation in the context of Overriding Considerations, but not under the deficient ISMND, which provides no excuse to break the law. Thus, an EIR is required.

Land Uses

The Staff Report then goes on to analyze land uses under regulations of the Tahoe Regional Planning Agency, not the City General Plan and City Code of Ordinances! What kind of crazy nonsense is this instead of an analysis of conformance with General Plan and City Code? TRPA

will do its own review as stated in the Staff Report; we don't need City input on that. What we should have, and lack, is a proper analysis under applicable regulations and the City's own General Plan.

> Land Uses: The proposed use is defined in Chapter 21 of the TRPA Code of Ordinance as a marina, which is an establishment providing water-oriented services, such as: yachting and rowing clubs; boat rentals; storage and launching facilities; sport fishing activities, excursion boat and sightseeing facilities; and other related marina activities, including but not limited to fuel sales and boat and engine repair. Outdoor storage is included as part of the use. Marinas are an allowed use within Plan Area Statement 102 – Tahoe Keys.

That's all the information provided in the Staff Report in this matter, TRPA Land Uses. This is a product of Mr. Hitchcock's subservience to the TRPA. He is TRPA's "water boy" who sits on the Advisory Planning Commission. He is therefore conflicted (serving two masters, City and TRPA) in an unconstitutional APC set-up,and voted in early May to revise the TRPA height Code specifically to accommodate this Project. Like the other conflicted agency "partners" on APC, they worship an idol called money and will do anything required in service of it, collecting fat salaries to violate the planning laws and commit atrocities on Lake Tahoe and the supporting environment while they laugh their way to the bank or sit in their so-called "positions of honor" as political appointees.

Potentially Significant Effects from Snow Storage Remain

I previously commented on Snow Storage (see p 10) saying a management plan was needed with all the other industrial and commercial activities. The management plan was needed to prevent significant effects on surface waters, ground waters, storm drainage and storm water treatment systems, public access and parking. The proper vehicle to analyze these effects is an EIR to demonstrate to the public and decisionmakers that the potentially significant effects can be, and are, mitigated. Instead what we get is: "However, a snow storage plan was not included in the plan submittal, and the City permit has been conditioned to require the applicant to submit a snow storage plan with the building permit application."

Jeers to the City staff for failing to require a snow storage plan up front with the application, just one failing among many. Under the circumstances here, with the numerous unidentified or unacknowledged potentially significant effects, deficiencies, failings, contradictions, omissions and other defects in the ISMND and Staff Report, I express "NO CONFIDENCE" in the ability of Mr. Hitchcock, in his little back room office and out of public sight, or other City staff, to ensure the missing snow storage plan includes the mitigation measures needed to ensure significant effects do not occur. Again, an EIR is required due to unmitigated potentially significant effects,

as per comments, and the post-ISMND condition to provide a snow storage plan doesn't make the cut legally.

Until Later

Thank you for considering these comments. I will likely appear to testify on June 11. Don't approve this lame Project as is, with its numerous deficiencies and significant and potentially significant effects. It could be improved with study and mitigation measures currently lacking. Don't go out on a limb legally for this national, out-of-area developer of marinas. Don't end up in a lawsuit that will cost only the taxpayers for your misfeasance! Or be sued and delay the Project you want so much indefinitely. I reserve the right and opportunity to provide additional comments, as I may.

## Additional Comments Received on the Draft IS/MND after Closure of the Public Comment Period Responses

Additional comments were received on June 9, 2026, prior to the Planning Commission meeting on June 11, 2026 related to the Project but after the public review period for the Draft IS/MND had closed. In general, the information presented in the comments identified below do not constitute new information and are similar to comments received during public review of the Draft IS/MND. Although not required under CEQA to prepare responses to these comments, the following provides a general response in the interest of public disclosure.

The letter received on June 9, 2026 was submitted by Alan Miller, who had previously provided comments that were responded to as part of the Final IS/MND (see Comment Letters I2 and I4).

### Comment Letter I1: Alan Miller – June 9, 2026

**Comment I1-1:**

The commenter incorporates by reference prior comments made on the IS/MND and reiterates concern that an EIR should be prepared.

***Response I1-1:***

As noted in responses to Comment Letters O1, O2, O3, I2, and I4, the IS/MND was prepared in accordance with CEQA requirements, and further preparation of an EIR is not considered to be required. Contrary to the commenters opinion, the Final IS/MND adequately addresses comments received.

**Comment I1-2:**

The comment expresses concern that the potential impacts of dredging are not addressed in the IS/MND and that this may constitute segmentation of the Project under CEQA. The comment also reiterates concern raised in the Draft IS/MND regarding the Marina General Permit and, more generally, National Pollutant Discharge Elimination System (NPDES) requirements.

***Response I1-2:***

As noted in Response to Comment L1-4 of the Final IS/MND, dredging of the lagoon is not a component of the Project. The Project would involve construction of a new bulkhead in front of the existing bulkhead but would not involve routine dredging of the lagoon, which is an ongoing and periodic activity that has already been authorized and permitted. As it pertains to the Waste Discharge Requirements (WDRs) that apply to the Project, the comment notes a perceived discrepancy between the cited regulations in the commenter's prior submittals and that of the Lahontan Regional Water Quality Control Board (RWQCB). Both regulations pertain to compliance with NPDES and are requirements of certain types of development in the area. Should the Project be approved, the Project applicant will work with the RWQCB to ensure compliance with the appropriate regulation. Refer to pages 70, 84, and 93 of the Draft IS/MND (as amended through responses to comments), which refer to the requirement of the Project to adhere to NPDES requirements.

**Comment I1-3:**

The comment expresses concern regarding "applicable unmet mitigation requirements" from the Basin Plan and refers to personal observation of 1,600 linear feet of sheet piling work that has been installed. The comment goes on to state that the observed work is unpermitted and unmitigated.

***Response I1-3:***

As noted in Response to Comment I4-5, none of the components of the Project have been implemented to date. It is unclear as to where the sheet piling referred to in this comment is located or that it has been replaced. However, and with respect to the Project, no work (including bulkhead replacement) would occur without prior receipt of permits from appropriate responsible agencies, including the U.S. Army Corps of Engineers (USACE) and the Lahontan RWQCB.

**Comment I1-4:**

The comment expresses opinion regarding the statement in the agenda for the upcoming June 11, 2026 Planning Commission meeting about City jurisdiction.

***Response I1-4:***

The commenter's opinion is noted, however, the City's statement is related specifically to the approvals to be considered by the Planning Commission and notes the need for other jurisdictions, including TRPA to exercise their respective discretion. To clarify, the City's jurisdiction doesn't end at the bulkhead as evidenced by the fact that parcels within the City's jurisdiction extend into the lagoon, but its jurisdiction within those areas is limited by the regulatory structure that pertains to water-based facilities such as the lagoon. The actions to be considered by the Planning Commission on June 11 include 1) review/approval of a design review permit for the Project; 2) review/approval of a special use permit for the Project; 3) granting of a variance for the public restroom to encroach into City Code setback distances; and 4) consideration of the IS/MND and MMRP for adoption. It should also be noted that the IS/MND addresses both the land-based facilities and the bulkhead replacement, appropriate and in accordance with CEQA requirements pertaining to the analysis of the whole of the project (refer to Public Resources Code §21065).

**Comment I1-5:**

The comment expresses opinion that the Project is an industrial use and not covered by any of the City of South Lake Tahoe's current General Plan land use designations, with the exception of "Special Districts."

***Response I1-5:***

The commenter's opinion is noted, however, the Project involves the redevelopment of an existing facility with similar but expanded facilities, including marina-support facilities, employee housing, and boat storage. Pursuant to the City General Plan, the Tahoe Keys Marina and an approximately 1,600-unit common interest development managed by the Tahoe Keys Property Owners Association (TKPOA) are located in an area designated as Neighborhood Commercial (NC), which provides for commercial and tourist uses supported by high-density residential and horizontal and mixed-used developments. The Project includes eating and drinking places, office space and a variety of accessory uses to the primary marina use. While the Project does not include a high number of residential uses, it is surrounded by the 1,600-unit TKPOA residential development. As such, the land use designation for the Project area is considered appropriate for both the existing facilities and the proposed Project.

The City has also adopted TRPA's Plan Area Statements which provide detailed plans and policies for specific areas of the City (City Code Sections 6.55.010 and 6.55.030) and TRPA's land use definitions (City Code Section 6.55.100). The Tahoe Keys Marina is located in Special Area #1 of Plan Area Statement 102 – Tahoe Keys in which marinas are an allowed "recreation" use and not an industrial use as the commenter suggest. Developed

recreation is defined as outdoor activities that are enhanced by the use of man-made facilities including, but not limited to, campgrounds, marinas and ski areas. (TRPA Code Section 90.2.) An industrial land use is typically associated with the manufacturing, processing, or assembly of materials. The Project would not involve any of these activities.

**Comment I1-6:**

The comment expresses concern regarding the 7th statement of resolutions provided on page 2 of 3 of Draft Resolution 2026-xx and states that the City does not have the authority to extend such privileges unless an EIR is prepared.

***Response I1-6:***

The commenter's opinion regarding a perceived similarity between the 7th statement and findings related to an EIR is noted. However, the commenter is conflating the statement with specific findings required when preparing an EIR. The statement within the draft resolution does not refer to a significant environmental impact or CEQA but rather to City Code Section 6.10.350. Further and with respect to treatment of parking within the context of CEQA, parking (in and of itself) was removed from Appendix G of the CEQA Guidelines following the passage of Senate Bill (SB) 743 in 2013. There is no indication of a significant environmental impact as a result of the City's consideration of the Project's proposed parking facilities with respect to City Code Section 6.10.350. Further and as noted in Appendix D of the IS/MND, it was determined that adequate parking would be available to serve the proposed uses with implementation of the Project.

**Comment I1-7:**

The comment expresses concern that an evaluation of the Project's consistency with the City General Plan and Code of Ordinances is not outwardly presented as part of the agenda item.

***Response I1-7:***

The commenter's opinion is noted. As noted above in Response I1-5, the Project involves the redevelopment of the site with similar, albeit somewhat expanded uses (e.g., the number of proposed residential units would remain the same as existing conditions). General Plan Goal LU-4 provides: To encourage the revitalization, reuse, and expansion of existing and vacant sites in South Lake Tahoe. The Project would further this goal of revitalizing and reusing this existing and partially vacant site in South Lake Tahoe. The Project would involve the demolition of 3 existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Landside redevelopment would include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). Buildings would include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, 3 units of workforce housing (to replace the 3 existing units that would be demolished as part of the Project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated, and the existing bulkhead that borders the lagoon would be replaced. A significant element of the Project is bringing the site into compliance with water quality best management practices (BMPs) and assisting in controlling aquatic invasive species (AIS). As such, the Project would be consistent with Goal LU-4 to revitalize and reuse this infill site.

The Project would be consistent with other General Plan policies that encourage infill development and revitalization, such as the following:

*Policy LU-4.1: Development Concentration*

*The City shall concentrate and mix residential and commercial development to establish unique pedestrian-friendly areas within the city that create a strong sense of place.*

Evaluation of consistency with LU-4.1: By revitalizing the Tahoe Keys Marina, the Project would concentrate and mix residential and commercial development to establish unique pedestrian-friendly areas within the city that create a strong sense of place. The Project would include new commercial uses in close proximity to residential uses within the Tahoe Keys, and also would provide three dwelling units for employees. The Project also creates new pedestrian oriented open space areas that will create a strong sense of place.

*Policy LU-4.2: Infill and Reinvestment Promotion*

*The City shall promote infill and reinvestment to increase density within walking distance of transit stops.*

Evaluation of consistency with LU-4.2: The Project incorporates infill and reinvestment within the city. The Project would not impede or alter existing or planned transit services.

*Policy LU-4.3: Vacant and Underutilized Site Development*

*The City shall encourage appropriate development/redevelopment of parcels that are either vacant or underutilized, surrounded by existing urban development, and non-environmentally-sensitive.*

*Policy LU-4.4: Development Priority*

*The City shall give priority to developments on underutilized sites that use existing infrastructure, coverage, and development rights.*

Evaluation of consistency with LU-4.3 and LU-4.4: The Project site has existing infrastructure, coverage, and development rights; the Project would enhance and upgrade this underutilized site that already is fully developed. As stated on page 18 of the IS/MND the Project would reduce the overall coverage area compared to existing conditions.

*Policy LU-4.5: Revitalization Coordination*

*The City shall coordinate revitalization efforts with local businesses and other parties as required by State law.*

Evaluation of consistency with LU-4.5: The Tahoe Keys Marina has maintained a long time presence within the City and the Applicant has coordinated with the City to revitalize the Project site. Further, acquisition of entitlements for the Project (including those listed in Response I1-4 above) constitute part of and demonstrate coordination between local businesses and the City. As shown on page 22 of the IS/MND, there is a long list of responsible and trustee agencies with jurisdiction over the Project.

The IS/MND also further addresses the General Plan, including at pages 27, 30, 57, 61, 62, 63, 75, 78, 97, 98, 99, 100, 104, 109, 111, 119, 121, and 134. To this end, the Project is considered to be consistent with the City's General Plan. With respect to City Code requirements, the draft resolution (as pointed out in Comment I1-6) denotes any differences or additional considerations of the Project with respect to City Code. The Project was reviewed by City staff (and will continue to be reviewed by City and other staff for its compliance with various regulations, including Fire Code requirements) and deemed to be consistent with applicable City plans and regulations.

**Comment I1-8:**

The comment reiterates concern that additional information regarding snow storage is necessary, including provision of a management plan, and its lack thereof necessitates preparation of an EIR.

***Response I1-8:***

The commenter's opinion is noted. As noted in Response to Comment L1-8 of the Final IS/MND, snow storage areas are included as part of the Project and their sizing was determined based on the projected volume of snow for the Project area. The comment does not indicate or provide evidence as to how later submittal of a plan, as required as a condition of approval for the Project, would result in a significant impact of the Project. As noted in prior responses, subsequent approvals related to site conditions, through compliance with various regulations like NPDES (including the Marina General Permit), the Clean Water Act (including Sections 404 and 401), City Code, and TRPA Code requirements, would require the preparation, review, and approval of complementary plans and permits. As the proposed design of the Project may be subject to further refinement through regulatory compliance, preparation and submittal of a snow storage plan is considered premature but will be prepared, reviewed, and approved by the City prior to Project implementation. No evidence is provided in this comment to support the commenter's statement that an EIR is required.

**Comment I1-6:**

The comment notes that the commenter will likely be present and provide additional comment on June 11, 2026 at the Planning Commission meeting.

***Response I1-6:***

The comment is noted. No further response is required.

# ADDITIONAL COMMENTS FROM AL MILLER DATED JUNE 10, 2026

Public Interest Comments on agenda item 3. Tahoe Keys Marina Redevelopment Project Design Review and Special Use Permit, Planning Commission Meeting of June 11, 2026

From: Alan Miller, Professional Engineer

By way of email to publiccomment@cityofslt.us, jhitchcock@cityofslt.gov and others:

# PUBLIC NOTICE

## FOR RAMPANT ETHICS TRANSGRESSIONS IN THE CITY OF SOUTH LAKE TAHOE:

### NOTICE OF POTENTIAL CRIMINAL AND CIVIL LIABILITY AND OTHER LEGAL SANCTIONS

### NOTICE TO PRINCIPALS IS NOTICE TO AGENTS

### NOTICE TO AGENTS IS NOTICE TO PRINCIPALS

**CEASE AND DESIST VIOLATIONS OF APPLICABLE STATE AND CITY LAWS AND REGULATIONS FORTHWITH:**

**For failure to prepare an Environmental Impact Report for the Tahoe Keys Marina Redevelopment Project in compliance with provisions of the California Environmental Quality Act, the current General Plan for the City, the City Code of Ordinances, statute laws, regulations and applicable policies concerning ethics expected of public officials in California, with reliance on staff-reviewed checklists and fraudulent findings of no significant effect concerning Project approval, and for violations of applicable ethics policies and principles by City of South Lake Tahoe officers and agents.**

**You are HEREBY NOTIFIED before the Watchers that as an appointee, official or agent of the City of South Lake Tahoe you may be subject to potential civil or criminal liability for violations of your Oaths of Office and for breaking contracts with the people, as stated above, and/or other subject to other penalties and sanctions under state and federal laws, in your official capacity and/or in your capacity as an individual.**

With incorporation by reference of my two prior comment letters in the public record of this matter before the Planning Commission of the City of South Lake Tahoe, El Dorado County, California dated 5/30/26 and 6/9/26, I provide the following information and comments for your consideration and for the benefit of the general public you are charged to serve in accordance with common law, the U.S. Constitution, the California Constitution, and applicable

statutes and regulations of the state of California. As previously stated, I am not providing any legal advice. I am not an attorney. I keep my hands in my own pockets and sleep well.

I am a registered professional civil engineer in the state of California, with no current affiliations to others practicing in the areas of civil and environmental engineering other than the American Society of Civil Engineers, in which I am a member in good standing. A principal charge for civil engineers is, “To protect and safeguard the health, safety, welfare, and property of the public, every person who is licensed by the Board as a professional engineer, including licensees employed in any manner by a governmental entity or in private practice, shall comply with this Code of Professional Conduct. . . .” (Section 475, 2026 Professional Engineers &Public Land Surveyor Board Rules (16 CCR §§400-476.)).

I have exercised my Constitutional rights to free speech while endeavoring to represent my engineering judgments in accordance with the above against persons allied in government in the Lake Tahoe region with no regard for ethical professional conduct, in particular here the officials of the City of South Lake Tahoe and the Tahoe Regional Planning Agency, against the harms to health, safety, welfare, and property of the public. My experiences are that the agency officials (non-engineers) have no regard for whom they may harm or what environmental damage they may cause while routinely violating ethics and standards of moral conduct, laws, standards and principles. I will attempt to briefly summarize and present affidavit evidence below for my allegations of illegal conduct and ethical failures by public officials I have encountered, and attach other relevant information.

While my judgments involve discernment I endeavor not to feel personal animosity towards people for the things they do, no matter how despicable the actions may be to me. My approach stems from my training and application of employee development and disciplinary actions for employees not meeting employment standards. In truth, in my career I never was involved in a formal adverse action against a state employee in my charge other than meetings, written reprimands and written agreements for meeting work standards. The aim is always to return the person to integrity and assist them with their difficulties to meet standards. It is not illegal to discriminate against persons based on behavior while maintaining objective fairness. I call things as I see them in my discernment.

Ethics Violations of City Officials; An Appeal Hearing Denied

It has been approximately one year and a little more since I appealed a decision of the City Planning Commission concerning a multi-family housing project in the City. The appeal I filed is hereby attached (without exhibits, except for the Ethics Policy discussed below). It documents my experience in the matter leading up to the City Clerk’s denial of my right under City Code to

appeal a decision of the Planning Commission and obtain a fair and unbiased hearing on the matter before the City Council. All of the current officers of the City Council, Planning Commission, City Clerk and City staff were implicated with the exception of Heather Horgan, who was appointed (not elected) to City Council by the others after Mayor Wallace resigned. Mr. Jinkens was supportive of an opportunity to conduct my appeal hearing but as a governmental body, no action to uphold the City Code was taken.

My civil rights were violated when the City Clerk did not present my written comments, filed by email transmittal in accordance with City instructions, to the Planning Commission ahead of the decision, as required by law. My civil rights were then denied when the City Clerk, under the influence of the City Attorney, decided that illegal provisions in a current, existing Memorandum of Understanding (MOU) between the City and TRPA were more important than faithful implementation of the City Code provisions concerning appeals by right. Violations of civil rights can, in particular, lead to adverse legal consequences for violators.

As a result, I was illegally denied the right to an appeal and a hearing before the City Council in the matter. To be clear, the City Council did NOT deny my appeal following a properly noticed public hearing. It dispensed with all bona fide law and essentially told me to go pound sand with an appeal hearing at the TRPA. My refusal of that as improper under law is documented in my appeal filing. (My assertion is I could engage the City in litigation concerning my claims.) I contend that Planning Commission decision and subsequent denial of appeal rights by the City Clerk, with the full knowledge of the City Council, was against the U.S. and California Constitutions and remains potentially subject to litigation under applicable statutes of limitations.

If you read my appeal filing you will understand that the City Attorney had to dig the City's Ethics Policy out of "cold storage" after my public records request to the City Clerk. If one reviews that Ethics Policy with regard to the circumstances of the appeal it will be clear that City officials were not aware of the Policy, did no routine training or review concerning it (for many years), nor did they follow the vast majority its provisions when the Ethics Policy was brought to their attention, most particularly to provide a public hearing in regards to complaints of ethics violations (included in my appeal filing). I claim that is because City is a routine violator of ethics standards and a willing slave to TRPA under the illegal provisions of the MOU. The City officials long-ago dispensed with ethics in "partnership" and subservience to the TRPA in such matters—illegally to the detriment of the citizens the City is charged to serve, with my case in point.

Appearances of Impropriety with the City Council

The City has a well-earned reputation for criminal lapses of judgment among its officers. As reported in regional newspapers and social media, prior to my appeal current-Mayor Bass was arrested for possession of a controlled substance, ketamine, while sleeping in a vehicle along the roadside on U.S Highway 50 between the City and Placerville. His crimes were punished with a hand slap under prosecution by our lackluster County District Attorney, Verne Pierson. Following that Mayor Tamara Wallace confessed to the crime of embezzlement of hundreds of thousands of dollars over a period of years from a church coffer, of all things. I don't know if one can be more unethical than that? Mayor Wallace did not resign following her confession until the public call for her resignation was heeded, an embarrassment to our community and an example of a person serving as a seemingly "upstanding" public official while engaged in a life of felonious activities. You public officials are all just a few steps down from that in my opinion with your repeated transgressions of the laws and harms.

It turns out it was not the Mayor's first offense for embezzlement, having been excused in a deal from the County District Attorney under a settlement with the victim of her crime years earlier, with requirements to repay the money she stole. The money has not been repaid by Ms. Wallace, nor have the terms of the settlement been enforced by the District Attorney.

Upon Mayor Wallace's resignation, Mr. Bass assumed the Mayor position. He was subsequently arrested for his behavior by the Douglas County Sheriff at a nightclub, Aleworx, in Stateline NV. The charge was harassment of security personnel employed at Aleworx as I understand it. To further show Mayor Bass was using poor judgment, he phoned in a complaint about an employee at Aleworx and the officers arrested *him* after conducting an investigation, the case still unresolved. Social media showed the Mayor slurring his words and showing other signs of inebriation. That aside, I assert the Mayor makes a very poor representation of our City government under the circumstances. Such is the Mayor, a well-known salesman of marijuana in the community through his several businesses. He should just do that.

Of course, Mayor Bass proclaims his innocence in the criminal charges and will fight the charges in Douglas County *he brought on himself* due to his lack of good judgment. While each person deserves his day in court under presumptions of innocence, my appeal request was denied in violation of my civil rights while Mayor Bass was complaining of civil rights violations by the Douglas County Sheriff. I am unsympathetic. Without more than a few sentences from the City reiterating what I told them, the matter was summarily dismissed by all participating in the denial of my appeal hearing. His blatant disregard for City Code is egregious given his Council experience and position as Mayor, his dual-service appointment to TRPA. Then again, just in the

last week or so, Mayor Bass was issued a temporary restraining order to stay away from a person he is alleged to have harassed (Ken “Ski Bum” Kurtzweiler) and I understand the Mayor will contest the TRO in court on June 17, 2026. Appearances of impropriety and poor judgment, anger issues.

Mayor Bass sits as a City appointee to the TRPA Governing Board (serving two masters, City and TRPA), which I contend is a conflict of interest with loyalties devoted to TRPA. It is in this ethical mileau that the City is mired, with two criminal investigations pending and one conviction so far, for the Mayor’s drug possession. City’s proposal to move past this more-than-mere-appearance of corruption is more corruption, the corrupt approval of TKM Redev which will be exposed for what it is.

Following the appeal hearing denial episode recounted briefly above I filed a complaint with the El Dorado County Civil Grand Jury charged to investigate allegations of government corruption, requesting an investigation of the City behind my denial to an appeal hearing and the illegal MOU with TRPA. The Grand Jury website indicates it treat complaints confidentially until it responds *in some manner* to all complaints received and the report on my complaint may issue in July 2026 if not before, as the new Grand Jury comes in. I think it will be interesting in any event to see what the Grand Jury comes back with. It operates under influence of District Attorney Verne Pierson and a judge advisor so I will just have to wait and see. I can’t predict the outcome and I have no confidence in DA Pierson to root out injustice in our community as a lackluster prosecutor of Wallace (previously) and advisor to the Grand Jury. My complaint is public record and soon will be public knowledge and there is always a new Grand Jury to complain to if needed.

Ethics Violations of the City Attorney

It is the City Attorney who has upheld the legal validity of the MOU and advises the City on legal matters. Like all attorneys in CA, she belongs to an exclusive club of Rome called the California Bar Association and serves its interests under oath to it. The CA Bar Assn. has had numerous episodes of corruption in its history. Every time the legislature tries to fix it the lawyers seem to come up with some new way around. It is the only profession that sounds like “liar”—in your face. It is not accidental. Nothing is. It is she who is in a position to advise on ethics and it is she who has failed in all significant respects with regard to my appeal denial. She is the principal misadvisor to the City on CEQA and planning issues, as with the subject Tahoe Keys Marina Redevelopment Project being promoted for approval under fraudulent findings. She has officially resigned from the City and will be gone come July 1, 2026. My hope is that she will never darken a City doorway thereafter. Get a better replacement!

Ethical Frameworks in California

This what the City's Resolution 2024-16 says about the Planning Commission: "After the appointments have been made, the City Clerk will administer an oath of office to each newly appointed commissioner at their first commission meeting and will provide each commissioner with a copy of the City Commission Handbook which will include this resolution, the City's Code of Ethics and FPPC Financial Disclosure Statements (see Section 4). . . ." None of those documents express that the Planning Commission members may disregard the oaths, the laws and regulations, matters of ethics and propriety, and should blindly follow or vote to approve the staff recommendation however repugnant. Yet I contend that is exactly what is being proposed with consideration of the Project and that is what will occur based on my prior experiences. Then the City will defend its illegal assertions and decisions to the bitter end at taxpayer expense, through whatever public ridicule follows, with never admission of a failure of any kind.

The way I see things the entire existence of TRPA has been a failure, all their regulatory and planning programs, all their unnecessary intrusions in our lives. I consider TRPA to be very dangerous to all and the environment for their blindness and political orientations, their toxic microplastics in Lake Tahoe, their current lack of evacuation planning and SMART-metering acquiescence, their toxic towers, et cetera. TRPA is not an environmental protection organization, it's not in the name, and the Compact charter has been voided by subordinate regulations in large part, also not followed. I have a long Petition to TRPA about that from last March and April 2025. The City has been tutored to follow in its footsteps and has learned the lessons of how to fail, particularly at environmental review, and double down on denials of its failings, as with the Project. It almost seems the worse a thing is the more the agency will back it, because it can.

I have been barking at TRPA to control microplastics from the piers since September 2022. Why is it then that TRPA and all its so-called "partners" can't go take a few samples of water and soils from the Tahoe Keys and test it for microplastics? It's all a ruse. TRPA operates under faulty logic: Absence of evidence is evidence of absence. We don't want to know. In my days with the Water Board we would have been out there sampling in days or weeks, not years with nothing to show. Jeers to the current Lahontan Water Board. I could contract for a round of samples tomorrow, but it is ethically improper to put the burdens on the public (on me) to prove the obvious, especially given the agency culpability. You don't realize I'm feeding rope to

hang you with? Eventually TRPA will hang for it (deservedly) and the TKM Redev approval as proposed will open the trap door if it doesn't wake up because the people are waking up.

A Pattern of Ethical Abuses is Evident

A little walk down memory lane is appropriate here to show that the City, much as TRPA, operates with many features in common with a criminal syndicate; no matter who serves the system remains.

In 2019 the City Planning Commission approved a cellular macrotower installation in a residential or mixed use neighborhood (not industrial) at the intersection of Ski Run Blvd and Needle Peak in the City (aka "the Ski Run Tower). The 112-foot high macrotower was sited adjacent the family residence of Eisenstecken, near her neighbor David Benedict, and other residential homes and condominiums, and a sensitive and prized scenic aspen grove wetland. At that time the City had no specific siting policy for industrial cellular macrotowers and little sensitivity to the community opposed to its actions in pursuit of City agendas on behalf of the telecommunications industry and TRPA.

The appeal by Eisenstecken was held, with Council member Devin Middlebrook, then and now a TRPA employee, leading the contentious public hearing to a 3-2 vote by City Council to deny. After more than a year, the Project then proceeded to a public hearing before a contract TRPA Hearing Officer (HO) on a TRPA Permit approval. The HO was Marsha Burch, an attorney and a known advocate for cell towers, brought in at the 11$^{th}$ hour to review thousands of pages of public comments. Her baseless and corrupt decision was one of the worst I've ever witnessed and the HO was subsequently hired as a permanent staff member at TRPA. The decision was appealed to the Governing Board and, after a delay of months, the Governing Board upheld the HO's decision with Mr. Bass the only dissenting vote among 14 in lock-step support of staff and a fraudulent environmental document.

Eisenstecken and Environmental Health Defense (a non-profit org) sued the City and TRPA in federal Court. Though the City was later dismissed from the case on technicalities, and David Benedict joined the suit, the case against TRPA is still being litigated with a potential settlement in the works after five long years of limited court movement. (I am not a party to the lawsuit.) In the course of litigation it became clear that these agency actors didn't care who they harmed, and indeed litigant David Benedict is now deceased due to illness exacerbated by exposure to microwave radiation from the Ski Run Tower and another cell tower approved by the City even closer to his home, based on his doctor's testimony.

Moving forward from this brief history, I came in conflict with the City on the appeal denial as related above, an analogous situation to the Ski Run Tower administrative process, but with City acting as if it possessed the authority to adopt and enforce a TRPA Permit under the illegal MOU. I contend the Project has no valid TRPA Permit to this day, as City has no authority to assume the powers and duties of TRPA (under the MOU) with regard to Permit approvals. Statutes of limitations are still running with regard to litigating the bogus so-called "TRPA Permit" issued by the City if that project ever turns a spade of soil.

The common elements with the Ski Run Tower, the appeal denial by City, and now the TKM Redev Project (just these few examples) is they all began with deficient environmental reviews and fraudulent approvals with numerous ethics violations associated with each. Now I'll make an educated guess about what I think is really going on here and about to unfold in the TKM Redev approval matter.

The Planning Director circulated a poorly done ISMND for public comment, based on a lot of moving parts and activities on the Project site and incomplete information. I used to hate documents so poorly completed by lead agencies when I was employed and I saw many of them. That is because it would take so long to ferret out the garbage and set things straight for the record that it presented a difficult task and one most staff were not specifically trained in or experts in concerning CEQA. I think maybe that may explain in part why agencies (and the public) don't often comment, as noted in my prior comments. It certainly provides a disincentive to engage in any case for all CEQA Responsible Agencies; they'd rather just deal with things independently, right or wrong. That accords with my agency employment experiences in many cases.

As with the Ski Run Tower, the denial of my appeal, and now the TKM Redev, it makes no difference how legally deficient and fraudulent the Project documentation is. The City is going to uphold the Project approval no matter what, because no agency can ever admit an error or shortcoming that would undermine staff, including the legal counsels. Details and laws are of no interest. I expect a unanimous decision by the Planning Commission, including Mr. Feiger from the League to Pave Lake Tahoe. It will punt to the City Council for an appeal. The City Council will approve the staff recommendation on the Planning Commission decision, with the possible exception of Mr. Jinkens. Litigation will follow with a stay to prevent irreversible harm and the City will lose years down the line. Everyone will lose if that's what you decide.

I expect the City and TRPA staff may have made some statements to the Project developer to the effect that the Project would be massaged through the administrative processes with a finding of no significant impact NOT requiring an Environmental Impact Report/Statement.

Approval schedules were aligned on that basis, with no public outreach by City beyond bare legal requirements, no input particularly desired from the public. All public input has been ignored with the proposed agenda item anyway. The schedule will be pursued under any circumstances, thus we have the faulty ISMND propping up the proposed action. I expect the TRPA will bypass APC review of the Project and approve the height amendments for the Project and the City's environmental analysis, perhaps modified in some way, with its own Finding of No Significant Effect (FONSE), subject to litigation. That may occur at the Governing Board meeting on June 26 or in July 2026.

This is like an Eisenstecken redo. The difference here is that the City and TRPA don't have the telecom industry deep-pocket and court influence to fight their legal battles, with City likely opposed in state court, TRPA in federal court. The assault is not on a person but Lake Tahoe. The costs of this one could again fall on the City taxpayers, which is why I am recommending rejecting this ISMND and Project approval before things go any further. Or the item could be pulled from the June 11, 2026 agenda. I'm not expecting that based on my experience. I expect doubling down on misfeasance.

Information Concerning Ethics in Government and Potential Liabilities

I have discussed lapses in City ethics. I also came to discover that TRPA likewise has an Ethics Policy it doesn't follow, having suspended activities and training on it for years until I pointed the lapse out (just as City). It has not been reinstated to my knowledge. All the while TRPA's then-attorney Marshall was routinely misdirecting the Governing Board and others on public meeting law and, with attorney-Executive Director Marchetta, certifying all manner of deficient and fraudulent FONSIs, which continues to this day under Director Regan. They get shit done!

This ethics discussion isn't primarily about co-conspirator TRPA, and I'll provide information below about what is expected ethically as I feel relevant to the City, and information on potential criminal and civil liabilities that government officials in California risk in the process, more generally. You may think the possibility is remote that these failures to follow the most basic legal requirements in your approvals and transgressions of ethical principles will catch up to you with liability, and you just never know. There are plenty of other ways to get at the issues and I feel like I'm just getting started with the City.

Again, I'm not giving any legal advice. I believe people know right from wrong. Even if they may not know much else, it's something we're all born with, like an instinct. People go a long way to ignore that and it's always a choice. There is always a choice in everything. I suggest to choose wisely. I've provided a few screenshots to consider as you make your choices and decisions going forward, nothing you couldn't find with a bit of searching online. Quoting the Institute for

Local Government website, “In California, state and federal laws create a complex set of requirements laws that guide elected officials and agency staff in their service to their communities. As extensive and complex as these laws are, it is important to remember ethics laws only constitute minimum standards for officials’ conduct. The law is a floor for public official conduct, not a ceiling: just because a particular course of action is legal does not mean it is ethical.” However, <u>if a particular course of action is illegal, it is also unethical.</u>



CALIFORNIA
DEPARTMENT OF JUSTICE

**Rob Bonta**
***Attorney General***

## ETHICS TRAINING FOR LOCAL GOVERNMENT OFFICIALS

Government Code section 53235 requires ethics training for specified local government officials. The training can consist of self-study materials, an online course, or in-person training. Persons wishing to create a local ethics training course must consult with the Attorney General and the Fair Political Practices Commission concerning the sufficiency and accuracy of course content. (Gov. Code, § 53235, subd. (c)(2)(A).) In response to this requirement for consultation with the Attorney General, the following outline has been prepared to provide uniform guidance from the Office of the Attorney General regarding appropriate course content. Due to the demand for ethics training, the Office of the Attorney General is unable to review and comment on individual course materials. This outline provides uniform guidance, but the course preparer must be familiar with applicable law.

**Of course, review of this outline, any linked materials, or completion of an ethics course, is no substitute for competent legal advice in a given situation. You should seek the advice of counsel if you have a specific legal question.**

### Curriculum Accuracy

All course content should comply with the ethics laws contained in California’s Constitution, statutes, regulations, and common law. For in-person training, the ethics law portion of any course should be delivered by an attorney licensed to practice law in California and knowledgeable about California’s ethics laws. For online and self-study training materials, the course should be prepared under the supervision of such an attorney. Several training options are available, including training conducted by commercial organizations, nonprofits, or an agency’s own legal counsel. In addition, the Fair Political Practices Commission offers an




Delve into the significance of ethics in public administration, the challenges faced and strategies to strengthen ethical governance in a rapidly changing world.

# THE IMPORTANCE OF ETHICS IN PUBLIC ADMINISTRATION

Ethics serve as the moral compass guiding public administrators in their decision-making processes. They ensure that public officials act with fairness, equity and respect for all citizens. In public administration, ethical behavior fosters trust, legitimacy and credibility, which are essential for effective governance.

When public officials prioritize ethics, they enhance public confidence in institutions. Ethical public administration upholds the principles of democracy like equality, justice and accountability. It ensures that resources are allocated fairly, decisions are made transparently, and power is exercised responsibly. Without a commitment to ethics, public trust erodes, and the foundation of governance weakens.

Specifically, the code of ethics outlined by the American Society for Public Administration entails "the key principles that public servants should advance, and

- Advancing public interest.
- Upholding the law and Constitution.
- Promoting democratic participation.
- Strengthening social equity.
- Fully informing and advising.
- Exhibiting personal integrity.
- Promoting ethical organizations.
- Advancing professional excellence.

# ACCOUNTABILITY AS A PILLAR OF GOVERNANCE

Accountability is the cornerstone of ethical public administration. It ensures that public officials are answerable for their actions and decisions. Effective accountability mechanisms include transparent decision-making processes, regular audits and mechanisms for citizen feedback.

When public administrators are held accountable, it prevents abuse of power, ensures efficient use of resources and upholds the public interest. Accountability fosters a culture of responsibility, too, where officials are motivated to act ethically and prioritize the needs of the community. However, achieving accountability requires robust systems, vigilant oversight and a commitment to ethical standards.

## The Key Laws to Know

While there are innumerable statutes, regulations, policies and court decisions that shape California ethics and transparency laws, there are a handful of specific, fundamental laws that embody many of the issues commonly encountered by local officials and employees, and that often directly govern their actions. These key laws include:

» **Brown Act:** Requires the governing bodies of local agencies to conduct open and public meetings, subject to limited exceptions, and to post meeting agendas beforehand. See Chapter 4 for more information.

» **Government Code section 1090:** Prohibits public officials and employees from being financially interested in any contract made by them in their official capacity or by any body or board of which they are members. See Chapter 2 for more information.

» **Political Reform Act:** Governs campaign financing and prohibits local agency officials and employees from participating in governmental decisions affecting their financial interests. See Chapter 2 for more information.

these standards, including broad financial disclosure rules for gifts and income, is simply part of the process of public service.

Even so, it is important to keep in mind that these standards are only minimum standards; it is simply not possible or practical to write laws that prevent all actions that might diminish the public's trust.

For this reason, the laws should be viewed as a floor for conduct, not a ceiling. Just because a given course of conduct is legal does not mean that it is ethical (or that the public will perceive it as such).

This means that public officials facing ethical issues are well-advised to engage in a three-step analysis:

» **Step One:** What, if anything, does the law say about a given course of action?

» **Step Two:** Is the given course of action consistent with one's own values and analysis of what would constitute "ethical" conduct?

» **Step Three:** What will the public's perception be of the conduct, given the information the public is likely to have available?

A helpful tool for analyzing the third question is whether one would like to see the course of conduct reported on the front page of the local newspaper.

www.ca-ilg.org/understanding-public-service-ethics-laws

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# Understanding Public Service Ethics Laws

In California, state and federal laws create a complex set of requirements laws that guide elected officials and agency staff in their service to their communities.

As extensive and complex as these laws are, it is important to remember ethics laws only constitute minimum standards for officials' conduct. The law is a floor for public official conduct, not a ceiling: just because a particular course of action is legal does not mean it is ethical. Download the full publication here.

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Summary

# Ethics and Public Corruption Laws: Penalties



Updated March 06, 2025

Related Topic: ETHICS

Legislators, public employees and other public servants may face consequences for violating public trust. The range of penalties includes censure, removal from office, permanent disqualification from holding any state position, restitution, decades in prison, and fines that can reach up to hundreds of thousands of dollars.

Your Role In the Lake Tahoe Watershed from my Viewpoint

Dillingham fired the mortal shot into a vital organ of Lake Tahoe, while Lake Tahoe was already suffering a death of a thousand cuts along the roadways and from growths filling in all the meadows, feeding wastes into its bloodstreams, and growths along the shoreline. That shot took out one of two kidneys needed to filter out wastes with the Tahoe Keys destroying half of the Upper Truckee Marsh and shunting the Upper Truckee River pollutants to bypass the remaining kidney. The lost kidney was replaced with a festering cancerous growth. Aquatic invasive species spread from there to infect the shore and other limbs.

Dr. Charles Goldman spoke out, TRPA was formed and some First Aid was applied, bandages. The sewage discharge was a systemic infection brought under control, but only the sewage discharge. The roads and sores and growths continued and expanded for decades as chronic ailments, bleeding sediment and nutrients into the heart of Lake Tahoe, suffocating the lungs. Agency actions had the effect of perhaps reducing a tiny increment of the total load—but way "below the line" and almost irrelevant to "restoration." Why is that?

No one understood from the start that Lake Tahoe was too large to affect in a positive way, due to its tremendous storage volume, 39 trillion gallons. No legislator, no scientist, even had any idea then of how much water was in Lake Tahoe. They didn't know it could only be affected negatively by every additional annual pollutant load because within that total Lake volume there is a portion of annual load that can't be absorbed and that new load portion is added to the existing total cumulative load in suspension in the water column. Annual loads also stimulate algal growth that adds biomass to the water column, like adding more fertilizer. Clarity declines accordingly. I've written all this before.

There was an infusion of cash to do more doctoring after the Presidential Summit, "world-class" scientific doctoring (we're told) that brought a misdiagnosis more than a decade later with the Total Maximum Daily Load prescription that didn't improve the patient's conditions. The side effect was hallucinations affecting the doctors and funding supporters, more than a decade of misperception that healing was underway while all signs showed the opposite. I call it Government Institutional Blindness Syndrome, GIBS. It took 55 years to make Lake Tahoe clarity diminish by 40 feet or more "on average" by 2026, with every annual load increasing the total load in Lake Tahoe, but it took TRPA to contaminate it with toxic microplastics from the plastic piers and recreational boats. With time and weakened immunity from all the assaults, the unstoppable annual loads, the "cumulative" effects now have the patient on the way out.

I find myself in the role of "patient advocate." It seems only a 39 trillion gallon transfusion of clean water or equivalent dialysis could restore it to health. There is scant possibility of that in

human life spans and certainly not with BMPs. But there is no emergency and the doctors think they have a rescue plan. The patient is lingering, still looking radiant on the surface in some ways, but the prognosis is 30 to 40 years at best before the end of clarity and ecologic death comes. The doctors say “where there is life there is hope” but it’s false hope and I’ve been through this before. There will still be some good days, time to say good-bye and make peace with what is, to learn from the experience. The doctors have done all they can and are now functionally hospice workers applying palliatives while charging up the hospital bills, inflicting additional wounds, ignoring festering sores and dispensing poison pills.

The patient was mortally wounded to begin with and given no possibility for eternal life due to the cold, hard physics of retention time, 600 years for pollutants. That’s what no one understood from the start: reversal was not possible with the damage done in the 1950s and 1960s. Nothing to date has reversed the clarity decline. It’s all hospice work. If there is a recent slowing, I attribute it to Upper Truckee River Marsh restoration, now threatened by expanded development of the Tahoe Keys Marina at your hands, no remission. Given that you can’t and won’t restore Lake Tahoe, all you can do is make sure your actions don’t degrade the local quality of life and the local environments of the region. Long after Lake Tahoe is famous only as a tragedy and Emerald Bay is a mudpit, toxic with microplastics, the region will still have its magnificent forests, streams, wetlands and wildlife—if local governments don’t screw it up for everyone in service to ignorance and ill-fated approvals like you seem to be heading to with the approval of the TKM Project under the deficient ISMND, which is both unethical and immoral.

How widely this information gets circulated is dependent on your actions. I’ve got time on my side. I can always publish it later in the TRPA public record and republish as needed until ethics return, if they ever do, or until you step into your role as public servants under public trust doctrines versus politician or political appointee in service to the corporation. It’s a choice not to lie. There is always a choice.

I’ll see you in the public record,

Alan Miller, Professional Engineer

Attachments: Statement of Appeal

City Ethics Policy

**BEFORE THE SOUTH LAKE TAHOE CITY COUNCIL**

| | |
|---|---|
| **In re: CONSIDERATION OF A SPECIAL USE PERMIT AND CALIFORNIA ENVIRONMENTAL QUALITY ACT CATEGORICAL EXEMPTION FOR TRPA MULTI-FAMILY DWELLING PROJECT APPLICATION – 3900 & 3908 LAKE TAHOE BOULEVARD AFFORDABLE HOUSING PROJECT, APNS 029-170-001 & 029-170-002, FILE #24-173** | **)** |

# NOTICE OF APPEAL OF PLANNING COMMISSION DECISION

This appeal stems wholly as an outcome of the Tahoe Regional Planning Agency's abandonment of the public trust by decades of failing to honor the spirit and letter of the Tahoe Regional Planning Compact. TRPA is a rogue agency, out of control, mismanaging Lake Tahoe and the Tahoe region under illegal regulations. I am simply a messenger concerning the situation involving the City.

## Notice of Appeal

This is a most formal Appeal from the April 17, 2025 Planning Commission decision on Item #2: Consideration of a Special Use Permit and California Environmental Quality Act Categorical Exemption for a TRPA Multi-Family Dwelling Project Application - 3900 & 3908 Lake Tahoe Boulevard Affordable Housing Project, APNs 029-170-001 & 029-170-002, File #24-173.

## Appeal Conforms to City Code

This "Notice of Appeal" contains the contents pursuant to SLTCC § 2.35.030, and hence is in an acceptable format. The action is appealable per SLTCC § 2.35.070 (Table 2.35.070—"Use Permit and Variances"), and per the terms of the "DESIGN REVIEW AND SPECIAL USE PERMIT, File #24-173." The Planning Commission decision occurred on April 17, 2025; pursuant to SLTCC § 2.35.020.A, the Appeal having been submitted within 15 days—the legal deadline being Friday, May 2, 2025—is accordingly timely. Notwithstanding, California Government Code §§ 37100 & 65904 require the South Lake Tahoe City Council to hear this appeal.

## Jurisdiction for Appeal

Pursuant to TRPA Rules of Procedure, the TRPA Governing Board does not have jurisdiction to hear a direct appeal of any City Planning Commission decision—nor were all of the participants in the Planning Commission hearing given requisite notice of appeal rights as would have been required by the actual TRPA hearing's officer (Rules of Procedure § 14.6).

Notwithstanding, the TRPA Governing Board is not an appeal board created and answerable to the City Council as required by California Government Code §§ 65900 & 65903. Unlike the City Council, the unelected TRPA Governing Board is not accountable to City residents (Elections Code § 201). City residents may only vote for two of the Board Members—a City Council person and an El Dorado County Supervisor—and most of the Board is entirely unelected.

No TRPA Governing Board member is elected to their position. Rather, some elected members are appointed to serve TRPA from the jurisdictions they were elected in. This situation raises grave constitutional doubts of direct ability to appeal City planning decisions to the TRPA; this issue has historically been avoided by having two separate siloed processes work in parallel. TRPA is not an authority over the City of South Lake Tahoe's City Code and body of ordinances not codified by TRPA, and likewise the City is not an authority over the TRPA Code of Ordinances. This latter lack of authority and expertise is demonstrated by a misconception held by some City officials that the TRPA Governing Board has jurisdiction to hear appeals not expressly conferred as a matter of right in the TRPA Rules of Procedure. There simply is no legal possibility here for that; the Constitution's due process and equal protection clauses prohibit such.

The right to appeal to the City Council cannot be nullified by a Memorandum of Understanding ("MOU") or other resolution. MOUs at best are approved by the City Council as resolutions, not as ordinances. There is scant documentation for approval of the MOU with TRPA, basically a staff recommendation at a public hearing. Where was the City's legal counsel? The City Code contains the acronym "M.O.U." only one time, without even defining what that abbreviation means, let alone that it means taking on TRPA's entire core permitting activity in the City for TRPA under the MOU provisions the City signed up for.

In any case, there is a vast difference between an ordinance and a resolution and/or MOU. Ordinances are "legislative rules" which carry the force of law, and resolutions are generally "interpretive rules" which govern internal affairs or extol non-binding policies or goals. As such, resolutions do not have the same high degree of due process protections as required for ordinances because they are not supposed to externally affect public liberty and/or property rights. Resolutions do not have to be published in the legal notice section of the local newspaper or read multiple times at City Council meetings, or be passed only during regular meetings, or have a general 30-day delay in taking-effect as compared to ordinances (Government Code §§ 36931 - 36937). The degree of process that is constitutionally "due" is commensurate with the

severity of liberty or property interest at stake (e.g., Mathews v. Eldridge, 424 U.S. 319, 334 (1976); People v. Ramirez, 25 Cal.3d 260, 268-69 (1979)). Due process is particularly compelling for land use decisions (see, Horn v. County of Ventura, 24 Cal.3d 605, 616 (1979); Scott v. City of Indian Wells, 6 Cal.3d 541, 549 (1972); Drum v. Fresno County Dept. of Public Works, 144 Cal.App.3d 777, 783 (1983)).

This is one reason resolutions are constitutionally prohibited from being used to promulgate procedural rights of the general public. Likewise, a city may not pass an ordinance which adopts-by-reference whatever dynamic contents are in certain city resolutions such as MOUs to circumvent constitutional due process and statutory requirements for making and modifying ordinances—basically an ordinance dressed-up and passed as resolution, or MOU in this case (Government Code § 37100).

The opportunity to write and come as an appellant before the City Council in the public forum to testify about the illegal conduct of its subordinate appointees and staff is therefore codified, with no legal basis for denial. Were city officers to violate the city ordinance promulgating appellant's right to appeal to the City Council, they will have committed a misdemeanor (Government Code § 36900).

## Grounds for Appeal

Pursuant to SLTCC § 2.35.030, the "Grounds for Appeal" include, but are not limited to, the following:

(1) The agenda for the public meeting at which the approval took place was not properly noticed;

(2) The MOU facilitating the approval of this development is unlawful and was adopted without findings to satisfy environmental review requirements pursuant to the California Environmental Quality Act (Cal. Public Resources Code 21000, et seq);

(3) The initial environmental checklist review of the project is deficient and glosses over significant effects on the environment;

(4) The project violates multiple City requirements and polices which were unaddressed and ignored by the City staff report of April 17, 2025 for the project;

(5) The project approval violates state law and exceeds City authority under law; and

(6) Emailed public comments on the project to the Planning Commission, timely provided, were administered as "junk" email, and were not provided to the Planning Commission, posted to the City's website, or considered by the Planning Commission, with portions improperly excluded from the public record for the action.

## Procedural Considerations

Per City Council Protocol § V(1)(b)(iv), Public Comment is three minutes per speaker. Per City Council Protocol § V(1)(c), the Mayor shall conduct the appeal in such a manner as to afford due process to the appellant, generally with 10 minutes to present testimony and five minutes to rebut testimony. Per City Council Protocol § V(1)(d), if issues are raised during the appeal hearing that cannot be immediately responded to by Staff, the hearing should be continued to have such information available for the appeal process. However, City Council Protocol § IV(9) providing that "rules may be waived by two-thirds (2/3) vote of the Council members" forgoing to § IV does not and—as a higher matter of law—cannot apply to the latter § V protocol pertaining to appeals—which are a quasi-judicial hearing. See e.g., Woody's Group, Inc. v. City of Newport Beach, 233 Cal.App.4th 1012 (2015) (noting that a city council "cannot change the rules in the middle of the game"); cf. Petrovich Development Company, LLC v. City of Sacramento, 48 Cal.App.5th 963 (2020)(holding that hearing and deciding an appeal of a conditional use permit is one of the times that a city council acts in a quasi-adjudicatory capacity—similar to judges). The City Council must also apply the Maxims of Jurisprudence (CA. Civ. Code §§ 3509 – 3548), and should be provided them to study in advance.

The City must quasi-judicially hear the appeal *de novo*, following SLTCC § 6.75.080, and decide the facts for itself based on the record. I believe the errors are plain. The City must recuse City Council members with divided loyalties, or they should recuse themselves. Mr. Bass currently serves as an appointed TRPA Governing Board member while concurrently serving as an elected City Council member; other City Council members may serve as an "alternate" for the TRPA appointee from the City in case of absence. California's conflict of interest statutes are based on the belief that a public official cannot serve two masters simultaneously and that the duties of public office demand the absolute loyalty and undivided, uncompromised allegiance of the individual to the office held. The MOU as written, which the City is now so heavily invested in, appears to set that service and loyalty at odds here, tipping the deference scale heavily in the direction of TRPA and its fraudulent MOU, while the City Council members are elected only to serve the people. See People v. Honig, 48 Cal.App.4th 289 (1996); Thomson v. Call, 38 Cal.3d 633 (1985). See also Stockton Plumbing & Supply Co. v. Wheeler, 68 Cal.App. 592 (1924); President and Trustees of City of San Diego v. San Diego and Los Angeles R. Co., 44 Cal. 106 (1872). Notwithstanding, the appearances of a conflict of interest violate the common law "appearance of fairness doctrine," and are enough to mandate recusal. Petrovich Development Company, LLC v. City of Sacramento, 48 Cal.App.5th 963 (2020) (holding "the law does not require the disappointed conditional use permit applicant to prove actual bias; rather, there must not be an unacceptable probability of actual bias on the part of a municipal decision maker").

STATEMENT OF APPEAL

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Exhibits:

1. July 2015 City-TRPA Memorandum of Understanding
2. March 2015 Notice of Liability to TRPA/Petition to Redress Grievances
3. April 17, 2025 Staff Report to Planning Commission
4. June 17, 2014 City Staff Report on MOU
5. July 15, 2015 City Staff Report for MOU adoption
6. July 15, 2015 City Council Meeting Minutes
7. April 2025 email from City Clerk re Public Records Administration
8. April 17, 2025 Carthan email to City, Public Interest Comments
9. April 21, 2025 Carthan email to TRPA, Public Interest Comments
10. April 22, 2025 Tahoe Clean Air comment letter to TRPA re Wildfire Evacuation Planning

I am Alan Miller, civil and environmental engineer, a long-time resident of the City of South Lake Tahoe, appealing the April 17, 2025 decision of the Planning Commission to approve the above-cited Project and the City's issuance of a construction permit for the Project cited as a legal instrument of the Tahoe Regional Planning Agency, a "TRPA Permit" on TRPA letterhead and in the format specified by TRPA. This approval action was taken under the purported authority granted by the TRPA and possessed by City pursuant to a 2015 Memorandum of Understanding (MOU) jointly executed by Joanne Marchetta for TRPA and City Manager Nancy Kerry for the City. (Exhibit 1)

The Project Approval

The approval followed a presentation by the applicant and no discussion of lengthy written comments and attachments I sent to City by email. One person other than the applicant, a former City Council member, testified in support of the project. Concerns were voiced by Commissioner Williams about public safety, like people/bikes being run over with car ingress and egress from onsite project parking across a busy sidewalk and street and the safety matters were, by their approval action, "not significant" though left unresolved. I didn't appear to testify, figuring my written comments would suffice, and reviewed video of the meeting. Only later did I discover my written comments had been treated as junk in the City's email system and not provided to the Planning Commission. The gist of my comments was that the City-TRPA MOU is legally invalid, the MOU does NOT uphold the federal Tahoe Regional Planning Act, the City has no legal authority to act in TRPA's stead, and therefore City approval under the MOU of findings required of TRPA under the TRPA's Code of Ordinances, and approval and implementation of the cited "TRPA Permit," should be denied, essentially without prejudice. To do otherwise and approve the Project would be acting without authority under color of law, a very serious matter involving fraud and misfeasance, in view of applicable law. Again, approval was unanimous.

TRPA's Role

The Applicant is compelled to apply to TRPA for a TRPA Permit for activity that is not exempt from TRPA environmental review and permitting requirements pursuant to Compact requirements. That is a fact despite all contrary website guidance, regulations, and/or MOU interpretations in the public sphere. These requirements are detailed in the Petition I filed with TRPA dated March 25, 2025, and which is hereby incorporated in its entirety as Exhibit 2. This is the primary public record I provided in this matter which was discarded by public records mismanagement I will detail later.

The TRPA Governing Board is charged to approve environmental reviews and permits for projects that are not designated exempt in its regulations (Compact Art. VI(b)). Among other things, I suggested the Planning Commission should not issue a fraudulent approval and "TRPA Permit" and to defer and refer the matter to TRPA. As noted in the Planning Commission's staff report for the project (Exhibit 3), the Project is exempt from CEQA. CEQA is the only

environmental law the City has authority to implement as required for a City Building Permit or other development right under authorities in the City Code of Ordinances, not the TRPA Code of Ordinances.

MOU Background and Issues

Despite the above, I expect the City will cite the MOU and its provisions that such an appeal is proper before the TRPA, not the City Council, blindly following TRPA guidance. If you have read my comments above and Petition you will already know that I disagree vehemently on firm legal grounds. As I wrote in my Petition and comments to the Planning Commission, I honor the TRPA Compact adopted by Congress but not the faulty and illegal regulations adopted by TRPA. As discussed in my Petition, many parts of those regulations are without effect, NULL and VOID in my expert opinion, and not binding on anyone; TRPA appeals are illegal.

I don't dispute that the TRPA can enter into MOUs with other agencies: What I dispute here is that it can essentially delegate its Governing Board's regulatory planning, environmental review and permitting role to the City or any other agency, and turn the City into a low-paid servant of the TRPA at taxpayer expense. I do not honor those MOU provisions. Besides that, the MOU and TRPA's regulatory requirements are not enacted in City Code (other than by reference, mainly design standards) so, while the City can apply relevant design standards of TRPA, the City has no legal authority for approving and implementing "TRPA permits" pursuant to law. It's all a very clever ruse as far as the unsuspecting public like me are concerned, and whether the fraud has gone unnoticed or unchallenged until now is irrelevant to applicable law.

Analysis of the City-TRPA MOU

The MOU (Exhibit 1) identifies the parties and cites Article VI(m) of the TRPA Planning Compact (Public Law 96-551) and § 2.5 and § 13.7 of the TRPA Code of Ordinances as its basis in law and regulation, respectively. The cited Article presently states: "(m) The agency [TRPA] is hereby empowered to initiate, negotiate and participate in contracts and agreements among the local governmental authorities of the region, or any other intergovernmental contracts or agreements authorized by State or Federal law."

The key part above is "agreements authorized by State or Federal law." This MOU is authorized on the TRPA side, the Compact being federal law. But note that it doesn't say TRPA can delegate actions that require voting by the Governing Board. This MOU is not authorized in State law, is not binding on the City for that reason, which is why I wrote the City is acting without authority under the MOU in my junked comments. Article 8 of the California Constitution provides that "(a) The Legislature may provide that counties perform municipal functions at the request of cities within them." There is no counterpart in California law allowing that municipalities can perform federal municipal functions (as TRPA is charged to implement) at the request of the federal jurisdictions containing the municipality. Such actions are without legal basis, and that is exactly what the MOU purports to do.

As much as TRPA would like to think it can delegate its deficient environmental review programs to the City, it can't do that for the reasons discussed at length in my Petition, the primary subject of which is laying bare the many TRPA violations of the Compact. The chief trespass is that TRPA can't delegate matters to its staff, or any other person or agency, where a voting procedure is required by the Governing Board for legal approval. Putting land use planning and permit approvals in the hands of City officers is one more step removed from the required voting procedures, one more step removed from public accountability with respect to officers of the TPRA, none of whom are elected to their positions; they are appointed to serve TRPA from the various jurisdictions and include persons elected to positions in their jurisdictions such as Mr. Bass, as well as others elected to nothing. The facts are that the Governing Board has thwarted the Congressional project-approval voting requirements and there is no plausible reading of Compact Article VI(m) that extends the agency powers to violate Compact Article I(c): "The Tahoe Regional Planning Agency shall interpret and administer its plans, ordinances, rules and regulations in accordance with the provision of this compact." TRPA has violated the restriction to the detriment of the people and the environment, and has implicated the City in the violations through the fraudulent MOU.

The Code of Ordinances § 2.5 states: "Activities delegated to a Local Government pursuant to a memorandum of understanding (MOU) shall be reviewed and approved by a local government in accordance with the TRPA Regional Plan and this Code shall therefore be exempt from separate TRPA review and approval." This makes no sense as written, implying "this Code shall therefore be exempt from separate TRPA review and approval." I understand the intent, that TRPA will not be involved in the project review and approval processes, so TRPA asserts in its Code that the City "shall" do the project "review and approval" work only its Governing Board is authorized to approve under the Compact. This is a partially fee-funded optional federal program requiring local governments to pay the costs of implementing TRPA's regulatory land use and permitting program if they agree.

But the City didn't bother to inform the people in adopting the MOU, which is not in City Code. In this case review and approval costs are partially—not fully—offset by permit/development application fees, so the taxpayers must be absorbing the excess costs. It's not hard to understand why TRPA enacted illegal regulations to clone itself and push its permitting costs and associated issues (compliance monitoring, enforcement, etc.) onto the City through the MOU. The goal may be to reduce work required under the Compact TRPA deems duplicative of local government, but each has its own requirements to implement, or they must be harmonized in accordance with State and Federal law, unlike the current MOU.

Code of Ordinances § 13.7 specifies TRPA procedures for adopting MOUs,

> § 13.7.1. Memorandum of Understanding (MOU) Required

> After TRPA finds that an Area Plan is in conformance with the Regional Plan, TRPA and the lead agency shall enter into a Memorandum of Understanding (MOU) that clearly specifies the extent to which the activities within the Area Plan are delegated or exempt from TRPA review and approval, and describes all procedures and responsibilities to ensure effective implementation of the Area Plan. . .

Again, we have TRPA use of "shall" in its regulations to direct the City to assume TRPA's forgotten mandates to the extent "the activities within the Area Plan are delegated or exempt from TRPA review and approval," with the implied or explicit TRPA mandate that local government "shall" have procedures in place to do the work mandated of TRPA and its governing Board alone, pursuant to the Compact, if they want the development incentives and allowances for Area Plans under faulty TRPA regulations.

There are no provisions for Area Plans in the Compact. Examining the Area Plan provisions TRPA put into its regulations is relevant to this Project approval only to the extent that City staff was tasked under the MOU to carry out project approvals in portions of the City with an approved Area Plan. Code § 13.4.1. indicates Area Plans are optional, with the default being that the jurisdiction must follow the Code of Ordinances, generally, in the absence of a TRPA-approved Area Plan. The greater portions of Code Chapter 13 describe requirements that are to be contained in approved Area Plans and related matters. Suffice to write here the City satisfied TRPA's optional requirements and developed an Area Plan encompassing the Project area which led to the MOU at the heart of this appeal.

Part 1 of the MOU indicates either party can terminate the MOU with 60 days notice, and that the MOU is in effect until terminated. The MOU's substantive procedural portions are in attachments: B. relating to TRPA delegations in parts of the City with approved TRPA Area Plans, and C. TRPA delegations City-wide. My Petition to TRPA did not discuss provisions for Area Plans in the TRPA Code of Ordinances or evaluate them with regard to Compact requirements, mainly to limit the length, and similarly had little analyses of the MOUs TRPA has established. However, the Petition analyses are related directly to the MOU in that the deficient environmental review procedures are therein identified, and fraudulent exemptions from same, precisely the regulations and procedures that TRPA has mandated the City to follow and thereby usurp the Compact and constitutionally-protected citizen rights.

On that basis, the grievances discussed with the City-TRPA MOU can only be resolved if and when TRPA first corrects its faulty regulations in violation of the Compact. The City is encouraged to terminate or revise the MOU in the meantime to eliminate Project environmental document preparation and permit approvals under TRPA's Code of Ordinances pursuant to the MOU. The City must not exceed its legal authority and must abide within state law requirements. Therefore, I respectfully request that the City approval and "TRPA Permit" must be revoked.

The MOU was Adopted by City with No CEQA Finding

So the question arises: How did the MOU come to be back in 2015? As mentioned, after the TRPA amended its regulations to include Area Plans, the City got busy and had a number of them approved by TRPA, and was then saddled with the MOU requirements. The agencies worked to consolidate a handful of prior joint MOUs into the current MOU. On December 17, 2014 the TRPA staff promoted a Finding of No Significant Effect (FONZE) under its illegal environmental review rules and the Governing Board voted to approve the MOU, which the City had not signed. Note that TRPA at least recognized the potential for significant effects on the environment in that the MOU authorizes substantial delegated permitting activity by others that could significantly affect the environment, and thus MOU adoption is not designated as exempt from TRPA review and approval regulations.

The City Council received staff reports at the June 17 and July 15, 2014, City Council meetings (Exhibits 4 and 5) in which the TRPA-City MOU was discussed. There was notable concern with costs and staffing to absorb additional TRPA workload (e.g., issuing TRPA permits pursuant to the complex TRPA Code, reporting to TRPA on MOU implementation, and overseeing the TRPA permits). The Council, still noting concerns with absorbing TRPA workload, nonetheless approved the MOU at their July 15 meeting after a short hearing (see attached July 15, 2014 Minutes, Exhibit 6).

Even though TRPA conducted an environmental review for the MOU, which City staff was surely aware of, the City did not conduct an environmental review as required under CEQA. The MOU is a "project" as defined by CEQA and was not recognized as such by the City. Such review was legally required, minimally with a finding of Categorical Exemption, but potentially some other form of certification such as a Negative Declaration and public disclosure. Public funds were being committed under the MOU. Major City regulatory programs were being initiated under the MOU. Where was consideration of law? Where was the City attorney? How many other CEQA "projects" are illegally processed and get no CEQA certification in the City? This is more evidence that the MOU is legally deficient and additional grounds to uphold the appeal.

This Appeal is a Petition to Redress Systemic Grievances under the MOU

This is not an appeal of the ordinary sort, to protest the merits of the project and discretionary approvals based on substantial evidence, etc. I will include some such analysis here, but I generally have not found that to be productive or convincing to decision-makers in light of the way public agencies at Tahoe operate in fact. They have *their* own agendas and break or work the laws to achieve their ends, whereas I am concerned with fidelity to law and due process. This project has planning deficiencies, even under the deficient regulations.

I am not against affordable housing in the City and it is the applicant's misfortune to be caught in a legal dispute it is only a party to by following agency dictates. However, in light of my recent Petition filed with TRPA, I do not believe the December 2023 policy amendments to the Tahoe

Regional Plan that promote increasing urbanization in "town centers," adopted by TRPA in the absence of a required environmental impact statement and sprung on the public during the Christmas holiday season with seven days to comment and testify is the answer to Tahoe's housing woes. Others are welcome to disagree.

Here is my view of the MOU. The TRPA has its 2012 Regional Plan, as amended literally hundreds of times in the last decade, which overlies the City's General Plan. The TRPA came to the City after passing its Area Plan amendments, not with an environmental impact report, but under their egregious planning regulations that usurp the Compact. The City naturally wants to harmonize its design standards and requirements with TRPA's, as referenced in the Code, to facilitate project reviews and City permitting requirements. Here follows an imaginary conversation between Joanne Marchetta (JM) and John Marshall (JM), the two attorneys running the TRPA at the time, discussing the approach to the City regarding the MOU.

> JM: "Now that the Area Plan amendments are passed we've got to lean on these local governments to develop Area Plans and get those *delegation* MOUs in place. If this goes as we hope there is going to be a lot new development in our region's urbanized centers, multi-family, commercial, mixed-uses plus tourism and transportation. We can't keep up with the permitting now, we don't have the staff!" JM: "Yeah, we've already got the locals pulling a lot of our permitting weight under existing MOUs, so we're going to have to sell this thing, the extra work involved. We're going to have to tell them project approvals in their jurisdiction will slow to a crawl under our permitting requirements and staff limitations without their help. It's pretty complex, after all. We'll say they can keep the permit wheels turning if we can enlist their aid. They want that." JM: "All we have to do is convince them to go for the development incentives that could come after they do the Area Planning and MOU adoption work. The increased density, coverage and height allowances, etc., are our selling points. They are planners, so that convincing will be easy." JM: "Then we can soft-pedal the MOUs, tell them, hey, since they wanted the incentives they have to do the permitting work. We just have to *overlook* it. They have six months. That's our regulations. We can give them checklists and guidance to make *our* findings. They can even issue and enforce *our* TRPA permits! We'll tell them what to do, and how, but they'll feel in control. We should be able to shed most of *our* work that way." JM: "We could give them a little funding incentive, too, part of the permit fees that would go to us. We'll tell them we'll handle the appeals if controversies arise. That's no problem." JM: "That will free us up to do more Code amendments to grow our regulations while they do most of *our* permitting and oversight work, work we could never manage." JM: "Sounds good, let's do it."

Law and Due Process Rights Matter

I really don't come in principle as an adversary to the City or the project. I could be wrong, but I doubt any public servant involved here came to their position or this matter to intentionally break the law and deprive citizens of civil rights, just as TRPA does. I see the City staff and appointees

as well-intentioned, even if misinformed. Why persist then with regulatory folly in the light of information in my Petition, the many self-evident truths pointed out, not opinions. Two wrongs never make a right. I come to inform and advise, not damn. I'm not offering legal advice in simply pointing out the laws. I am nonetheless well aware of past City corruption and misfeasance (e.g., actions and inactions re monopine wireless macrotowers and microplastics). I really have to wonder what kind of legal advice you are getting from the City attorney(s) in such matters as the MOU. Or is TRPA the self-interested legal advisor here?

Should I be faulted for pointing out the legal inadequacies of the agencies which now accrue to the detriment of the applicant and the community and Tahoe region? No; the applicant and public is being shafted with only the agencies to blame because I've been petitioning TRPA *for years*, in court and in the public record, to clean up its act and end the illegal charades. All else is TRPA propaganda and misdirection. TRPA is a two-faced criminal racketeer-agency; it fits the general legal characteristics. Mainly, I want TRPA to comply with the Compact. Then maybe they would stop poisoning Lake Tahoe with toxic microplastics in support of recreational boating for the few, and address wildfire and evacuation issues in its planning regulations, both of which it refuses to do.

I suggest the Applicant must apply to TRPA for a development permit because the MOU with the City is legal garbage. Insist that TRPA process your project application under statute law and outside the MOU to move your project forward. By law this project requires a TRPA environmental impact statement of some sort. TRPA will process your application if they want the project more than they want the fraudulent and therefore non-binding MOU with the City to impede the project. The City hearing is invalidated. TRPA needs to conduct its own hearing.

If the appeal is denied, it is not a difficult matter for me to file a lawsuit with the City, in which case, win, lose or draw, the project is likely over. The facts are on my side, as is time. Again, I blame TRPA for running a calculated risk that its illegalities, which I've testified against many, many times, won't come back to bite their permit applicants and thwart their plans for the region, those they've shoved down our throats in TRPA's ongoing Operation Ignore Everyone who detracts from their actions and inactions. Except for MOU "partners," that is, who seldom push back. The City must push back on this MOU.

City Must Cease Breaking the Law

The far more serious basis for this appeal than the TRPA illegalities is that the City staff and appointees under your charge have acted in absolute violation of State law and the authority provided in the City Code of Ordinances. It is up to the City Council to put things right. I know most people do not have my regulatory background and these issues are perhaps esoteric matters with overwhelming "details" of little interest to lay decision-makers to take the time to understand. I know the general public will understand far less and has been propagandized by TRPA. I assure you the issues are understandable based on my sorting out of the regulations, and

you are elected and charged to grapple with such issues. I believe the lawyers have exploited this limitation in understanding, particularly prior TRPA lawyers, to the detriment of the City, the environment and the public the servants are charged to serve. It's either that or intentional, negligent law-breaking that is occurring. I've seen both. While the circumstances here are so legally bizarre as to boggle the mind, they are like water to the fish, accepted as a part of the Tahoe planning/regulatory environment without any actual awareness of the waters you are in, the Tahoe swamp, growing murkier under TRPA's watch.

On the basis of the foregoing, my appeal fees are paid by check in protest. I shouldn't have to pay to interrupt *illegal activities* by my City government, which I do as a service to the public which you are charged to serve. Perpetuating such illegal activity is an abuse of the power of the state under color of law. If the City wants to follow the law and rescind the Project approval without an appeal hearing and refund my appeal fee that would be fine, too. I suggest the Council not "double-down" on the errors of the Planning Commission after the cost and trouble of an appeal and thereby invite repeats of this appeal for other projects, or litigation that could be costly when you have no case, as here.

What I don't consent to is the City servants going out on a legal limb of any kind for the TRPA to the potential detriment of the citizen taxpayers! TRPA is the BIGGEST fraud. There are enough problems in this City without taking on needlessly defending TRPA fraud and committing your own, at cost and potential legal risk to the City taxpayers. Even if you think that risk is low, the City is nonetheless charged to follow the law, not gamble on legal risks for a "partner" agency under illegal MOU provisions. That choice is for poor if not tyrannical government and, again, I do not consent. TRPA has to come up with other ways to meet its obligations, legal ways that do not usurp Governing Board authority and deprive the public of guaranteed constitutional rights, and the City can't do that for it.

Illegal Delegations of Illegal Delegations of Governing Board Authority

My career experience with the Lahontan Water Quality Board may be informative because the same Constitutions and similar statute laws apply to the City. The CA Water Code sets very specific limits on what can't be delegated to its Executive staff; issuing or modifying "waste discharge requirements" is one example among others. Therefore as staff I was made keenly aware that I was not at liberty to make changes to duly-adopted requirements of the governing body, make up my own requirements, or otherwise usurp Board authority. TRPA is under the same limitation in the Compact, though perhaps less explicit, and its governing body and staff (as advised by staff attorneys) illegally abused that. TRPA doesn't honor the Compact and hasn't for decades. It was under these circumstances that I lodged my Petition to TRPA.

Think of it this way: The City Council can't delegate its voting authority for project approvals to the City Manager in every case except when an Environmental Impact Report is required under CEQA. What we have with the TRPA regulations is an illegal delegation of Compact authority

by the governing body to TRPA staff and, with the MOU, a further illegal sub-delegation by unbridled TRPA staff of Compact authority to the City. There are no such delegable authorities. The City clearly has no authority under the federal laws of TRPA. In my experience I also found three general types of entities: those willing to comply with the spirit and letter of the law; those who would minimally comply with the letter of the law; and those who would skirt the requirements, sometimes outrageously as here, generally with a fraudulent and inadequate defense when caught in the act. TRPA behaves as the latter.

This fraudulent MOU program has to end or the current City leaders will self-identify as scofflaws like the TRPA has. I certainly hope not, but I see here the City is a TRPA "wannabe" with the MOU despite no basis or authority in law, under bogus TRPA regulations. City Council member Bass is certainly not learning about these matters for the first time; I've been writing and testifying to TRPA about these issues for years while they continue their scams. Mr. Bass has been supportive at times; maybe he can't change the 15-member TRPA Board but the City duties to the public are another matter squarely in his domain.

Very Deficient City Public Records Administration

Pursuant to the California Public Records Act the public has a right to expect that public records represent "any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored." (Government Code § 7920.545.) The public also has a right to expect public records, including emailed comments and attachments, will be treated as such. However, the City treats emailed public records with nearly absolute disregard, discarding them from the public records.

The City Clerk has informed me that public comments provided to the City's email address publiccomment@cityofslt.us as instructed with each agenda announcement, as email with attachments, are forwarded to the Planning Commission (i.e., in this case) with the attachments, which can be read or downloaded by the individuals. For the public record, the Clerk then files a printed copy of any email received, excluding any attachments, for public review at a meeting. Any *actual* public records provided as attachments to email are then simply discarded from the *official* public records maintained and provided in response to requests for public records. All of this is in dismal disregard for requirements under the California Public Records Act. I suspect printing attachments for the record is simply just too much bother, so they are illegally occluded from public view and illegally discarded by the Clerk. See Exhibit 7 concerning public comments and City public records that are dishonored and discarded in violation of law.

Bad as that record keeping is, the City took public records mismanagement one large step further out of compliance with my public comments in this matter: my emailed comments, submitted

timely and with attachments, was routed to a "junk" email folder, where it remained until I made an inquiry. The City Clerk wrote she did not know why, and vaguely suggested some kind of problem with the electronic information system. Perhaps, but my experience with email is that when unwanted email is received from a known email address it can be set up to be routed to a junk folder or "spam" folder, as many are well aware. It so happens that I have submitted comments previously detracting from City actions or encouraging other actions where lacking, under the same email address. The implication is that my emails were deliberately routed to a junk folder, where they are typically deleted after 30 days or some period set by the user. In this event, I was disenfranchised from participation in the decision. In the future I may feel compelled to accompany each comment letter to the city with a public records request to ascertain whether or not my comments and others related to the public's business are being illegally junked.

Let the record in this appeal show the City's computer set-up for emailed public comments sent my emailed comments to a JUNK folder, so the Clerk did not provide them to the Planning Commission prior to the decision, and did not include them in the public record of the meeting, except for limited comments in the body of the email mainly describing the attachments. These are illegal actions, deleting public records, excluding them from consideration by the decision-makers, not posting complete comments received to the City's website with dissemination to the decision-makers, and not saving them in some form for retrieval upon request. The original comments and Petition are provided herein, with attachments, for this appeal record. Since this records mismanagement appears to be long-standing standard procedure at the City, at least as far as discarding attachments to emails, the City stands inexcusably in abject violation of the California Public Records Act requirements. The Planning Commission's action must therefore be set aside.

Public Notice Requirements Not Met

This item before the Planning Commission was announced by email from the City's list server on April 10, 2025, seven days before the planned meeting on April 17, 2025, when the agenda was posted online. Pursuant to City Code § 6.55.640 "Procedure to Grant Use Permits" subsection B.1. is the relevant part, and states:

> B. Notice Required. The zoning administrator shall give notice of application and hearing, not less than 10 days prior to the date of the hearing, in each of the following manners:
>
> 1. By publishing a copy of such notice one time in the official city newspaper.
>
> 2. By mailing a copy of such notice on a postcard to all property owners whose property is adjacent to any one or more of the parcels of property for which the use permit or variance is sought, using the ownerships' names and addresses from the last equalized assessment roll of the county. For the purposes of determining adjacent parcels of

property, public streets and rights-of-way shall be ignored and parcels shall be deemed adjacent if they have any point of their boundaries in common.

This agenda item was not properly noticed since the notice was given less than 10 days in advance, and only online. The notice concerning the project was NOT noticed in the official City newspaper of record. The City staff claimed provision 2., above, was met by contacting "adjacent property" owners. The City is also charged to faithfully implement the TRPA Compact through its MOU and by incorporation of certain TRPA regulations in its Code. In the instant case the Planning Commission was ostensibly acting as "TRPA Hearing Officer" and did not do what TRPA regulations require with regard to public notice for the hearing. The TRPA Rules of Procedure require the following:

12.6. NOTICE TO AFFECTED PROPERTY OWNERS

If notice is required, the proponent of the project or matter shall submit a list to TRPA of the names and addresses of the persons who own property, or a portion thereof, within 300 feet of the project area boundaries. The list shall be compiled from the current county assessor's rolls and shall be verified by the applicant. The proponent also shall provide addressed envelopes, postage prepaid to the persons listed. Notice shall be given to such persons by TRPA. Notice shall be given reasonably early in the project review process. The benefit of giving notice early in the project review process should be balanced with the potential for re-notice of the project if significant modifications occur during the review process. Notice to affected property owners may be waived if the applicant provides TRPA with a written waiver of notice from each affected property owner.

The TRPA regulations require notice to owners with properties within 300 feet of, not adjacent to, the development boundaries for "Hearings Officer" hearings, illegal though such hearings are. Since that was not done by the City, public notice requirements for this project were not met, thereby depriving the public of constitutionally protected rights to due process. See also SLTCC § 6.55.230.B.2. If the MOU has *any* legal validity the City must honor with regard to land use planning and permit administration, the City failed to meet TRPA's greater noticing requirements, while simultaneously and improperly providing only seven days public notice of the hearing, not ten. **Pursuant to SLTCC 6.55.640 the City should likewise observe the 10-day newspaper noticing requirement for this appeal hearing and, pursuant to the MOU, extend the notice to affected property owners within 300 feet of the project boundaries, as would be required if TRPA were conducting the hearing.** I will note TRPA publishes its public notices seven days in advance of its meetings pursuant to public meeting laws applicable to TRPA. However, the City failed to meet its own Code concerning 10-day noticing for the Planning Commission hearing, beyond dispute based on the public records provided me. Public notice for this project approval fails all tests. The Planning Commission's approval must be set aside by upholding this appeal.

Project Not in Compliance with Development Standards; Deficient Findings

The project was approved under a FONZE pursuant to TRPA regulations. It is relatively easy for me to go through the Staff Report for the project approval (see Exhibit 3) and Checklist responses and call into question a number of its conclusions and findings. I will point out a few things and I am going to share a comment letter concerning the project from another member of the public, previously unknown to me. The comments followed the approval from an individual who was also disenfranchised by the late and deficient public hearing notice provided by the City, and apparent confusion that TRPA would not be reviewing the project under the MOU. I found her short emailed comment letter to the City (Exhibit 8) among the public records I requested; at least it didn't get junked.

I subsequently found a more detailed comment letter on the project, with several attachments, sent by email to TRPA for the April 26, 2025 Governing Board meeting under agenda item XIII. General Public Interest Comments and posted on TRPA's website (I herein incorporate her comments in this appeal as Exhibit 9. It's a caring and thoughtful comment letter from Ms. Carthan raising a number of issues with potentially significant effects not addressed in the City staff report and inconsistencies with City and TRPA policies. The comment letter speaks for itself and I provide it as an example of how valuable public input has been and is thwarted by TRPA's deficient project reviews, its failures to conduct environmental impact studies, its failure to give adequate notice to the public and its public steam-rolling generally in service to its permit clients and its own narrow self-interests. Those deficiencies are further promulgated with the MOUs and TRPA's Kangaroo-Court of Appeals which is why the City should abandon the current MOU and send it to the "junk" folder.

I will mention Ms. Carthan notes potential impacts to "scenic thresholds" with construction of the four-story high-rise, and that several TRPA threshold indicator viewpoints are on or near the project site. The project is within a "non-attainment" area with regard to TRPA scenic thresholds; the Initial Environmental Checklist states that impacts are mitigated because the project meets standards of the Scenic Quality Improvement Program. Just my opinion, but I don't think this behemoth structure is going to improve the quality of anyone's "scenic view" of anything, they will see only the structure. The staff report indicates a number of TRPA thresholds were evaluated. Scenic evaluation was not included. I don't know why. My guess is it somehow doesn't matter in Area Plans, gets an exemption.

I noted that, in typical fashion, the applicant submitted a "geotechnical report" for the deep foundation design indicating "no impacts to ground water." Under the MOU the City refers these matters to TRPA, where TRPA will later approve the deficient report as a proper groundwater investigation, though it is not, in a back room at the office where no one will ever know unless they track the approval down through TRPA's project database. TRPA doesn't have a ground water protection program, doesn't have expertise; it has an "exception" program for ignoring significant ground water impacts and doesn't even follow that. Trust me, I sued TRPA in federal

court over their failings in that regard and the facts stand. Read the Court filings attached to my Petition to TRPA.

Traffic and evacuation in the event of wildfire are not addressed in the staff report though the project sits in the heart of one of the busiest intersections in the City, where Highway 50 and Pioneer Trail meet. There is no discussion of traffic impacts in the staff report or Findings. The Initial Environmental Checklist indicates "NO" increase in traffic hazards to motor vehicles, bicyclists or pedestrians, with no discussion, despite Commissioner Williams' voiced but unmitigated concerns with people-car and bike-car interactions. Ms. Carthan also raises these same traffic safety issues in her comments to TRPA, and other health and safety issues. The only discussion of traffic is on page 11 and mainly discusses the exemption to Vehicle Miles Traveled emissions standards and says the project meets parking standards; however, the staff presentation to the Planning Commission indicated parking standards were not met, and were allowed some exception or another not discussed in the written materials, or conflicting.

To highlight regional concerns with wildfire and evacuation planning, among other things, I am attaching a letter from Tahoe Clean Air (non-profit organization) to TRPA for a planning retreat held April 27, 2025 which adequately represents some my concerns. Mr. Flaherty has been commenting to TRPA on these fire and evacuation issues for years with entirely inadequate response, or none, from the TRPA. Meanwhile, TRPA and others are intent on potentially making evacuation more difficult, and thereby endangering lives, while not addressing the planning needs identified to protect public safety. The Tahoe region has been set up for a Lahaina or Paradise wildfire disaster, with congestion in town centers likely to make matters worse. The main point: little or no policy/planning in matters of public safety in this regard from the region's principal planning agency. It's not a priority. This project, located at one of the most significant traffic bottlenecks in the City is a case in point, with absolutely no analysis or consideration of public safety in the event of wildfire from the City (or TRPA) for this project – or any other under their FONZEs. Note that Checklists prompt discussion of these critical public safety matters which are routinely ignored, blindly dismissing potentially significant impacts.. See Exhibit 10.

These are but a few of the glaring planning deficiencies I could point out, typical of what I see on most TRPA projects with their Checklist approach to planning, duplicated here. I know City also uses Checklists to implement CEQA. The problem isn't the Checklist, which is simply a starting point. The issue is more with the level of analyses of the items in the Checklists so frequently just glossed over, with opportunities for public input severely limited by time and generally given no consideration anyway, as with Mr. Flaherty or myself. Both TRPA and City need to give more weight public input and facilitate public participation. Both agencies need to do the public the minimal service of posting on your websites current lists of applications received and project descriptions, links to project info in your database, and anticipated hearing schedules to encourage and facilitate public input given your short timelines for comments. Let the public know what's coming. (If it doesn't happen soon I'll likely start making timely routine regular

public record requests for same from each agency and submit the results myself as public interest comments for posting on TRPA's meeting website, with a moniker of shame for not minimally serving the public in this way.)

Conclusion: Uphold the Appeal

The City Council must uphold this appeal and comply with applicable laws and legal limitations on its authorities in these non-discretionary matters. City must cease trying to be TRPA for these project and permit approvals. Fulfill your duties under public meeting law, records administration, CEQA compliance and City permits implementing City Code. My Petition explains that under the Compact TRPA was given a higher charge to protect Lake Tahoe than provided by CEQA. CEQA provides statewide requirements for environmental planning reviews in California, and is what it is, but it's not the Compact. TRPA acted, in essence, to say CEQA is the standard we will apply at Lake Tahoe, forgetting their higher charge, usurping the public's civil rights and the Compact in the process by implementing illegal regulations for environmental review and project permitting. (They weren't as smart or didn't have as many lawyers as the Legislature that put together CEQA.) Then TRPA illegally delegated its mandated duties to the local governments.

The elected officials in my fair City must cease and desist from aiding and abetting TRPA in its fraudulent and illegal activities under the MOU. Either that or more appeals and/or other actions will be incumbent on the people to bring forward until the ship of state at Lake Tahoe is righted by bringing agency actions into compliance with law. The restoration of Lake Tahoe will follow the restoration of the rule of law at Lake Tahoe and we'll all be much better off.

In closing I would like to thank Director Hitchcock and the City Clerk for their timely responses to my requests for public records needed to prepare the appeal in this matter.

Respectfully, uphold the appeal.

Sincerely,

Alan Miller, Civil and Environmental Engineer

P.O. Box 7526, South Lake Tahoe CA 96158

Exhibits:

1. July 2015 City-TRPA Memorandum of Understanding

2. March 2015 Notice of Liability to TRPA/Petition to Redress Grievances
3. April 17, 2025 Staff Report to Planning Commission
4. June 17, 2014 City Staff Report on MOU
5. July 15, 2015 City Staff Report for MOU Adoption
6. July 15, 2015 City Council Meeting Minutes
7. April 2025 email from City Clerk re Public Records Administration
8. April 17, 2025 Carthan email to City, Public Interest Comments
9. April 21, 2025 Carthan email to TRPA, Public Interest Comments
10. April 22, 2025 Tahoe Clean Air comment letter to TRPA re Wildfire Evacuation Planning

CITY OF SOUTH LAKE TA

RESOLUTION NO. 1992-49

A RESOLUTION OF THE CITY OF SOUTH LAKE TAHOE
SETTING FORTH A CODE OF ETHICS
RELATING TO ADMINISTRATION

WHEREAS, the City Council of the City of South Lake Tahoe wishes to provide guidance to elected and appointed City officials and to City employees in their conduct while discharging their public responsibilities;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SOUTH LAKE TAHOE that:

The Council of the City of South Lake Tahoe hereby adopts the Code of Ethics set forth below:

## CODE OF ETHICS

### Applicability and Enforcement

These provisions shall be guidelines as to the City Council members, the City Clerk and City Treasurer. These provisions shall be binding as to all appointed City Commissioners, the City Manager and the City Attorney and shall be in addition to any other penalties or remedies provided by law. Any violation of the provisions of this chapter shall constitute a cause for suspension, removal from office or employment or other disciplinary action after notice and hearing conducted by the appropriate appointed authority.

In the event of allegation of a violation of this ordinance as to any appointed commissioner, a hearing panel consisting of the Mayor, the City Manager and the City Attorney shall convene within 30 days of the filing of the allegation to determine if substantial evidence exists concerning the alleged violation and if so, the matter shall be forwarded to the City Council within 30 days of any such determination for appropriate action at a regular or special meeting.

In the event of allegation of a violation concerning the City Manager or City Attorney, a Council subcommittee shall be appointed by the Mayor to hear any such allegations within 30 days of the filing of the allegation and determine if substantial evidence exists to support the allegation. If so, it shall be forwarded within 30 days of any such determination to the full City Council for appropriate action.

With regard to all other City employees, these provisions shall constitute guidelines to be utilized by the appointing authority for purposes of performance evaluation under the applicable City personnel rules and policies.

## General Rule with Respect to Conflicts of Interest

Persons in the public service shall not engage in nor shall they have any interest, direct or indirect, in any business or transaction, nor incur any obligation which is in substantial conflict with the proper discharge of their official duties in the public interest or which impairs their independence of judgement in the discharge of such duties. If, however, persons in the public service have financial interests in matters coming before them, or before the department in which they are employed, they shall disqualify themselves from any participation therein.

## Actions and Conduct Designed to Build Public Confidence

Persons in the public service shall not only be ever conscious that public service is a public trust but also shall be impartial and devoted to the best interests of the City, and shall so act and conduct themselves, both inside and outside the City's service, as not to give occasion for distrust of their impartiality or of their devotion to the City's best interests. Each person taking the oath of office to enter City service shall be held accountable to the terms of this Code of Ethics.

## Acceptance of Favors and Gratuities

A) Persons in the public service shall not accept money or other consideration or favors from anyone other than the City, for the performance of an act which they would be required or expected to perform in the regular course of their duties.

B) Persons in the public service shall not accept any gifts, gratuities or favors of any kind which might reasonably be interpreted as an attempt to influence their action or actions with respect to city business, or as a reward for performance of a service rendered in the course of their official duties.

No person in the public service shall accept favors or gratuities which, as a general guideline, collectively exceed $1,000 in any one

year from any person or entity or any combination of person or entities. Any such favors or gratuities shall be disclosed in accordance with the applicable provisions of the Fair Political Practices Act and its regulations.

Excluded from the $1,000 amount are favors or gratuities when received as the authorized representative or delegate of the City at a function to which an official invitation was extended.

This section also excludes campaign contributions properly disclosed under the Fair Political Practices Act and its regulations.

## Use of Confidential Information

Persons in the public service shall not disclose confidential information acquired by or available to them in the course of their employment with the City, or use such information for speculation or personal gain.

## Use of City Employment and Facilities for Private Gain

Persons in the public service shall not use, for private gain or advantage, their city time or the City's facilities, equipment or supplies, nor shall they use or attempt to use their position to secure unwarranted privileges or exemptions for themselves or others.

## Use of City Equipment

The following rules govern the personal use by employees of City owned equipment, other than motor vehicles.

1. No City equipment will be used by an employee in his or her private business.

2. No City equipment will be removed from the City premises where it is normally kept, for an employee's personal use unless such equipment is available to the general public.

3. With permission of their supervisor, employees may use City equipment occasionally for personal tasks, as long as these tasks are performed on the employee's own time and the equipment is not removed from the premises where it is normally kept.

4. Employees will be responsible for any damage to City equipment occurring during their personal use thereof.

5. Employees will reimburse the City for any supplies consumed in their personal use of City equipment.

6. The City's letterhead will not be used for personal

correspondence or in personal business correspondence.

7. Individual departments may establish stricter rules governing the use of specific types of equipment.

## Contracts with the City

Persons in the public service shall not exercise any discretionary powers for, or make any recommendations on behalf of or to the City or any department or officer thereof with respect to any contract or sale to which the City or any department thereof is a party and in which such persons shall knowingly be directly or indirectly financially interested.

## Outside Employment Impairing Service to the City

Persons in the public service shall not engage in outside employment or business activity which involves such hours of work or physical effort that it would or could be reasonably expected to substantially reduce the quality or quantity of work or interfere with such persons' giving a full day's labor for a full day's pay.

## Outside Employment Incompatible with Official Duties

Persons in the public service shall not engage in any outside employment which involves the performance by them of any work which will come before them as officers or employees of the City, or under their supervision, for approval or inspection; provided that nothing in this paragraph shall be taken to limit in any manner the outside employment of such persons where the interests of the City are protected under the applicable provisions of the City personnel rules.

## Personal Investments

Persons in the public service shall not make personal investments in enterprises which they have reason to believe may be involved in decisions or recommendations to be made by them, or under their supervision, or which will otherwise create a substantial conflict between their private interests and the public interest. If, however, persons in the public service have financial interests in matters coming before them, or before the department in which they are employed, they shall disqualify themselves from any participation therein.

## Discussion of Future Employment

Persons in the public service shall not negotiate for future employment outside the city service with any person, firm or

organization known by such persons to be dealing with the City concerning matters within such persons' areas of responsibility or upon which they must act or make a recommendation.

**Conduct with Respect to Performance on the Job**

Persons in the public service shall perform their duties earnestly, economically and efficiently.

**Activities Incompatible with Official Duties and the Reporting of Improper Government Activities**

Persons in the public service shall not engage in any improper governmental activity or in any actions or practices which would interfere with the proper performance of the duties of others. Persons in the City service are strongly encouraged to fulfill their own moral obligations to the City by disclosing to the extent not expressly prohibited by law, improper governmental activities within their knowledge. No officer or employee of the City shall directly or indirectly use or attempt to use the authority or influence of such officer or employee for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose such improper activity.

**Loyalty**

Persons in the public service shall uphold the Constitutions of the United States and California, and duly enacted laws of the United States, the State of California, the City of South Lake Tahoe.

**Affirmative Action**

Persons in the public service **shall not**, in the performance of their service responsibilities, **discriminate** against any person on the basis of race, religion, color, creed, age marital status, national origin, ancestry, sex, or handicap and they shall cooperate in achieving the equal employment opportunity and affirmative action goals and objectives of the City.

**Future Employment**

It shall be improper for any former officer or employee to appear as a compensated representative at any time before the Council, or any of its agencies in which they were formerly employed, in connection with any case or other matter in which such former officer or employee was duly connected in a policy-making capacity or managerial capacity while an officer or employee of the City for six (6) months following the termination of the officer or employee.

Such officer or employee may be released from the obligation imposed by the provisions of this section upon the submission of a written request to the Council in advance of his/her proposed appearance and a certification that, while an officer or employee of the City, took no action or obtained no information which would prejudice his/her conduct or presentation, either at the time he/she was an officer or employee, or at the time of the presentation.

PASSED AND ADOPTED by the City Council of the City of South Lake Tahoe at a _____ regular meeting held on June 2, 1992, by the following vote:

AYES: Councilmembers KLEIN, COLE, WOODS & OSTI

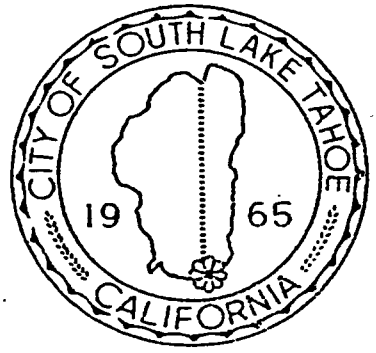
NOES: Councilmembers _____

ABSENT: Councilmembers Hembrow

Mayor Pro Tem

ATTEST:

Angela Peterson
City Clerk
(City Seal)



# ADDITIONAL COMMENTS RECEIVED FROM TAHOECLEANAIR.ORG DATED JUNE 10, 2026 AND RESPONSES TO COMMENTS

TAHOECLEANAIR.ORG

June 10, 2026

**To:** PublicComment@cityofslt.gov and jhitchcock@cityofslt.gov

**Cc:** Tahoe Regional Planning Agency, Lahontan Regional Water Quality Control Board, California Tahoe Conservancy, and Tahoe Regional Planning Agency

**RE: Agenda Item 3. - City of South Lake Tahoe Planning Commission Meeting June 11, 2026 – Public Comment – Agenda Item 3:**

*Requested Action / Suggested Motions: Adopt a Resolution: 1) Finding that the Initial Study/Mitigated Negative Declaration reflects the City's independent judgment and analysis: 2) Finding that there is no substantial evidence that the proposed Tahoe Keys Marina Redevelopment Project will have a significant effect on the environment; 3) Adopting the Tahoe Keys Marina Redevelopment Project Initial Study/Mitigated Negative Declaration; and 4) Approving the Major Design Review, Special Use Permit, and Variance, File #DR25-007. CEQA Determination: The Mitigated Negative Declaration concludes that the Project will have no significant impacts to the environment with the mitigation measures that will be implemented.*

***Disclaimer:*** *These substantive comments are submitted on behalf of the Tahoe Sierra Clean Air Coalition (TSCAC) and are based on publicly available information, research, and analysis. They do not constitute legal advice.*

***Supporting Materials and Attachments:*** *Due to the volume of referenced materials, a consolidated Attachment Page with direct electronic links to all supporting documents (including the PyroAnalysis/Ladris Evacuation Analysis, TRPA presentations, Regional Evacuation Plan, 2025 Tahoe Basin CWPP, Mahmoud (2024) publication, Upper Truckee Marsh restoration documents, and others) is provided as a separate reference page. All materials are publicly available or accessible via the links. TSCAC reserves the right to provide hard copies upon request. References throughout this letter to "Attachment A," "Attachment B," etc., correspond to the items on the Attachment Page.*

**Commission Chair and Members:**

The Tahoe Sierra Clean Air Coalition (**TSCAC**), doing business as TahoeCleanAir.org, is a Nevada-based 501(c)(3) nonprofit organization registered to do business in the State of California. TSCAC is dedicated to protecting air quality and water quality in the Lake Tahoe Basin, advancing

safe and effective wildfire evacuation, and promoting transparency and accountability in government decision-making. Our organizational purpose extends to ensuring that environmental protection, public safety, and sound governance remain central to all actions affecting the Basin and to all matter's incidental to our primary charitable purposes.

TSCAC requests that the City of South Lake Tahoe immediately withdraw the Draft IS/MND and prepare a full Environmental Impact Report (EIR) under CEQA. Because the Project also requires Tahoe Regional Planning Agency (TRPA) approvals and may affect TRPA Environmental Threshold Carrying Capacities, TSCAC further requests coordinated environmental review with the TRPA, including preparation of a corresponding TRPA Environmental Impact Statement (EIS) as required under TRPA procedures.

## I. INTRODUCTION

### A. Project Description and Procedural History

The Project, as described in the Initial Study / Mitigated Negative Declaration ("IS/MND") circulated by the City, proposes the comprehensive redevelopment of the Tahoe Keys Marina located at 2435 Venice Drive, South Lake Tahoe, California 96150, on Assessor's Parcel Numbers 022-210-032, 022-210-040, and 022-210-041, encompassing approximately 16.5 acres. The Project applicant is Tahoe Keys SMI, LLC ("TKSMI"), an affiliate of Suntex Marinas. The document bears State Clearinghouse Number 2026040227 and TRPA File Number ERSP2025-0602.

In broad terms, the Project proposes demolition of three existing marina buildings, ancillary structures, parking lots, and utility infrastructure, and the construction of: (1) an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks; (2) three workforce housing units; (3) approximately 60,000 square feet of restaurant, retail, and office space distributed among four new two-story buildings; (4) an approximately 23,250-square-foot marina support building; (5) an approximately 65,000-square-foot water and fire flow storage tank; (6) replacement of the existing bulkhead bordering the Tahoe Keys Lagoon; (7) relocation of the existing boat launch and gantry crane; (8) site-wide stormwater best management practice ("BMP") infrastructure; (9) a public waterside promenade and multimodal connectivity improvements; and (10) formal approval of sixty-six (66) previously unrecognized boat slips, increasing the total recognized slip count from the 239 slips contemplated in the 2001 Tahoe Keys

Marina Master Plan to 305 recognized slips — an increase authorized by the TRPA Settlement Agreement approved November 20, 2024. The Project also requires amendment to TRPA Code of Ordinances Chapters 37 and 90.

The Tahoe Regional Planning Agency ("TRPA") Regional Plan Committee received an informational briefing on the Project on March 18, 2026. No TRPA approval has been granted to date. The waterways directly affected by or adjacent to the Project include Lake Tahoe, the Upper Truckee River, Trout Creek, and the three interconnected Tahoe Keys Lagoons comprising approximately 170 acres.

The city reinstated the public review period for the IS/MND from May 1, 2026 through June 1, 2026, at 5:00 p.m. TSCAC's comments were submitted on or before the June 1, 2026 deadline. TSCAC re-adopts those comments here as part of the record.

Although the City repeatedly characterizes this review as limited to upland facilities, the Project itself is inseparable from water-dependent infrastructure, including relocation of the boat launch, replacement of lagoon-side bulkheads, marina operations, circulation systems, and shoreline interface improvements. The Project description itself demonstrates substantial interdependence between upland and aquatic components. Environmental review may not segment functionally interdependent project elements merely because jurisdiction is divided among agencies.

**B. Statutory and Regulatory Basis for Comments**

These comments are submitted pursuant to the California Environmental Quality Act ("CEQA"), California Public Resources Code sections 21000 through 21189.5, and the State CEQA Guidelines, Title 14 of the California Code of Regulations, sections 15000 through 15387. These comments are further submitted in accordance with the City's established public comment process and the requirements of CEQA Guidelines section 15105, which governs public notice and comment periods for Negative Declarations and Mitigated Negative Declarations.

**C. Requests for Record Inclusion and Written Response**

I respectfully request that all comments and information contained in this letter, and in the attachments hereto, be entered into the administrative record for the Project in their entirety.

The obligation to consider and meaningfully address substantive environmental comments is not merely procedural; it ensures that decision-makers and the public have the benefit of informed deliberation before project approval. Inadequate, conclusory, or unsupported responses to substantive technical and legal comments may undermine the evidentiary basis for the City's action.[1.]

**D. Preservation of Legal Rights and Exhaustion of Administrative Remedies**

By submitting these comments, I expressly preserve all legal rights to challenge the IS/MND, any Mitigated Negative Declaration adopted thereon, and any subsequent approvals of the Project in any court of competent jurisdiction.

**E. Overview of Principal Contentions**

For the reasons set forth in detail in the sections that follow, it is my considered view that the IS/MND prepared for the Tahoe Keys Marina Redevelopment Project is legally and technically deficient, and that a full Environmental Impact Report ("EIR") is required under CEQA before the Project may lawfully proceed. The principal deficiencies of the IS/MND, addressed in detail below, include:

1. The IS/MND fails to analyze, or grossly under analyzes, the Project's contribution to wildfire evacuation risk in a Basin already identified as acutely vulnerable to life-threatening evacuation bottlenecks during wildfire events;
2. The IS/MND fails to provide an adequate analysis of hydrology, water quality, and stormwater management, particularly in light of the high-water-table conditions of the former wetland site and the ecological sensitivity of the Tahoe Keys Lagoon system;
3. The IS/MND fails to adequately address the Project's impacts on aquatic invasive species, which constitutes one of the most serious and immediate threats to the ecological integrity of Lake Tahoe;

4. The IS/MND does not demonstrate compliance with the Tahoe Regional Planning Agency's threshold standards and improperly bifurcates the analysis of connected TRPA actions in violation of CEQA's anti-piecemealing mandate;
5. The IS/MND's mitigation measures are vague, deferred, and legally unenforceable;
6. The IS/MND fails to consider a reasonable range of project alternatives; and
7. The IS/MND's cumulative impact analysis is perfunctory and inadequate.

Each of the deficiencies identified herein, individually and cumulatively, together with the analysis and supporting evidence contained in Appendix A, entitled "Response to Final IS/MND Responses to Tahoe Sierra Clean Air Coalition Comments – Deficiencies in the Final IS/MND Responses," provides substantial evidence supporting a fair argument that the Project may result in significant environmental effects. Under CEQA's Fair Argument Standard, the existence of such substantial evidence precludes adoption of a Mitigated Negative Declaration and requires preparation of a full Environmental Impact Report.

**F. SUMMARY OF IS/MND FINDINGS CHALLENGED IN THIS COMMENT LETTER**

The Tahoe Keys Marina Redevelopment IS/MND repeatedly concludes that Project impacts will be less than significant, less than significant with mitigation incorporated, or otherwise concludes that preparation of a Mitigated Negative Declaration is appropriate because the Project will not result in significant environmental impacts.

However, as discussed throughout this comment letter, the IS/MND fails in multiple instances to provide substantial evidence supporting these impact determinations because the IS/MND omits critical analyses, relies upon incomplete information, contains unsupported assumptions, fails to adequately evaluate potentially significant environmental impacts, or otherwise lacks the evidentiary foundation necessary to support the conclusions reached.

Accordingly, substantial evidence exists supporting a fair argument that the Project may result in significant environmental impacts requiring preparation of a full Environmental Impact Report ("EIR") under CEQA and a corresponding Environmental Impact Statement ("EIS") under TRPA requirements.

To the extent the Planning Commission recommends approval of the challenged impact determinations, or the City ultimately adopts the challenged findings despite the evidentiary deficiencies identified herein, such actions may constitute prejudicial abuse of discretion, arbitrary and capricious decision making, failure to proceed in the manner required by law, and adoption of findings unsupported by substantial evidence.

The following summary identifies the specific findings, impact determinations, and conclusions within the Tahoe Keys Marina Redevelopment Project IS/MND that are challenged in this comment letter.

For each finding, substantial evidence is lacking, the supporting analysis is incomplete, or substantial evidence exists supporting a fair argument that the Project may result in significant environmental impacts requiring preparation of a full Environmental Impact Report (EIR) and corresponding Tahoe Regional Planning Agency Environmental Impact Statement (EIS).

1. **IS/MND SECTION: 4.4 BIOLOGICAL RESOURCES**

*IS/MND IMPACT DETERMINATION*
*Biological impacts will be Less Than Significant with Mitigation Incorporated.*

*BASIS FOR CHALLENGE:*
The IS/MND fails to provide substantial evidence demonstrating that mitigation measures will fully address Aquatic Invasive Species (AIS) transport risks, wetland impacts, habitat impacts, cumulative ecological effects, and long-term biological resource impacts associated with redevelopment of the marina facility.

2. **IS/MND SECTION: 4.10 HYDROLOGY AND WATER QUALITY**

*IS/MND IMPACT DETERMINATION*
*Hydrology and Water Quality impacts will be Less Than Significant with Mitigation Incorporated.*

*BASIS FOR CHALLENGE:*
The IS/MND fails to provide substantial evidence supporting assumptions regarding infiltration performance, groundwater conditions, stormwater treatment effectiveness, protection of Lake Tahoe water quality, and consistency with Outstanding National Resource Water (ONRW) protections.

*POTENTIAL CEQA / REGULATORY DEFICIENCIES:*

- Clean Water Act §§401, 404
- CEQA Appendix G Hydrology
- TRPA Water Quality Thresholds
- Lake Tahoe TMDL
- ONRW Protections

### 3. IS/MND SECTION: 4.15 PUBLIC SERVICES

*IS/MND IMPACT DETERMINATION:*
Public Service impacts will be Less Than Significant.

*BASIS FOR CHALLENGE:*
The IS/MND fails to provide substantial evidence demonstrating that police, fire, emergency medical, and emergency management resources can adequately accommodate increased Project occupancy, visitor concentrations, and emergency response demands.

### 4. IS/MND SECTION: 4.17 TRANSPORTATION

*IS/MND IMPACT DETERMINATION:*
Transportation impacts will be Less Than Significant.

*BASIS FOR CHALLENGE:*
The IS/MND fails to provide substantial evidence supporting this finding because no evacuation demand analysis, evacuation throughput analysis, emergency traffic simulation, roadway clearance analysis, or cumulative evacuation analysis was performed.

*POTENTIAL CEQA / REGULATORY DEFICIENCIES CEQA Guidelines §15064*

- Appendix G Transportation
- SB 743
- CEQA Guidelines §15130 (Cumulative Impacts)

### 5. IS/MND SECTION: 4.20.3(a) WILDFIRE

*IS/MND IMPACT DETERMINATION:*
*The Project would not substantially impair an adopted emergency response plan or emergency evacuation plan.*

*CONCLUSION:*
*Less Than Significant Impact.*

*POTENTIAL CEQA / REGULATORY DEFICIENCIES*

- CEQA Guidelines §15064(g)
- Public Resources Code §21082.2
- CEQA Appendix G Wildfire Checklist
- CEQA Guidelines §15126.2
- CEQA Guidelines §15065
- Tahoe Basin Community Wildfire Protection Plan (2025)
- Lake Tahoe Regional Evacuation Plan (2024)

*BASIS FOR CHALLENGE:*
The IS/MND fails to provide substantial evidence supporting this finding.

The IS/MND analysis relies primarily upon three assertions:
(1) the Project does not physically modify evacuation routes;
(2) the city maintains an emergency notification system through CodeRED; and
(3) an adopted evacuation map exists for Tahoe Keys.

These statements do not constitute substantial evidence supporting the conclusion reached.

The existence of an emergency evacuation map does not itself demonstrate that evacuation capacity is adequate.

*The IS/MND identifies the existence of the Tahoe Keys evacuation map but provides no project-specific analysis whatsoever regarding:*

- evacuation route capacity;
- roadway throughput;
- evacuation clearance times;
- peak occupancy conditions;
- seasonal visitor loading;
- project-generated evacuation demand;
- interaction between marina visitors and residential evacuation traffic;
- performance of evacuation routes under **no-notice**[1] wildfire scenarios;
- compatibility between increased occupancy and evacuation assumptions underlying the evacuation map; or

[1] **US DOT Federal Highway Administration** - A little- or no-notice incident is one that occurs unexpectedly or with minimal warning. The lack of warning and the quick response time required introduce distinct challenges for evacuating at-risk populations. No-notice incidents do not provide emergency responders sufficient time to prepare for a specific incident. This greatly affects agencies' abilities to pre-activate emergency protocols, pre-position needed assets, and warn and direct the public. No-notice evacuations ***require a significantly different approach to planning than advance-notice evacuations*** because they will be based on a set of capabilities and strategies that will likely be more limited in the time and resources available for implementation.

• whether the Project remains consistent with evacuation planning assumptions used to develop the Tahoe Keys evacuation framework.

The relevant CEQA question is not whether evacuation routes physically change.

The relevant question is whether the Project increases demand upon constrained evacuation infrastructure.

The Project proposes approximately 60,000 square feet of new visitor-serving commercial space, expanded marina operations, workforce housing, public promenade facilities, increased boat storage capacity, and increased public occupancy within a peninsula-like environment dependent upon constrained roadway access.

No evacuation modeling, emergency traffic simulation, occupant loading analysis, evacuation throughput analysis, or clearance-time analysis was performed.

Because the City relies upon the existence of an evacuation map without analyzing whether the Project is compatible with the assumptions underlying that evacuation framework, the less-than-significant finding lacks substantial evidence.

**6. IS/MND SECTION: 4.20.3(b) WILDFIRE**

*IS/MND IMPACT DETERMINATION:*

The Project would not exacerbate wildfire risks or expose occupants to wildfire hazards.

*CONCLUSION:*

Less Than Significant Impact.

*BASIS FOR CHALLENGE:*

The IS/MND fails to provide substantial evidence supporting this finding because no wildfire spread analysis, ember transport analysis, structure-to-structure fire propagation analysis, built-environment fire spread analysis, or community-scale wildfire modeling was performed. Recent peer-reviewed wildfire science (Mahmoud 2024) demonstrates that wildfire vulnerability depends upon both vegetation conditions and built-environment fire propagation. The IS/MND evaluates vegetation-related wildfire hazards while omitting critical built-environment fire propagation mechanisms identified in contemporary wildfire literature.

*POTENTIAL CEQA / REGULATORY DEFICIENCIES*

- CEQA Guidelines §15064
- Appendix G Wildfire Checklist
- PRC §21083
- Mahmoud (2024)

- TRPA Environmental Threshold Carrying Capacities

### 7. IS/MND SECTION: 4.20.3(c) WILDFIRE

*IS/MND IMPACT DETERMINATION:*
The Project would not require infrastructure that may exacerbate fire risk or create ongoing fire-related environmental impacts.

*CONCLUSION:*
Less Than Significant Impact.

*BASIS FOR CHALLENGE:*
The IS/MND fails to provide substantial evidence supporting this finding because no project-specific analysis was performed regarding increased fire risks associated with marina operations, fuel storage facilities, boat storage facilities, expanded utility infrastructure, increased occupancy, or emergency response complexity.

### 8. IS/MND SECTION: 4.20.3(d) WILDFIRE

*IS/MND IMPACT DETERMINATION*:
The Project would not expose people or structures to significant post-fire flooding, erosion, landslide, runoff, slope instability, or drainage hazards.

*CONCLUSION:*
Less Than Significant Impact.

*BASIS FOR CHALLENGE:*
The IS/MND fails to provide substantial evidence supporting this finding because no project-specific post-fire hazard analysis was prepared evaluating post-fire runoff, sediment transport, drainage system performance, marsh impacts, lagoon impacts, or downstream flooding effects.

### 9. IS/MND SECTION: 4.21 MANDATORY FINDINGS OF SIGNIFICANCE

*IS/MND IMPACT DETERMINATION:*
The Project will not substantially degrade environmental quality, substantially reduce habitat, create cumulatively considerable impacts, or cause substantial adverse effects on human beings.

*CONCLUSION:*
No Significant Unavoidable Impact.

*BASIS FOR CHALLENGE:*
The City cannot lawfully reach this conclusion where substantial evidence supporting multiple

underlying environmental findings is absent and where substantial evidence supporting a fair argument of significant environmental impacts exists within the administrative record.

*POTENTIAL CEQA / REGULATORY DEFICIENCIES CEQA*
Appendix G XIV
PRC §21083
CEQA Guidelines §15065

### 10. CUMULATIVE IMPACTS

*IS/MND IMPACT DETERMINATION:*
*Cumulative impacts are less than significant.*

*BASIS FOR CHALLENGE:*

*The IS/MND fails to analyze cumulative impacts associated with:*

- increasing Basin visitation;
- wildfire evacuation loading;
- AIS management efforts;
- restoration investments;
- climate-driven wildfire risks;
- ongoing South Shore development projects.
  The cumulative impact analysis is conclusory and lacks substantial evidence.

### 11. OVERALL CEQA DETERMINATION

*IS/MND IMPACT DETERMINATION:*
Preparation of a Mitigated Negative Declaration is appropriate, and the Project will not result in significant environmental effects following mitigation.

*CONCLUSION:*
Finding of No Significant Impact (FONSI) / Mitigated Negative Declaration.

The remainder of this comment letter provides the factual, technical, scientific, and legal basis supporting each of the challenged findings identified above.

## II. MITIGATED NEGATIVE DECLARATION VERSUS ENVIRONMENTAL IMPACT REPORT — THE FAIR ARGUMENT STANDARD

**A.** The Fair Argument Standard

The threshold legal question presented by this proceeding is whether the City of South Lake Tahoe may lawfully approve the Tahoe Keys Marina Redevelopment Project on the basis of a Mitigated Negative Declaration, or whether CEQA compels the preparation of a full Environmental Impact Report. For the reasons set forth throughout this letter, substantial evidence supports a fair argument that preparation of an EIR is required..

Under CEQA, an agency must prepare an EIR whenever substantial evidence in the whole record supports a fair argument that a project *may* have a significant effect on the environment.[2] This is the so-called "fair argument" standard, and it is intentionally a low threshold. The standard does not require proof of actual significant environmental effects; it requires only that there be substantial evidence from which a reasonable person could conclude that the project *may* cause significant harm.[3] The California Supreme Court has confirmed that the fair argument standard is the most protective of all CEQA standards of review, and that when substantial evidence supports a fair argument that significant effects may occur, the agency has no discretion to adopt a Negative Declaration or Mitigated Negative Declaration — the EIR is mandatory.[4]

The standard is well-established in California jurisprudence. In *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, the California Supreme Court articulated the foundational principle that CEQA must be interpreted to afford maximum protection to the environment, and that doubts regarding the need for an EIR must be resolved in favor of environmental review. The Court emphasized that the EIR is "the heart of CEQA" — the mechanism by which the Legislature intended to ensure that decision-makers have the information necessary to make informed, environmentally conscious choices.[5]

In *Pocket Protectors v. City of Sacramento* (2004) 124 Cal.App.4th 903, the Court of Appeal reiterated that the fair argument standard applies even where an agency has commissioned studies that purport to show no significant effect — if other substantial evidence supports a fair argument that significant effects may occur, the EIR obligation is triggered regardless of whether the agency's own consultants reached a contrary conclusion.[6] Similarly, in *Laurel Heights Improvement Association v. Regents of the University of California* (1988) 47 Cal.3d 376, the

Supreme Court held that an EIR must "contain facts and analysis, not just bare conclusions," and that an agency's conclusory findings of no significant impact are legally insufficient where substantial contrary evidence exists.[7]

CEQA Guidelines section 15064(g) reinforces this principle by specifying that "[i]n marginal cases where it is not clear whether there is substantial evidence that a project may have a significant effect on the environment, the lead agency shall be guided by the following principle: if in doubt, an EIR should be prepared."[8] This is not merely aspirational guidance; it is a binding rule of decision for lead agencies confronting ambiguous evidence.

In the present case, the evidence of potentially significant environmental effects — as to wildfire and evacuation risk, AIS disturbance, hydrological impacts, and cumulative effects on Lake Tahoe — is not merely marginal or ambiguous. It is substantial, documented, and legally compelling. The city cannot lawfully resolve this evidence in favor of a Mitigated Negative Declaration.

The record before the city now contains substantial additional technical information regarding aquatic invasive species management, marina operations, dredging compatibility, snow storage, endangered species considerations, stormwater feasibility, and marina permitting requirements. Whether these issues ultimately require new mitigation or project redesign, they collectively undermine the conclusion that no substantial evidence supports a fair argument of potentially significant environmental effect

**B. The Mitigation Commitment Problem**

Even assuming, for the sake of argument, that the City could demonstrate that mitigation measures are available to reduce all potentially significant effects of the Project to below a level of significance — a showing the City has decidedly not made — the IS/MND would still be legally defective because numerous mitigation measures fail to satisfy CEQA's definiteness requirement.

A Mitigated Negative Declaration may lawfully be adopted only when mitigation measures are fully specified and committed to *before* adoption of the MND, such that the agency can find, with confidence, that the project as mitigated will not have significant effects on the environment.[9] This

requirement is not a technicality. It is the essential foundation of the MND process, because the MND substitutes the agency's pre-adoption commitment to specific mitigation for the rigorous

environmental analysis — alternatives comparison, detailed impact quantification, independent response to comments — that an EIR would provide. When mitigation is vague, deferred, or conditioned on future discretionary determinations, the predicate for adopting an MND disappears.

In *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, the Court of Appeal held that an MND is legally inadequate when it relies on mitigation measures that will be determined and implemented at some future date, rather than being specified with particularity before MND adoption.[10] The court specifically noted that deferring the formulation of mitigation to the permitting stage defeats the purpose of environmental review under CEQA, because it deprives the public and decision-makers of the ability to evaluate whether the mitigation is actually adequate.

CEQA Guidelines section 15126.4 requires that mitigation measures be "fully enforceable through permit conditions, agreements, or other measures." A mitigation measure that directs the applicant to "consider" a mitigation approach, to implement measures "to the extent feasible," or to use "best available" practices without specifying what those practices are and how they will be verified, does not satisfy this standard. As the court observed in *Sacramento Old City Association v. City Council* (1991) 229 Cal.App.3d 1011, vague commitments to future mitigation are the legal equivalent of no mitigation commitment at all, because they provide no assurance that any particular level of impact reduction will actually be achieved.[11]

A review of the IS/MND for the Tahoe Keys Marina Redevelopment Project reveals precisely the kind of vague, deferred, and legally insufficient mitigation language that these authorities have condemned. Mitigation measures addressing AIS disturbance, construction turbidity, groundwater management, and wildfire evacuation impacts variously employ language such as "shall be considered," "to the extent feasible," "best management practices," and "consistent with applicable regulations." None of these formulations provides the specificity, enforceability, or pre-commitment required by CEQA. These deficiencies are addressed in detail in Section XIV of this letter.

### C. The Piecemealing Prohibition

A distinct and independently sufficient ground for requiring an EIR is the City's improper segmentation of the Project's environmental analysis in violation of CEQA's prohibition on piecemealing.

CEQA requires that an environmental document analyze the full scope of a project, including all connected, related, or dependent actions that form part of the same project as a matter of practical or legal reality.[12] The anti-piecemealing doctrine is designed to prevent lead agencies from artificially fragmenting a larger project into smaller pieces, each of which may appear individually insignificant, while the collective environmental impact of the whole project is never subjected to comprehensive review. As the California Supreme Court stated in *Bozung v. Local Agency Formation Commission* (1975) 13 Cal.3d 263, the requirement that connected actions be analyzed together is fundamental to the integrity of CEQA review.[13]

In the present case, the City has prepared an IS/MND that purports to address only the landside physical redevelopment of the marina, while deferring environmental analysis of the directly connected TRPA actions that are the legal and practical predicate for the Project. Specifically, the TRPA Settlement Agreement approved on November 20, 2024, which governs the formal recognition of 66 additional boat slips, and the required amendments to TRPA Code of Ordinances Chapters 37 and 90, are not merely ancillary regulatory approvals — they are the essential legal instruments that authorize the specific project features that drive the most significant environmental concerns identified in this letter, including increased AIS vector risk, increased marine engine emissions, and increased visitor traffic.

These TRPA actions are "connected actions" within the meaning of CEQA Guidelines section 15378 and section 15003(h) because they depend upon the same factual predicate (the redevelopment of the Tahoe Keys Marina), they are implemented by the same applicant, and the physical project would not occur — or would not occur in the form proposed — without the TRPA approvals. Analyzing the landside construction while deferring review of the waterside slip approvals and code amendments constitutes exactly the kind of piecemealing that CEQA prohibits. Given the full

scope of connected approvals, a Program EIR is likely the appropriate vehicle for comprehensive environmental review.

**D. Cumulative Intensification of Land Use Requires Full Environmental Review**

The Project cannot properly be viewed as a simple modernization of an existing marina facility.

Rather, the Project represents the cumulative effect of multiple discretionary approvals, development entitlements, operational expansions, and regulatory exceptions that collectively intensify the use of the property far beyond existing conditions.

The significance of the Project is not limited to the number of variances, discretionary approvals, or regulatory actions requested. Rather, those approvals collectively facilitate a transformation of the site from a traditional marina facility into a substantially expanded mixed-use commercial destination with significantly increased building area, visitor-serving uses, boat-storage capacity, marina activity, workforce housing, and year-round occupancy. CEQA requires agencies to evaluate the environmental consequences of that transformation as a whole. Viewed in that context, the Project constitutes a substantial intensification of land use that may reasonably result in significant impacts to transportation, wildfire evacuation, water quality, aquatic invasive species management, recreation, scenic resources, public services, and environmental threshold carrying capacities.

The Planning Commission is simultaneously being asked to approve a Major Design Review Permit, a Special Use Permit, a Variance for encroachment into a required setback, adoption of an IS/MND, and findings that the Project will not result in significant environmental impacts.

As discussed above, the Project also depends upon multiple connected TRPA approvals, including implementation of the 2024 Settlement Agreement, recognition of additional marina slips, and amendments to TRPA Code provisions governing marina development. When considered together with the City approvals presently before the Commission, these actions substantially expand the scale and intensity of the Project beyond existing conditions.

***When viewed as a whole, the Project includes:***

- expansion from approximately 49,800 square feet of existing development to approximately 153,200 square feet of development;
- replacement of three buildings with seven buildings;
- construction of a 52,600-square-foot indoor boat storage facility;
- expanded restaurant, retail, concession, office, and visitor-serving commercial uses;
- workforce housing;
- relocation of marina facilities;
- replacement of approximately 1,600 linear feet of bulkhead;
- expansion of winter boat storage capacity;
- recognition of sixty-six additional marina slips through related TRPA proceedings; and
- substantial increases in visitors, employees, customers, marina users, and service activity.

When the entire Project is evaluated as a single integrated undertaking, the resulting scale of redevelopment, operational expansion, and increased intensity of use must be analyzed under CEQA based upon the Project's combined environmental footprint rather than the incremental effects of individual components viewed in isolation.

Although the IS/MND repeatedly evaluates individual impact categories separately, it fails to adequately evaluate the cumulative effect of the Project's overall intensification on public safety, wildfire evacuation, transportation systems, aquatic invasive species management, water quality, recreation resources, scenic resources, public services, and environmental threshold carrying capacities.

The cumulative effect of these approvals is to substantially increase the intensity of human activity, occupancy, commercial use, marina operations, traffic generation, parking demand, emergency evacuation demand, utility demand, and shoreline use within one of the most environmentally constrained and environmentally sensitive portions of the Lake Tahoe Basin.

The significance of these impacts derives not merely from individual Project components, but from the combined effect of increased development intensity, increased occupancy, increased visitation, increased marina activity, increased transportation demand, and increased reliance upon already

constrained environmental and public safety systems. The Project's environmental consequences therefore must be evaluated based upon the cumulative transformation of the site and its surrounding environment rather than through isolated review of individual Project features.

Accordingly, once the improperly segmented City and TRPA approvals are viewed as a single integrated project, substantial evidence supports a fair argument that the cumulative increase in building area, marina capacity, commercial activity, occupancy, traffic generation, evacuation demand, shoreline activity, and environmental resource utilization may result in significant environmental effects. Under CEQA's Fair Argument standard, preparation of a full Environmental Impact Report is therefore required. Because the same integrated project also has the potential to affect multiple TRPA Environmental Threshold Carrying Capacities, a corresponding Environmental Impact Statement should likewise be prepared under the TRPA Compact.

## III. WILDFIRE RISK AND PUBLIC SAFETY: THE IS/MND'S ANALYSIS IS FATALLY DEFICIENT

### A. Background: Lake Tahoe Basin Wildfire Risk

The Lake Tahoe Basin is recognized by fire scientists, emergency managers, and regulatory agencies as one of California's most challenging wildfire environments. The combination of dense coniferous forest — including extensive stands of drought-stressed lodgepole pine, white fir, and Jeffrey pine — steeply sloping terrain, low relative humidity during summer months, and wind patterns that can rapidly accelerate fire spread across ridge systems creates a fire hazard profile that is among the most severe in the Sierra Nevada. CAL FIRE formally designates the South Lake Tahoe area as within a Very High Fire Hazard Severity Zone ("VHFHSZ") — the highest designation under California's statutory framework — reflecting the objective, science-based assessment that the risk of loss of life, property, and natural resources from wildfire in this area is extreme.

The recent fire history of the Tahoe Basin makes this designation tragically real. In August and September of 2021, the Caldor Fire ignited southeast of South Lake Tahoe and burned with extraordinary intensity through the Eldorado National Forest, ultimately covering more than 221,000 acres and becoming one of the most destructive wildfires in California history. At the height of the Caldor Fire's advance, South Lake Tahoe was placed under a mandatory evacuation order — the first in the city's history. Approximately 22,000 residents, plus an unknown and likely

substantially larger number of tourists and visitors who were in the Basin at the time, were required to evacuate along the same US-50 and SR-89 corridors that constitute the primary egress routes for the Tahoe Keys Marina and the Tahoe Keys community. The evacuation exposed with stark clarity the limitations of the Basin's road network as an emergency egress system.

Climate science reinforces the expectation that wildfire risk in the Lake Tahoe Basin will intensify. Cal-Adapt modeling developed by the California Natural Resources Agency ("CNRA") projects that under both moderate and high greenhouse gas emission scenarios, Sierra Nevada communities will experience longer fire seasons, higher peak temperatures, lower relative humidity, and increased ignition probability through mid-century and beyond. The 2025 Tahoe Basin Community Wildfire Protection Plan ("CWPP"), completed in February 2025, identifies critical fuels reduction priorities, structural ignitability risk reduction, and evacuation preparedness as the three foundational pillars of community wildfire resilience — recognizing that despite years of fuels management investment, the Basin's residents and visitors remain exposed to significant wildfire risk during the summer months, precisely the period of peak visitation.

B. **Wildfire risk analysis deficiency**

**Peer-Reviewed Scientific Evidence Demonstrates the IS/MND Omits a critical portion of the Wildfire Risk Equation**

Substantial information exists in the form of peer-reviewed wildfire science.

The 2024 Mahmoud analysis demonstrates that contemporary wildfire risk assessment must evaluate both wildland fire behavior and built-environment fire propagation. The IS/MND contains no such analysis. Because this scientific information directly addresses the adequacy of the Project's wildfire conclusions and was not meaningfully evaluated within the environmental document, it constitutes substantial new information supporting preparation of a full EIR/EIS.

The Project's wildfire analysis is incomplete because it evaluates only vegetation-related wildfire factors while omitting analysis of structure-to-structure fire spread, ember-driven urban conflagration, and built-environment wildfire propagation.

This analytical omission is inconsistent with contemporary wildfire science. In his 2024 peer-reviewed publication, "Reimagining a Pathway to Reduce Built-Environment Loss During Wildfires," Dr. Hussam Mahmoud explains that wildfire losses increasingly result not only from wildland fire behavior but also from interactions between vegetation and structures, ember-driven ignition, structure-to-structure fire spread, urban conflagration dynamics, and the influence of urban expansion on wildfire vulnerability and risk. Dr. Mahmoud further explains that accurate wildfire risk assessment requires evaluation of how fire propagates through interconnected networks of vegetation and buildings rather than evaluation of vegetation conditions alone.

The IS/MND contains no comparable analysis. Instead, it evaluates only traditional wildland fire behavior while omitting analysis of built-environment fire propagation, structure-to-structure fire spread, marina-related fuel concentrations, ember transmission pathways, and urban conflagration potential. Consequently, the IS/MND analyzes only a portion of the wildfire risk equation and fails to provide substantial evidence supporting its determination that wildfire impacts would be less than significant.

The significance of Mahmoud's analysis extends beyond identifying deficiencies in traditional wildfire assessment methodologies. The research specifically explains that wildfire vulnerability and risk are influenced by the interaction between urban development, built-environment characteristics, interconnected fuel networks, and community-scale fire propagation. These considerations are directly relevant to the Tahoe Keys Marina Redevelopment Project because the Project proposes substantial expansion and intensification of development within a Wildland Urban Interface ("WUI") environment containing residential neighborhoods, marina facilities, commercial structures, boats, fuel storage areas, parking facilities, transportation infrastructure, and other interconnected fuel sources.

In 2024, Professor Hussam Mahmoud of Colorado State University published a peer-reviewed analysis addressing wildfire vulnerability and risk within Wildland Urban Interface ("WUI") communities. Mahmoud explains that wildfire losses are increasingly driven not merely by vegetation fires but by fire propagation through interconnected networks of vegetation and structures. The paper specifically notes that the likelihood of a structure igniting depends not only

upon vegetation conditions but also upon the properties and ignition status of neighboring structures and interconnected fuel sources.

Mahmoud further explains that modern wildfire assessment requires evaluation of:

- Structure-to-structure fire spread;
- Vegetation-to-structure fire spread;
- Ember transport and ember-driven ignition;
- Community-scale fuel network connectivity;
- Built-environment vulnerability; and
- Community-wide fire propagation pathways.

The Tahoe Keys Marina Redevelopment Project is precisely the type of development where these considerations are relevant. The Project proposes substantial intensification of development within a constrained Wildland Urban Interface environment surrounded by residential neighborhoods, marina infrastructure, boats, fuel storage facilities, parking areas, commercial structures, and visitor-serving uses.

Mahmoud further identifies urban growth and expansion within Wildland Urban Interface environments as important contributors to wildfire vulnerability and risk. The Project's substantial increase in building area, marina activity, visitor-serving uses, occupancy, and overall development intensity therefore represents precisely the type of urban expansion that contemporary wildfire science recognizes should be evaluated when assessing community wildfire vulnerability and risk.

Despite these conditions, the IS/MND contains no analysis of built-environment fire propagation.

Instead, the IS/MND limits its analysis almost entirely to vegetation management measures, defensible space, fire-resistant landscaping, hydrant availability, and compliance with applicable building and fire codes.

The document therefore evaluates only the wildland component of wildfire risk while omitting analysis of built-environment fire spread, structure-to-structure fire propagation, ember-driven community ignition pathways, and community-scale fire transmission mechanisms.

Because current peer-reviewed scientific literature identifies built-environment fire propagation as a major driver of wildfire losses, the omission of this analysis leaves the wildfire conclusions unsupported by substantial evidence.

This scientific evidence independently supports a fair argument that the Project may result in significant wildfire impacts requiring preparation of a full EIR and corresponding TRPA EIS.

The omission of these analyses prevents informed evaluation of wildfire risk, evacuation performance, and built-environment fire propagation, thereby reinforcing the need for preparation of a Joint CEQA Environmental Impact Report and TRPA Environmental Impact Statement.

### C. Significant and Substantial South Lake Tahoe Evacuation Timing Information: The PyroAnalysis/Ladris AI Findings

In October 2024, TahoeCleanAir.org released the *Independent Lake Tahoe Basin Wildfire Evacuation Analysis*, prepared by PyroAnalysis LLC and Ladris AI (the "Evacuation Analysis"). This study provides the first basin-wide, independently conducted evacuation-timing assessment using advanced traffic simulation and scenario-based modeling to evaluate wildfire evacuation performance under a range of conditions. The Evacuation Analysis was developed by researchers and modelers with direct operational experience in catastrophic California wildfire events — including a former CAL FIRE Incident Commander and CAL FIRE Incident Management Team 4 Operations Section Chief during the 2018 Camp Fire, which destroyed Paradise and claimed 85 lives. The analysis integrates subject-matter expertise, data-driven simulation modeling, AI-supported scenario generation, and more than 400 individual simulation runs to evaluate evacuation throughput, constraints, and failure points across the Lake Tahoe Basin.

The findings of the Evacuation Analysis are alarming, and they bear directly on the Project now under review. The analysis divided the Lake Tahoe Basin into five study areas: Placer/Tahoe, Washoe Tahoe, Douglas Tahoe, El Dorado South Shore Tahoe, and West Shore Tahoe. The El Dorado South Shore Tahoe study area — which encompasses South Lake Tahoe, the Tahoe Keys community, and the Project site — was identified as particularly vulnerable to acute evacuation bottlenecks for a combination of structural reasons. First, the South Shore road network converges

on a small number of egress corridors, primarily the US-50/SR-89 junction at the "Y" intersection — a single choke point through which the vast majority of South Shore evacuees must pass. Second, the peninsula-like geography of the Tahoe Keys community, bounded by lagoon waters on multiple sides and accessible only through a constrained network of local streets feeding onto Tahoe Keys Boulevard and thence to US-50, creates a secondary bottleneck that compounds the primary corridor constraint.

The Evacuation Analysis modeled both "no-notice" evacuation scenarios — where a fast-moving fire provides little or no warning before the evacuation order — and "planned event" scenarios where some advance warning is available. Under no-notice conditions during peak summer tourist season, the simulations demonstrated that evacuation times for South Shore residents and visitors could extend for hours beyond the theoretical minimum, with the risk of fatal gridlock if fire behavior changes rapidly or if the evacuation order is delayed. The analysis specifically identified peak summer tourist season — typically July and August — as the highest-risk period for evacuation failure, precisely because the population requiring evacuation is at its maximum while the available road capacity remains fixed.

These regional evacuation vulnerabilities become more significant when evaluated in the context of Project-specific characteristics, occupancy assumptions, and site constraints.

**September 2024 Lake Tahoe Regional Evacuation Plan**

September 2024 Lake Tahoe Regional Evacuation Plan – Operational Coordination Does Not Constitute Evacuation Capacity Analysis

The September 2024 Lake Tahoe Regional Evacuation Plan establishes an operational framework intended to facilitate coordinated evacuation activities across the Tahoe Basin. The Plan establishes evacuation zones, communication protocols, operational triggers, interagency coordination procedures, and incident management structures intended to support managed evacuation operations.

Importantly, however, the Regional Evacuation Plan is not an evacuation capacity analysis.

The Plan does not provide substantial evidence demonstrating that constrained roadway systems possess adequate evacuation capacity, that evacuation clearance times remain acceptable under peak occupancy conditions, or that additional Project-generated occupancy remains compatible with the assumptions underlying the operational framework.

***This distinction is important because Page 5 of the Regional Evacuation Plan defines evacuation as:***

*"An organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care to safe areas."*

This definition demonstrates that the Regional Evacuation Plan is fundamentally built upon assumptions that evacuation occurs as an organized, coordinated, and managed operational process.

However, the IS/MND contains no analysis demonstrating that these assumptions remain valid under Project conditions involving increased occupancy, expanded visitor-serving uses, increased marina activity, workforce housing, seasonal tourism loading, constrained roadway access, and rapidly developing wildfire conditions.

The omission is particularly significant because wildfire evacuations frequently occur under Red Flag Warning conditions characterized by low humidity, ember transport, rapidly changing fire conditions, extreme fire behavior, and sustained high wind events that may persist continuously in both daylight and darkness throughout a multiday and twenty-four-hour periods.

The IS/MND contains no analysis evaluating whether evacuation remains organized, phased, or supervised during:

- rapidly developing no-notice wildfire events;
- nighttime wildfire ignition scenarios;
- Red Flag Warning conditions;
- sustained high wind events;
- power outages;

• smoke-obscured visibility conditions;

• roadway congestion;

• compromised communications;

• peak tourism occupancy conditions;

• simultaneous roadway obstruction scenarios; or

• conditions where coordinated evacuation transitions into panic-driven self-evacuation behavior.

These omissions are particularly important because rapidly developing wind-driven wildfire events may significantly reduce available evacuation time, degrade roadway operations, increase traffic conflicts, reduce emergency responder access, impair communications, and alter human behavioral responses during evacuation.

Under such conditions, occupants located within constrained shoreline environments surrounded by waterways may perceive conventional evacuation routes as compromised, inaccessible, or unsafe and may seek improvised refuge alternatives not contemplated by conventional evacuation assumptions.

The Project is located within a constrained peninsula-like environment dependent upon limited evacuation corridors and surrounded by waterways.

Despite these conditions, the IS/MND provides no project-specific analysis evaluating:

• evacuation route capacity;

• evacuation throughput;

• evacuation timing performance;

• roadway clearance times;

• Project-generated evacuation demand;

• compatibility with assumptions underlying existing evacuation planning;

• alternative evacuation scenarios;

• emergency traffic conflicts;

• occupancy loading assumptions; or

• evacuation performance under varying wildfire conditions.

The omission of evacuation scenario analysis is particularly significant because modern wildfire planning guidance increasingly recognizes that evacuation planning cannot rely upon a single operational assumption.

The California Attorney General publication entitled "Best Practices for Analyzing and Mitigating Wildfire Impacts of Development Projects Under the California Environmental Quality Act" identifies multiple analytical components that should be considered when evaluating wildfire evacuation impacts including roadway capacity analysis, evacuation timing analysis, alternative evacuation planning, evaluation of project impacts upon existing evacuation plans, emergency access analysis, emergency response evaluation, and traffic modeling evaluating travel times under multiple likely scenarios.

The IS/MND contains little or no analysis addressing these considerations.

Accordingly, because the IS/MND relies upon operational evacuation planning documents without evaluating whether Project-related increases in occupancy remain compatible with the assumptions underlying those frameworks, fails to evaluate evacuation performance under multiple reasonably foreseeable wildfire scenarios, and omits fundamental evacuation capacity analyses, the record lacks substantial evidence supporting the determination that emergency evacuation impacts would remain less than significant.

**D. Project-Specific Wildfire and Evacuation Impacts Not Addressed in the IS/MND**

***1. Increased Visitor Load at an Evacuation Bottleneck***

The Project proposes approximately 60,000 square feet of restaurant, retail, and office space across four new two-story buildings — a substantial visitor-serving commercial development that would transform what is currently a working marina with limited retail presence into a regional recreational and dining destination. In addition to this commercial space, the Project includes a public waterside promenade designed to attract pedestrian visitors, a relocated boat launch facility with expanded capacity, and associated parking infrastructure. Together, these elements will substantially increase the peak daily visitor load at the Tahoe Keys Marina during precisely the summer months when wildfire risk is highest.

The IS/MND does not quantify the expected increase in peak daily visitor population at the marina attributable to the Project. This is a critical omission because the magnitude of visitor load addition is a central variable in evaluating the Project's contribution to evacuation demand and evacuation performance assessment of the Project's contribution to evacuation risk. Even a conservative estimate suggests that 60,000 square feet of restaurant, retail, and event space, if operating at typical summertime utilization rates for a destination marina complex, could generate several hundred to more than a thousand concurrent visitors on peak days. Those visitors, together with marina tenants, slip users, boat storage customers, and workforce housing residents, would all require evacuation through Venice Drive — a single-access-point, dead-end street — in the event of a no-notice wildfire evacuation order.

The IS/MND addresses wildfire risk in only the most cursory terms, acknowledging that the site is within a VHFHSZ but failing to analyze how the Project's substantial visitor population addition interacts with the documented evacuation bottleneck at Tahoe Keys Boulevard and the US-50/SR-89 "Y" intersection. This is not a speculative or attenuated environmental concern — it is the exact scenario that the PyroAnalysis/Ladris simulations modeled and that the 2024 Regional Evacuation Plan was specifically designed to address.

***2. Evacuation Route Conflict and Peninsula Geometry***

The Project site is located at 2435 Venice Drive — a street that dead-ends at the lagoon edge of the Tahoe Keys peninsula. The Tahoe Keys community, of which the marina forms the commercial core, is a peninsula-within-a-peninsula configuration. Residents and visitors in the Tahoe Keys must egress through the Tahoe Keys Boulevard entrance — a controlled intersection that is the only vehicular access point to the community — before joining the broader South Lake Tahoe evacuation corridor on US-50.

In a no-notice wildfire evacuation, marina visitors unfamiliar with the local street network, potentially panicked, and possibly attempting to retrieve boats or vehicles from secure storage, would create significant conflicting traffic movements within the Tahoe Keys community. The Project does not include any Evacuation Traffic Management Plan, signage plan, or coordination agreement with the El Dorado County Sheriff's Office or CHP to address this scenario. The IS/MND

does not model or even acknowledge the peninsula geometry bottleneck as a project-specific safety concern.

***3. Fire Flow and Emergency Access During Construction***

The Project proposes construction of an approximately 65,000-square-foot water and fire flow storage tank — described as a project benefit in terms of on-site fire protection. However, the IS/MND does not analyze the construction timeline for this facility or address the period between demolition of existing fire infrastructure and commissioning of the new storage tank during which on-site fire protection may be diminished. Major construction projects in VHFHSZ areas are themselves sources of ignition risk — construction equipment, cutting and welding operations, and temporary electrical infrastructure all represent ignition hazards. The gap between demolition and the operational commissioning of the new fire storage tank must be analyzed and addressed with specific interim fire protection measures.

Additionally, the IS/MND does not address whether the construction staging area for a project of this magnitude — demolishing three buildings and constructing approximately 200,000 square feet of new building space — will obstruct emergency vehicle access to the marina during construction. Emergency access must be maintained at all times during construction, and the IS/MND's failure to address this issue in a VHFHSZ context is a significant gap in the safety analysis.

***4. Indoor Boat Storage Fire Risk in a VHFHSZ***

The proposed 52,600-square-foot enclosed indoor boat storage facility presents a distinct wildfire-related hazard scenario that the IS/MND does not analyze. The Indoor boat storage facilities house dozens to potentially more than a hundred vessels, each of which may contain fiberglass and composite hull materials, marine fuel (gasoline and diesel), oil, lubricants, solvents, and marine electronics. The fuel loads in such a facility are extraordinary. A fire in an enclosed boat storage building would generate intense heat, toxic smoke from burning fiberglass and fuel, and potentially explosive conditions if fuel tanks rupture.

Sited within a VHFHSZ, in a peninsula community with constrained evacuation access, the structural fire risk of the boat storage facility is a significant environmental concern under CEQA.

The IS/MND does not address: (a) the building's fire-resistance construction standards relative to the VHFHSZ designation; (b) the fire suppression system design and water supply adequacy; (c) the implications for emergency response times given the constrained access network; (d) the potential for a fire in the boat storage facility to spread to adjacent structures, the lagoon margins, or the restored Upper Truckee Marsh; or (e) the toxic air quality implications of a large-scale composite materials fire in the Tahoe Basin, a region that already faces PM2.5 nonattainment issues during wildfire events.

***5. Failure to Incorporate Forward-Looking Climate Projections***

CEQA requires that environmental documents consider not only current conditions but foreseeable future conditions, including the effects of climate change on the significance of project impacts. The IS/MND fails to incorporate any forward-looking climate projections for the Sierra Nevada as they relate to wildfire risk, despite the readily available Cal-Adapt datasets and CNRA planning documents that quantify projected increases in wildfire probability, fire weather frequency, and fire season duration through 2050 and 2100. As climate change increases average summer temperatures, reduces snowpack (which currently provides natural firebreak and humidity retention functions), and extends fire weather conditions, the evacuation risk scenarios modeled in the PyroAnalysis/Ladris analysis will become more frequent, not less. A CEQA document that treats wildfire risk as a static, current-condition factor without accounting for the trajectory of climate change is analytically incomplete and legally inadequate.

**E . EIR Required for Wildfire and Public Safety Impacts**

The substantial evidence supporting a fair argument of significant wildfire and public safety impacts is overwhelming and well-documented. The PyroAnalysis/Ladris Evacuation Analysis, the 2024 Regional Evacuation Plan, the 2025 Tahoe Basin CWPP, and the Project's own site characteristics — including its location at the end of a dead-end street on an evacuation-constrained peninsula, its proposed addition of hundreds of daily visitors, and its inclusion of a high-fuel-load enclosed boat storage facility — all constitute substantial evidence from which a reasonable person could conclude that the Project may have significant effects on public safety, emergency response, and the welfare of people in the environment. These impacts fall squarely within CEQA Appendix G checklist items addressing public safety and hazards (Item J) and

population and housing (Item XIII), as well as the general catch-all provision requiring analysis of any effect that "may cause substantial adverse effects on human beings, either directly or indirectly." An EIR is required to address these impacts comprehensively.

## IV. HYDROLOGY, WATER QUALITY, AND STORMWATER: INADEQUATE ANALYSIS

### A. Setting: The Tahoe Keys Lagoon and the Upper Truckee River System

To understand the hydrological significance of the Project, it is essential to understand the ecological history of the site and its surroundings. The Tahoe Keys was developed between the late 1950s and early 1960s on what was, prior to development, the largest freshwater wetland complex in the Sierra Nevada — the Upper Truckee River delta, a broad, shallow marsh system where the Upper Truckee River, Trout Creek, and several smaller tributaries converged before flowing into the southern arm of Lake Tahoe. The development of the Tahoe Keys involved large-scale dredging and filling of this wetland system, creating the network of residential canals and lagoons that now define the community. This transformation permanently altered the hydrology of the Upper Truckee River delta, concentrating what had been a diffuse, wetland-filtered flow into a system of channelized canals and open lagoons that discharge directly into Lake Tahoe.

The resulting three interconnected Tahoe Keys Lagoons, encompassing approximately 170 acres, are now hydrologically connected to Lake Tahoe, the Upper Truckee River, and Trout Creek in ways that are ecologically and regulatory complex. The lagoons receive stormwater runoff from the 1,500-home Tahoe Keys community, receive tidal-like circulation from Lake Tahoe through the marina entrance channels, and are subject to the same TRPA Total Maximum Daily Load ("TMDL") requirements that apply to all tributary inputs to Lake Tahoe. The TMDL — developed to address Lake Tahoe's famous and ecologically critical water clarity — establishes numeric limits on fine sediment, nutrients (particularly nitrogen and phosphorus), and turbidity that must be achieved through a combination of load reductions from all tributary sources.

Adjacent to the Project site, the California Tahoe Conservancy completed in October 2022 a landmark $11.9 million restoration of the Upper Truckee Marsh — the most significant ecological restoration project in the Tahoe Basin in decades. This project restored over 250 acres of floodplain, returning river flows to historical channels, converting artificial water features to

functioning wetlands, and establishing 12 or more acres of restored wetland immediately adjacent to the Tahoe Keys Marina property. This investment represents an extraordinary commitment of public resources to the restoration of the ecological function that the original Tahoe Keys development destroyed, and it creates a directly adjacent sensitive resource that must be protected from construction disturbance and operational impacts of the Project.

The Tahoe Keys Green Infrastructure Planning effort, initiated in August 2023, has further acknowledged the hydrological complexity of the site by noting that the Tahoe Keys community sits on a former wetland with a high, fluctuating water table that fundamentally limits the applicability of conventional stormwater BMP infiltration strategies in this subarea. This documented constraint which is a constraint specific to this site and directly relevant to the Project's claimed stormwater management benefits — appears nowhere in the IS/MND's analysis.

B. **Bulkhead Replacement: Unanalyzed Hydrological and Ecological Impacts**

One of the most significant physical interventions proposed by the Project is the replacement of the existing bulkhead bordering the Tahoe Keys Lagoon. Bulkheads in the Tahoe Keys lagoon system are critical structural interfaces between the upland marina property and the AIS-infested lagoon water. They are also habitats for a variety of aquatic invertebrates, periphyton, and other organisms that exploit the hard substrate environment. Bulkhead replacement is not a routine maintenance activity — it is a major structural and ecological intervention that involves physical disruption of the lagoon margin, removal and reinstallation of sheet pile or equivalent structural elements, and the generation of significant turbidity plumes in the lagoon water column.

The IS/MND is remarkably silent on the specifics of the bulkhead replacement. It does not disclose the total linear footage of bulkhead to be replaced, which is the most basic parameter necessary for evaluating the scale and duration of construction impacts. It does not disclose the construction methodology — whether work will be conducted from the upland side using conventional equipment, from floating barges on the lagoon, or using some hybrid approach — each of which carries very different implications for lagoon disturbance. It does not include any turbidity plume modeling for the lagoon or Lake Tahoe to assess the duration and spatial extent of elevated turbidity during construction. And critically, it does not address the timing of bulkhead

replacement relative to the sensitive life stages of fish and other aquatic organisms that occupy the lagoon, or relative to the ongoing AIS Control Methods Test ("CMT") treatment schedule.

Turbidity in the Tahoe Keys Lagoon during bulkhead construction is not merely an aesthetic concern. Elevated turbidity reduces light penetration, which is the principal mechanism by which TRPA's aquatic invasive species control efforts — specifically the use of aquatic herbicides and ultraviolet light treatment — achieve efficacy. Construction-generated turbidity during an active treatment period could directly undermine the CMT program, which has taken years and substantial public resources to establish. The IS/MND does not acknowledge this interaction, let alone analyze it.

Furthermore, bulkhead replacement in an AIS-infested lagoon creates a specific and serious risk of AIS propagule mobilization. The lagoon substrate and the lagoon margin in the vicinity of the existing bulkhead are colonized by aquatic invasive plants — particularly Eurasian watermilfoil and curlyleaf pondweed — whose stem fragments, turions, and seeds are viable propagules capable of establishing new infestations when mobilized and distributed by water currents. Physical disturbance of the bulkhead and lagoon margin during construction could fragment and disperse AIS material throughout the lagoon and, potentially, into Lake Tahoe through the marina entrance channels. The IS/MND does not address this risk in any analytical depth.

C. **Stormwater BMP Adequacy**

The IS/MND presents the Project's site-wide stormwater BMP infrastructure as a significant benefit — a positive environmental outcome of the redevelopment that will improve upon the current stormwater management conditions at the marina. While it is true that the current marina site likely generates significant stormwater runoff with elevated pollutant loads, the IS/MND's characterization of the proposed BMPs as adequate mitigation for stormwater impacts is legally and technically insufficient for several reasons.

First, the IS/MND does not disclose the specific BMP types, sizing calculations, or hydraulic design standards that will be employed. References to "site-wide stormwater BMP infrastructure" without specification of whether the BMPs are bioretention systems, media filters, vegetated swales, mechanical separators, or some combination thereof do not provide sufficient information for the

public, for resource agencies, or for TRPA's technical reviewers to evaluate whether the proposed BMPs are adequate to achieve the TMDL load reduction standards applicable to the site. This level of vagueness would be inadequate in any CEQA document; it is particularly problematic in an IS/MND, where the adequacy of mitigation is the dispositive legal question.

Second, and critically, the IS/MND does not acknowledge or address the documented constraint identified by the Tahoe Keys Green Infrastructure Planning effort — specifically, that conventional infiltration-based BMPs are not effective in the Tahoe Keys subarea due to the high and fluctuating water table that characterizes the former wetland site. This constraint means that the most common and most effective stormwater BMPs for pollutant removal — bioretention cells, infiltration basins, permeable pavement — may not function as designed in this location. The IS/MND cannot rely on "site-wide stormwater BMPs" as adequate mitigation without first acknowledging and addressing this site-specific constraint.

Third, the IS/MND does not model the Project's drainage to the lagoon under the full range of design storm events — specifically the 10-year, 25-year, and 100-year return period storms — that are relevant to assessing BMP performance and pollutant loading under extreme conditions. The Tahoe Basin experiences episodic heavy precipitation events, particularly in late fall and early spring, during which stormwater management systems are most taxed. The IS/MND does not demonstrate that the proposed BMPs will adequately protect the lagoon and Lake Tahoe under these conditions.

Finally, the IS/MND does not address the post-construction establishment period — typically one to three growing seasons — during which vegetated BMPs are not yet fully functional. During this period, pollutant removal efficiency is substantially lower than design efficiency, and the newly disturbed site may generate elevated sediment and nutrient loads from construction areas. This transitional period must be analyzed and addressed with specific interim protection measures.

D. **Groundwater and Construction Dewatering**

The Project involves demolition of existing structures and construction of new buildings, underground utilities, and infrastructure on a site that is, as noted above, underlain by former wetland soils with a documented high and fluctuating water table. On a 16.5-acre site of this

character, any significant foundation construction, underground utility installation, or below-grade excavation will almost certainly encounter groundwater at shallow depths, requiring construction dewatering — the pumping and discharge of groundwater to maintain a dry working environment during excavation and concrete placement operations.

Construction dewatering on a site of this nature can generate substantial volumes of discharge water that is typically turbid, may carry elevated concentrations of nutrients and metals from the disturbed soil, and may contain AIS propagules if drawn from the shallow lagoon-influenced groundwater table. The Lahontan Regional Water Quality Control Board ("Lahontan RWQCB") regulates construction dewatering discharges under the State's NPDES Construction General Permit and may require individual discharge authorization depending on volume and receiving water characteristics. The IS/MND does not acknowledge the likelihood of construction dewatering, does not estimate the volume or duration of dewatering that would be required, does not identify discharge locations, and does not disclose the applicable Lahontan RWQCB requirements or the treatment measures that would be employed prior to discharge. This is a significant omission in the hydrological analysis.

E. **Cumulative Hydrological Effects**

The IS/MND's analysis of cumulative hydrological impacts is equally deficient. Two specific cumulative interactions deserve particular attention.

First, the Upper Truckee Marsh Restoration, completed in 2022 at a cost of $11.9 million in public funds, has restored a complex and ecologically sensitive wetland system immediately adjacent to the Project site. The restoration has re-wetted portions of the floodplain, established new vegetation communities, and created newly functioning hydrological pathways that are still in an early ecological establishment phase. Major construction activity on the adjacent marina property — involving ground disturbance, bulkhead replacement, drainage alteration, and potentially years of heavy equipment operation — creates real risks of sediment, turbidity, and pollutant loading into the restored marsh that could impair the restoration's ecological outcomes and potentially jeopardize the public investment. The IS/MND does not analyze this interaction in any meaningful way.

Second, the Tahoe Keys AIS Control Methods Test — an ongoing, multi-agency environmental program involving the treatment of the Tahoe Keys Lagoons with aquatic herbicides and physical control methods — represents a distinct and ongoing project whose hydrological interactions with major lagoon-margin construction have never been analyzed. The cumulative interaction between CMT treatment activities (which depend on particular water circulation patterns, turbidity levels, and chemical residence times) and major construction in the lagoon margin is a specific, quantifiable hydrological concern that demands disclosure and analysis in a CEQA document of adequate scope.

### F. **Responsible Agency Comments Demonstrate Continuing Uncertainty**

Comments submitted by responsible agencies themselves demonstrate that critical components of project implementation remain unresolved. These include future dredging compatibility, aquatic invasive species management planning, snow storage design capacity, waste discharge prohibitions, marina permit modifications, and water quality certifications. Where substantial uncertainty remains regarding the environmental consequences of project implementation, reliance upon an IS/MND rather than a full EIR becomes increasingly difficult to justify.

### G. **Conclusion**

The IS/MND's hydrology and water quality analysis fails to satisfy CEQA's requirement for a "good faith effort at full disclosure" of project impacts.[14] The omissions identified above — failure to disclose bulkhead construction methodology, failure to address the high-water-table BMP constraint, failure to analyze construction dewatering, and failure to assess cumulative impacts on the restored marsh and the CMT program — individually and collectively constitute substantial evidence supporting a fair argument of significant effects under CEQA Appendix G, Items IX (Hydrology and Water Quality) and XIV (Mandatory Findings of Significance). An EIR is required.

## V. AQUATIC INVASIVE SPECIES: A THREAT TO LAKE TAHOE OF STATEWIDE SIGNIFICANCE

### H. **The AIS Crisis in the Tahoe Keys Lagoon**

The Tahoe Keys Lagoon harbors the largest and most entrenched aquatic invasive species infestation in Lake Tahoe. This infestation, which has been developing for decades since the

inadvertent introduction of non-native aquatic plants during and after the development of the Tahoe Keys community, now encompasses several target invasive species across large portions of the 170-acre lagoon system. The primary target species include curlyleaf pondweed (*Potamogeton crispus*), Eurasian watermilfoil (*Myriophyllum spicatum*), and coontail (*Ceratophyllum demersum*) — each of which is highly productive, capable of dense monoculture formation, and resistant to control without aggressive and sustained management intervention.

The significance of the Tahoe Keys AIS infestation extends far beyond the lagoon itself. As TRPA's AIS Program Manager, Dennis Zabaglo, explained in a presentation to the TRPA Governing Board on July 23, 2025, "success in the Keys dictates success in the lake." This formulation captures a fundamental ecological reality: the Tahoe Keys Lagoons, which are hydraulically connected to Lake Tahoe through the marina entrance channels, serve as both a reservoir and a launching point for AIS spread into the open lake. Every boat that enters or exits the marina, every current event that moves water between the lagoon and the lake, represents a potential vector for the transport of AIS propagules from the lagoon into Lake Tahoe's previously uninfested waters. If the lagoon infestation is not controlled, control of AIS in Lake Tahoe itself becomes effectively impossible.

AIS in the Tahoe Keys Lagoon threatens the Tahoe Region's recreation-based economy, estimated at approximately $5 billion annually, by degrading water quality, impeding navigation, and reducing the aesthetic and recreational value of the lagoon and, if spread succeeds, of Lake Tahoe itself. They also directly threaten the ecological integrity of the lake, altering the underwater light environment, reducing oxygen levels, displacing native aquatic vegetation, and potentially affecting native fish populations — impacts that implicate TRPA's legally binding threshold standards for water quality, ecological preservation, and recreation.

The AIS Control Methods Test ("CMT") — a landmark multi-year, science-based environmental program using aquatic herbicides and physical control methods, developed through years of planning, extensive environmental review, and approval by multiple regulatory bodies with near-unanimous support — is now underway in the Tahoe Keys Lagoons. The CMT represents one of the most significant and consequential environmental programs in the Tahoe Basin, and its success or failure will determine whether Lake Tahoe's open waters can be protected from the AIS

infestation that has overwhelmed the lagoon system. This Project, as proposed, threatens the CMT program in ways that the IS/MND does not acknowledge.

## I. Project-Specific AIS Risks

### *1. Construction Disturbance and AIS Propagule Mobilization*

Demolition of existing structures, replacement of the bulkhead, relocation of the boat launch and gantry crane, and foundation and utility construction in and immediately adjacent to the AIS-infested lagoon will create extensive physical disturbance of the lagoon bottom, the lagoon margin, and the water column in the lagoon vicinity. Each of these activities poses a specific and serious risk of fragmenting, dislodging, and dispersing AIS propagules — including stem fragments of Eurasian watermilfoil, which is capable of establishing new infestations from fragments as small as a single node; turions and seeds of curlyleaf pondweed; and plant fragments and seeds of coontail.

Eurasian watermilfoil is particularly notorious for its ability to spread through fragmentation — a characteristic that makes any physical disturbance in an infested area an AIS spread risk event of potentially serious consequence. Mechanical disturbance of watermilfoil beds during bulkhead construction or boat launch relocation could generate thousands of viable fragments in a single work session. These fragments, once mobilized into the lagoon water column, may be transported by lagoon currents through the marina entrance channels and into Lake Tahoe, or may re-settle in previously untreated areas of the lagoon, undermining the CMT program's carefully sequenced treatment plan.

The IS/MND does not include any analysis of the specific AIS species assemblage in the vicinity of the proposed construction areas. It does not include an AIS baseline survey that would identify the location and density of target invasive species immediately adjacent to the bulkhead replacement zone, the boat launch relocation site, or the foundation excavation areas. Without this baseline, there is no basis for evaluating the magnitude of AIS disturbance risk, and no rational basis for designing adequate mitigation measures.

### *2. Additional Boat Slips as AIS Vectors*

The formal approval of sixty-six (66) additional boat slips, increasing the total recognized marina capacity from 239 to 305 slips, represents a substantial increase in the AIS vector population using the marina. Each boat that uses the marina — particularly boats that have been launched from other water bodies or that travel between water bodies — is a potential carrier of AIS hitchhiking on hull surfaces, propellers, bilge water, live wells, and bilge pumps. The addition of 66 slips means that the marina will attract a larger number of boats from a wider geographic area, increasing the probability of AIS introduction from external sources into the lagoon, and increasing the number of boats that may carry AIS from the lagoon to other water bodies.

TRPA's mandatory decontamination program provides some protection against this risk, but the IS/MND does not disclose whether the 66 new slip approvals are conditioned on specific, enforceable AIS boat inspection, decontamination, and quarantine protocols at the marina, nor does it identify what enforcement mechanisms would ensure compliance. Reference to TRPA's existing program does not constitute an adequate mitigation commitment — TRPA's program is a general Basin-wide requirement; what is needed for a marina of this scale is a site-specific, binding, and enforceable AIS management plan that addresses the particular risk profile of a 305-slip facility in an AIS-infested lagoon.

### *3. Boat Launch Relocation and Spatial AIS Risk Redistribution*

The relocation of the existing boat launch and gantry crane changes the spatial configuration of AIS introduction and spread risk within the lagoon. The current boat launch site has presumably been the subject of whatever AIS inspection protocols are currently in effect. Moving the launch site to a new location within the marina changes the point of entry for externally sourced AIS, potentially placing it in closer proximity to untreated areas of the lagoon or to the CMT treatment zones. The IS/MND does not analyze how the relocated launch site interacts with the CMT treatment zone boundaries, whether the new launch location poses greater or lesser AIS spread risk to the lagoon, or what AIS inspection and decontamination infrastructure will be co-located with the new launch facility.

### *4. Indoor Water Tanks and Water Source Disclosure*

The Project includes indoor water storage tanks within the approximately 65,000-square-foot water and fire flow storage facility. The source of water for these tanks — whether drawn from public utility supply or from the lagoon — and the discharge pathway of water used for fire flow or other purposes must be disclosed and analyzed for AIS risk. If water is drawn from the lagoon (whether intentionally or inadvertently during fire suppression activities), it may carry AIS propagules and must not be discharged to uninfested water bodies or areas without treatment. If water is drawn from public supply, the discharge of used water to the lagoon during fire suppression or system testing raises different but equally important questions about AIS transport. The IS/MND is entirely silent on this issue.

### *5. Absence of Construction-Period AIS Monitoring Plan*

Effective AIS risk management during construction requires a monitoring framework that can detect elevated AIS disturbance and trigger protective responses before propagule dispersal becomes widespread. The IS/MND does not include any AIS monitoring plan for the construction period — no surveillance protocols for the lagoon margin adjacent to construction activities, no turbidity-based trigger thresholds that would indicate excessive lagoon disturbance, and no defined criteria for halting construction if AIS fragmentation risk reaches an unacceptable level. This absence of a monitoring framework means that the proposed Project would proceed with no systematic mechanism for detecting or responding to AIS disturbance events during what may be years of construction activity in and adjacent to the most AIS-infested lagoon in the Tahoe Basin.

## J. **Golden Mussel Risk**

TRPA's July 2025 AIS program update specifically highlighted the emerging threat of the golden mussel (*Limnoperna fortunei*) — an invasive bivalve native to China that has spread throughout South America and parts of Europe, and which has the potential to be one of the most ecologically destructive AIS introductions to Lake Tahoe's freshwater ecosystem if it arrives in the Basin. Golden mussels spread through the transport of infested water and hull-fouling on recreational watercraft, and they are capable of establishing dense populations that clog water intake infrastructure, displace native invertebrate communities, and alter the fundamental trophic

structure of freshwater ecosystems. The marina, with its 305 recognized slips and relocated boat launch, represents a high-risk pathway for golden mussel introduction. The IS/MND is entirely silent on the golden mussel risk, despite TRPA's own July 2025 identification of this threat as a current and pressing concern in the Tahoe Basin context.

### K. Interaction with the Ongoing CMT Program

The AIS Control Methods Test is not merely a background regulatory program — it is an active, ongoing, multi-phase scientific program whose operational integrity depends on maintaining specific conditions in the Tahoe Keys Lagoons, including water clarity for UV treatment efficacy, controlled herbicide distribution and residence time, and unimpeded access for surveillance monitoring transects. Major construction activity in the lagoon margin threatens the CMT program in at least three specific, concrete ways.

First, construction-generated turbidity will reduce the efficacy of UV-based treatment methods, which depend on light penetration into the water column to achieve lethal doses to target AIS plants. A turbidity spike during an active UV treatment event could substantially reduce treatment effectiveness and waste the significant cost and effort invested in the treatment. Second, turbidity plumes generated by construction may mask the eDNA monitoring and visual surveillance methods used by CMT researchers to track AIS distribution and evaluate treatment outcomes, confounding the program's scientific data and potentially leading to incorrect conclusions about treatment efficacy. Third, if construction activity disturbs AIS beds that CMT treatments have successfully reduced in density, re-mobilization of AIS material from disturbed areas may re-colonize treated zones and undo prior treatment results.

Despite the obvious logical necessity of analyzing how major marina construction activity will interact with the ongoing CMT program, the IS/MND contains no such analysis. It does not identify CMT treatment zones or schedules, does not propose any construction timing coordination with CMT program management, and does not acknowledge any potential for construction to interfere with CMT operations or outcomes. This is a fundamental analytical failure that must be corrected in a full EIR.

### L. **Conclusion**

AIS impacts constitute significant environmental effects under CEQA Appendix G, Items IV (Biological Resources) and IX (Hydrology and Water Quality). The IS/MND's treatment of AIS as a manageable issue addressed by general references to TRPA's existing decontamination program is legally and technically insufficient. A full EIR must include a comprehensive AIS impact analysis prepared by qualified aquatic ecologists, with site-specific baseline surveys, quantitative propagule dispersal risk assessment, detailed construction-period AIS management protocols, and binding, performance-based mitigation measures subject to independent third-party verification.

## VI. TRPA COMPLIANCE AND THRESHOLD STANDARDS

### A. **TRPA Regulatory Framework**

The Tahoe Regional Planning Agency is a bistate compact agency established under the Tahoe Regional Planning Compact, as ratified by Congress (Pub. L. 91-148, as amended by Pub. L. 96-551), with authority shared between the States of California and Nevada. TRPA's unique legal status gives it authority to adopt and enforce environmental threshold standards — numeric and qualitative benchmarks for environmental quality — that are legally binding upon all development in the Lake Tahoe Basin, including projects within California portions of the Basin subject to CEQA review.

TRPA's Regional Plan and Code of Ordinances establish threshold standards across a comprehensive array of environmental categories, including water quality, soil conservation, air quality, wildlife habitat, scenic resources, recreation, and noise. These threshold standards are not mere policy goals — they represent the minimum conditions for environmental quality that TRPA has determined must be maintained to protect Lake Tahoe's ecological integrity and the public trust values associated with the lake. Because the Project requires TRPA approval, consistency with applicable TRPA Environmental Threshold Carrying Capacities, Regional Plan policies, and Code of Ordinances provisions is relevant to environmental review and project approval.15

As noted above, the Project requires TRPA review under File No. ERSP2025-0602. The March 18, 2026 briefing before the TRPA Regional Plan Committee was purely informational — it did not

constitute a finding of threshold compliance, an approval of the Project, or a determination that the Project is consistent with the TRPA Regional Plan. Formal TRPA approval remains pending. Despite this, the IS/MND appears to treat the informational briefing as adequate evidence of TRPA regulatory compliance, which is legally insufficient.

### B. Piecemealing with TRPA Actions

As discussed in Section II.C above, CEQA's prohibition on piecemealing requires the city to analyze the full scope of connected actions in a single environmental document. The TRPA Settlement Agreement of November 20, 2024, which is the legal predicate for the formal recognition of 66 additional boat slips, and the required amendments to TRPA Code of Ordinances Chapters 37 and 90, are not separable from the physical redevelopment project proposed by TKSMI. They are part of the same integrated regulatory and development transaction, and they carry their own significant environmental implications — most directly the increase in marina capacity and the change in regulatory framework for marinas and boat use throughout the Basin under Chapter 37.

The Chapter 37 and 90 amendments are particularly significant from a piecemealing perspective because they are not site-specific regulatory changes — they are Basin-wide amendments to the TRPA Code of Ordinances that will affect how marinas and marina-adjacent uses are regulated across the entire Tahoe Region. The environmental implications of such code changes — which could, depending on their content, facilitate additional marina development, alter boat use restrictions, or modify land use designations in sensitive areas — are entirely unanalyzed in the IS/MND. A Program EIR encompassing both the site-specific physical project and the broader regulatory changes is likely the legally appropriate vehicle for comprehensive review.[16]

### C. Coverage and Impervious Surface Thresholds

TRPA's coverage standards are one of the most fundamental tools for protecting Lake Tahoe's famous water clarity. Because impervious surfaces prevent the natural infiltration of precipitation, they increase stormwater runoff volume, velocity, and pollutant loads — all of which ultimately contribute to the fine sediment and nutrient inputs that cloud Lake Tahoe's deep, clear waters. TRPA's Regional Plan and Code establish maximum impervious surface coverage percentages for

each land use designation and each coverage allocation area, and development projects must demonstrate that they do not exceed applicable coverage thresholds.

The Project involves construction of approximately 200,000 total square feet of new building space — calculated as the sum of the indoor boat storage facility (52,600 sq ft), restaurant/retail/office buildings (60,000 sq ft), marina support building (23,250 sq ft), and water/fire storage facility (65,000 sq ft) — plus new parking areas, the public promenade, utility infrastructure, and other site improvements. The net change in impervious surface coverage on the 16.5-acre site resulting from the simultaneous demolition of existing structures and construction of new structures at this scale is a critical parameter for evaluating TRPA threshold compliance. The IS/MND does not disclose this figure.

The Project site is located within TRPA Plan Area Statement No. 1 — the Tahoe Keys Special Area — where coverage allocations are strictly limited given the ecological sensitivity of the lagoon-adjacent former wetland soils. Without disclosure of the project's net coverage change and a clear demonstration of compliance with the applicable TRPA coverage thresholds for this plan area, the IS/MND's assertion of TRPA regulatory consistency is an unsupported conclusion, not an analytical finding.

D. **Land Capability District Compliance**

TRPA's Land Capability District ("LCD") system assigns every parcel in the Lake Tahoe Basin to one of seven sensitivity categories, ranging from LCD 1a (the most sensitive, typically riparian, and wet meadow areas) to LCD 7 (the least sensitive, typically upland areas with deep soils and low slope). The LCD classification determines, among other things, the maximum permissible impervious surface coverage and the specific construction standards that apply to development. LCD 1a and 1b lands — the most sensitive categories — are typically not available for coverage, and any existing coverage in these categories may be required to be deducted from the project's overall coverage calculation.

The Tahoe Keys Marina site, occupying former wetland soils immediately adjacent to the AIS-infested lagoon, is likely to include substantial acreage in the most sensitive LCD categories. The specific LCD mapping of the 16.5-acre project site is therefore a critical parameter for evaluating

the Project's TRPA compliance. The IS/MND does not disclose the LCD mapping of the site, does not identify what proportion of the project area falls within sensitive LCD categories, and does not analyze compliance with LCD-specific coverage limits. This omission must be rectified in a full EIR.

E. **Scenic Quality and Height Standards**

TRPA imposes scenic quality thresholds and specific building height limitations as part of its threshold standards framework. Lake Tahoe's scenic quality — including the panoramic views of the surrounding Sierra Nevada from on-water perspectives — is one of the Basin's most valued and most legally protected environmental resources. Four new two-story commercial buildings totaling approximately 60,000 square feet, a separate two-story marina support building, and a large, enclosed boat storage facility of undisclosed height represent a substantial increase in built mass on the marina site, visible from both the lake and from the surrounding community.

The IS/MND does not include a visual impact analysis assessing the Project's effect on scenic quality from on-water perspectives across Lake Tahoe, from the shoreline of the Upper Truckee Marsh restoration area, from public viewpoints along the lake, or from the surrounding Tahoe Keys residential community. The height of the indoor boat storage facility — a critical parameter for visual impact assessment given that boat storage facilities are typically tall, large-footprint structures — is not disclosed in the IS/MND. Without this information, neither TRPA reviewers nor the public can evaluate the Project's consistency with TRPA's scenic quality threshold standards.

F. **TRPA Environmental Threshold Carrying Capacities — Comprehensive Disclosure Required**

CEQA requires the lead agency to analyze the Project's consistency with all applicable plans, programs, and regulations adopted for the purpose of avoiding or mitigating environmental effects.[17] In the context of a project within the Lake Tahoe Basin, this requirement encompasses a comprehensive analysis of consistency with all of TRPA's more than twenty-five threshold standards across the full range of environmental categories. The IS/MND's "land use and planning" section cannot satisfy this requirement by reference to the informational briefing before the TRPA Regional Plan Committee — an informational briefing carries no regulatory weight and constitutes

no finding of threshold compliance. A legally adequate CEQA document for this Project must include a threshold-by-threshold compliance analysis, prepared in consultation with TRPA staff, that addresses each of the applicable environmental quality standards on their merits.

## VII. BIOLOGICAL RESOURCES AND SENSITIVE HABITATS

### A. Upper Truckee Marsh Adjacency and Restoration Investment

The proximity of the Project to the Upper Truckee Marsh Restoration creates a set of biological resource impacts that the IS/MND has not adequately addressed. The California Tahoe Conservancy's restoration, completed in October 2022, invested $11.9 million in public funds to restore over 250 acres of floodplain wetland — the single largest investment in ecological restoration in the Tahoe Basin's recent history. The restored marsh represents a functioning, high-value habitat for migratory birds, native fish, sensitive wetland plant communities, and the broader suite of organisms that depend on healthy Sierra Nevada wetland ecosystems. Twelve or more acres of restored wetland lie immediately adjacent to the Tahoe Keys Marina project site.

The IS/MND does not analyze the full range of construction-period impacts on the adjacent restored marsh. These include, but are not limited to: ground-borne vibration from heavy demolition and construction equipment potentially affecting the restored marsh's soil structure and newly established plant communities; construction noise potentially disturbing nesting and foraging wildlife within and adjacent to the marsh during the breeding season; light trespass from extended construction hours or from temporary construction lighting potentially affecting nocturnal wildlife that depend on the marsh; stormwater runoff and turbidity from the construction site potentially entering the marsh through overland flow or subsurface pathways; and dust and particulate matter deposition on the marsh vegetation from demolition activities. None of these construction-period pathways for impact are analyzed in the IS/MND.

Operational impacts on the adjacent marsh are similarly unanalyzed. The long-term increase in lighting from restaurant, retail, and marina operations; the increase in noise from a busy recreational and commercial destination; and the potential for stormwater runoff from the developed site to reach the marsh through surface or subsurface pathways are ongoing impacts

that will persist for the Project's lifetime. The IS/MND does not include any assessment of operational impacts on the adjacent restored wetland ecosystem.

B. **Special-Status Species**

The Project site and its immediate surroundings, including the Tahoe Keys Lagoon and the adjacent Upper Truckee Marsh restoration area, lie within the documented range of multiple special-status wildlife and plant species. The lagoon and marsh system support migratory shorebirds and wading birds, including species that are sensitive to construction-period disturbance during nesting season. The lagoon supports Osprey (*Pandion haliaetus*) foraging and potentially nesting in the vicinity, a species that is sensitive to boat traffic and human disturbance at nest sites. The Upper Truckee River and Trout Creek, tributary to the lagoon and Lake Tahoe, support populations of native Lahontan cutthroat trout (*Oncorhynchus clarkii henshawi*) — a species of special concern under California law — and other native fish species that may be affected by construction-generated turbidity and altered water flows.

The IS/MND must disclose the specific biological surveys that were conducted for special-status species, including the dates, methods, surveyors' qualifications, and protocol compliance with California Department of Fish and Wildlife ("CDFW") and U.S. Fish and Wildlife Service ("USFWS") survey guidelines. Surveys conducted outside of appropriate seasonal windows for target species, or surveys using methodologies not consistent with agency-approved protocols, do not provide an adequate basis for finding that no significant impacts to special-status species will result from the Project. The IS/MND's biological resources analysis must be supplemented with the full survey data, species lists, and methodology documentation necessary to support the lead agency's impact findings.

C. **Wetland Jurisdiction and Regulatory Permits**

Bulkhead replacement and any construction activity within or immediately adjacent to the Tahoe Keys Lagoon likely triggers regulatory jurisdiction under Section 404 of the federal Clean Water Act, administered by the U.S. Army Corps of Engineers, which regulates the discharge of dredged or fill material into waters of the United States. Any Section 404 permit application triggers a corresponding Section 401 Water Quality Certification requirement administered by the Lahontan

RWQCB, which evaluates whether the proposed activity will comply with applicable State water quality standards. Additionally, work within or adjacent to the lagoon and any adjacent riparian or wetland areas may require a Streambed Alteration Agreement from CDFW under Fish and Game Code section 1602.

The IS/MND must disclose the status of each of these regulatory approvals — whether pre-application consultation has been conducted with the Corps of Engineers, Lahontan RWQCB, and CDFW; whether any jurisdictional delineation of wetlands and waters of the United States has been completed; and what permit conditions or mitigation requirements these agencies are likely to impose. Reliance on unspecified future agency approvals as a basis for finding that wetland impacts will be adequately mitigated does not satisfy CEQA's pre-commitment requirement for MND adoption.

**VIII. TRAFFIC, CIRCULATION, AND VEHICLE MILES TRAVELED**

A. Project-Generated Traffic

The Project's proposed uses — multiple restaurants, retail stores, a boat sales showroom, a public waterside promenade, a large boat storage facility, and expanded marina slip capacity — represent a substantial transformation of the Tahoe Keys Marina from a primarily utilitarian marine service facility to a significant regional visitor destination. This transformation will generate substantial new vehicle trips to a location that currently draws relatively limited visitor traffic beyond marina slip holders and boat service customers. The IS/MND must disclose and quantify the Project's expected trip generation — including Average Daily Trips ("ADT"), peak-hour AM and PM trips, and seasonal peak volumes — using recognized industry methodologies such as the Institute of Transportation Engineers ("ITE") Trip Generation Manual or, where marina destination uses are not well-represented in standard databases, project-specific traffic studies.

The location of the Project at the terminus of Venice Drive, a dead-end street accessible from Tahoe Keys Boulevard, means that all Project-generated traffic must traverse Tahoe Keys Boulevard to reach the US-50 and SR-89 arterial network. The intersection of Tahoe Keys Boulevard with US-50 is already a congested intersection during summer peak periods. The IS/MND must analyze whether the Project's traffic generation will cause or worsen level of service deficiencies at this

intersection and along the US-50/SR-89 corridor, and must propose specific, enforceable mitigation measures for any such impacts.

### B. VMT Analysis Under SB 743

Effective for all CEQA projects since July 1, 2020, Senate Bill 743 fundamentally changed the methodology for analyzing transportation impacts under CEQA from a Level of Service ("LOS") metric focused on vehicle delay at intersections to a Vehicle Miles Traveled ("VMT") metric focused on the total distance driven by all vehicle trips generated by or attracted to the project. The VMT methodology better captures the cumulative environmental impacts of transportation — including greenhouse gas emissions, air quality effects, and pedestrian and bicycle safety — that LOS analysis obscures by focusing exclusively on motor vehicle throughput.

Under the VMT methodology, a retail and restaurant complex that functions as a regional destination — drawing visitors from throughout the Tahoe Basin and beyond — will generate substantial net new VMT, because visitors will drive longer distances to reach a destination establishment than they would for neighborhood-serving uses. The Project's location in the Tahoe Basin, a non-urban area with limited transit service, means that virtually all Project-generated trips will be automobile-dependent. The IS/MND must include a VMT analysis compliant with SB 743 requirements and must demonstrate either that the Project generates VMT below applicable significance thresholds, or must propose and commit to specific, enforceable VMT reduction measures adequate to reduce VMT to below-threshold levels.

### C. Evacuation Route Conflict — The Intersection of Traffic and Safety

The traffic analysis concerns described above are not merely operational inconveniences — they are directly connected to the wildfire evacuation risk discussed in Section III of this letter. US-50 and SR-89 serve simultaneously as the primary tourist transportation arteries for the South Lake Tahoe area and as the only viable mass evacuation corridors for the South Shore in the event of a major wildfire. Every new daily trip that the Project generates on these corridors represents an increment of reduced safety margin in a wildfire evacuation scenario — both because additional routine visitors are present in the evacuation zone and because traffic congestion from normal operations reduces the baseline throughput capacity available for emergency evacuation use.

The issue presented is not merely whether roads currently function adequately, but whether the cumulative effect of increased occupancy, expanded visitor-serving commercial uses, workforce housing, marina intensification, and expanded public access infrastructure may alter emergency circulation demands during peak occupancy periods. The IS/MND provides limited analysis demonstrating that these demand changes would not create significant impacts during emergency conditions.

This connection between transportation planning and emergency preparedness constitutes a significant cumulative impact that is not addressed anywhere in the IS/MND. The City cannot analyze traffic and evacuation impacts in separate analytical silos; CEQA requires that the inter-relationship between these two environmental topics be disclosed and analyzed as part of the Project's integrated impact assessment. The cumulative effect of this Project, combined with other visitor-serving developments on the South Shore, is to progressively narrow the margin of safety available for successful wildfire evacuation — an effect that demands recognition, quantification, and mitigation before the Project can lawfully proceed.

The transportation analysis improperly focuses on whether the Project physically modifies evacuation routes rather than whether it increases demand on those routes.

The proposed redevelopment substantially increases visitor-serving commercial activity, restaurant space, retail uses, marina activity, workforce housing occupancy, and public gathering opportunities. Each of these uses increases the number of persons who may require evacuation during a wildfire emergency.

The relevant CEQA question is not whether the Project changes the geometry of evacuation routes. The relevant question is whether the Project increases evacuation demand on constrained transportation facilities.

The IS/MND contains no analysis quantifying:

- Additional persons requiring evacuation under peak summer conditions;
- Additional vehicles generated during emergency evacuation;
- Clearance times for Tahoe Keys Boulevard;

• Clearance times for Venice Drive East;
• Impacts to the US-50 / SR-89 evacuation corridor;
• Cumulative evacuation impacts when combined with other South Shore development projects;
• Evacuation performance under no-notice wildfire conditions.

Because the Project intensifies occupancy within a peninsula-like development area dependent upon a limited roadway network, the absence of evacuation throughput analysis leaves the less-than-significant finding unsupported by substantial evidence.

## IX. AIR QUALITY AND GREENHOUSE GAS EMISSIONS

### A. Construction-Period Criteria Pollutant Emissions

The proposed demolition of three existing marina buildings and construction of approximately 200,000 square feet of new building space represents a large-scale construction project that will generate substantial criteria air pollutant emissions over what is expected to be a multi-year construction period. Construction emissions derive from multiple sources: demolition of existing structures generates fugitive dust (PM10 and PM2.5); earthwork and grading generate additional fugitive dust; diesel-powered heavy construction equipment — including excavators, cranes, concrete pumps, pile drivers, and haul trucks — generates emissions of NOx, PM, and hydrocarbons; and haul trips for demolition debris and construction materials generate road dust and vehicle exhaust emissions.

The Lake Tahoe Basin Air Basin is a federal nonattainment area for particulate matter (PM2.5), meaning that background concentrations of PM2.5 in the Basin already exceed federal health-based standards during portions of the year, primarily due to wood smoke from residential fireplaces and wildfire smoke events. Construction-generated PM2.5 emissions in an already-nonattainment air basin carry heightened significance because they contribute to a cumulative air quality burden that already poses public health risks to Basin residents and visitors. The IS/MND must disclose the construction equipment fleet by type and number, the anticipated hours of operation for each construction phase, the duration of each phase, and the daily and total emissions generated, compared against the applicable significance thresholds established by the El

Dorado County Air Quality Management District for the Lake Tahoe Air Basin portion of its jurisdiction.

### B. Operational Emissions and Marine Engine Impacts

The approval of 66 additional boat slips and the construction of expanded boat launch facilities will increase the number of motorized recreational watercraft using the marina, generating additional marine engine emissions. Two-stroke outboard marine engines — which are common on recreational watercraft — are particularly significant non-road emission sources, generating disproportionately high emissions of unburned hydrocarbons and carbon monoxide relative to their horsepower compared to four-stroke automobile engines. The operational air quality impact of increased marine engine use in the enclosed lagoon environment, where atmospheric dispersion may be limited during stable air conditions, is a legitimate environmental concern that the IS/MND does not quantify.

Restaurant operations, HVAC systems, and vehicular traffic associated with the new commercial uses will also generate operational air quality impacts. The IS/MND must include an operational-phase emissions inventory that accounts for all significant emission sources, compares emissions against applicable thresholds, and demonstrates that the Project will not cause or contribute to a violation of applicable air quality standards in the Lake Tahoe Air Basin.

### C. Greenhouse Gas Emissions and Climate Analysis

CEQA requires that environmental documents include an analysis of greenhouse gas ("GHG") emissions and a demonstration of consistency with applicable State and regional GHG reduction goals. California's commitment to GHG reduction — established through AB 32 (the California Global Warming Solutions Act of 2006), SB 32 (2016), and Executive Order S-3-05 — requires that CEQA documents evaluate the project's contribution to statewide GHG emissions and assess whether the project is consistent with the State's Scoping Plan and applicable GHG reduction targets.

The Project's demolition-and-rebuild approach — rather than renovation or adaptive reuse of existing structures — involves substantial embodied carbon impacts from two sources: first, the

demolition and disposal of existing structures releases the embodied carbon stored in building materials and consumes energy for demolition, waste hauling, and disposal; second, the construction of approximately 200,000 square feet of new building space requires the manufacture, transport, and installation of new building materials, each of which carries a GHG footprint. Neither of these embodied carbon impacts is analyzed in the IS/MND. A project of this scale, in a region with a stated commitment to climate leadership, should include a full life-cycle carbon analysis that accounts for embodied carbon as well as operational emissions.

## X. NOISE AND LIGHT IMPACTS

### A. Construction Noise

The Project's demolition and multi-year construction phases will involve heavy equipment operating in close proximity to the Tahoe Keys residential community — a neighborhood of over 1,500 homes with direct lagoon frontage — and immediately adjacent to the restored Upper Truckee Marsh, a sensitive wildlife habitat during the critical spring and summer breeding and nesting season. Construction noise impacts on both residential receptors and sensitive wildlife receptors are foreseeable and significant, yet the IS/MND does not provide a noise level assessment for construction activities, does not compare anticipated noise levels against the City of South Lake Tahoe's noise ordinance thresholds, and does not propose specific noise attenuation measures beyond generic references to "compliance with applicable noise regulations."

An adequate construction noise analysis would include noise level modeling at the nearest sensitive receptors — both residential and ecological — for the loudest anticipated construction activities (pile driving and demolition being among the highest-impact activities), would identify the hours of construction operation relative to applicable ordinance restrictions, and would specify enforceable mitigation measures for any receptor locations where predicted noise levels exceed significance thresholds. The IS/MND's failure to include this analysis is a significant gap that must be addressed in a full EIR.

### B. Operational Noise

The Project's proposed visitor-serving uses — multiple restaurants, retail establishments, a marine fueling facility, and the associated vehicular traffic on Venice Drive and Tahoe Keys Boulevard — will generate ongoing operational noise that differs materially in character, frequency, and intensity from the current marina environment. Evening and weekend restaurant operations in particular can generate noise from outdoor seating, amplified music, patron activity, and refuse collection that conflicts with the quiet enjoyment of adjacent residential properties and with the ecological function of the adjacent restored marsh as a wildlife habitat during the evening and nighttime hours.

The IS/MND does not include an operational noise study. It does not model noise levels at sensitive receptors under anticipated operating conditions, does not evaluate the significance of operational noise relative to applicable thresholds, and does not propose specific mitigation measures — such as hours of operation restrictions, sound attenuation requirements for mechanical equipment, or prohibitions on outdoor amplified music — that would bring operational noise levels below significance thresholds. This analysis must be provided in a full EIR.

### C. Artificial Light and Dark Sky Impacts

TRPA's threshold standards include limitations on artificial light as part of the Agency's broader commitment to protecting the visual and ecological quality of the Lake Tahoe environment. Light pollution — the introduction of artificial illumination into natural environments during nighttime hours — has documented adverse effects on wildlife, including disorientation of migratory birds, disruption of nocturnal predator-prey relationships, alteration of aquatic insect emergence patterns, and impairment of the stargazing opportunities that many Tahoe Basin visitors specifically seek. The Tahoe Keys Marina and Lagoon, currently characterized by relatively low commercial light levels compared to the urban core of South Lake Tahoe, would be substantially transformed by the introduction of commercial restaurant and retail lighting, parking lot lighting, promenade and dock lighting, and the operational lighting of a large boat storage facility.

The IS/MND does not include a photometric analysis of project-generated light levels at property boundaries, at the lagoon surface, or at the adjacent Upper Truckee Marsh restoration area. It does not demonstrate compliance with TRPA's lighting standards, which are designed to limit light spill and sky glow in the Basin. A full EIR must include a comprehensive lighting impact analysis, including a photometric study and a demonstration of compliance with TRPA lighting standards, with binding mitigation measures — including fixture selection, mounting heights, shielding requirements, and operational hours — that are enforceable conditions of project approval.

**XI. DEFICIENCIES IN MONITORING PLAN**

The Mitigation Monitoring and Reporting Program ("MMRP") does not provide meaningful assurance that environmental impacts will actually be reduced below significance.

The MMRP primarily identifies responsible parties and reporting intervals but does not establish measurable performance thresholds, adaptive management triggers, independent verification procedures, or mandatory corrective actions if mitigation measures fail.

Examples include:

• No measurable turbidity thresholds are identified for in-water construction activities.
• No work-stop triggers are established for AIS migration or fragmentation.
• No monitoring protocol exists for post-construction stormwater infiltration performance.
• No independent third-party auditing mechanism is required.
• No corrective-action requirements are specified if mitigation measures fail to achieve intended results.
• No reporting mechanism is established requiring public disclosure of monitoring results.
• No adaptive management framework is provided despite the project's location within one of the most environmentally sensitive portions of the Tahoe Basin.

An adequate monitoring program must do more than identify responsible parties; it must establish objective criteria by which success or failure can be determined. Without measurable performance standards, the MMRP provides no substantial evidence that mitigation measures will actually reduce impacts below significance.

## XII. ARCHELOGICAL SENSITIVITY

### A. Archaeological Survey and Subsurface Testing Requirements

The former wetland complex underlying the Tahoe Keys Marina site, given its extraordinary productivity as a food-gathering environment and its location adjacent to one of the principal freshwater sources and transportation corridors in the Tahoe Basin, has high archaeological sensitivity. Washoe peoples would have frequented this area for seasonal encampments, fishing, hunting, plant gathering, and other subsistence activities over thousands of years. Ground disturbance from new building foundations, underground utility installation, and the construction of the large underground water and fire storage facility — all proposed on a site that, while previously developed, was not subjected to systematic archaeological investigation using modern methods — creates real and material risk of encountering significant cultural resources, including Washoe archaeological deposits, during construction.

The IS/MND must disclose whether a Phase I archaeological survey has been conducted on the Project site, whether the survey included subsurface testing in appropriate areas, and whether the survey methodology was reviewed and approved by a qualified consulting archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards. If a Phase I survey has not been conducted, or if one was conducted but did not include subsurface testing commensurate with the site's archaeological sensitivity, the IS/MND's conclusions regarding the absence of significant archaeological resources are not supported by an adequate evidentiary foundation.

Additionally, the IS/MND should include an Unanticipated Discovery Plan — a specific, written protocol establishing the procedures to be followed in the event that archaeological or human remains are encountered during construction. Such a plan should require immediate work stoppage in the discovery area, notification to CDFW, the State Historic Preservation Officer, and the Washoe Tribal Historic Preservation Officer, and retention of a qualified archaeologist and Washoe Tribal monitor to evaluate the significance of any discovery. The Unanticipated Discovery Plan should be an enforceable condition of project approval rather than a voluntary commitment.

## XIII. CUMULATIVE IMPACTS

### A. Framework for Cumulative Impact Analysis

CEQA requires that environmental documents analyze the cumulative impacts of a project — defined as the combined environmental effects of a project when viewed in connection with the effects of past, present, and reasonably foreseeable probable future projects.[18] Cumulative impact analysis is not merely a mechanical listing of other projects in the vicinity; it is a substantive analysis of whether the combination of this project with other development results in environmental impacts that are significant, even if each individual project's contribution might be below a threshold of significance when viewed in isolation. CEQA Guidelines section 15130 requires that a cumulative impact analysis be based on a list of past, present, and probable future projects, or on a reasonable projection of future development activity in the project area and must identify the significant cumulative impacts to which the project makes a cumulatively considerable contribution.

### B. Relevant Projects for Cumulative Analysis

A legally adequate cumulative impact analysis for the Tahoe Keys Marina Redevelopment Project must consider, at minimum, the following past, present, and reasonably foreseeable future projects:

1. **Tahoe Keys AIS Control Methods Test (CMT) — ongoing:** An active, multi-year environmental management program involving chemical and physical treatments in the Tahoe Keys Lagoons. The cumulative interaction between the CMT and major marina construction activity, as described in Section V above, is a significant and unremarked cumulative impact.
2. **Upper Truckee Marsh Restoration (completed 2022) and ongoing monitoring and maintenance:** The $11.9 million ecological restoration of the adjacent marsh creates a permanently sensitive environmental receptor for cumulative construction and operational impacts from the Project.

3. **Tahoe Keys Marina Dock Replacement Project (NOE exemption, SCH No. 2025080079, August 2025):** This separate dock replacement project, which received a Notice of Exemption in August 2025, constitutes a connected action whose cumulative lagoon disturbance impacts — in combination with the broader marina redevelopment — have not been analyzed.
4. **Tahoe Keys Green Infrastructure Planning stormwater project (initiated August 2023):** This community-wide stormwater management planning effort addresses the same hydrological systems affected by the Project and must be considered in the cumulative stormwater analysis.
5. **Other TRPA-approved development projects in the South Lake Tahoe area:** Any commercial, residential, or tourist-serving development projects that have been approved or are reasonably foreseeable in the South Lake Tahoe area during the Project's construction and operational period must be included in the cumulative traffic, air quality, and visitor load analysis.
6. **South Lake Tahoe tourist-serving commercial development generally:** The broader trend of visitor-serving commercial intensification in South Lake Tahoe — driven by the region's growing popularity as a year-round recreational destination — constitutes a cumulative context that amplifies the significance of this Project's contributions to traffic, evacuation risk, AIS spread, and water quality impacts.

**C. Significant Cumulative Impacts Not Analyzed**

The cumulative combination of the Tahoe Keys Marina Redevelopment with the projects identified above creates synergistic environmental impacts that exceed the sum of individual project contributions in at least three important respects.

**First**, the cumulative addition of visitor traffic to the South Lake Tahoe area — from the marina redevelopment, from other commercial development projects, and from the general growth trend in Tahoe Basin visitation — progressively reduces the safety margin available for wildfire evacuation through the constrained US-50/SR-89 corridor. This is not a hypothetical concern; it is

a documented, modeled, quantifiable risk that the PyroAnalysis/Ladris simulations specifically addressed in the context of peak summer season population. The City's refusal to analyze this cumulative safety impact is a significant legal deficiency in the IS/MND.

**Second**, the cumulative effect of multiple sources of lagoon disturbance — the marina redevelopment construction, the dock replacement project, the CMT treatment activities, and ongoing stormwater management activities — creates a cumulative lagoon disturbance burden that may exceed the ecological threshold for AIS propagule mobilization and spread. Individual activities that might be manageable in isolation may collectively overwhelm the lagoon system's resilience, particularly during the active growth season for AIS target species.

**Third**, the cumulative combination of impervious surface area from the marina redevelopment, existing Tahoe Keys community development, and other South Shore development creates a cumulative stormwater runoff and pollutant loading that must be evaluated against the Lake Tahoe TMDL load allocation framework. The IS/MND's project-level stormwater analysis does not place the Project in this cumulative loading context and therefore does not demonstrate that the Project is consistent with the TMDL's cumulative load reduction goals.

### D. Conclusion

The IS/MND's cumulative impact analysis is perfunctory — a brief listing of nearby projects without substantive analysis of cumulative environmental consequences. This falls well short of the legally adequate cumulative analysis required by CEQA Guidelines section 15130 and the substantial body of case law interpreting that provision. A full EIR must include a rigorous, quantitative cumulative impact analysis that addresses each of the cumulative impact pathways identified above.

## XIV. ALTERNATIVES ANALYSIS: THE IS/MND FAILS TO CONSIDER REASONABLE ALTERNATIVES

### A. Requirement for Alternatives Analysis

CEQA's requirement for analysis of a reasonable range of alternatives to a proposed project is one of the most fundamental elements of the environmental review process. The requirement reflects the Legislature's recognition that the best way to minimize environmental harm is often not to mitigate a chosen project design, but to identify alternative designs or approaches that achieve the

project's objectives while avoiding or substantially reducing significant environmental effects. While alternatives analysis is formally required in an EIR rather than an IS/MND, the absence of any alternatives consideration in the IS/MND is further evidence of the City's failure to rigorously evaluate whether the Project, as designed, represents the environmentally superior approach to achieving the applicant's legitimate development objectives. In any event, the EIR that must be prepared for this Project will be required to include a thorough alternatives analysis under CEQA Guidelines section 15126.6.

B. **Required Alternatives**

***1. The Rehabilitation Alternative***

Rather than demolishing all three existing marina buildings and replacing them with new construction totaling approximately 200,000 square feet, a rehabilitation alternative would renovate and adaptively reuse existing structures to the maximum extent feasible, reducing the scale of new construction while still achieving the applicant's marina modernization objectives. A rehabilitation alternative would substantially reduce embodied carbon impacts by avoiding the demolition waste stream and the manufacture of new building materials; would reduce construction-period lagoon disturbance by limiting the extent of foundation excavation and utility installation adjacent to the lagoon; and would reduce the visual and physical scale of the development in a sensitive lagoon-adjacent setting. The IS/MND's failure to consider or even acknowledge this alternative is a significant analytical gap that must be addressed in the EIR.

***2. The Reduced-Intensity Alternative***

A reduced-intensity alternative would eliminate or substantially downsize the visitor-serving commercial uses — the restaurants, retail establishments, and event spaces totaling approximately 60,000 square feet — while retaining the marina's core boating support functions. This alternative would substantially reduce VMT generation, reduce peak visitor load and the associated contribution to wildfire evacuation risk, reduce operational noise and light impacts on adjacent residential areas and the restored marsh, and reduce construction-period disturbance. The IS/MND does not consider any alternative that tests whether a smaller commercial footprint could

achieve the Project's stated objectives of marina sustainability while avoiding or substantially reducing the Project's most significant environmental impacts.

### *3. The Phased Development Alternative*

A phased development alternative would stage construction activities over a longer timeline, avoiding concurrent disturbance of multiple lagoon-margin areas and allowing earlier phases to demonstrate environmental performance before later phases are authorized. A phased approach would allow the CMT program to complete a full treatment cycle before construction activities that might disrupt CMT operations begin; would allow the stormwater BMPs installed in Phase 1 to demonstrate effective performance before additional impervious surface is added in later phases; and would reduce the peak construction workforce and equipment count on-site at any given time, reducing noise, emissions, and traffic impacts. The IS/MND does not consider any phased development alternative.

### *4. The No-Project Alternative*

CEQA Guidelines section 15126.6(e) requires that any EIR include analysis of a no-project alternative — an alternative that describes what would occur if the proposed project were not approved. The no-project analysis establishes the environmental baseline against which the project's impacts are measured and provides decision-makers with a clear understanding of the trade-offs between approval and non-approval. For a project of the scope and environmental sensitivity of the Tahoe Keys Marina Redevelopment, a rigorous no-project analysis would address the implications of continued operation of the existing marina under current conditions, including the baseline AIS, water quality, and stormwater conditions that would persist absent the Project. The IS/MND does not include a no-project alternative analysis.

## XV. MITIGATION MEASURES: LEGALLY DEFICIENT AND UNENFORCEABLE

### A. Vague and Deferred Mitigation

As discussed in Section II.B of this letter, a Mitigated Negative Declaration may lawfully be adopted only when all mitigation measures are fully specified and committed to before adoption, with sufficient particularity to allow independent evaluation of whether each measure will in fact

reduce the identified significant effect to below a level of significance. CEQA does not allow an agency to adopt an MND by promising to figure out the details of mitigation later — the mitigation must be substantive, specific, and enforceable at the time of MND adoption.

The IS/MND for the Tahoe Keys Marina Redevelopment Project contains multiple mitigation measures that do not satisfy this standard. Measures that direct the applicant to "implement best management practices" without specifying what those practices are, to "coordinate with applicable agencies" without identifying specific coordination requirements or outcomes, or to "comply with applicable regulations" without identifying the specific regulatory requirements to be satisfied, are legally equivalent to no mitigation commitment at all.[19] Decision-makers reviewing such measures have no basis for concluding that specific, significant environmental effects will be reduced to below significance — they can only conclude that the applicant is directed to try.

B. **Missing Mitigation for Key Issue Areas**

Beyond the vagueness problem, the IS/MND is missing mitigation measures entirely for several of the most significant environmental issue areas identified in this letter. There is no mitigation measure for the Project's contribution to wildfire evacuation load, despite the documented constraints of the South Shore evacuation corridor. There is no specific, binding AIS construction disturbance protocol — a document governing the specific procedures for AIS containment and monitoring during all in-water and lagoon-margin construction activities. There is no mitigation for marine lighting impacts on the lagoon and adjacent marsh, and no photometric compliance standard. There is no mitigation for the specific and newly emerging risk of golden mussel introduction. There is no mitigation establishing turbidity monitoring and work-stop triggers for bulkhead replacement activities. And there is no mitigation addressing construction dewatering discharge treatment and disposal.

These are not minor or peripheral concerns — they are, as documented throughout this letter, among the most significant environmental risks posed by the Project. The absence of mitigation measures for these issue areas, in an IS/MND that purports to demonstrate that all potentially

significant effects have been reduced to below a level of significance through mitigation, is independently sufficient to require preparation of a full EIR.

## XVI. REQUEST FOR ENVIRONMENTAL IMPACT REPORT

### A. Formal Request for Recission of IS/MND and Preparation of EIR

Based on the foregoing analysis, I hereby formally and respectfully request that the City of South Lake Tahoe rescind the Initial Study / Mitigated Negative Declaration for the Tahoe Keys Marina Redevelopment Project (SCH No. 2026040227) and direct staff to prepare a full Environmental Impact Report as required under CEQA before taking any further action toward approval of the Project.

The grounds for this request are both individually compelling and mutually reinforcing, constituting a body of substantial evidence that, when viewed in its totality, makes the legal obligation to prepare an EIR unmistakable:

1. **Wildfire and Evacuation Significant Effects.** The Project's substantial contribution to visitor population at an evacuation-constrained peninsula location, in a Very High Fire Hazard Severity Zone, during the same summer season when wildfire risk peaks, constitutes substantial evidence supporting a fair argument of significant public safety effects. The PyroAnalysis/Ladris simulations, the 2024 Regional Evacuation Plan, and the 2025 Tahoe Basin Community Wildfire Protection Plan together provide more than adequate evidentiary support for this conclusion. No rational interpretation of the fair argument standard can excuse the City from fully analyzing these impacts in an EIR.
2. **AIS and Water Quality Significant Effects.** The Project's threat to the ongoing CMT program — the most consequential AIS control effort in Tahoe Basin history — the risk of AIS propagule mobilization during bulkhead replacement and lagoon-margin construction, and the inadequacy of the stormwater BMP analysis in the context of the site's documented high-water-table constraint all constitute substantial evidence of significant effects on biological resources and water quality. These impacts, if realized,

could cause irreversible harm to the ecological integrity of Lake Tahoe — a water body of unique and irreplaceable statewide significance.

3. **Cumulative Significant Effects.** The Project's cumulative contributions to evacuation risk, AIS spread potential, visitor-sector traffic, stormwater pollutant loading, and commercial intensity on the South Shore of Lake Tahoe, when combined with the other past, present, and foreseeable future projects identified in Section XII of this letter, create significant cumulative environmental impacts that have not been adequately analyzed or disclosed.
4. **Piecemealing of Connected TRPA Actions.** The IS/MND's failure to analyze the connected TRPA Settlement Agreement, the 66 additional slip approvals, and the TRPA Code of Ordinances Chapter 37 and 90 amendments in the same environmental document as the physical redevelopment project violates CEQA's anti-piecemealing mandate and deprives the public and decision-makers of an integrated assessment of the Project's full environmental footprint.
5. **Vague and Inadequate Mitigation.** Multiple mitigation measures in the IS/MND are legally insufficient — either because they are vague, deferred, and lack the specificity required by *Sundstrom* and *Sacramento Old City Association*, or because key issue areas have no mitigation at all. The absence of adequate mitigation means that the IS/MND's finding of "no significant effect with mitigation" is not supported by substantial evidence.
6. **Alternatives Not Considered.** The IS/MND fails to consider any reasonable alternative to the Project as proposed — including a rehabilitation alternative, a reduced-intensity alternative, a phased development alternative, or the mandatory no-project alternative. CEQA's alternatives analysis requirement exists precisely to ensure that decision-makers consider whether a project's significant environmental effects can be avoided or substantially reduced through a different approach; its absence from the IS/MND is a fundamental analytical failure.

B. **Specific EIR Content Requirements**

At minimum, the EIR must include the following analytical components that are absent or inadequate in the current IS/MND:

1. A comprehensive wildfire evacuation capacity model, prepared by a qualified emergency management and traffic engineering team, that quantifies the Project's contribution to evacuation queue length and evacuation time under no-notice and planned-event scenarios at peak summer visitor occupancy, and that establishes a maximum permissible visitor load consistent with safe evacuation throughput;
2. A full hydrological analysis, including turbidity plume modeling for bulkhead replacement, BMP sizing calculations and high-water-table constraint analysis, construction dewatering volume and disposal analysis, and cumulative stormwater loading against TMDL allocations;
3. A comprehensive AIS impact analysis, prepared by qualified aquatic ecologists, including site-specific AIS baseline surveys, quantitative propagule dispersal risk assessment for each construction activity, AIS Construction Disturbance Protocol, and CMT construction timing coordination analysis;
4. A detailed biological resources assessment, including protocol-compliant special-status species surveys, wetland jurisdictional delineation, Section 404/401/1602 permit status, and construction-period and operational impacts on the Upper Truckee Marsh restoration;
5. A full VMT analysis compliant with SB 743, including project-generated trip generation, net VMT calculation, and mitigation measures achieving VMT below applicable thresholds;
6. A comprehensive cumulative impacts analysis including all past, present, and reasonably foreseeable future projects, with quantitative analysis of cumulative evacuation risk, AIS spread potential, and stormwater loading; and

7. A thorough alternatives analysis meeting the requirements of CEQA Guidelines section 15126.6, including at minimum the four alternatives identified in Section XIII of this letter.

### C. The Public Trust Doctrine as an Additional Basis for Heightened Review

Independent of and supplementing the CEQA grounds for requiring an EIR, the California public trust doctrine provides an additional, constitutional basis for heightened environmental review of a project with direct effects on Lake Tahoe. The California Constitution, Article X, section 2, and a long line of judicial decisions culminating in the landmark decision of the California Supreme Court in *National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419 (*Mono Lake*), establish that the State of California holds navigable waters and their beds in trust for the people of California for the purposes of navigation, commerce, recreation, and the preservation of natural ecosystems.[20]

Lake Tahoe is a navigable water of California and Nevada, held in public trust for the benefit of present and future generations. Its extraordinary water clarity, its unique deep-water ecosystem, and its status as one of the largest alpine lakes in North America make it a public trust resource of incalculable ecological, cultural, recreational, and economic value. A project that may affect Lake Tahoe's water quality through AIS disturbance, stormwater management, and cumulative pollutant loading potentially implicates public trust resources and warrants careful environmental review. The City, as a public agency exercising regulatory authority over land adjacent to this public trust resource, bears a duty of heightened care in evaluating the Project's impacts on the lake — a duty that reinforces and supplements the rigorous environmental review mandated by CEQA.

## XVI.A. SUMMARY OF CEQA DEFICIENCIES REQUIRING PREPARATION OF AN EIR

The deficiencies identified throughout this comment letter collectively demonstrate multiple independent CEQA deficiencies that preclude lawful adoption of a Mitigated Negative Declaration for the Tahoe Keys Marina Redevelopment Project. Based upon the information presented in the Draft and Final IS/MND, the City's responses to comments, and the materials submitted by Tahoe Sierra Clean Air Coalition on June 1, 2026, substantial evidence supports a fair argument that the Project may result in significant environmental effects requiring preparation of a full Environmental Impact Report.

**1. Failure to Apply the Fair Argument Standard**

CEQA requires preparation of an Environmental Impact Report whenever substantial evidence supports a fair argument that a project may have a significant effect on the environment. (Pub. Resources Code § 21080(c); CEQA Guidelines §§ 15064(f)(1), 15064(g); No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68.)

As documented throughout this comment letter, substantial evidence raises fair argument concerns regarding wildfire evacuation constraints, emergency access limitations, aquatic invasive species impacts, hydrologic and water quality impacts, cumulative impacts, biological resource impacts, and impacts associated with increased occupancy and intensification of use. The existence of differing opinions, contrary conclusions, or proposed mitigation measures does not eliminate the requirement to prepare an EIR where substantial evidence supports a fair argument that significant environmental effects may occur.

**2. Findings Are Not Supported by Substantial Evidence**

CEQA requires that agency findings and environmental determinations be supported by substantial evidence in the administrative record. (Pub. Resources Code § 21080(e); CEQA Guidelines § 15384.)

Numerous less-than-significant determinations contained in the IS/MND are not supported by substantial evidence because critical technical analyses necessary to support the conclusions reached were not prepared or disclosed.

**Examples include, but are not limited to:**

- project-specific evacuation capacity analysis;
- evacuation clearance-time analysis;
- roadway throughput analysis;
- emergency traffic simulation;
- built-environment wildfire propagation analysis;
- AIS fragmentation and dispersal analysis;
- stormwater feasibility analysis under documented high-groundwater conditions;

• construction dewatering analysis;
• cumulative impact analysis; and
• comprehensive analysis of Project consistency with applicable environmental threshold standards.

Assertions of future regulatory compliance, future permitting, or future agency review do not substitute for substantial evidence supporting environmental conclusions reached under CEQA.

**3. Failure to Proceed in the Manner Required by Law**

An agency's decision may be set aside where it has failed to proceed in the manner required by CEQA. (Pub. Resources Code § 21168.5.)

The record reflects multiple instances where environmental review was incomplete, potentially significant environmental issues were not fully analyzed, material questions were deferred to future permitting processes, and substantive comments were not meaningfully addressed through project-specific analysis. These deficiencies undermine CEQA's core purposes of informed decision-making, full public disclosure, and meaningful public participation.

**Among other deficiencies, the IS/MND:**

• fails to adequately analyze wildfire evacuation impacts;
• fails to adequately analyze Project-generated evacuation demand;
• fails to adequately evaluate aquatic invasive species disturbance and spread risks;
• fails to adequately evaluate hydrologic constraints associated with shallow groundwater and former wetland conditions;
• fails to adequately analyze cumulative impacts;
• fails to adequately evaluate the environmental consequences of Project intensification;
• fails to adequately analyze connected actions and related TRPA approvals;
• fails to evaluate a reasonable range of alternatives; and
• relies in several instances upon deferred, vague, or inadequately enforceable mitigation measures.

**4. Improper Segmentation and Piecemealing of Environmental Review**

CEQA requires evaluation of the whole of an action and prohibits the improper segmentation of interrelated project components. (CEQA Guidelines § 15378; Laurel Heights Improvement Assn. v. Regents of University of California (1988) 47 Cal.3d 376.)

The Project relies upon interconnected City approvals, TRPA approvals, implementation of the 2024 Settlement Agreement, recognition of additional marina slips, marina-related operational changes, and related TRPA Code amendments. The IS/MND does not adequately evaluate these connected actions as components of a single integrated undertaking. By evaluating individual project components in isolation and relying upon separate future reviews to address related environmental consequences, the IS/MND understates the Project's cumulative and reasonably foreseeable environmental effects.

**5. Mitigation and Monitoring Deficiencies**

Several mitigation measures and monitoring provisions rely upon future regulatory compliance, future permitting actions, future agency review, or generalized best-management-practice commitments rather than clearly defined, enforceable performance standards capable of demonstrating that impacts will be reduced to a less-than-significant level.

Similarly, the Mitigation Monitoring and Reporting Program does not consistently establish measurable performance criteria, objective success standards, adaptive management triggers, corrective-action requirements, or other mechanisms necessary to demonstrate that mitigation measures will actually achieve the environmental outcomes assumed by the IS/MND.

**6. The Record Raises Significant Questions Concerning the City's Determination That Recirculation Is Unnecessary**

CEQA Guidelines section 15073.5 requires recirculation of a proposed Negative Declaration or Mitigated Negative Declaration when significant new information is added after public notice is given and before adoption.

The Final IS/MND concludes that comments received did not identify additional significant effects, increases in the severity of impacts, or significant new information requiring recirculation. TSCAC respectfully disagrees. The comments submitted identified substantial information concerning wildfire evacuation constraints, emergency access, aquatic invasive species risks, hydrologic feasibility, cumulative impacts, Project intensification, and related environmental concerns that were not meaningfully analyzed in the Draft IS/MND. To the extent this information constitutes significant new information within the meaning of CEQA Guidelines section 15073.5, recirculation may be required to ensure meaningful public review and informed decision-making.

**Conclusion**

For all of the foregoing reasons, and for the reasons set forth throughout this comment letter and supporting appendices, the administrative record contains substantial evidence supporting a fair argument that the Project may result in significant environmental effects. Accordingly, the City has not demonstrated that the Project qualifies for approval based upon a Mitigated Negative Declaration, and preparation and circulation of a full Environmental Impact Report is required prior to approval of the Project.

## XVII. CONCLUSION AND RESERVATION OF RIGHTS

### A. Summary of Principal Objections

For the reasons set forth in detail throughout this letter, I respectfully urge the City of South Lake Tahoe and the Planning Commission to reject the IS/MND for the Tahoe Keys Marina Redevelopment Project and to direct the preparation of a full Environmental Impact Report before any further action is taken on the Project. The IS/MND is legally and technically deficient in multiple independently sufficient respects, including its failure to analyze wildfire evacuation risk; its inadequate treatment of aquatic invasive species disturbance risks; its incomplete and internally inconsistent stormwater and hydrological analysis; its failure to demonstrate compliance with TRPA threshold standards; its impermissible piecemealing of connected TRPA regulatory actions; its reliance on vague, deferred, and legally unenforceable mitigation measures; its failure to consider a reasonable range of project alternatives; and its perfunctory cumulative impact analysis.

1. **Wildland-Urban Interface Wildfire Analysis**

The IS/MND appears to evaluate wildfire impacts primarily through the lens of urban fire protection measures associated with the Project site itself, including emergency access, building standards, and fire-suppression capabilities. While such considerations are important, contemporary wildfire science increasingly recognizes that wildfire risk within Wildland-Urban Interface environments arises from the interaction of development, vegetation, infrastructure, human activity, and surrounding landscape conditions rather than from individual structures considered in isolation.

Recent wildfire research emphasizes that built environments and adjacent wildlands function as interconnected systems in which urban growth, increased occupancy, transportation infrastructure, and expanded human activity can influence ignition probability, exposure, vulnerability, and wildfire propagation across the broader landscape. The Tahoe Keys Marina Redevelopment Project proposes expanded visitor-serving commercial uses, workforce housing, marina operations, public gathering areas, and increased occupancy immediately adjacent to environmentally sensitive marsh, shoreline, and open-space environments.

The IS/MND provides limited discussion of how these development intensification factors may interact with surrounding Wildland-Urban Interface conditions, wildfire propagation pathways, ignition probabilities, cumulative wildfire vulnerability, or ecosystem-level wildfire risk. Instead, the analysis appears largely focused on project-site fire protection measures. This narrow approach may not adequately evaluate reasonably foreseeable wildfire-related environmental impacts within the broader Tahoe Keys, Upper Truckee Marsh, Cove East, and shoreline interface environment.

Accordingly, substantial evidence supports preparation of an EIR to evaluate wildfire impacts using a broader Wildland-Urban Interface framework that considers both built-environment and wildland conditions rather than limiting review primarily to project-site fire protection measures.

These are not technical objections raised for procedural purposes. They reflect genuine and substantive concerns about a project that proposes significant physical changes to one of the most ecologically sensitive, most actively managed, and most publicly significant environmental sites in

the Lake Tahoe Basin — the Tahoe Keys Marina and its adjacent lagoon, marsh, and lake margin. Lake Tahoe's future as a world-class ecological and recreational resource depends, in no small measure, on the quality of the environmental decisions made at precisely these critical junctures — when large-scale development proposals come before public agencies with the authority to demand rigorous environmental review. I respectfully submit that this is such a juncture, and that the City has the legal obligation, and the moral responsibility to the public, to require a full EIR.

**ATTATCHMENTS:**

**ELECTRONIC LINKS TO ATTACHMENTS**

Due to the volume of supporting materials referenced herein, electronic links are provided in lieu of hard-copy attachments. All referenced materials are publicly available or otherwise accessible through the provided links. TSCAC reserves the right to provide hard copies of any or all referenced materials to the Planning Commission, City Council, TRPA, or any reviewing body during future proceedings associated with this matter.

**Attachment A:** PyroAnalysis LLC and Ladris AI, *Independent Lake Tahoe Basin Wildfire Evacuation Analysis* (TahoeCleanAir.org, August 2024) **[LINK HERE]** and **[LINK HERE]**

**Attachment B:** TRPA AIS Program Update, Presentation to TRPA Governing Board, July 23, 2025 (Dennis Zabaglo, TRPA AIS Program Manager) **[LINK HERE]**

**Attachment C:** *Lake Tahoe Regional Evacuation Plan* (CAL FIRE, El Dorado County Sheriff's Office, South Lake Tahoe Fire Rescue, Lake Valley Fire Protection District, California Highway Patrol, et al., September 2024) **[LINK HERE]**

**Attachment D:** *2025 Tahoe Basin Community Wildfire Protection Plan* (February 2025) **[LINK HERE]**

**Attachment E:** California Tahoe Conservancy, *Upper Truckee Marsh Restoration Project Summary* (2022) **[LINK HERE]**

**Attachment F:** *Tahoe Keys Green Infrastructure Planning Document* **[LINK HERE]**

**Attachment G:** TRPA Regional Planning Committee Staff Report, Tahoe Keys Marina Redevelopment and Expansion Project, March 18, 2026 (TRPA File No. ERSP2025-0602) **[LINK HERE]**

**Attachment H:** Mahmoud, Hussam (2024). *"Reimagining a Pathway to Reduce Built-Environment Loss During Wildfires," Cell Reports Sustainability, Vol. 1, Article 100121 (Elsevier, June 2024).* **[LINK HERE]**

This peer-reviewed scientific publication explains that modern wildfire risk assessment must evaluate not only wildland fire behavior, but also structure-to-structure fire spread, ember-driven fire transmission, urban conflagration dynamics, community vulnerability, urban growth, and interactions between the built environment and surrounding vegetation. The paper concludes that wildfire mitigation strategies should integrate both wildland and built-environment analyses because wildfire losses increasingly result from fire propagation through developed communities and not solely through natural vegetation systems.

**ENDNOTES**

1. CEQA Guidelines, 14 Cal. Code Regs. § 15074(b) (requiring the lead agency to consider comments received during the public review period for a proposed Negative Declaration or Mitigated Negative Declaration before adoption); Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova (2007) 40 Cal.4th 412, 447 (environmental review requires meaningful consideration of substantive comments and reasoned responses to significant environmental issues raised during the review process).
2. Cal. Pub. Resources Code § 21080(c)(1); CEQA Guidelines, 14 Cal. Code Regs. § 15064(f)(1) ("If the lead agency determines there is substantial evidence that the project may have a significant effect on the environment, the lead agency shall prepare an EIR.").
3. Pocket Protectors v. City of Sacramento (2004) 124 Cal.App.4th 903, 928 ("The fair argument standard is a low threshold for requiring preparation of an EIR."); Communities for a Better Environment v. California Resources Agency (2002) 103 Cal.App.4th 98, 109.
4. No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68, 84–85 ("Where there is substantial evidence that a project may have a significant environmental impact, preparation of an environmental impact report is mandatory, even in the face of contrary evidence."); Laurel

Heights Improvement Association v. Regents of the University of California (1988) 47 Cal.3d 376, 393.

5. No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68, 74 ("The [EIR] is the heart of CEQA"); Laurel Heights Improvement Association v. Regents of the University of California (1988) 47 Cal.3d 376, 392 ("An EIR must be prepared whenever it can be fairly argued on the basis of substantial evidence that the project may have significant environmental impact.").
6. Pocket Protectors v. City of Sacramento (2004) 124 Cal.App.4th 903, 930–932; see also Bakersfield Citizens for Local Control v. City of Bakersfield (2004) 124 Cal.App.4th 1184, 1200 ("[T]he fair argument standard requires the preparation of an EIR even though the lead agency itself may have concluded there is no significant effect.").
7. Laurel Heights Improvement Association v. Regents of the University of California (1988) 47 Cal.3d 376, 404–405 ("CEQA requires that an EIR contain facts and analysis, not just bare conclusions or opinions."); Concerned Citizens of Costa Mesa, Inc. v. 32nd Dist. Agricultural Association (1986) 42 Cal.3d 929, 936.
8. CEQA Guidelines, 14 Cal. Code Regs. § 15064(f)(1) ("If the lead agency determines there is substantial evidence that the project may have a significant effect on the environment, the lead agency shall prepare an EIR."); CEQA Guidelines, 14 Cal. Code Regs. § 15064(g); Friends of "B" Street v. City of Hayward (1980) 106 Cal.App.3d 988, 1002–1003.
9. Cal. Pub. Resources Code § 21064.5 (defining a Mitigated Negative Declaration as permissible only where revisions in the project or mitigation measures agreed to by the applicant would avoid or mitigate the effects to a point where clearly no significant effect on the environment would occur, and there is no substantial evidence in light of the whole record before the public agency that the project as revised may have a significant effect).
10. Sundstrom v. County of Mendocino (1988) 202 Cal.App.3d 296, 306–308 ("Mitigation measures must be fully discussed in the environmental document, and measures which are only speculative or vague promises of future action to reduce adverse impacts cannot support a negative declaration."); see also Kings County Farm Bureau v. City of Hanford (1990) 221 Cal.App.3d 692, 726–727.
11. Sacramento Old City Association v. City Council (1991) 229 Cal.App.3d 1011, 1028–1029 ("A negative declaration based upon mitigation measures that are not fully enforceable is

not supported by substantial evidence."); CEQA Guidelines, 14 Cal. Code Regs. § 15126.4(a)(1)(B).

12. CEQA Guidelines, 14 Cal. Code Regs. §§ 15378, 15003(h); Cal. Pub. Resources Code § 21065; Orinda Association v. Board of Supervisors (1986) 182 Cal.App.3d 1145, 1170.
13. Bozung v. Local Agency Formation Commission (1975) 13 Cal.3d 263, 283; Whitman v. Board of Supervisors (1979) 88 Cal.App.3d 397, 412.
14. CEQA Guidelines, 14 Cal. Code Regs. § 15151; Laurel Heights Improvement Assn. v. Regents of University of California (1988) 47 Cal.3d 376, 404–405.
15. Tahoe Regional Planning Compact, Pub. L. 91-148 (1969), as amended by Pub. L. 96-551 (1980); TRPA Regional Plan for the Lake Tahoe Basin; TRPA Code of Ordinances (2012 and as amended); Cal. Gov't Code § 66801.
16. CEQA Guidelines, 14 Cal. Code Regs. § 15168; Laurel Heights Improvement Association v. Regents of the University of California (1988) 47 Cal.3d 376, 396.
17. CEQA Appendix G, Environmental Checklist, Item X (Land Use and Planning); CEQA Guidelines, 14 Cal. Code Regs. § 15125(d).
18. CEQA Guidelines, 14 Cal. Code Regs. § 15130(a); Cal. Pub. Resources Code § 21083(b)(2); Bakersfield Citizens for Local Control v. City of Bakersfield (2004) 124 Cal.App.4th 1184, 1215–1220.
19. Sacramento Old City Association v. City Council (1991) 229 Cal.App.3d 1011, 1028–1029; Sundstrom v. County of Mendocino (1988) 202 Cal.App.3d 296, 307; CEQA Guidelines, 14 Cal. Code Regs. § 15126.4(a)(1)(B); Defend the Bay v. City of Irvine (2004) 119 Cal.App.4th 1261, 1275.
20. Cal. Const., art. X, § 2; National Audubon Society v. Superior Court (1983) 33 Cal.3d 419, 435–437; People v. Gold Run Ditch & Mining Co. (1884) 66 Cal. 138, 151; Marks v. Whitney (1971) 6 Cal.3d 251, 259–260.

**APPENDIX A**

**Response to Final IS/MND Responses to Tahoe Sierra Clean Air Coalition Comments**

**Deficiencies in the Final IS/MND Responses**

TSCAC respectfully submits this Appendix to address deficiencies in the Final IS/MND Responses to Comments concerning TSCAC's June 1, 2026 comment letter.

The Final IS/MND states that the comments received did not identify any additional significant effects, any increase in the severity of an impact identified in the Draft IS/MND, or any significant new information, and therefore concludes that recirculation is not required under CEQA Guidelines section 15073.5. TSCAC respectfully disagrees.

The Responses to Comments do not resolve the substantive deficiencies identified by TSCAC. Instead, the Responses repeatedly rely on generalized conclusions, future regulatory compliance, existing evacuation maps, CodeRED notification systems, and assertions that TSCAC failed to provide substantial evidence. Those responses do not cure the Draft IS/MND's failure to provide project-specific analysis of evacuation demand, wildfire risk, stormwater feasibility, AIS spread risk, cumulative impacts, or the Project's substantial intensification of use.

1. **Response O3-1 Does Not Resolve the Core Fair Argument Issue**

Response O3-1 states that the Draft IS/MND is "appropriate, adequate, and in accordance with CEQA requirements." This is conclusory. TSCAC's comment did not merely express opposition to the Project. It identified specific analytical deficiencies, including inadequate baseline data, deferred mitigation, wildfire evacuation omissions, hydrology and stormwater deficiencies, AIS spread risk, and cumulative impact deficiencies. A generalized statement that the IS/MND is adequate does not address whether substantial evidence supports a fair argument that the Project may result in significant environmental impacts.

2. **Response O3-2 Does Not Adequately Address the Impaired Baseline**

TSCAC's comment identified the Tahoe Keys Marina as part of one of the most environmentally impaired portions of the Lake Tahoe Basin, including direct hydrologic connectivity to the Tahoe

Keys Lagoons and Lake Tahoe, existing AIS infestation, high seasonal groundwater, and potential legacy contamination from decades of marina operations.

The response relies primarily on Project objectives, BIO-4, equipment inspection, decontamination, and future permits. Those measures do not constitute an adequate baseline analysis. The issue raised by TSCAC was not merely whether construction equipment would be inspected for AIS. The issue was whether the IS/MND adequately analyzed the Project against the existing impaired environmental setting, including hydrologic connectivity, AIS infestation, shallow groundwater, and possible legacy contamination. The Response does not meaningfully address that broader baseline issue.

3. **Response O3-3 Relies on Future Permitting and Regulatory Compliance Rather Than Present CEQA Analysis**

TSCAC specifically identified the absence of site-specific hydrogeologic data, groundwater elevation monitoring, infiltration testing, and analysis of stormwater system performance under high groundwater conditions. The Response refers to other responses, future RWQCB review, future SWPPP preparation, compliance with the Clean Water Act, TRPA Code, NPDES requirements, and City Code.

This does not answer the technical question raised. The issue is whether the IS/MND presently contains substantial evidence demonstrating that proposed stormwater systems will function as claimed under site-specific Tahoe Keys conditions. Future permit compliance does not substitute for a current CEQA analysis of feasibility, performance, and environmental consequences. The Response does not identify groundwater data, infiltration testing, seasonal groundwater monitoring, or hydrologic modeling demonstrating that the proposed infiltration-based systems will perform as assumed.

4. **Response O3-4 Does Not Adequately Address Construction-Phase AIS Fragmentation and Spread Risk**

TSCAC raised a specific concern that prolonged in-water construction, bulkhead replacement, pile driving, sediment disturbance, and increased boating activity in a heavily AIS-infested area could fragment and spread aquatic invasive species.

The Response refers to BIO-4, future 401 certification, future AIS HACCP review, and other permitting requirements. However, the Response does not provide a project-specific analysis of AIS fragmentation risk during bulkhead replacement and in-water construction. Nor does it identify baseline AIS density at the work areas, construction sequencing to avoid AIS spread, enforceable turbidity thresholds, work-stop triggers, third-party monitoring, or adaptive management requirements. The Response therefore does not resolve the concern that the IS/MND relies on generalized mitigation rather than substantial evidence demonstrating that AIS impacts will be reduced below significance.

5. **Response O3-5 Does Not Adequately Address Transportation, VMT, Scenic, and Cumulative Impact Concerns**

TSCAC raised concerns that the Project triples the developed footprint, increases visitor-serving uses, relies on a 218 daily VMT estimate, fails to address peak-season congestion and parking spillover, lacks adequate visual analysis of the 42-foot boat storage building, and applies an unduly narrow cumulative impact framework.

The Response states that the IS/MND analyzed these impacts and found them less than significant, and that TSCAC did not provide substantial evidence. This response is conclusory. It does not address the specific concern that the Project's operational intensity and public-facing commercial activity may increase peak-season traffic, parking demand, evacuation demand, and visual massing impacts beyond what is captured by average daily VMT metrics. Nor does it explain why cumulative impacts should be narrowly framed where wildfire evacuation, AIS spread, Lake Tahoe water quality, and South Shore transportation impacts are regional in nature.

6. **Response O3-6 / O3-9 Does Not Resolve the Evacuation Demand Issue**

The Responses rely heavily on the assertion that the Project would not modify existing evacuation routes and would participate in CodeRED. This does not answer TSCAC's central point.

TSCAC did not merely allege that evacuation routes would be physically modified. TSCAC alleged that the Project increases evacuation demand within a constrained Tahoe Keys roadway system and that the IS/MND contains no evacuation clearance-time analysis, evacuation capacity analysis,

roadway throughput analysis, emergency traffic simulation, or project-generated evacuation demand analysis.

The existence of an evacuation map and an emergency notification system does not demonstrate that roadway capacity is adequate. Notification does not create evacuation capacity. The relevant CEQA issue is whether the Project's increased occupancy, employees, visitors, commercial uses, boat storage, marina activity, and public gathering spaces could increase demand on constrained evacuation facilities during wildfire conditions. The Responses do not meaningfully answer that question.

**7. The Responses Improperly Recast Substantial Evidence as "Supposition" or "Opinion"**

Response O3-11 characterizes TSCAC's wildfire and evacuation concerns as based on "supposition" regarding increased vehicle trips and "opinion" regarding the adequacy of the wildfire analysis. That framing is incomplete.

TSCAC relied on the Project's own scale and intensification, including increased square footage, expanded commercial uses, boat storage, workforce housing, and public access improvements. TSCAC also cited independent wildfire evacuation information and raised the absence of modeling or clearance-time analysis. These are not merely expressions of opinion. They are factual and analytical objections to the IS/MND's lack of substantial evidence supporting its less-than-significant wildfire and evacuation determinations.

**8. The Final IS/MND's No-New-Information Finding Is Unsupported**

The Final IS/MND broadly concludes that the comments received did not identify any additional significant effects, any increase in severity, or any significant new information. That conclusion is not supported by the Responses to TSCAC's comments.

TSCAC identified information and omissions regarding wildfire evacuation, emergency access, fire risk, hydrology, stormwater feasibility, AIS spread, impaired baseline conditions, and cumulative impacts. The Responses largely reject these issues by relying on prior conclusions, future permitting, or assertions that no substantial evidence was presented. A lead agency may disagree with comments, but it must still demonstrate that its conclusions are supported by substantial evidence. The Responses do not provide that missing analysis.

## 9. Conclusion

The Responses to TSCAC's comments do not eliminate the fair argument that the Project may result in significant environmental effects. The Responses do not provide the missing technical analyses identified by TSCAC, including evacuation modeling, clearance-time analysis, site-specific stormwater feasibility analysis, AIS fragmentation analysis, built-environment wildfire spread analysis, or a broader cumulative impact analysis appropriate to the Tahoe Basin setting.

Accordingly, TSCAC maintains that the Final IS/MND does not provide substantial evidence supporting the Project's less-than-significant findings or the determination that no EIR is required. The City should decline to adopt the IS/MND and should instead require preparation of a full CEQA EIR and corresponding TRPA environmental review.

Sincerely,
Doug Flaherty, President **(BIO NARRATIVE)**
Tahoe Sierra Clean Air Coalition (DBA TahoeCleanAir.org)
A Nevada 501(c)(3) Non-Profit Corporation
Registered to do business in California

TahoeCleanAir.org Organizational Purpose:

Tahoe Sierra Clean Air Coalition (DBA TahoeCleanAir.Org) is a Nevada 501 (c) (3) non-profit corporation registered to do business in the State of California. Our organizational purpose extends beyond protecting clean air, and includes, among other purposes, protecting and preserving natural resources, including but not limited to clean air, clean water, including lake and stream clarity, soils, plants and vegetation, wildlife and wildlife habitat including wildlife corridors, fish and fish habitat, birds and bird migration, insects, forest and wilderness from adverse environmental impacts and the threat and potential of adverse environmental impacts, including cumulative adverse impacts, within the Nevada and California Sierra Range, and its foothill communities, with corporation/organization geographical purpose priority being that of the Lake Tahoe Basin. Our purpose further extends to all things incidental to supporting environmental impact assessments and studies, including the gathering of data necessary to analyze the cumulative adverse environmental, health and safety impacts from public and private projects inside and outside the Lake Tahoe Basin, and addressing and supporting safe and effective evacuation during wildfire. Our purpose further extends to supporting transparency in government to ensure that our purpose and all things incidental to our specific and primary purposes are achieved.

# Responses to Late Comment Letter on Tahoe Keys Marina IS/MND

Tahoe Keys Marina Redevelopment Project

Initial Study / Mitigated Negative Declaration

Response to Late Comment Letter from Tahoe Sierra Clean Air Coalition (TSCAC)

Dated: June 10, 2026

File No. DR25-007 / SCH No. 2026040227

## Introductory Note Regarding Late Comment

This comment letter from the Tahoe Sierra Clean Air Coalition (TSCAC), dated June 10, 2026, was received after the close of the public review and comment period for the IS/MND, which ended on June 1, 2026 at 5:00 p.m. CEQA does not require formal written responses to comments received after the close of the public review period. (See CEQA Guidelines § 15074(b).) Nevertheless, the letter has been included in the administrative record and provided to the decision-makers for their awareness. The following responses are provided for informational purposes.

## Response to Section I: Introduction

**Comment Summary:** The comment provides an introduction to the commenter organization (TSCAC), describes the Project, summarizes procedural history, states the commenter's legal and regulatory basis for commenting, requests record inclusion, preserves legal rights, and provides an overview of principal contentions. The comment requests the City withdraw the IS/MND and prepare a full EIR.

**Response:** The comment is introductory in nature and provides a summary of concerns that are addressed in detail in the responses below. The City, as lead agency under CEQA, prepared the IS/MND in accordance with CEQA Guidelines Sections 15063 and 15070 through 15073.5. The Draft IS/MND and revised Notice of Intent were circulated for public review for no less than 30 days, consistent with CEQA Guidelines Section 15105. All comments received during the public review period (May 1 through June 1, 2026) were accepted and are addressed in the Final IS/MND. The comment letter and its attachments are included in the administrative record. The IS/MND is considered appropriate, adequate, and prepared in accordance with CEQA requirements. No further response is required.

For clarification, the comment does state the commenter's understanding that the Project includes the approval of 66 boat slips. The 66 slips to which the comment refers are and have been operational within the existing lagoon. The administrative matter was corrected in 2024 through an agreement with TRPA. As the slips to which the comment refers are part of the existing/baseline condition, they do not represent a potential change in physical environmental conditions as a result of the Project and are not required to be evaluated as part of the IS/MND.

## Response to Section II: Mitigated Negative Declaration Versus Environmental Impact Report — The Fair Argument Standard

**Comment Summary:** The comment asserts that substantial evidence supports a fair argument that the Project may result in significant environmental effects, requiring an EIR. The comment discusses the fair argument standard, CEQA's prohibition on deferred mitigation and piecemealing, and cumulative intensification of land use. The comment contends that the IS/MND relies on vague and deferred mitigation and improperly segments TRPA actions from the City's environmental review.

**Response:** The comment expresses the commenter's legal opinion regarding the appropriate level of CEQA review. The IS/MND was prepared in accordance with CEQA requirements and represents the City's independent judgment and analysis. The IS/MND evaluates the whole of the action for which City approval is sought. TRPA actions are within TRPA's independent jurisdiction. The City cannot direct TRPA (an independent agency) to prepare an EIS, and TRPA's environmental review obligations are independent of the City's CEQA obligations. The dock replacement project received separate permits and is analyzed separately, consistent with its independent utility. Refer to Response to Comment I4-5. The commenter has not presented substantial evidence of a new significant effect or a substantial increase in the severity of an impact not already addressed in the IS/MND. The mitigation measures are specific, enforceable, and committed to prior to project approval through the MMRP adopted concurrently with the IS/MND. Refer to Response to Comment O3-7 in the Final IS/MND. No further response is required.

## Response to Section III: Wildfire Risk and Public Safety

**Comment Summary:** The comment asserts that the IS/MND's wildfire analysis is deficient because it does not include evacuation modeling, built-environment fire propagation analysis, or evaluation of the Project's contribution to evacuation demand. The comment references the 2021 Caldor Fire evacuation, the 2024 Regional Evacuation Plan, the 2025 CWPP, and a 2024 peer-reviewed publication by Mahmoud regarding built-environment wildfire propagation.

**Response:** The comment repeats and expands upon concerns raised by TSCAC in its June 1, 2026 comment letter, which are addressed in Responses O3-6, O3-9, and O3-11 of the Final IS/MND. The IS/MND evaluates wildfire impacts under CEQA Appendix G, Section XX (Wildfire). As explained in Section 4.9, the Project area is located within a mix of locally-designated Moderate, High, and Very High FHSZs, trending higher in terms of risk from west to east (CAL FIRE 2025). The Project does not modify existing evacuation routes. Tahoe Keys Boulevard is an existing evacuation route and would remain accessible during both construction (with traffic control and coordination with SLT Fire Rescue and Public Works) and operation. The Project would participate in the CodeRED notification system, an evacuation map has been adopted for the Tahoe Keys area, and continued implementation of the City's evacuation plan was considered as part of baseline conditions during preparation of the IS/MND.

The Project is required to meet the 2022 California Fire Code (CCR Title 24, Part 9), which establishes regulations to safeguard against the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises. The Fire Code also

establishes requirements intended to provide safety for and assistance to firefighters and emergency responders during emergency operations. The provisions of the Fire Code apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure throughout California. Chapter 33 (Fire Safety During Construction and Demolition) of the California Fire Code outlines general fire safety precautions to maintain required levels of fire protection, limit fire spread, establish the appropriate operation of equipment and promote prompt response to fire emergencies. The Fire Code includes regulations regarding fire-resistance-rated construction, fire protection systems such as alarm and sprinkler systems, fire services features such as fire apparatus access roads, means of egress, and fire safety during construction and demolition. The Project complies with current fire and building codes, includes ignition-resistant construction, fire sprinklers, adequate hydrant flows, emergency/fire apparatus access, defensible space, and TRPA native vegetation requirements. The Project includes water storage tanks (up to 500,000 gallons) for fire flow and proposes to underground electrical lines, reducing ignition risk. The site is flat and previously developed. In addition, the Project would reduce on-site parking from 325 to 251 spaces, which would reduce the number of vehicles capable of being present within the Project area. It is logical to assume then that the number of vehicles that may attempt to exit the Project area at any given time (including during an evacuation event) would be less than under existing conditions, and as a result, the Project would not exacerbate evacuation timing or vehicle delays along evacuation routes in the area.

The evidence does not demonstrate that the Project will increase off-site wildfire ignitions. The Project's code compliant design aligns with conditions shown in the literature to have low ignition risk. The IS/MND does not require built-environment fire propagation modeling because the analysis adequately demonstrates impacts are less than significant based on project design, regulatory compliance, and site conditions. The commenter's references to general wildfire science literature do not constitute project-specific substantial evidence of a significant impact. Refer to Responses O3-6, O3-9, and O3-11. No further response is required.

## Response to Section IV: Hydrology, Water Quality, and Stormwater

**Comment Summary:** The comment asserts the IS/MND inadequately analyzes hydrology and water quality, particularly regarding infiltration performance under high-groundwater conditions, stormwater treatment effectiveness, disclosure of the bulkhead replacement component, and consistency with ONRW protections and the Lake Tahoe TMDL.

**Response:** The comment repeats and expands upon concerns raised in TSCAC's prior comment letter, which are addressed in Responses to Comments O3-3 and O3-7 of the Final IS/MND. The IS/MND Section 4.10 evaluates hydrology and water quality impacts. The Project would install new stormwater infrastructure including permeable pavement, bioswales, landscaping, and underground stormwater storage/infiltration facilities designed to infiltrate the 20-year, 1-inch-per-hour storm event as required by TRPA Code Section 60.4. Refer to Response to Comment L1-6. The proposed subsurface infiltration facilities (with capacities of 2,800 cubic feet [cf], 4,600 cf, and 900 cf) exceed water-quality requirements and are designed to meet regulatory groundwater separation requirements. The Project requires enrollment and compliance with applicable Lahontan RWQCB permits, including preparation of a SWPPP by a qualified professional. The Lahontan RWQCB commented on the Draft IS/MND and acknowledged that water-quality impacts would be mitigated through compliance with applicable Water Board

permits. The Project must also comply with Marina General Permit R6T-2016-0038. The commenter does not identify a specific inadequacy in the stormwater design supported by substantial evidence; general assertions regarding groundwater conditions do not constitute substantial evidence of a significant impact. Refer to Responses to Comments L1-1 through L1-8. With respect to the bulkhead replacement component of the Project, refer to pages 17-21 of the Draft IS/MND. No further response is required.

## Response to Section V: Aquatic Invasive Species

**Comment Summary:** The comment asserts the IS/MND inadequately addresses the Project's impacts on AIS, including risks of AIS fragmentation and spread during bulkhead replacement and in-water construction, and interactions with the ongoing CMT program.

**Response:** The comment repeats and expands upon concerns addressed in Responses to Comments O3-2 and O3-4 of the Final IS/MND. MM BIO-4 requires all equipment and materials entering or leaving the lagoon to be inspected for AIS and decontaminated if needed, consistent with the TRPA AIS Management Program. MM BIO-2 includes measures to prevent contamination during bulkhead removal, including secure disposal of attached plants and invertebrates, and modifications to drainage inlets near bulkhead materials to prevent AIS-contaminated water from flowing back to the lagoon. The bulkhead replacement involves placement of new sheet piles in front of existing sheet piles; in-water work requires a Lake and Streambed Alteration Agreement (LSAA) from CDFW, a CWA Section 404 permit from USACE, and Section 401 certification from Lahontan RWQCB, which will require an AIS HACCP plan. The Biological Resources Assessment identifies measures to prevent establishment, control and eradicate, reduce spread, and provide early detection of AIS. The commenter's concerns regarding potential AIS impacts are addressed through enforceable mitigation measures and regulatory permit conditions. The CMT program is a separate program that is part of the existing environmental baseline accounted for in the IS/MND analysis. The CMT program is not a component of the Project. It is also worth noting that the CMT involved the generation and collection of field data to guide and support the development of additional methods for AIS control. Based on the Draft Final Report that was prepared for the CMT in April 2025, testing and implementation of the CMT was completed in 2024. Refer to Responses to Comments O3-2 and O3-4.

In partnership with the Tahoe Resource Conservation District, TRPA currently manages the Lake Tahoe Watercraft Inspection Program to protect Lake Tahoe from the introduction of invasive species by watercraft entering the Lake Tahoe basin. As this comment correctly notes, in 2025, the TRPA Governing Board approved an update to the Inspection Program to strengthen watercraft inspection procedures by requiring comprehensive inspection of all watercraft entering Lake Tahoe basin for the presence of golden mussels, an invasive species that, in October 2024, was found in the O'Neil Forebay, a Merced County feature of the Sacramento-San Joaquin Delta. Pursuant to the updated Inspection Program, all watercraft entering the Tahoe Basin, including watercraft that might pass through the Tahoe Keys Marina, must be inspected for invasive species, including golden mussels, and be completely decontaminated of any such species before the watercraft will be permitted to enter Lake Tahoe basin. The 2025 update to the Inspection Program also included a decontamination fee increase to fund the new inspection procedures. All watercraft that might travel to the Project site will be required to comply with the Watercraft Inspection Project and thus must be decontaminated of any golden mussels before

it will be permitted within the basin and before it would reach the Tahoe Keys marina. The Project is thus not expected to exacerbate any impacts related to the inadvertent introduction of golden mussels to the aquatic environment of Lake Tahoe. No further response is required.

## Response to Section VI: TRPA Compliance and Threshold Standards

**Comment Summary:** The comment asserts the IS/MND does not adequately demonstrate compliance with TRPA Environmental Threshold Carrying Capacities and improperly bifurcates the analysis of connected TRPA actions.

**Response:** The comment is noted. The City is the CEQA lead agency for the proposed project. TRPA is an independent regulatory agency with its own environmental review obligations under the Tahoe Regional Planning Compact. The City cannot direct TRPA to prepare an EIS. The Project requires separate TRPA approval, and TRPA will conduct its own independent environmental review as required under its regulations. The IS/MND evaluates the Project under CEQA using applicable significance thresholds. The IS/MND is not required to duplicate TRPA's independent threshold analysis. Section 2.4.10 of the IS/MND explains how TRPA determines allowable changes to land coverage. The Project site's existing land coverage is 287,252 square feet. With the Project, coverage would be reduced by 1,348 square feet to 285,904 square feet. With respect to the comment's statements regarding the interpreted increase of 66 boat slips, refer to Response to Section I above. No further response is required.

## Response to Section VII: Biological Resources and Sensitive Habitats

**Comment Summary:** The comment asserts the IS/MND fails to adequately address biological resource impacts, including wetland impacts, habitat impacts, and long-term biological effects of redevelopment.

**Response:** The comment is noted. The Biological Resources Assessment (BRA) is based on reconnaissance surveys conducted in July 2024, May 2025, and October 2025. The Project area is heavily disturbed and developed. No suitable habitat for special-status terrestrial species was identified in the Project area. The marina lagoon is not suitable for special-status aquatic species due to watercraft movement and ongoing maintenance. Riparian habitat and sensitive natural communities are not present in the Project area. The lagoon is a jurisdictional water. In-kind bulkhead and boat launch work requires permits from USACE, RWQCB, and CDFW with conditions addressing water quality, BMPs, and AIS. Impacts are less than significant with mitigation incorporated. The City may expect the agencies issuing these permits to comply with all regulatory requirements for the protection of biological resources and sensitive habitats. *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906. The commenter does not provide project-specific substantial evidence that the BRA or IS/MND conclusions are inadequate. Refer to Response to Comment S1-2. With respect to the adjacent marsh, the comment speculates that potential fringe effects may occur both during construction and operation. Where appropriate, consideration and mitigation for potential impacts to the marsh are considered, contrary to the statements made in this comment, as evidenced by the biological resources mitigation measures provided in the MND. In addition and consistent with applicable requirements (including NPDES), the Project would be required to limit stormwater runoff such that significant impacts to adjacent uses would not occur. No further response is required.

## Response to Section VIII: Traffic, Circulation, and Vehicle Miles Traveled

**Comment Summary:** The comment asserts the IS/MND fails to adequately analyze transportation impacts, including evacuation demand, peak-season congestion, parking spillover, and cumulative VMT.

**Response:** The comment repeats concerns addressed in Responses to Comments O3-5, O3-6, and O3-9 of the Final IS/MND. The LSC transportation analysis found the Project would generate approximately 1,839 daily vehicle trips, an increase of 175 daily trips over existing conditions. As explained in Response to Comment 02-7, evening peak-hour trips would increase by 37. Daily VMT is anticipated to increase by 218, which would be below TRPA's low-VMT screening criterion of 715 daily VMT. Therefore, the Project is considered a low-VMT generating project and transportation impacts are less than significant. The Project includes bicycle racks, kayak racks, a public promenade, pedestrian connectivity improvements, and onsite employee housing to reduce trips. The commenter does not present substantial evidence, such as a traffic study or VMT analysis, demonstrating a significant transportation impact. Refer to Responses to Comments O3-5, O3-6, and O3-9. No further response is required.

## Response to Section IX: Air Quality and Greenhouse Gas Emissions

**Comment Summary:** The comment asserts the IS/MND inadequately analyzes air quality and GHG impacts associated with the Project's increased intensity and operational emissions.

**Response:** The comment is noted. The IS/MND air quality and GHG analyses used CalEEMod and applicable EDCAQMD/PCAPCD significance thresholds. Construction and operational emissions are below applicable thresholds. Operational criteria pollutant emissions total 6 lb/day ROG and 2 lb/day NOx, well below the EDCAQMD threshold of 82 lb/day. Construction GHG emissions are a maximum of 388 MTCO2e/year, below the 10,000 MTCO2e/year threshold. Operational GHG is based on 218 additional daily VMT. The Project is consistent with City Climate Action Plan strategies, and modern code-compliant buildings improve energy efficiency over existing deteriorated facilities. None of the climate issues raised in the comment constitute "changed circumstance" or "new information" requiring supplemental environmental review under CEQA because climate change and its indirect effects were known and considered in the analysis of the IS/MND. The commenter does not identify a specific error in the modeling or present contrary substantial evidence. No further response is required.

## Response to Section X: Noise and Light Impacts

**Comment Summary:** The comment asserts the IS/MND inadequately analyzes noise and light impacts from Project construction and operation, including marine lighting impacts on the adjacent marsh.

**Response:** The comment is noted. The noise analysis (IS/MND Appendix C) evaluated construction and operational noise. Construction noise would occur during daytime hours. Predicted increases are below the adopted significance standard. Mitigation applies to any construction outside standard daytime hours. Regarding lighting, exterior lights would be directed downward with cutoff shields and limited lighting intensity to minimize spillover, consistent with applicable standards. The scenic analysis found the Project is not visible from

designated scenic roadway units or individual roadway scenic resources. The Project improves visual consistency through enclosed storage, native landscaping, and mountain architecture. The commenter does not provide substantial evidence of a significant noise or light impact beyond what is analyzed in the IS/MND. No further response is required.

## Response to Section XI: Deficiencies in Monitoring Plan

**Comment Summary:** The comment asserts the MMRP lacks measurable performance criteria, objective success standards, adaptive management triggers, and corrective-action requirements.

**Response:** The comment is noted. The MMRP has been prepared pursuant to Public Resources Code Section 21081.6 and CEQA Guidelines Section 15097. The MMRP identifies each mitigation measure, the responsible party, timing of implementation, and monitoring/reporting requirements. The mitigation measures are specific and enforceable as conditions of project approval. Additional performance standards and monitoring requirements are imposed through separate regulatory permits (e.g., SWPPP, LSAA, 401/404 permits, Marina General Permit) that include their own monitoring, reporting, and adaptive management provisions. The commenter's preference for additional specificity in the MMRP does not constitute substantial evidence of a significant environmental impact. No further response is required.

## Response to Section XII: Archeological Sensitivity

**Comment Summary:** The comment asserts the IS/MND does not adequately address the site's archaeological sensitivity, including the need for subsurface testing and a specific Unanticipated Discovery Plan.

**Response:** The comment is noted. The Cultural Resources Evaluation was completed in 2025 and included a CHRIS records search, a Sacred Lands File Records search, Native American tribal consultation, and a pedestrian survey conducted on February 25 and March 4, 2025. The project area is highly disturbed from decades of marina development and operation. None of the identified resources are eligible for the NRHP/CRHR or for contributing to a historic district. An inadvertent discovery of cultural resources and human remains will be handled in accordance with applicable laws, including CEQA Guidelines section 15064.5 and Public Resources Code section 5097.98. While discovery of cultural resources is possible, the IS/MND explains that the likelihood is considered low given the extensive prior disturbance to the Project site. The commenter's general assertions regarding archaeological sensitivity do not constitute substantial evidence that significant cultural resources will be affected or that compliance with statutory requirements for the handling of cultural resources and Native American human remains would not mitigate a potential impact. No further response is required.

## Response to Section XIII: Cumulative Impacts

**Comment Summary:** The comment asserts the IS/MND's cumulative impact analysis is inadequate and fails to consider projects including the CMT program, Upper Truckee Marsh restoration, the dock replacement project, the Green Infrastructure Planning project, and other South Shore development.

**Response:** The comment repeats concerns addressed in Response O3-7 of the Final IS/MND. The cumulative impact analysis used reasonably foreseeable past, present, and future projects

within 1,000 feet of the project area and is considered appropriate under CEQA Guidelines Section 15130. The Upper Truckee Marsh restoration and basin-wide AIS management are existing programs that are part of the environmental baseline. The weed-control (CMT) program is not currently moving forward after an adverse court decision and is not reasonably foreseeable as a concurrent project. The dock replacement project is separate with independent utility and does not alter the number of available slips. The commenter's assertion that the cumulative analysis should encompass a broader geographic scope or additional projects reflects a preference rather than an identified CEQA deficiency supported by substantial evidence. Refer to Response O3-7. No further response is required.

## Response to Section XIV: Alternatives Analysis

**Comment Summary:** The comment asserts the IS/MND fails to consider reasonable project alternatives, including a rehabilitation alternative, a reduced-intensity alternative, a phased development alternative, and a no-project alternative.

**Response:** The comment is noted. Under CEQA, a formal alternatives analysis is a requirement of an EIR (CEQA Guidelines Section 15126.6), not an MND. Because all project impacts are either less than significant or reduced to less than significant with mitigation incorporated, an EIR is not required, and there is no legal obligation to include an alternatives analysis in the IS/MND. See Pub. Res. Code §§ 21064.5, 21080(c)(2). The comment's request for an alternatives analysis presumes that an EIR is required, a presumption the record evidence does not support. No further response is required.

## Response to Section XV: Mitigation Measures: Legally Deficient and Unenforceable

**Comment Summary:** The comment asserts that multiple mitigation measures in the IS/MND are vague, deferred, and legally unenforceable, and that key issue areas lack mitigation entirely.

**Response:** The comment repeats concerns addressed in the Final IS/MND responses. The mitigation measures in the IS/MND are specific, enforceable, and tied to defined performance standards or regulatory requirements. Where measures reference compliance with applicable regulations (e.g., SWPPP preparation, Marina General Permit compliance, AIS HACCP requirements), these are existing, independently enforceable regulatory programs with defined standards and not vague future commitments. "[A] condition requiring compliance with regulations is a common and reasonable mitigation measure, and may be proper where it is reasonable to expect compliance." *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906. The City may expect the regulatory agencies to comply with requirements applicable to the agencies' jurisdictions. The MMRP ensures implementation through identified responsible parties, timing requirements, and monitoring provisions. Mitigation is adopted as enforceable conditions of project approval. The commenter's characterization of compliance-based mitigation as "deferred" does not accurately reflect the specificity of the measures as written. Refer to the Final IS/MND responses and the MMRP. No further response is required.

## Response to Section XVI: Request for Environmental Impact Report

**Comment Summary:** The comment formally requests that the City rescind the IS/MND and prepare a full EIR, identifying multiple alleged CEQA deficiencies and specific EIR content requirements. The comment also invokes the public trust doctrine.

**Response:** The comment is noted and included in the administrative record. As set forth in the responses above, the IS/MND was prepared in accordance with CEQA and represents the City's independent judgment and analysis based on substantial evidence in the record. The comments received on the IS/MND, including TSCAC's prior comment letter, did not identify additional significant effects, any increase in the severity of an impact identified in the Draft IS/MND, or significant new information requiring recirculation under CEQA Guidelines Section 15073.5. The commenter has not presented substantial evidence that the Project may have a significant effect on the environment that has not been adequately addressed in the IS/MND. The City's determination that an MND is the appropriate CEQA document is supported by substantial evidence. Recirculation is not required. No further response is required.

### Response to Section XVI.A: Summary of CEQA Deficiencies Requiring Preparation of an EIR

**Comment Summary:** The comment summarizes alleged CEQA deficiencies including failure to apply the fair argument standard, findings not supported by substantial evidence, failure to proceed in the manner required by law, improper segmentation, mitigation and monitoring deficiencies, and questions regarding the no-new-information finding.

**Response:** The comment restates and consolidates arguments made throughout the letter. Each topic has been addressed in the specific responses above and in the Final IS/MND Responses to Comments cross referenced in the above responses. The City has proceeded in accordance with CEQA, the IS/MND findings are supported by substantial evidence in the record, and the determination that recirculation is not required is consistent with CEQA Guidelines Section 15073.5. No further response is required.

### Response to Section XVII: Conclusion and Reservation of Rights

**Comment Summary:** The comment concludes by reiterating the request that the City reject the IS/MND and require a full EIR. The commenter reserves legal rights.

**Response:** The comment is noted. The commenter's opposition to the Project and preference for an EIR are included in the administrative record for decision-maker consideration. The reservation of legal rights is acknowledged. No further response is required.

## Responses to Appendix A: Response to Final IS/MND Responses to TSCAC Comments

The following are responses to TSCAC's Appendix A, which critiques the Final IS/MND's responses to TSCAC's June 1, 2026 comment letter.

## Response to Appendix A, Section 1: Response O3-1 Does Not Resolve the Core Fair Argument Issue

**Comment Summary:** The comment asserts that Response O3-1's statement that the IS/MND is "appropriate, adequate, and in accordance with CEQA requirements" is conclusory and does not address whether substantial evidence supports a fair argument of significant environmental effects.

**Response:** Response O3-1 addresses the commenter's introductory comments and overall contention that an EIR is required. The response is appropriate to the nature of the comment. The City's determination that an MND is the appropriate CEQA document is not based solely on Response O3-1 but on the entirety of the IS/MND analysis, technical studies, and the whole of the record. The detailed Responses O3-2 through O3-11 address the commenter's specific technical and analytical concerns. The City's conclusion that no substantial evidence of a significant unmitigated impact has been presented is supported by the technical analyses in the IS/MND and its appendices. No further response is required.

## Response to Appendix A, Section 2: Response O3-2 Does Not Adequately Address the Impaired Baseline

**Comment Summary:** The comment asserts that Response O3-2 does not adequately address the existing impaired environmental baseline, including AIS infestation, hydrologic connectivity, shallow groundwater, and potential legacy contamination.

**Response:** The IS/MND describes existing conditions consistent with CEQA Guidelines Section 15125, including existing AIS conditions and hydrologic setting. The BRA documents existing AIS conditions in the lagoon. The Phase I ESA did not identify recognized environmental conditions, and Lahontan RWQCB issued a No Further Action determination for the entire site. MM HAZ-1 is included out of caution for potential discovery of impacted soils or groundwater during construction. The Project is designed to improve existing conditions by installing stormwater BMPs that exceed current requirements and assisting in AIS control. The commenter's characterization of the baseline as "impaired" does not demonstrate that the IS/MND's baseline description is inaccurate or that the Project would worsen baseline conditions. No further response is required.

## Response to Appendix A, Section 3: Response O3-3 Relies on Future Permitting and Regulatory Compliance Rather Than Present CEQA Analysis

**Comment Summary:** The comment asserts that Response O3-3's references to future RWQCB review, SWPPP preparation, and regulatory compliance are impermissible deferred mitigation rather than a present CEQA analysis of stormwater feasibility.

**Response:** The IS/MND provides a present analysis of hydrology and water quality impacts based on the proposed stormwater design, which includes specific infiltration facility capacities (2,800 cf, 4,600 cf, 900 cf), design standards (20-year, 1-inch-per-hour storm), and compliance with TRPA Code Section 60.4 groundwater separation requirements. Reference to regulatory

permits (SWPPP, Marina General Permit, 401 certification) is not deferred mitigation but rather identification of existing, independently enforceable regulatory programs that apply regardless of the IS/MND. These programs have defined, enforceable standards. "[A] condition requiring compliance with regulations is a common and reasonable mitigation measure, and may be proper where it is reasonable to expect compliance." *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal.App.4th 884, 906. The Lahontan RWQCB itself reviewed the IS/MND and confirmed that water-quality impacts would be mitigated through compliance with applicable permits. No further response is required.

## Response to Appendix A, Section 4: Response O3-4 Does Not Adequately Address Construction-Phase AIS Fragmentation and Spread Risk

**Comment Summary:** The comment asserts that Response O3-4 does not adequately address the risk of AIS fragmentation during bulkhead replacement and in-water construction, and that the response relies on generalized mitigation rather than project-specific analysis.

**Response:** MM BIO-4 and MM BIO-2 include specific, enforceable requirements for AIS inspection, decontamination, secure disposal of attached organisms, and prevention of AIS-contaminated water flow back to the lagoon. These measures are not generalized; they identify specific actions, timing, and responsible parties. In-water work also requires a CDFW LSAA, an USACE 404 permit, and Lahontan 401 certification, which will impose additional project-specific conditions including an AIS HACCP plan as confirmed by Lahontan. The BRA identifies the AIS Management Plan submitted to TRPA with measures to prevent establishment, control/eradicate, reduce spread, and provide early detection. The commenter's preference for additional specificity does not demonstrate that existing mitigation is inadequate to reduce impacts below significance. No further response is required.

## Response to Appendix A, Section 5: Response O3-5 Does Not Adequately Address Transportation, VMT, Scenic, and Cumulative Impact Concerns

**Comment Summary:** The comment asserts that Response O3-5 is conclusory and does not address specific concerns regarding peak-season traffic, parking demand, visual massing of the boat storage building, and the narrow cumulative impact framework.

**Response:** The LSC transportation analysis quantifies project trip generation (1,839 daily trips, increase of 175 over existing) and VMT (increase of 218 daily VMT, below TRPA low-VMT screening criterion of 715). These findings are based on substantial evidence in the form of a professional transportation study. Response to Comment O2-8 explains that the Project would not be visible from eligible scenic highways or Shoreline Unit 1. The renderings presented on pages 14 and 15 of the Draft IS/MND are visual simulations of the Project, as they place the proposed structures among the existing marina facilities, Tahoe Keys development, and existing landscaping. The Project improves visual consistency through enclosed storage, native landscaping, and mountain architecture. Response to Comment 01-7 explains that the cumulative impact analysis considered reasonably foreseeable projects within 1,000 feet, consistent with CEQA Guidelines Section 15130. The commenter does not present a contrary traffic study, VMT

analysis, or scenic impact assessment constituting substantial evidence. No further response is required.

## Response to Appendix A, Section 6: Response O3-6 / O3-9 Does Not Resolve the Evacuation Demand Issue

**Comment Summary:** The comment asserts that Responses to Comments O3-6 and O3-9 do not answer the central concern that the Project increases evacuation demand within a constrained roadway system, and that the existence of an evacuation map and CodeRED does not demonstrate adequate capacity.

**Response:** The IS/MND's analysis is based on the following: (1) the Project does not physically modify existing evacuation routes; (2) Tahoe Keys Boulevard remains accessible as an evacuation route; (3) the Project would participate in CodeRED; (4) an adopted evacuation map exists; (5) the transportation analysis shows only a modest increase in daily trips (175) and no change in morning peak-hour trips; and (6) the Project does not change the number of boat slips or charter vendors, and no increase in boat-related activities is anticipated. The CEQA Appendix G wildfire checklist asks whether a project would "substantially impair an adopted emergency response plan or emergency evacuation plan," which the Project does not. The commenter's assertion that increased occupancy could affect evacuation is speculative and not supported by project-specific evidence demonstrating a significant impact. No further response is required.

## Response to Appendix A, Section 7: The Responses Improperly Recast Substantial Evidence as "Supposition" or "Opinion"

**Comment Summary:** The comment asserts that the Final IS/MND improperly characterized TSCAC's wildfire and evacuation concerns as "supposition" or "opinion" rather than substantial evidence.

**Response:** The Final IS/MND responses distinguish between the commenter's general concerns and opinions about potential impacts and substantial evidence in the form of facts, reasonable assumptions predicated on facts, or expert opinion supported by facts as required by CEQA Guidelines section 15384. General references to regional wildfire risk, basin-wide evacuation challenges, and academic literature, without project-specific nexus demonstrating that this Project would cause or contribute to a significant impact, do not constitute substantial evidence requiring preparation of an EIR. The IS/MND's technical analyses provide the project-specific evidence supporting the less-than-significant determinations. No further response is required.

## Response to Appendix A, Section 8: The Final IS/MND's No-New-Information Finding Is Unsupported

**Comment Summary:** The comment asserts that the Final IS/MND's conclusion that no significant new information was identified during the public review period is unsupported, and that TSCAC's comments identified information regarding wildfire evacuation, AIS, stormwater, and cumulative impacts that was not analyzed in the Draft IS/MND.

**Response:** The Final IS/MND reviewed all comments received during the public review period and determined that the comments did not identify additional significant effects, any increase in the severity of an impact identified in the Draft IS/MND, or significant new information requiring recirculation under CEQA Guidelines Section 15073.5. The comments raised concerns that were considered and addressed; the City's conclusion that the concerns do not rise to the level of substantial evidence of new significant impacts is supported by the technical record. Recirculation is not required. No further response is required.

## Response to Appendix A, Section 9: Conclusion

**Comment Summary:** The comment concludes that the Final IS/MND responses do not eliminate the fair argument that the Project may result in significant environmental effects and reiterates that the City should prepare an EIR.

**Response:** The comment restates the commenter's overall position. The City has considered all comments, including those of TSCAC, and has determined based on substantial evidence in the record that the IS/MND is the appropriate CEQA document for the Project. The commenter's disagreement with the City's conclusions is noted and included in the administrative record for decision-maker consideration. No further response is required.

# ADDITIONAL COMMENTS FROM SIERRA CLUB
# TAHOE AREA GROUP
# DATED JUNE 10, 2026

| | |
|---|---|
| **From:** | Tobi Tyler |
| **To:** | PublicComment |
| **Cc:** | John Hitchcock; Julie Regan; Graham St. Michel TRPA; Roll, Stuart@Tahoe |
| **Subject:** | Sierra Club Comments on Agenda Item 3, Tahoe Keys Marina |
| **Date:** | Wednesday, June 10, 2026 2:29:21 PM |
| **Attachments:** | Tahoe Keys Marina Planning Comm letter 6.10.26.pdf |

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair and Members of the SLT Planning Commission,

Please accept the attached comment letter and supporting documentation submitted on behalf of the Sierra Club Tahoe Area Group regarding Agenda Item 3, the proposed Tahoe Keys Marina Redevelopment Project Design Review and Special Use Permit, APNs: 022 210-032, 022-2510-040 & 022-210-041, File #DR25-007, scheduled for consideration at the June 11, 2026 Planning Commission meeting.

Given the scale of the proposed expansion and the project's location within one of the most environmentally sensitive areas of the Lake Tahoe Basin, Sierra Club Tahoe Area Group urges the Planning Commission to carefully review the information and evidence presented in the attached materials before considering approval of the project.

We respectfully request that this letter and all accompanying attachments be included in the administrative record for the Tahoe Keys Marina Redevelopment Project.

Thank you for ensuring a thorough review of the environmental issues regarding this project.

Tobi Tyler

Vice Chair, Sierra Club's Tahoe Area Group

# ADDITIONAL COMMENTS FROM TAHOE KEYS PROPERTY OWNERS ASSOCIATION

# DATED JUNE 10, 2026

| | |
|---|---|
| **From:** | Birkey, Scott B. |
| **To:** | Gavin Feiger; Julia Lucksinger; Steven Imhoff; Douglas Williams; Erika Gonzalez; PublicComment; John Hitchcock |
| **Cc:** | Heather Stroud; Cohn, Eric J. |
| **Subject:** | Tahoe Keys Property Owners Association Comments on Tahoe Keys Marina Redevelopment Project |
| **Date:** | Wednesday, June 10, 2026 3:34:53 PM |
| **Attachments:** | TKPOA Letter to City of South Lake Tahoe re Marina Project.pdf |

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City of South Lake Tahoe Planning Commissioners and Mr. John Hitchcock:

On behalf of the Tahoe Keys Property Owners Association, attached please find TKPOA's comments on the Tahoe Keys Marina Redevelopment Project and the Project's Initial Study/Mitigated Negative Declaration.

Best regards,
Scott

**Scott B. Birkey**

COX CASTLE

Cox, Castle & Nicholson LLP
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Scott B. Birkey
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June 10, 2026

**VIA E-MAIL**

City of South Lake Tahoe
Planning Commission
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Mr. John Hitchcock
Planning Manager
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

**Re**: **Comments on Tahoe Keys Marina Redevelopment Project**

Dear Planning Commissioners and Mr. Hitchcock:

On behalf of the Tahoe Keys Property Owners Association ("TKPOA"), we have reviewed the City of South Lake Tahoe's ("City") Planning Commission staff report and related materials pertaining to the Tahoe Keys Marina Redevelopment Project ("Project"), identified as Item #3 on the Planning Commission's agenda for June 11, 2026. We have also reviewed the draft Initial Study/Mitigated Negative Declaration ("IS/MND") for the Project. This letter serves as TKPOA's comments on both the Planning Commission's action as to Item #3 and as to the IS/MND.

As discussed below, the City should be made aware of the fact that TKPOA is currently in contract with Tahoe Keys SMI, LLC ("TKSMI") to acquire a portion of the property that is included within the TKSMI's Project area. (For ease of reference, TKPOA and TKSMI will be referred to herein as the "Parties.") The Parties entered into this contractual arrangement with the mutual understanding that this property, which is located within the lot designated as APN 022-210-040, is ultimately intended for TKPOA's use as a corporation yard after TKPOA acquires the property. Neither the Planning Commission materials nor the IS/MND for the Project make this clear.

We write to inform the Planning Commission of this important detail, and to explain why this is of critical relevance to the Planning Commission's decision on the Project.

**TKSMI and TKPOA Are Parties to a Purchase Agreement for Property Within the Project Area Intended for TKPOA's Use as a Corporation Yard**

The Parties began negotiating a Vacant Land Purchase Agreement ("Agreement") in 2023 for TKPOA's purchase of an approximately 32,000 square foot portion of the lot designated as APN 022-210-040. The Agreement refers to this portion as the "TKSMI Land." The Parties signed the agreement in 2025. Because the 32,000 square foot portion of this property is not yet a legal parcel for conveyance, TKSMI agreed to "expeditiously complete, at TKSMI's sole cost and expense, whatever Subdivision Map Act or lot line adjustment process will be the most efficient for creating the TKSMI Land as a legal parcel to be conveyed to TKPOA." The Agreement also reflects TKSMI's representation that TKSMI "has no reason to believe the TKSMI Land cannot be legally subdivided or lot line adjusted."

As both Parties are aware, the Agreement references a separate "Settlement Agreement" between the Parties dated April 19, 2023, that references TKPOA's need for certain property to use as a maintenance facility, storage, and other similar uses, as well as for drying of the aquatic weeds TKPOA removes from the canals in the Tahoe Keys. Further, the Parties acknowledged in this separate "Settlement Agreement" that the TKSMI Land could serve as the site for these uses. In light of this understanding, the Parties entered into the Agreement and its subsequent amendments committing TKSMI to ensure the TKSMI Land would be created as a legal lot for conveyance to TKPOA.

This important background, *i.e.*, the lengthy negotiations and mutual understandings of both Parties as to TKSMI's obligation to establish a legal parcel for conveyance to TKPOA and TKPOA's desire to obtain such a parcel for use as a maintenance yard and weed drying facility, is completely absent from the materials provided to the Planning Commission for its June 11 consideration of whether to approve the Marina Project.

Even then, materials that have been provided to the Planning Commission are incomplete and misleading. For example, below is a snippet of Figure 5 from the IS/MND. The TKSMI Land corresponds to the portion of property located above the structure labeled "Water Tank & Storage Facility," and above a dashed line incorrectly identified as a "Property Line." No such Property Line exists because TKSMI has not yet taken the steps necessary to establish a property line in that location.




This inaccuracy compounds the confusion created by the omissions in the City's Staff Report and other Planning Commission materials and in the IS/MND. One obvious concern related to these omissions is that, put simply, the Planning Commission does not have all the facts to make an informed decision as to the development potential for the Project area. Moreover, the IS/MND does not address the potential for TKPOA's development of a corporation yard on this property, and any environmental impacts associated with that development. The IS/MND simply states: "Approximately 32,000 square feet of land within the western edge of the Project area (APN 022-210-040) would not be developed as part of the Project. Ownership of this area may be transferred to the [TKPOA] at a later date and separate from the Project." (IS/MND at p. 9.)

Curiously, the set of drawings included in the package of materials for the Planning Commission meeting now show what appear to be water tanks and other facilities (presumably related to the Project, not to TKPOA's proposed use of the property) on the 32,000 square foot portion of the property. (See, for example, Sheet L0.1A titled "Site Illustrative Plan.") This is, of course, inconsistent with what was shown and analyzed in the IS/MND. Perhaps most troubling to TKPOA is the fact that it was not consulted by either the City or TKSMI as to this development now shown on the 32,000 square foot, and that the "property line" previously shown on figures depicting this property is now absent.

**The Staff Report to the Planning Commission and the IS/MND Ignore Issues Related to Coverage Requirements for the Project Area Pursuant to TRPA's Code.**

TKPOA is also troubled by the fact that the Project description's "coverage" analysis ignores certain factors that when properly accounted for may require a modification of the Marina Project's footprint, layout, and/or design.

For example, while the IS/MND describes the Project's "coverage" feature in relation to certain land use frameworks, it omits any discussion of coverage in relation to the "Dillingham Settlement Agreement." The Project site consists of three parcels with one of those parcels—"Parcel 022-210-041"—being part of the "State Portion of Parcel 3" of the Dillingham Settlement Agreement project area. According to the Dillingham Settlement Agreement, no coverage was allocated to the "State Portion of Parcel 3" (APN 022-210-041). The IS/MND does not take this into account when discussing coverage.

In addition, TKPOA believes the Project as proposed may not allow for a boundary line adjustment pursuant to TRPA Code Standards. In moving the boundary line of parcel APN 022-210-040 to create a 32,000 square foot parcel for conveyance to TKPOA, TKPOA's consultants have calculated that the percent coverage of the Marina's Project area increases from 77% covered up to 80% covered, resulting in the Project area becoming more non-conforming. As you know, TRPA would not authorize such a result. Moreover, to create a 32,000 square foot lot, the Marina would also be required to merge the parcels in their Project area so that the lot line adjustment would not increase development potential by creating a greater number of parcels than the number of parcels that currently exist. However, neither the City nor the Marina address this or any of the other concerns related to a boundary line or lot line adjustment for creation of the 32,000 square foot parcel. The Staff Report and the IS/MND merely gloss over these important ramifications associated with TKSMI's obligation to create a 32,000 square foot lot for conveyance to TKPOA.

**TKSMI Should Not Show or Accede to Showing Development on the TKSMI Land that Differs from the Parties' Mutual Understanding**

As discussed above, the plan sets included in the Planning Commission materials for the June 11 meeting now depict development on the 32,000 square foot portion of APN 022-210-040. See below for a snippet, which is an example taken from Sheet L0.1A titled "Site Illustrative Plan."




When compared against the depiction of this property in the IS/MND, one can clearly see that the 32,000 square foot area is now shown with development, presumably water tanks and other facilities based on the circular and rectangular lines drawn into what was previously delineated as a blank square in the prior depictions. (See above.) Noticeably absent is the "Property Line" that was drawn onto the figure included in the IS/MND.

In light of the background we provide above, TKPOA is justifiably concerned that this alternative development shown in this figure, as well as the now eliminated "Property Line" from this figure, indicate TKSMI may not have disclosed to the City the existence of the Agreement between the Parties, or the fact that this Agreement contemplates TKSMI will "endeavor to expeditiously complete" a lot line adjustment to create the 32,000 square foot parcel for TKPOA's use as a corporation yard.

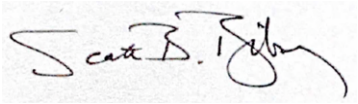
We express this concern to you so that you have the benefit of understanding these important background details as you consider whether to approve the Marina Project.

* * *

Thank you for your consideration of TKPOA's comments on the Planning Commission materials and the IS/MND for the Project. Feel free to contact me should you have questions regarding any of the above.

Sincerely,

Cox, Castle & Nicholson LLP



Scott B. Birkey

**Ccs**: Heather Stroud, City Attorney



# Mitigation Monitoring and Reporting Plan

## Tahoe Keys Marina Redevelopment Project

South Lake Tahoe, California

**June 2026**

CITY OF SOUTH LAKE TAHOE

Collaboration. Commitment. Confidence.℠

# Tahoe Keys Marina Redevelopment Project

## South Lake Tahoe, California

## Mitigation Monitoring and Reporting Plan

**Prepared for:**

CITY OF SOUTH LAKE TAHOE

Development Services Department
1052 Tata Lane
South Lake Tahoe, CA 96150
jhitchcock@cityofslt.gov

**Prepared by:**

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# Mitigation Monitoring and Reporting Plan

In accordance with the California Environmental Quality Act (CEQA, Public Resources Code [PRC] Section 21000 et seq.), the City of South Lake Tahoe (City) prepared an initial study/mitigated negative declaration (IS/MND) (State Clearinghouse No. 2026040227) for the proposed Tahoe Keys Marina Redevelopment Project (Project) that identified significant but mitigable impacts related to: Biological Resources; Hazards and Hazardous Materials; and Noise and Vibration.

CEQA and the State CEQA Guidelines (PRC Section 21081.6 and State CEQA Guidelines Sections 15091[d] and 15097) require public agencies "to adopt a reporting and monitoring program for changes to the project which it has adopted or made a condition of project approval to mitigate or avoid significant effects on the environment." A mitigation monitoring and reporting plan (MMRP) has been prepared for the Project because the IS/MND identifies significant impacts related to Project implementation, and mitigation measures have been identified to reduce those impacts. Adoption of the MMRP would occur along with adoption of the IS/MND.

## PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP has been prepared to ensure that all required mitigation measures are implemented and completed in a satisfactory manner before and during Project construction and operation, as applicable.

The MMRP table provided herein has been prepared to assist the responsible parties in implementing the mitigation measures. The table identifies the impact, individual mitigation measures, monitoring responsibility, and mitigation timing. The table also provides space to confirm implementation of the mitigation measures after Project approval. The numbering of mitigation measures follows the numbering sequence found in the IS/MND. Mitigation measures that are referenced more than once in the IS/MND are not duplicated in the MMRP table.

## ROLES AND RESPONSIBILITIES

Unless otherwise specified herein, the City is responsible for taking all actions necessary to implement the mitigation measures under its jurisdiction according to the specifications provided for each measure and for demonstrating that the action has been successfully completed. The City, at its discretion, may delegate implementation responsibility or portions thereof to a licensed contractor or other designated agent.

PRC Section 21081.6 requires the lead agency to identify the "custodian of documents and other material" which constitutes the "record of proceedings" upon which the action on the Project was based. The City, or designee, is the custodian of such documents for the Project. Inquiries should be directed to:

John Hitchcock, Planning Manager
City of South Lake Tahoe
jhitchcock@cityofslt.gov

The location of this information is:

City of South Lake Tahoe
Development Services Department
1052 Tata Lane
South Lake Tahoe, CA 96150

The City is responsible for overall administration of the MMRP and for verifying that staff, the construction contractor, or other designated party has completed the necessary actions for each measure. The party

responsible for implementing each item will identify the staff members responsible for coordinating with the Trustees on the MMRP.

## REPORTING

The City shall require the contractor(s) to maintain records documenting compliance of the activity with the required mitigation measures. Information regarding inspections and other requirements shall be compiled and explained in monthly reports. The reports shall be designed to simply and clearly identify whether mitigation measures have been adequately implemented. At a minimum, each report shall identify the mitigation measures or conditions to be monitored for implementation, whether compliance with the mitigation measures or conditions has occurred, the procedures used to assess compliance, and whether further action is required.

## MITIGATION MONITORING AND REPORTING PLAN TABLE

The categories identified in the attached MMRP table are described below.

- Mitigation Measure – This column denotes the coding for each mitigation measure and correlates to the IS/MND.
- Mitigation Activity – This column provides the verbatim text of the adopted mitigation measure.
- Implemented By – This column identifies the party responsible for ensuring implementation of the mitigation measure.
- Monitored By – This column identifies the party responsible for verifying compliance.
- Timing and Frequency – This column identifies the time frame within which the mitigation will be implemented, as well as the frequency that it must be conducted.
- Verification – This column is to be dated and signed by the monitoring party.

*Table 1. Mitigation Monitoring and Reporting Plan*

| Mitigation Measure | Mitigation Activity | Implemented By | Monitored By | Timing and Frequency | Verification |
|---|---|---|---|---|---|
| BIO-1 | Project activities that could result in nesting migratory bird and raptor take, such as removal of vegetation or man-made structures and conducting activities that may cause excessive noise, vibrations, or otherwise have potential to cause nest abandonment (e.g., piling), will be performed outside the migratory bird and raptor nesting season (typically February 15th through September 15th). September 16th through February 14th is a suitable timeframe for completing such activities that pose a risk to nesting birds and raptors. If these activities are to occur during the nesting season, the Project proponent will require that a qualified biologist conduct a nesting bird and raptor survey no more than 14 days prior to the beginning of those activities within a recommended minimum 500-foot buffer of the Project area. The survey results shall be submitted to CDFW prior to the start of construction activities. If no active nest is found, no further action will be required. If an active nest is found and avoidance is not feasible, construction or other disturbance activity will initially be prohibited within 500 feet of a raptor nest and 250 feet of a non-raptor nest to minimize disturbance until the nest is no longer active. A qualified biologist will monitor the nest during Project activities, to determine whether the exclusionary buffer is appropriately sized to minimize impacts to the nest during the start of disturbance activities. The qualified biologist will have the authority to stop work if Project activities cause the nesting birds to vocalize, make defensive flights, displace from a brooding position, or fly off the nest. The buffer may be increased or decreased depending on the birds' level of tolerance to the disturbance. The results of the monitoring efforts and the professional judgment of the qualified biologist will be used to determine whether the exclusionary buffer can be modified or if other performance-based modifications are necessary. Other performance-based modifications may include visual or noise screens between the nest and Project activities. The exclusionary buffer and/or other performance-based modifications will remain in place until the chicks have fledged or the nest is no longer active, as determined by a qualified biologist. | Contractor; Contractor-provided qualified biologist (if construction is initiated during nesting season) | City of South Lake Tahoe | Prior to and during construction, as needed | |

| Mitigation Measure | Mitigation Activity | Implemented By | Monitored By | Timing and Frequency | Verification |
|---|---|---|---|---|---|
| BIO-2 | A preconstruction survey for special status plants and wildlife, including Tahoe yellow cress, SNYLF, LCT, and other species identified in the BRA/LSAA, shall be conducted by a qualified biologist no more than 3 days prior to the onset of construction activities. If any special status species (or sign of presence) are identified, the Project proponent shall consult with TRPA, USFWS, and/or CDFW, as appropriate depending on species status, to determine and implement appropriate measures to achieve no net loss of occupied habitat or individuals. Additional measures may include, but are not limited to, preserving and enhancing existing populations, creating offsite populations through seed collection or transplantation, and/or restoring or creating suitable habitat in sufficient quantities to achieve no net loss of occupied habitat and/or individuals. Potential mitigation sites could include suitable locations outside of the Project area but within Cove East/Upper Truckee Marsh. | Contractor-provided qualified biologist | City of South Lake Tahoe | Prior to construction, once | |
| BIO-3 | A qualified biologist shall conduct environmental awareness training for all construction personnel. The training shall include basic visual identification of special status species, required preconstruction measures, general measures that are being implemented to conserve the species as they relate to the Project, penalties for non-compliance, and the boundaries of the Project area and of the permitted disturbance zones. Supporting materials containing training information shall be prepared and distributed. Upon completion of training, all construction personnel shall sign a form stating that they have attended the training and understand the protection measures and consequences of permit/take violations. Proof of this instruction shall be kept on file with the Project proponent. The Project proponent or designated biologist shall provide CDFW with a copy of the training materials and copies of the signed forms indicating that training has been completed. If new construction personnel are added to the site, the crew foreman shall ensure that the personnel receive the mandatory training from the qualified or designated biologist before starting work. | Contractor-provided qualified biologist | City of South Lake Tahoe | Prior to construction, once | |

| Mitigation Measure | Mitigation Activity | Implemented By | Monitored By | Timing and Frequency | Verification |
|---|---|---|---|---|---|
| BIO-4 | To prevent the spread of AIS, any construction equipment and materials that enter or leave the lagoon will be inspected for AIS, and if needed, decontaminated prior to the start of the Project. Decontamination protocol will be implemented in a manner consistent with TRPA's Aquatic Invasive Species Management Program. Equipment and materials will be cleaned, free of dirt, vegetation material, and other debris prior to entering the lagoon. Re-inspection and decontamination of equipment and materials at the end of the Project will also be conducted to avoid spreading AIS from TKM to other locations. As the bulkhead is being removed, visual inspections will be conducted, and any attached plants or invertebrates will be removed and disposed of in a secure manner (e.g., dumpster). Floating plant fragments resulting from the Project work will be collected by hand or skim and disposed of in a secure manner. Bulkhead sections will be placed on pavement to dry for 1 week. If a rain event occurs during this drying time, the drying time will need to be restarted. If temperatures reach below freezing for 6 continuous hours during this drying time, this will count as a sufficient freeze period to kill AIS, and the drying period can be suspended. Any drainage inlets near where materials are placed for drying will be temporarily modified to prevent the flow of AIS contaminated water from flowing back into the lagoon. | Contractor | City of South Lake Tahoe | During construction, as needed | |
| BIO-5 | Biological monitoring by a qualified biologist will be conducted weekly, or at an interval otherwise specified in permits acquired as part of the Project, to perform nest checks, search for bald eagles, and monitor for special status species including LCT, SNYLF, and other special status species with potential to occur. The monitoring is to ensure no take of special status species occurs during Project implementation and to ensure all permit conditions are followed. The biologist will have authority to stop any Project activity that may impact special status species in the Project area. Monitoring reports will be provided to the Project proponent weekly, or as otherwise required by the permits for the Project. | Contractor-provided qualified biologist | City of South Lake Tahoe | During construction, weekly | |

| Mitigation Measure | Mitigation Activity | Implemented By | Monitored By | Timing and Frequency | Verification |
|---|---|---|---|---|---|
| HAZ-1 | During construction (i.e., demolition, grading, or excavation) and if stained soil, hydrocarbon odor, or other indicators of contamination are encountered during excavation, the construction contractor shall halt all on-site activities until a qualified environmental professional can assess the potentially impacted soil. Impacted soil or groundwater shall be handled and disposed of in accordance with Lahontan RWQCB and Department of Toxic Substances Control requirements. | Contractor | City of South Lake Tahoe | During construction, as needed | |
| NOI-1 | The following measures would be implemented by the contractor during construction:<br>• Construction shall be limited to 8:00 a.m. to 6:30 p.m.<br>• All construction equipment powered by internal combustion engines shall be properly muffled and maintained.<br>• Quiet construction equipment, particularly air compressors, is to be selected whenever possible.<br>• All stationary noise-generating construction equipment such as generators or air compressors are to be located as far as is practical from existing residences. In addition, the Project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project area.<br>• Unnecessary idling of internal combustion engines is prohibited.<br>• The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Project area during all Project construction. | Contractor | City of South Lake Tahoe | During construction, daily | |

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**Memorandum**

To: Eric Metz, Suntex Marinas

From: Rob Brueck

Date: December 10, 2025

Subject: Scenic Quality Evaluation of Tahoe Keys Marina Development

This memorandum provides an evaluation of scenic quality associated with potential development of the Tahoe Keys Marina (TKM) as depicted in the Cathexes plan set dated October 9, 2025 and the proposed amendment to TRPA Code Chapter 37.5.2. The evaluation focuses on how proposed increases to maximum building height and subsequent redevelopment of the site may affect scenic quality for nearby scenic resources (e.g., roadway and shoreline travel route ratings, specific scenic resources, recreational resources) – beneficially or adversely.

## TKM DEVELOPMENT PROPOSAL

Suntex Marinas proposes the complete redevelopment of the existing Tahoe Keys Marina located within the City of South Lake Tahoe, with the objective of replacing the existing marina facilities and accessory uses (boat rental, restaurant spaces, marina supplies) with new structures, parking, boat storage, boat ramp, and landscaping. The TKM Property is located within Special Area #1 of Plan Area 102 (Tahoe Keys). Plan Area 102 has a residential land use classification, but includes Special Area #1 for the TKM where Marinas are an allowed use. Figure 1 shows the location of the TKM project area in relation to Venice Drive East (vehicle access), Lake Tahoe and adjacent development including the Tahoe Keys Property Owners Association residential condos (left side of the figure) to the west and California Tahoe Conservancy Upper Truckee Marsh and trail to Cove East Beach to the east (right side of the figure).

TKM occupies approximately 8 acres of land and 13.5 acres of water at South Lake Tahoe, California. The water area was created by dredging on private land with a channel connecting the water area to the waters of Lake Tahoe. The channel is shared with the Tahoe Keys Property Owners Association (TKPOA) and Tahoe Keys Beach and Harbor Association (TKBHA). The TKM is accessed from Venice Drive East following its intersection with Tahoe Keys Boulevard. Existing development at TKM consists of three large wood frame buildings and several small sheds. The existing buildings contain eight commercial spaces and three residential units. Building 1 (Marina Services) is a 2-story building with approximately 12,600 square feet (sf) of commercial floor area currently used as a boat maintenance and repair shop for the marina. Building 2 (Marina Administration) is a 2-story building with approximately 22,200 sf of commercial floor area with offices and storage on the first floor, and three units of multi-family housing on the second. Building 3 (Marina Restaurant) is a 2-story building with approximately 15,000 sf configured for use as a restaurant and formerly operated under the name “Fresh Ketch.” Other site improvements include a two lane boat launching ramp, 3-ton boat hoist, two fuel storage tanks, six fuel dispensing facilities, three waste pump-out disposal facilities, paved parking and driveway areas, unpaved boat storage areas, boat docking facilities, 305 boat slips, and landscaped areas. In addition to the on-

site improvements, TKM owns and maintains an off-premise sign at the intersection of Venice Drive East and Tahoe Keys Blvd.

***Figure 1: Project Location***




The TKM development (Figure 2) proposes to replace the three existing buildings located at the north end of the marina with four structures comprised of marina accessory retail/concession, marina support facilities, offices, indoor and outdoor dining, restrooms/common areas, a central courtyard ("The Basin Plaza") and a public waterfront promenade adjacent to the marina waters. Two other structures (water/boat storage and dockmaster/boat showroom) would be developed at the south end of the TKM property where surface parking and vertical boat rack storage is currently located. Finally, the boat launch would be relocated south next to the boat showroom structure and

adjacent to the boat storage facility, and a trash facility/public restroom would be accessible from the end of Venice Drive East and in close proximity to a proposed Promenade Park and trailhead to the California Tahoe Conservancy (CTC) Cove East Beach.

***Figure 2: Site Plan***




The four two-story commercial/marina accessory buildings include approximately 75,000 square feet of floor area for retail/concession, food and beverage, marina support, office, and common areas. The water and boat storage facility includes approximately 52,000 square feet to house three indoor water tanks and boat storage. The two-story dockmaster building/boat showroom provides approximately 24,000 square feet of floor area for marina operations staff/functions, marina management, marina storage (i.e., lines, electrical gear, fenders, etc.), ship store (bait, tackle, ice, etc.), boat showroom, and three residential units (2nd floor). Lastly, a one-story combined trash facility/public restroom building includes 1,300 square feet accessible from Venice Drive for trash/recycling storage and public restrooms for guests of the marina and CTC Cove East trail and beach. The four commercial/marina accessory buildings propose maximum building heights ranging from 32'11" to 34'5". Building heights for the other structures include: dockmaster building at 36'6"; boat storage building at 42'0", and trash/public restroom facility at 17'3". Figure 3 documents how the proposed Tahoe Keys Marina buildings, site access and marina amenities would line up with the existing built environment consisting of buildings, access driveways and parking lots (the outline of proposed buildings is overlaid on top of existing aerial imagery).

*Figure 3: Proposed Site Plan Overlaid on Existing Conditions*



## PROPOSED TRPA CODE AMENDMENTS

A TRPA Code of Ordinance amendment is proposed to Section 37.5.2 to increase allowable building height for inland marinas and facilitate the TKM site redevelopment outlined above. The proposed amendment would add "inland marinas" to the list of "current recreational uses" that qualify for building heights greater than those set forth in Code Section 37.4. The list of "certain recreational uses" that currently qualify for additional building height include: downhill ski facilities, cross country skiing facilities, or recreation uses whose primary recreation use is participant sports facilities, recreation centers, or sport assembly. If amended, this Code Section 37.5.2.A.3 would allow inland marinas to increase building heights specified in Table 37.4.1-1 by up to four feet, but not to exceed a maximum height of 38 feet, provided that TRPA makes Code Section 37.7 findings 1, 2, 3, 4, and 7. Further, if amended, Code Section 37.5.2.C would allow the maximum building heights specified in Table 37.4.1-1 to be increased by up to an additional eight feet, but not to exceed a maximum height of 42 feet, if the building will not be visible from Lake Tahoe and the building is not located within a TRPA-designated scenic highway corridor, provided TRPA makes the same Code Section 37.7 findings listed above. Finally, if amended, Code Section 37.5.2.C would allow an additional four feet to be earned, not to exceed a maximum of 42 feet, if the building meets the criteria and findings set forth above and is not visible from a TRPA-designed scenic highway corridor pursuant to Section 66.2.

A TRPA Code amendment is also proposed to remove Venice Boulevard from the definition of Major Arterial in Section 90.2. A road named Venice Boulevard does not exist in the Tahoe Basin, and Venice Drive does not satisfy the requirements for a major arterial, generally defined as a major through road that carries a large amount of traffic from collector streets to highways. Venice Drive has one lane in each direction and has no outlet at its eastern cul-de-sac terminus.

## TRPA SCENIC RESOURCE THRESHOLDS

The TRPA established a baseline inventory of the scenic resources in the Lake Tahoe Basin (Wagstaff and Brady 1983, TRPA 1993). The Basin was divided up into separate roadway, shoreline, and recreation area scenic units, and each unit was given a scenic resource rating and threshold. Scenic resource thresholds were developed using an inventory of subcomponents for specific types of scenic resources within each roadway, shoreline, and certain recreation area units. The TRPA prepared a *Scenic Quality Improvement Program for the Lake Tahoe Basin* (SQIP) to maintain or upgrade the scenic quality of recreation areas, roadway views, and Lake Tahoe (TRPA 1989). For purposes of this report, the scenic quality standards of the TRPA Code of Ordinances are defined as follows:

66.1.3. Roadway and Shoreline Unit Scenic Quality: The project shall not cause a decrease in the numerical ratings assigned to roadway or shoreline units, including the scenic quality rating of the individual resources within each unit, as recorded in the 1982 Scenic Resources Inventory and shown in Tables 13-3, 13-5, 13-8, and 13-9 of the Study Report for the Establishment of Environmental Threshold Carrying Capacities, October 1982. The criteria for rating scenic quality as identified in the referenced study report shall be used to determine if a project will cause a decrease in the numerical rating.

> *The TKM development is not visible from any scenic roadway units or individual roadway scenic resources and therefore the scenic standards for roadways do not apply. The TKM development is potentially visible from Shoreline Units 1 (Tahoe Keys) and 33 (Truckee Marsh) and therefore these scenic resources will be addressed in the analysis below.*

66.1.4. Roadway and Shoreline Unit Travel Routes: The project shall not cause a decrease in the 1982 roadway or shoreline travel route ratings as shown in Tables 13-6 and 13-7, respectively, of the Study Report for the Establishment of Environmental Threshold Carrying Capacities, October 1982. The criteria for rating travel routes as identified in the referenced study report and as further explained in the report entitled A Scenic Analysis of Principle Travel Routes In The Lake Tahoe Region, 1970, shall be used to determine if a project will cause a decrease in the numerical rating. For projects in the shoreland (300 feet from Lake Tahoe high water line), Section 66.3 shall be used to determine if it will contribute to a decrease in the numerical rating for a shoreline travel route rating.

> *The TKM development is not visible from any scenic roadway unit travel routes and therefore the scenic standards for roadway travel routes do not apply. The TKM development is not located within the shoreland (300 feet from Lake Tahoe high water line) and therefore Code Section 66.3 standards for scenic impacts to the shoreland do not apply.*

66.1.5. Public Recreation Areas and Bicycle Trails: The project shall not cause a decrease in any numerical subcomponent threshold rating or total threshold rating assigned to a scenic resource identified in the 1993 Lake Tahoe Basin Scenic Resource Evaluation. Prior to approving a project that may potentially affect an identified scenic resource, TRPA shall find that the project is consistent with applicable recommendations for preserving scenic quality of the affected recreation area or bicycle trail found in the 1993 Lake Tahoe Basin Scenic Resource Evaluation.

> *The TKM development is not visible from any TRPA designated public recreation areas or bicycle trails identified in the 1993 Lake Tahoe Basin Scenic Resources Evaluation. Therefore, the scenic standards for public recreation areas and bicycle trails do not apply.*

66.1.6. Reflectivity and Glare: Structure planes (roofs, walls, etc) that directly reflect sunlight glare onto Lake Tahoe, a scenic roadway unit, or a scenic recreation area are subject to the following standards:

A. Reflectivity for Windows and Glass Railings: Reflectivity shall not exceed 11 percent on all unscreened glass or glass-like windows, railings and other building features that directly reflect sunlight glare onto Lake Tahoe, a scenic roadway unit, or a scenic recreation area.

B. Reflectivity for Metal and Other Low-Texture Building Surfaces: Metal, plastic, composite, and other low texture building surfaces that directly reflect sunlight glare onto Lake Tahoe, a scenic roadway unit, or a scenic recreation area shall be constructed with a non-glare finish that minimizes reflectivity.

C. Screening and Orientation: Projects with vegetation screening and/or surface plane orientations preventing sunlight glare from directly reflecting onto Lake Tahoe, a scenic roadway unit, or a scenic recreation area are exempt from these Reflectivity and Glare standards.

*The TKM development is not visible from any TRPA designated scenic roadway units or public recreation areas/bicycle trails and therefore the reflectivity and glare standards do not apply to these locations. Existing and proposed structures at TKM are so distant from the Lake Tahoe shoreline (1,900 to 3,000 feet) that natural screening (vegetation and distance) prevents reflectivity and sunlight glare to impact Lake Tahoe viewpoints. Therefore, the scenic standards for reflectivity and glare do not apply.*

## TKM DEVELOPMENT AND TRPA CODE AMENDMENT SCENIC ANALYSIS

For Lake Tahoe viewpoints, the TKM project area is nearby to TRPA Scenic Shoreline Units 1 (Tahoe Keys) and 33 (Truckee Marsh) and specific Lake Tahoe scenic resources 1.3 (Tahoe Keys Visual Features) and 33.2 (Truckee Marsh Visual Features). These shoreline units share the TKM east channel as one end of their boundary. As described above, there are no roadway or public recreation/bicycle trail threshold locations from which existing or proposed TKM facilities are visible.

*Figure 4: Shoreline Unit 1 (Tahoe Keys)*




In addition to official TRPA scenic threshold shoreline locations where the proposed TKM development may result in potential impacts, the TRPA Initial Environment Checklist (IEC) includes a question (Item 18.c) that requires analysis of potential scenic impacts from public roads or other public areas. Specifically item 18.c states "Will the proposal block or modify an existing view of Lake Tahoe or other scenic vista seen from a public road or other public area." To address this question of the IEC, scenic impacts of the proposed TKM development will also be addressed from viewpoints along Venice Drive East, the CTC managed trail from the end of Venice Drive East to Cove East Beach, and from the open space area within the Tahoe Keys Property Owners Association (TKPOA) condominiums located across the water from the proposed TKM development.

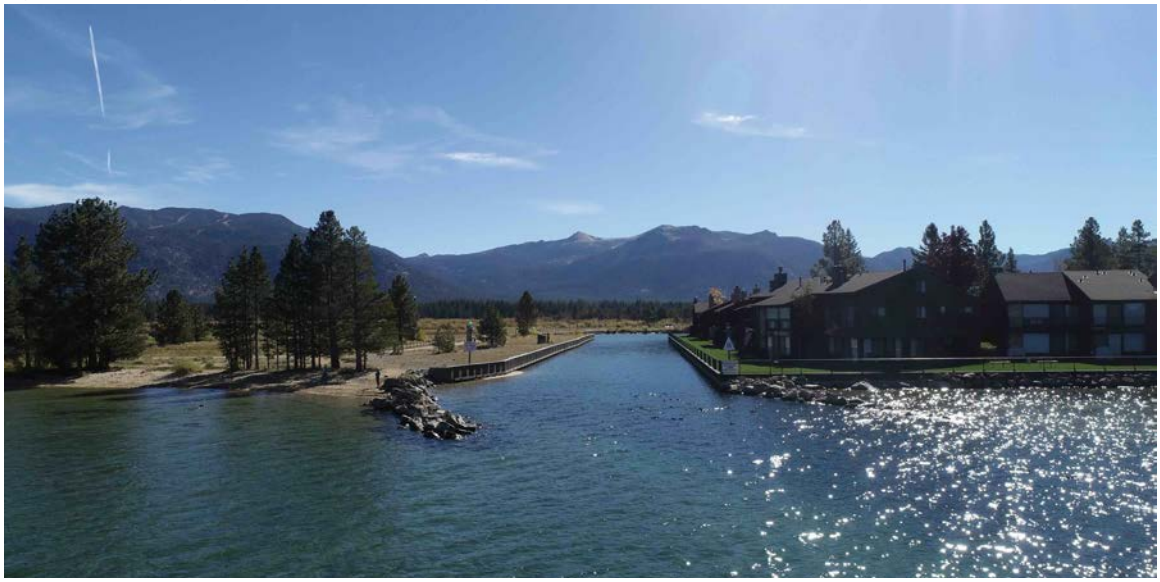
The following evaluation includes a summary of the baseline Scenic Resource Inventory and recent monitoring for each

applicable TRPA scenic threshold resource and analysis of whether the proposed TKM site development may adversely affect or benefit scenic quality ratings. The evaluation also includes analysis of potential scenic impacts from proposed TKM development on existing views of Lake Tahoe or other scenic vistas as seen from Venice Drive East, the CTC Cove East trail, and the TKPOA condominiums.

### Scenic Shoreline Unit 1 (Tahoe Keys) and Scenic Resource 1.3

The shoreline unit rating is based on the values of the backdrop landscape or skyline or ridges and peaks, the character of the shoreline foreground, and natural and man-made feature of interests on or near the shore as viewed from Lake Tahoe (TRPA 1982, 1983). Background views in Shoreline Unit 1 (see Figure 4) consist of lower mountains in the middleground and Freel Peak in the background. Shoreline views consist of marsh areas with willows, scattered pines and pine backdrop with flat shores and the Tahoe Keys development with undulating sandy shore in the foreground, and a few trees and residential development dominating beyond. Visual features of note (resource number 1.3) document the channel entry to the Tahoe Keys Marina that is surrounded by large residential houses on the west side of the channel and the bulkhead and undeveloped marsh areas on the east (see Figure 5). Because of intervening man made residential development and vegetation shown in Figure 5, the TKM project site (blue star) is not visible from Shoreline Unit 1 viewpoint locations and therefore no further analysis is required for this Unit or specific scenic resources therein.

*Figure 5: Photograph from Lake Tahoe entry to TKM East Channel (East end of Shoreline Unit 1)*



### Scenic Shoreline Unit 33 (Truckee Marsh) and Scenic Resource 33.2

Background views in Shoreline Unit 33 consist of Freel and Job's peaks within a panorama of lower ridges, some with bare summits. Shoreline views consist of low shoreline with distinctive vegetation – red willow scrub and meadow flanked by pine trees. Little other development is visible except for housing within Tahoe Keys to the west. Visual features of note (resource 33.2) includes the cluster of willows and pines that mark the Upper Truckee River mouth at the shoreline.

Scenic quality travel route ratings for Shoreline Unit 33 are provided in Table 1. Figure 6 provides a map of Shoreline Unit 33 (Truckee Marsh). Depending on where the viewer is located within the

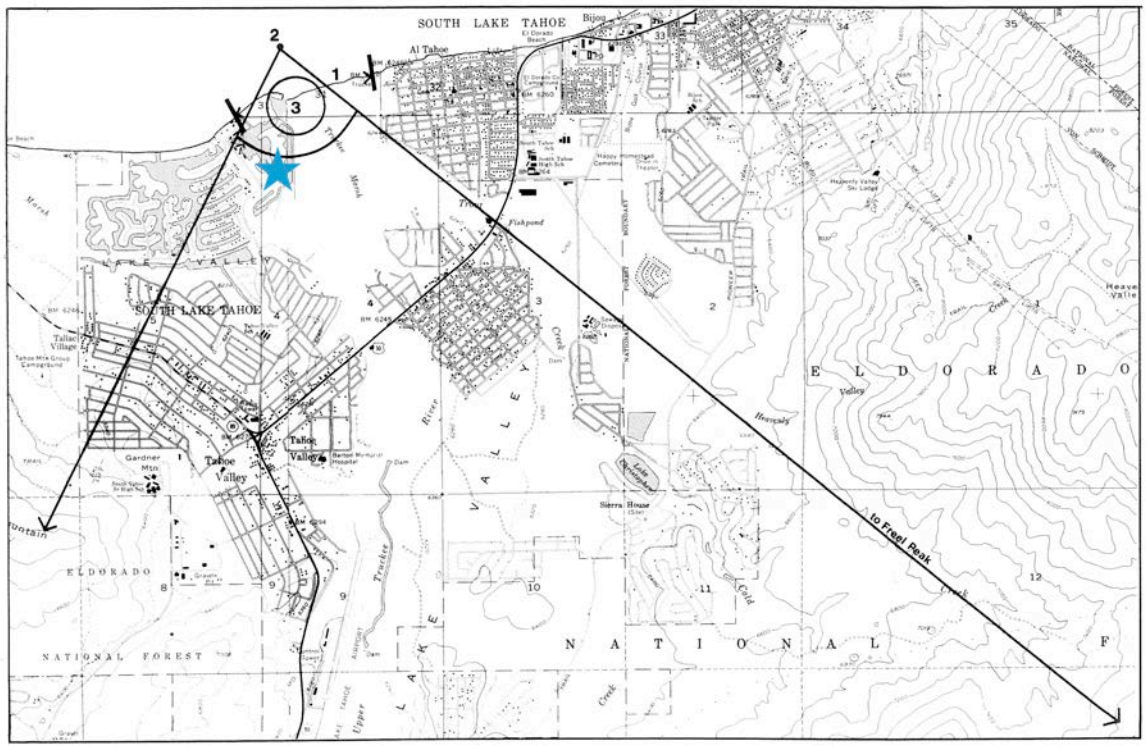
shoreline unit, the project site (blue star) is potentially visible because it is located on the west side of the unit and only the Truckee Marsh and its associated vegetation is located between shoreline viewpoints and the TKM project site.

*Table 1: Scenic Shoreline Threshold Travel Route Ratings, Unit 33 (Truckee Marsh)*

| | Monitoring Year | | | | | | |
|---|---|---|---|---|---|---|---|
| **Criteria** | **1982** | **1991-2006** | **2011** | **2015** | **2019** | **2023** | **Project** |
| Man-made Features | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Background (Landscape) Views | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| Variety | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| Threshold Composite | **14** | **14** | **14** | **14** | **14** | **14** | **14** |
| **Status** | **A** | **A** | **A** | **A** | **A** | **A** | **A** |

Source: TRPA 2023 and HBA 2025

*Figure 6: Shoreline Unit 33 (Truckee Marsh)*




TRPA monitoring has determined that Shoreline Unit 33 is in attainment with a threshold composite score of 14 out of a possible 15 (TRPA 2023). A composite score of 7.5 is required for the shoreline unit to be in attainment. Scenic resource 33.2 is also in attainment (see below) with a score of 10.0 (2023) because the score has not decreased from when it was first assigned in 1982.

Scenic Resource 33.2 (Truckee Marsh Visual Features) Scenic Ratings

| | Unity | Vividness | Variety | Intactness | Rating | Attainment? |
|---|---|---|---|---|---|---|
| 1982-2023 | 2 | 2 | 3 | 3 | 10 | Y |

Ratings for man-made features of Shoreline Unit 33 have been high since scoring was first conducted in 1982, primarily as a result of the lack of man-made features in the unit and the screening of Tahoe Keys development provided by the Truckee Marsh. The TRPA scenic threshold evaluation completed in 2023 noted that tree removal as part of the CTC Cove East restoration Project exposes the roofline of the condo complex (presumably the complex along the TKM east channel located at the far west end of the shoreline unit) and creates a bright linear feature when traveling west. The scoring will be revisited during the next scenic threshold evaluation to see if Truckee Marsh vegetation matures and provides better screening, similar to the former vegetation/trees that were removed.

Scenic resource viewpoint 33.2 (Figure 7) shows the Truckee Marsh as viewed from approximately ¼ mile from the Lake Tahoe shoreline. In this viewpoint, the existing northernmost TKM marina structures are partly visible beyond the existing vegetative screening located within the Truckee Marsh, but only the TKM structures with light to medium color values. From this location all of the existing structures are located well below the existing tree canopy located in the foreground and background. The bottom image of Figure 7 depicts a visual simulation of the proposed TKM development structures. As documented in the simulation the darker colors of the proposed structures, combined with the existing intervening vegetation and proposed onsite landscaping, render the proposed changes to the TKM facilities difficult to discern from this viewpoint. As such, scenic impacts from Shoreline Unit 33 and the scenic resource 33.2 viewpoint would be less than significant and no change to the existing threshold scoring would result.

***Figure 7: Shoreline Resource 33.2 Viewpoint***




Existing Development

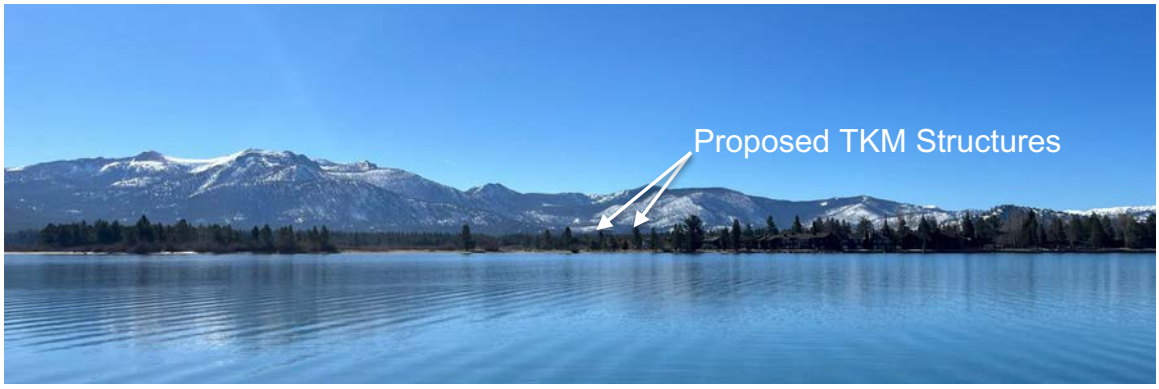



Photo Simulation of Proposed Development

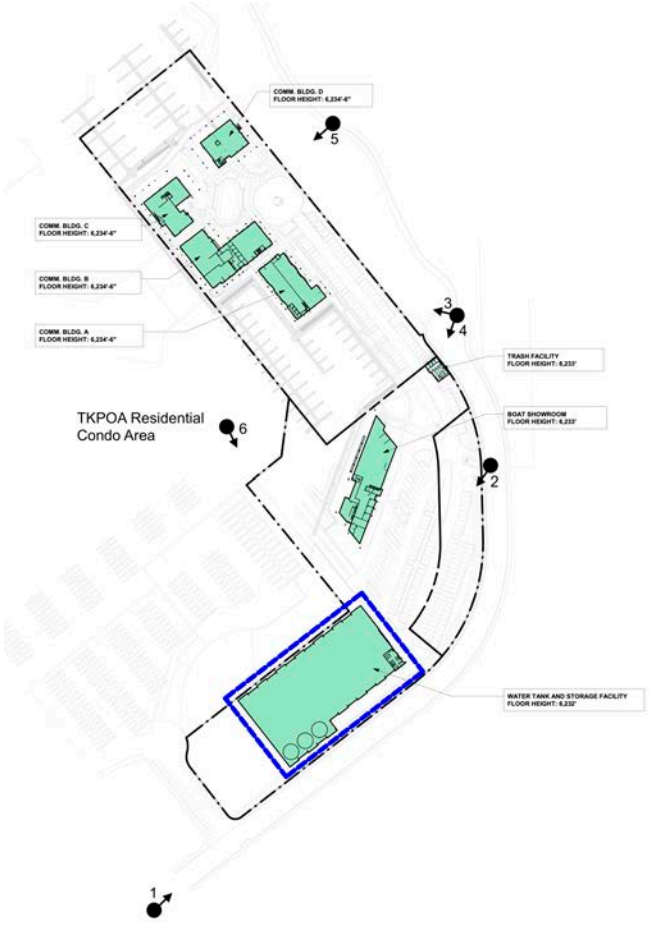
## TRPA Initial Environmental Checklist Question 18.c

18.c: Will the proposal block or modify an existing view of Lake Tahoe or other scenic vista seen from a public road or other public area?

Potential impacts to TRPA scenic threshold resources are addressed above. The analysis below addresses non-threshold scenic vistas (e.g., ridgeline and meadow views) that may be impacted by proposed TKM development. The Project will modify existing views to Basin ridgelines from viewpoints on Venice Drive and the public shared-use trail that provides access to the Conservancy's Cove East Beach. The Project will also modify existing views to Basin ridgelines from select viewpoints within the TKPOA residential area located across the water to the northwest of the proposed TKM development.

To address potential TKM development impacts to scenic vistas from viewpoints along Venice Drive, the Cove East trail and nearby TKPOA residential areas, the following analysis references photo simulations prepared by the TKM development team to document existing and proposed conditions from key viewpoints. Viewpoint locations (Figure 8) for the photo simulations were selected in consultation with TRPA and City staff and include viewpoints 300 feet from each side of the proposed boat storage structure along Venice Drive, viewpoints from the Venice Drive cul-de-sac directed at the commercial plaza buildings and trash enclosure/boat showroom building, a viewpoint from the Cove East trail directed towards the commercial plaza buildings, and a final viewpoint from the TKPOA residential condominiums looking south across the water towards the boat storage structure.

***Figure 8: Scenic Simulation Viewpoint Locations***




Venice Drive Viewpoints

For Venice Drive viewpoints 300 feet from the proposed boat storage facility looking west and east, existing background views to Tahoe Basin ridgelines (e.g., scenic vistas) would be temporarily blocked as currently viewed through existing trees and the TKM outdoor boat storage area (see Attachment A, Viewpoints 1 and 2). For viewpoints within a section of the 2,100 foot long roadway unit (approximately 600 feet from either side of the boat storage facility), the building height and width of the structure would block existing background views of ridgelines. In some of these viewpoint locations (e.g., Viewpoint 2 looking west), the existing outdoor TKM boat storage facilities already partially block views of ridgelines to the west. However, from the majority of other viewpoint locations on Venice Drive (e.g., those located approximately 600 feet or more from the structure), the height and

massing associated with the proposed boat storage structure would not entirely block background ridgeline views because of the structure's proposed height of 42 feet, the distance to the structure from more distant Venice Drive viewpoints, and the ridgeline elevations which average approximately 9,000 feet (with peaks up to 10,800 feet) compared to the much lower viewpoint elevation along Venice Drive (6,232 feet). As such, even though the boat storage facility would temporarily block ridgelines views (e.g., scenic vistas) from nearby Venice Drive viewpoints, it would also improve architectural quality and reduce existing clutter from boat storage/repair located at the south end of the TKM boundary, thereby improving man-made features. Impacts to landscape views (e.g., scenic vistas) would not be considered significant because the change to ridgeline views would be temporary for pedestrian/bikes and vehicles traveling on Venice Drive, and views to the ridgelines would be unchanged for a majority of the roadway's travel route.

For the Venice Drive viewpoint at the end of the cul-de-sac looking northwest towards the three existing marina buildings (where the four proposed commercial plaza buildings will be located), the existing background landscape views to scenic vistas (e.g., Tahoe Basin ridgelines) would be worsened by the construction of taller replacement buildings (ranging from 33 to 34.5 foot tall) and the placement of a fourth building (33.5 foot tall) at the site of the current boat ramp (Attachment A, Viewpoint 3). However, impacts to the background landscape views from this viewpoint location would be offset by substantial improvements to man-made features within the marina, the variety and cohesiveness of new man-made facilities and landscaping, and improved foreground screening of access and parking lot areas that would result from improved landscaping between the viewpoint and the marina facilities. Existing man-made facilities are in disrepair, do not offer sufficient screening of unsightly storage and repair areas from offsite viewpoints, and lack any form of architectural unity. As such, overall views of scenic vistas would be improved from this location.

For the Venice Drive viewpoint at the end of the cul-de-sac looking southwest towards the existing outdoor boat storage area (where the proposed 17 foot tall trash enclosure/public restroom and 36.5 foot tall boat showroom buildings would be located), the existing background landscape views to scenic vistas (e.g., Tahoe Basin ridgelines) would be slightly worsened by the construction of the trash enclosure/public restroom building (Attachment A, Viewpoint 4). This trash structure in the foreground from this viewpoint is located where refuse collection trucks can easily access the enclosed bay - other locations within the marina would be constrained by narrow access roadways and parking area aisles. As with the previous viewpoint, impacts to the background landscape views from this viewpoint location would be mostly offset by substantial improvements to man-made features within the marina, the variety and cohesiveness of new man-made facilities and landscaping, the removal of outdoor boat storage, marina fuel tanks and service areas, and improved foreground screening of access and parking lot areas that would result from improved landscaping between the viewpoint and the marina facilities. Existing man-made marina facilities visible from this viewpoint are in disrepair, do not offer sufficient screening of unsightly storage and boat repair areas, and lack any form of architectural unity. As such, overall foreground and background views of scenic vistas would also be improved from this location.

Cove East Trail Viewpoint

For the Cove East viewpoint looking west towards the three existing marina buildings (where the proposed four commercial plaza buildings will be located), the existing background landscape views to scenic vistas (e.g., Tahoe Basin ridgelines including Mount Tallac) would be worsened by the construction of taller replacement buildings (ranging from 33 to 34.5 foot tall) and the placement of a fourth building (33.5 foot tall) at the site of the current boat ramp (Attachment A, Viewpoint 5). Once mature, cedar, aspen and maple trees shown on the proposed landscaping plan for the commercial plaza and adjacent parking area would further block views through the marina site to the ridgelines. This viewpoint was selected to look directly into the middle of the proposed

commercial plaza area from the Cove East trail. Viewpoints located to the south or north of the selected viewpoint would continue to offer trail users more unobstructed ridgeline views, similar to those available today. Similar to changes that are anticipated from views at the end of Venice Drive, impacts to the background landscape views from this viewpoint location would be offset by substantial improvements to man-made features within the marina, the variety and cohesiveness of new man-made facilities and landscaping, and improved foreground screening of road access and parking lot areas that would result from improved landscaping between the viewpoint and the commercial plaza facilities. Existing man-made facilities visible from this location are in disrepair, do not offer sufficient screening of unsightly storage and repair areas from offsite viewpoints, and lack any form of architectural unity. As such, views into TKM of existing facilities would be substantially improved from this location. But as mentioned above, views from a portion of the Cove East Trail looking through the marina site to ridgelines located west (including Mount Tallac) would be further blocked and modified.

Recommended Mitigation/Redesign: To mitigate the impacts on scenic vistas from the Cove East trail located east of the proposed TKM development, landscape plans for the commercial plaza and adjacent parking area shall be revised to reduce or remove taller trees that may block views through the proposed buildings to the ridgelines beyond (e.g., in front of and between buildings B and C), replacing them with shorter trees (e.g., flame maple or multi-stem aspen) and shrubs that will not block ridgeline views as viewed from the Cove East trail through the TKM site.

TKPOA Residential Condominiums Viewpoint

For the selected TKPOA residential condominium area viewpoint looking south towards the outdoor boat storage area (where the proposed boat storage and boat showroom buildings will be located), the existing background landscape views to scenic vistas (e.g., Tahoe Basin ridgelines including Freel Peak) would be worsened by the construction of the proposed TKM structures (42 foot tall boat storage building and 36.5 foot tall boat showroom located closer to the viewpoint) (Attachment A, Viewpoint 6). Once mature, Jeffrey pine, incense cedar and aspen trees shown on the proposed landscaping plan to screen views of the boat storage/boat showroom and adjacent parking areas may further block views from the TKPOA residential area through the south end of the marina site towards the ridgelines. The boat storage building, that may also include indoor space for water storage facilities to improve fire suppression in the Tahoe Keys, and space for public safety providers to stage equipment and staff for operations, would have a greater impact on existing views to southern Tahoe Basin ridgelines. The boat showroom building, located closer to the viewpoint across the marina waters, would also block views of ridgelines, including Freel Peak, but only the lower elevations of the mountain, not the top of the ridgeline itself.

This viewpoint was selected to address adjacent TKPOA residential areas that currently view the existing TKM outdoor boat (and other equipment) storage area. The viewpoint is approximately 240 feet from the existing outdoor storage area (also the site of the proposed boat showroom) and approximately 400 feet from the proposed boat storage facility. Viewpoints from other condominiums located to the west of the selected viewpoint would see similar changes to existing ridgeline views. Once again, and similar to changes that are anticipated at other viewpoints, impacts to the background landscape views from this TKPOA residential area viewpoint location would be offset by substantial improvements to man-made features within the marina (e.g., removing the clutter from unscreened outdoor storage of boats and equipment) and the variety and cohesiveness of new man-made facilities (including the new bulkhead within the marina waters) and landscaping. Existing man-made facilities and outdoor storage visible from this location are in disrepair and are located immediately adjacent to the bulkhead with insufficient screening of unsightly storage and repair areas from offsite residential viewpoints. As such, foreground views of TKM facilities would be substantially improved from this location and others within the TKPOA

residential areas, and as a result, overall foreground and background views of scenic vistas would be improved.

### TRPA Code Section 37.7 Additional Height Findings

The TKM development proposes amendment to TRPA Code Section 37.5.2 to permit the height requested for each of the proposed structures within an inland marina. In order to permit the additional height, certain Code Chapter 37.7 (Additional Height) findings are required as documented below.

Code Chapter 37.7 Findings for Additional Building Height

1. When viewed from major arterials, scenic turnouts, public recreation areas, or the waters of Lake Tahoe, from a distance of 300 feet, the additional height will not cause a building to extend above the forest canopy, when present, or a ridgeline. For height greater than that set forth in Table 37.4.1-1 for a 5:12 roof pitch, the additional height shall not increase the visual magnitude beyond that permitted for structures in the shoreland as set forth in subsection 66.3.7, Additional Visual Magnitude, or Appendix H, Visual Assessment Tool, of the Design Review Guidelines.

2. When outside a community plan, the additional height is consistent with the surrounding uses.

3. With respect to that portion of the building that is permitted the additional height, the building has been designed to minimize interference with existing views within the area to the extent practicable.

4. The function of the structure requires a greater maximum height than otherwise provided for in this chapter.

7. The additional building height is the minimum necessary to feasibly implement the project and there are no feasible alternatives requiring less additional height.

Below is analysis of the Height Findings required for TKM structures should the proposed TRPA Code Section 37.5.2 Amendment be adopted.

1. TKM project area locations where structures are proposed for additional height are not visible from major arterials, scenic turnouts, public recreation areas or the waters of Lake Tahoe. Therefore, this finding does not apply.

2. The TKM project area is located outside of community plan boundaries and therefore this finding applies. Surrounding land uses include the TKPOA residential condominiums (two- and three-story structures) across marina waters to the west, and the Tahoe Keys Village commercial development (one- and two-story structures) further west at the intersection of Tahoe Keys Boulevard and Venice Drive. The heights of these existing structures is consistent with the height proposed for the TKM buildings.

3. As documented in the analysis above, the buildings will temporally interfere with existing ridgeline views from Venice Drive and the Cove East Trail locations, but only from viewpoints in close proximity to the structures. To minimize interference with scenic views, the boat storage facility has been proposed at the far end of the marina property, away from the more public high traffic areas.

4. The additional height requested for the TKM structures would permit the greater ceiling heights necessary for the two-story retail building land uses and second story roof design that maximize natural lighting and user views to the Tahoe Basin. The additional height requested for the TKM boat storage facility is the minimum necessary to vertically stack up to three boats (consistent with the current outdoor storage) under the engineered roof beams necessary for the width of the structure.

7. See the analysis above for finding 4. To feasibly provide indoor boat storage for the number of TKM boats currently stored outdoors along Venice Drive, the height of the structure must permit vertical stacking of at least three boats. As such, the requested building height is the minimum necessary to provide indoor boat storage.

## Attachment A – TKM Development Photo Simulations from Venice Drive East, CTC Cove East Trail and TKPOA Condominiums

ATTACHMENT A

Viewpoint 1 (Venice Drive Looking East)





ATTACHMENT A

Viewpoint 2 (Venice Drive Looking West)





ATTACHMENT A

Viewpoint 3 (Venice Drive Cul-de-sac Looking Northwest)





Viewpoint 4 (Venice Drive Cul-de-sac Looking Southwest)





ATTACHMENT A

Viewpoint 5 (CTC Cove East Trail Looking West)





ATTACHMENT A

Viewpoint 6 (TKPOA Condominiums Looking South)





# Resolution 2026-XX

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

**August 11, 2026**

**Denying the Appeal of the Planning Commission Decision Approving File #Dr25-007 (Tahoe Keys Marina Redevelopment Project), Granting Major Design Review, Special Use Permit, and a Variance for a Setback Encroachment, and Adoption of the Project's IS/MND Under CEQA**

## RECITALS

**A.** On May 8, 2025, the City of South Lake Tahoe Planning Division received an application from the Tahoe Keys SMI DE LLC for a proposed project to redevelop and modernize the Tahoe Keys Marina property.

**B.** In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15070, an Initial Study was prepared for the proposed project in compliance with CEQA.

**C.** In accordance with Government Code Section 65352, the City prepared and published a Notice of Availability and Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed project and circulated the Initial Study for public review on April 3, 2026.

**D.** On April 4, 2026, the Notice of Availability, Notice of Intent, Notice of Completion, and the IS/MND were posted on the website of the Office of Land Use and Climate Innovation (SCH # 2062040227), and circulated to State agencies.

**E.** Due to a typographical error in the conclusion of the public review period, the City reinitiated the public review period of the Initial Study/Mitigated Negative Declaration and published a revised Notice of Availability and Notice of Intent on May 1, 2026, with a public review period ending June 1, 2026. All comments previously submitted to the City on the IS/MND were accepted.

**F.** On May 19, 2026, the City mailed a notice of a public hearing to all affected properties within 300 feet of the project area, providing the date, time, and location

of the June 11, 2026, Planning Commission meeting, at which the Planning Commission will consider the Tahoe Keys Marina Redevelopment Project.

**G.** On May 29, 2026, the City published a notice of a public hearing of the date, time, and location of the June 11, 2026, Planning Commission meeting in the Tahoe Daily Tribune, a newspaper of general circulation in the City of South Lake Tahoe.

**H.** The City of South Lake Tahoe Planning Commission conducted a duly noticed public hearing on June 11, 2026, took public comment, deliberated, and approved the Tahoe Keys Marina Redevelopment Project (File #DR25-007), granting a major design review, special use permit, and a variance for a setback encroachment, and adopted the IS/MND and associated Mitigation Monitoring and Reporting Program under CEQA**.**

**I.** On June 23, 2026, the City Clerk's office received a timely appeal of the Planning Commission's decision to adopt the IS/MND and approve the Tahoe Keys Marina Redevelopment Project from the Sierra Club Tahoe Area Group (SCTAG) represented by its Vice Chair, Tobie Tyler, and Tahoe Sierra Clean Air Coalition (TSCAC), dba TahoeCleanAir.org, represented by its President, Douglas Flaherty.

**J.** On August 11, 2026, the City Council held a duly noticed public hearing on the appeal, and received and reviewed all oral and written comments related to the appeal.

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

1. The City Council Finds that the foregoing recitals are true and correct and made part of this resolution.

2. In the exercise of its independent judgment, having considered and reviewed the the Initial Study/Mitigated Negative Declaration and the administrative record for the Project, including all comments received, the City Council finds that, in accordance with CEQA Guidelines section 15074, the IS/MND has been completed in compliance with the requirements of CEQA, that the IS/MND reflects the City’s independent judgment, and and further finds that there is no substantial evidence that the project will have a significant effect on the environment.

3. The City Council approves and adopts the IS/MND prepared for the Project, and based on the record as a whole, finds that all environmental impacts of the proposed Tahoe Keys Marina Redevelopment Project are either insignificant or can be mitigated to a level of insignificance pursuant to the mitigation measures outlined in the Initial Study/MND.

4. Pursuant to Public Resources Code section 21081.6, the City Council hereby adopts the mitigation measures set forth in the IS/MND and its accompanying Mitigation, Monitoring, and Reporting Program (MMRP), and imposes thoses each of those measures on the Project as a condition of approval.

5. The Development Services Department is the custodian of the documents or other material that constitute the record of proceedings upon which the City Council's decision is based and can be found at 1052 Tata Lane, South Lake Tahoe, California, 96150.

6. The City Council hereby directs staff to file a Notice of Determination with the County Clerk of the County of El Dorado and the the Office of Land Use and Climate Innovation within five working days of the adoption of this resolution in accordance with CEQA Guidelines section 15075.

7. The City Council hereby denies the appeal by the Sierra Club Tahoe Area Group and Tahoe Sierra Clean Air Coalition, and upholds the decision of the Planning Commission as set forth in Resolution 2026-010.

8. Based on the analysis of City staff as set forth in the City Council staff report, the City Council approves the application for the Major Design Review, Special Use Permit, and Variance (#DR25-007), based on the following findings:

   *General Plan and Plan Area Statement Consistency*

   The City Council finds that the Project as a whole is consistent with the goals, programs and policies in the General Plan, specifically those outlined in the staff report, as well as the applicable Plan Area Statement 102, which permits marina uses, and the Lake Tahoe Airport Land Use Compatibility Plan.

   *Design Review*

   Pursuant to South Lake Tahoe City Code section 6.10.350.A, the City Council may approve a project with modifications to the City-wide Design Standards, upon making the findings that:

   1) The lesser improvement will lessen the environmental impact.

   2) The lesser improvement will enhance traffic safety for vehicles and pedestrians.

   3) The lesser improvement will substantially meet the intent of the requirement.

The City Council hereby finds that all of the findings above are true with regards to allowing a reduced driveway width, as allowing an alternative, larger driveway at the property line will not have an environmental impact and will improve traffic safety for vehicles and pedestrians in the vicinity. It is expected that large oversize loads (e.g., boats) will need access to the site, as this location provides direct access to the boat storage building, boat showroom, and boat launching facility. Thus, a wider driveway can accommodate these larger vehicles and trailers, preventing backups onto Venice Drive East and reducing the need for multiple turns and reverses to access the site. Minimizing backup and multiple turns of larger vehicles and large oversized loads (i.e., boats) would reduce potential mobility conflicts and enhance pedestrian and vehicular safety. Thus, the lesser improvement substantially meets the Code's intent to require an appropriately designed driveway that accommodates ingress and egress to a site without negatively impacting traffic flow on a public street.

*Use Permit*

Pursuant to South Lake Tahoe City Code section 6.10.350 & 6.55.620, the City Council may grant a reduction in the parking demand ratio 6.55.620, for the reasons set forth in the staff reports to the Planning Commission and City Council, the Council finds that the use applied for is:

1. Necessary or desirable on a specific parcel;
2. Not injurious to the neighborhood;
3. Consistent with the intent of this chapter; and
4. Consistent with the permitted uses in such plan area.
5. Adequate off-street parking will be provided for the proposed use as determined by a parking analysis.
6. The environmental impact of the use will be lessened by the reduction in parking spaces.
7. Traffic safety for other vehicles and pedestrians will be enhanced by the lesser requirement.
8. The uses have different peak periods.
9. The parking demand will not overlap.
10. The parking facility will meet peak demand.
11. The property owners are willing to sign reciprocal agreements for “shared parking” approved as to form and substance by the city.

The City Council hereby finds that, with respect to the project as modified by the conditions of approval, all of the findings above are true with regards to allowing a

modification to the parking demand ratio to reduce the number of parking spaces. As provided for in the staff report and the LSC Transportation Consultant Inc. parking analysis, the need for parking on the Tahoe Keys Marina property is desirable and will not be injurious to the neighborhood by providing onsite parking to accommodate the existing marina activities. Providing adequate parking supported by a parking analysis is consistent with the intent of the Chapter 6.10 of the City Code and is consistent with the permitted marina use.

In addition, the parking analysis provides a rationale for reducing parking and for shared parking of on-site spaces among the various uses. The parking analysis determined that, at peak demand, there is adequate on-site parking with the implementation of the employer parking program to reduce employee auto modes.

The environmental impact of use will be reduced by allowing fewer parking spaces. The proposed parking space would reduce the overall land coverage dedicated to parking and would be used for landscaping islands, usable green space, and on-site water runoff treatment. The project also proposes dedicating spaces for valet-only parking, to be managed by the marina, thereby reducing conflicts between vehicles and users.

The lesser requirement would enhance traffic safety for other vehicles and pedestrians. The use of valet parking would reduce vehicle-user conflicts, and reduced on-site vehicle circulation would reduce conflicts between pedestrians and vehicles.

The parking analysis prepared by LSC Transportation Consultants, Inc., analyzed parking demand using the Institute of Transportation Engineers Parking Generation Manual and the City Parking Demand Ratio. After applying reductions for differences in peak uses and non-auto modes, the study concluded that the resulting peak demand for the proposed project is 358 spaces (before applying shared parking). After applying shared parking, meaning a space that two different uses may use, but at different times of the day, the parking demand is 288 spaces, which would occur midday (from 2:00 p.m. to 4:00 p.m., when almost all uses are at peak occupancy). The study concluded that the on-site uses would have different peak demands, on-site parking demand would not overlap, and the parking facility would meet parking demand. As the parcel area owned by TKM and the parking area are part of the overall project area, staff do not recommend a reciprocal parking agreement.

*Variance*

Pursuant to South Lake Tahoe City Code 6.55.630 and Government Code section 65906, The City Council finds that the approval of a variance to setback requirements is necessary because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the regulation deprives such property of privileges enjoyed by other property in the vicinity and under identical plan area. There are special circumstances that warrant granting the variance to allow the trash facility/public restroom to encroach into the setback at its proposed location. There is a demonstrated need to locate the restroom facility within proximity to the entrance to the Cove East recreation area. Due to the surroundings and location, the facility would be placed directly across the street from the Cove East entrance, so users of the recreation facility would not need to travel farther to access restrooms within the marina. Moving the proposed facility would increase travel distance for Cove East users and likely require reconfiguration of the driveway and parking lot on a narrow portion of the project site. Allowing access to South Tahoe Refuse trucks from Venice Drive East would also improve on-site traffic and vehicle circulation. As these large trucks would not have to navigate onto the marina site to access refuse containers, this would reduce onsite vehicle conflicts. Thus, due to topography, surroundings, and location, granting the variance would not provide a special privilege not enjoyed by other properties in the vicinity and the plan area.

*9.* In addition to the mitigation measures imposed on the project as part of the MMRP, this approval is subject to the conditions of approval set forth in Exhibit A.

Adopted by the City of South Lake Tahoe City Council on August 11, 2026, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

**EXHBIT A**

**MAJOR DESIGN REVIEW, SPECIAL USE PERMIT & VARIANCE**

**Project Name: Tahoe Keys Marina Redevelopment Project**
**File: DR25-007**
**Location: 2435 Venice Drive**
**Project APN: 022-210-032, 022-210-040, 022-210-041 & 022-210-042**
**Applicant: Tahoe Keys SMI DE LLC**
**Eric Metz, Vice President of Development**

**DESCRIPTION OF PROJECT**

This permit authorizes the demolition and reconstruction of the upland facilities at Tahoe Keys Marina. The permits allow the demolition of three (3) existing marina buildings, other ancillary structures on the site, and existing parking lots and utilities. Construction of landside facilities to include new buildings, parking lots, entrances, and utilities (including upgraded water connections to mains in Venice Drive East and Tahoe Keys Boulevard). New buildings include an approximately 52,600-square-foot indoor boat storage facility with indoor water tanks, three units of workforce housing (to replace the three [3] existing units that would be demolished as part of the project), and space for restaurants, retail, concessions, and boat sales. The existing boat launch and gantry crane would be relocated. This permit does not approve the replacement of the existing bulkhead bordering the lagoon or any mooring changes, which require a separate TRPA permit.

**CONDITIONS OF APPROVAL**

1) The permittee shall implement the mitigation measures as outlined in the Initial Study/Mitigated Negative Declaration (SCH # 2062040227) and the adopted Mitigation, Monitoring, and Reporting Program (MMRP) for the Project.

2) The permittee shall provide to the City a Notice of Determination filing fee of $3,068.75 made out to El Dorado County. The fee will cover the California Department of Fish and Wildlife environmental impact fee and the El Dorado County processing fee.

3) This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, the City may rescind this approval or take other appropriate action. Approval of this permit is limited to what is described herein, based on the approved plans and file materials.

4) In the event that any condition imposing a fee, exaction, dedication, or mitigation measure is challenged by the permittee in litigation, this approval shall be suspended pending dismissal or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be subject to review by the City and substitute conditions may be imposed.

5) Prior to issuance of a building permit, the permittee shall reimburse the City for any known but unpaid costs borne by the City associated with the project, including but not limited to work done by consultants for permit processing.

6) The permittee shall obtain all necessary City of South Lake Tahoe building or other City improvement permits applicable to this project prior to commencement of any construction. An encroachment permit is required for any work in the City right-of-way.

7) The permittee shall defend, indemnify (including reimbursement of all attorneys' fees and costs incurred by the City), and hold harmless the City and its elected and appointed officials, officers, agents and employees, from and against any and all liability, loss, claim, damage, or expense (including without limitation attorneys' fees), which may arise out of or concern any City permit decision or approval related to the project, including without limitation, challenges to project approvals or permits under the California Environmental Quality Act, and any and all liability, loss, claim, damage, or expense (including without limitation attorneys' fees), which may arise out of Applicant's construction of the project.

8) The permittee shall obtain all necessary Tahoe Regional Planning Agency (TRPA) permits applicable to this project prior to the commencement of any construction.

9) The permittee shall obtain all necessary Lahontan Regional Quality Control Board permits applicable to this project prior to the commencement of any construction.

10) All exterior coverings shall be consistent with Chapter 7A of the California Building Code and the California Fire Code.

11) All exterior lighting shall be consistent with the TRPA Code of Ordinances, Section 36.8, Exterior Lighting Standards, and City Code Section 6.10.160. The permittee shall submit exterior lighting specifications with the building permit application for review and approval by the Planning Division.

12) The permittee shall submit the final color palette with the building permit application for review and approval by the Planning Division.

13) The permittee shall select a darker earth-tone hue for the garage roll-up doors proposed for the trash facility and the public restrooms. The proposed color shall be submitted to the Planning Division for review and approval.

14) The permittee shall revise the plan set submittal to install bicycle racks within the vicinity of the drop-off and loading plaza.

15) The approved building height in this permit is contingent upon TRPA amending the TRPA Code of Ordinances to permit additional height for marinas. If the TRPA Governing Board does not approve the amendment, the permittee shall revise the proposed building height to comply with the TRPA Code of Ordinances.

16) The permittee shall submit a snow storage plan with the building permit application submittal for review and approval by the Planning Division.

17) Pursuant to the parking mitigation outlined in the LSC Technical Memorandum dated March 30, 2026, the permittee shall submit an Employee Parking Program to the Planning Division for review and approval.

18) The permittee shall restripe Venice Drive East with a Class III Bike Lane. Restriping shall conform to City Public Works engineering standards, and all work shall be coordinated with the Public Works Department.

19) Temporary/construction BMPs shall be installed and properly maintained at all times during construction, in accordance with applicable TRPA permit requirements. Applicant shall ensure that work in undertaken in a manner that avoids any violations of the City's MS4 permit and shall prevent all unlawful discharges into the City's stormwater system, and shall comply with any applicable construction stormwater permits and orders of the California State Water Resources Control Board and/or Regional Water Quality Control Board.

20) Prior to the commencement of any construction/grading, the permittee shall contact the City at least 48 hours in advance and arrange for a pre-grade inspection.

21) To mitigate the impacts on scenic vistas from the Cove East trail located east of the propose project, landscape plan for the commercial plaza and adjacent parking areas shall be revised to reduce or remove taller trees that may block views through the proposed buildings to the ridgeline views beyond, replacing them with shorter trees (e.g., flame maple or multi-stem aspen) and shrubs that will not block ridgeline views as viewed from the Cove East trail through the project site.

22) The permittee shall revise the Plan Set to add at least 15 additional onsite parking spaces. Permittee shall also implement an employee parking program to encourage increased non-auto access, provide carpool-matching resources, and implement a limited employee parking allowance for charter businesses. The employee parking program shall be submitted to the Planning Department for review and approval.

23) The property owner or authorized representative shall acknowledge this permit and the conditions contained within by signing below.

**END OF PERMIT**

CITY APPROVAL: Having made the finding that the project is consistent with all applicable City-wide Design Standards, City-wide Parking, Driveway and Loading Standards, and the City Code, the City approves the project, subject to the conditions of approval listed in this permit.

Approved by the City Council on August 11, 2026

_____ _____

City Approval Signature Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and responsible for agents' and employees' compliance with the permit conditions. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

_____ _____

Signature of owner or authorized representative Date

## Suggested Appeal Procedures

a. The City Council will consider the Appeal from Sierra Club Tahoe Area Group and Tahoe Sierra Clean Air Coalition (collectively appellants). Appealing the Planning Commission decision approving File #DR25-007 (Tahoe Keys Marina Redevelopment Project), Granting Major Design Review, Special Use Permit, and a variance for a setback encroachment, and adoption of the project's IS/MND under CEQA.

Notice of the Public Hearing was published in the Tahoe Daily Tribune, July 24, 2026.

b. The Council will hear evidence and testimony in the following order:

**i.** Any **opening statement or remarks** by the **appellants and/or appellant's attorney** and **evidence or testimony** from the appellant (requested time limit - **10 minutes**)

Followed by any **questions by Councilmembers or others (including staff)** who wish to ask questions (suggested time - **3 minutes per Councilmember)**.

**ii.** Any **evidence or testimony from staff members** (John Hitchcock, Planning Manager) concerning any issues raised surrounding this matter (time scheduled **- 10 minutes**)

Followed by **comments by the applicant,** if the applicant and appellant are different parties. (requested time limit – **10 minutes**)

Followed by any questions by the **appellants and Councilmembers** (suggested time - **3 minutes per speaker**).

**iii.** Any **evidence or testimony** from the **appellants and/or appellants attorney** in rebuttal to or in clarification of any other evidence or testimony presented, and any **closing statement or remarks** that the appellants wishe to make (requested time limit - **5 minutes**).

**iv. Public Comment (time limit – 3 minutes per speaker)**

c. The Mayor shall conduct the appeal in such a manner as to afford due process to the parties.

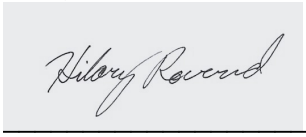
d. Following the presentation of testimony, the City Council deliberates on the evidence and testimony presented, and votes on whether to grant the appeal, provided they have all the necessary information. If issues are raised during the appeal hearing that cannot be immediately responded to by Staff, the Hearing should be continued to have such information available for the appeal process.

e. The City Clerk announces the final decision of the City Council.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**16

**Agenda Item:** Conduct Public Hearing on Award of Franchise to Lukins Brothers Water Company and Tahoe Keys Water Company, Introduce By Title Only and Waive First Reading of Ordinance Approving Award of Franchise Agreement to Lukins Brothers Water Company, Introduce By Title Only and Waive First Reading of Ordinance Approving Award of Franchise Agreement to Tahoe Keys Water Company

**Executive Summary:** On June 16, 2026, On June 16, 2026, Council passed a resolution indicating the Cityâ€™s intent to award a 25-year Franchise to both Lukins Brothers Water Company and Tahoe Keys Water Company. The resolution designated August 11, 2026 as the day for the public hearing and first reading of the ordinance to award both Franchise Agreements.

**Requested Action / Suggested Motions:** Pass a Motion to hold a first reading (by title only) of an Ordinance to award a Franchise Agreement to Lukins Brothers Water Company and an Ordinance to award a Franchise Agreement to Tahoe Keys Water Company, and refer second reading and adoption to the August 25, 2026, meeting.

**Responsible Staff Member:** Sergio Rudin, Interim City Attorney and Mohammad Qureshi, Director of Public Works

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

- 04-Public Notice Franchise Agreements.pdf
- 05-C-42-16.pdf
- 06-C-65-17.pdf
- Attachment 3 - TKWC Franchise Ordinance.docx
- Attachment 2- Lukins Water Franchise Ordinance.docx
- 01-Staff-Report Lukins TKWC Franchise Agreements

# City of South Lake Tahoe
# Report to City Council

**Meeting Date: August 11, 2026**

**Title: Conduct Public Hearing on Award of Franchise to Lukins Brothers Water Company and Tahoe Water Company, Introduce By Title Only and Waive First Reading of Ordinance Approving Award of Franchise Agreement to Lukins Brothers Water Company, Introduce By Title Only and Waive First Reading of Ordinance Approving Award of Franchise Agreement to Tahoe Water Company**

**Location: Citywide**

**Responsible Staff Member:** Sergio Rudin, Interim City Attorney and Mohammad Qureshi, Director of Public Works

**Background:**
The Franchise Act of 1937, as codified in the California Public Utilities Code Division 3, authorizes local governments to issue Franchises for oil, gas, and water.

In 1966, the City adopted Ordinance 1966-53 which granted Lukins Brothers Water Company a 50-year Franchise Agreement (C-42-16). The agreement expired in April 2016. A new Franchise Agreement with a stated effective date of June 21, 2016 and was accepted by the Franchisee on July 29, 2016. The Agreement was for a 10-year period and has expired at this point.

In 2017, the City granted a Franchise Agreement to Tahoe Keys Water Company (C-65-17). The agreement was accepted by the Franchisee on October 20, 2016 but was not awarded by Council until July 11, 2017. The Agreement stated an effective date of June 21, 2016 with a 10-year period. This Agreement has also expired at this point.

On June 16, 2026, Council passed a resolution indicating the City's intent to award a 25-year Franchise to both Lukins Brothers Water Company and Tahoe Keys Water Company. The resolution designated August 11, 2026 as the day for the public hearing and first reading of the ordinance to award both Franchise Agreements.

**Issue and Discussion:**

Pursuant to Public Utilities Code section 6234, Council is required to hold a public hearing to receive written protests or hear protests during the hearing. Once Council has determined that any such protests are insufficient, or have been overruled or denied, then they may grant the Franchise Agreement by adoption of an ordinance.

The City Attorney's office negotiated with both water companies to develop new Franchise Agreements. The agreements are attached to the ordinances.

Since the ordinances are for a finite duration, they will not be codified into the Municipal Code but will be retained in the City Clerk's records as adopted ordinances.

**Financial Implications:**
Under the Franchise Agreements, both water companies will pay an annual fee in the amount of two percent (2%) of Grantee's gross annual water revenue collected arising from the use, operation or possession of this Franchise derived from the sale of utility service within the limits of the City under this Franchise. This amount is prescribed under the Franchise Act of 1937.

**Environmental Considerations:**
The approval of a utility franchise agreement is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) as the water utility infrastructure is already existing and approval of the agreement will not result in a change in the environment.

**Policy Implications:**
This action supports the City’s Strategic Priority No. 2 of Efficient Government

**ORDINANCE NO. 2026-XXX**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH LAKE TAHOE GRANTING A WATER FRANCHISE TO LUKINS BROTHERS WATER COMPANY, INC. AND APPROVING A FRANCHISE AGREEMENT**

**FINDINGS**

A. Lukins Brothers Water Company, Inc. provides water service within the City of South Lake Tahoe and uses City public rights-of-way for its water system facilities.

B. Lukins Brothers Water Company, Inc. requested renewal of its water franchise pursuant to the Franchise Act of 1937, Public Utilities Code section 6201 et seq.

C. On June 16, 2026, the City Council adopted Resolution No. 2026-056 declaring its intention to grant the franchise and setting a public hearing on objections to the proposed franchise, in accordance with Public Utilities Code section 6232.

D. The City Clerk caused notice of the public hearing to be published as required by Public Utilities Code sections 6232 and 6233.

E. On August 11, 2026, the City Council conducted the noticed public hearing, received all written and oral objections, if any, and determined that no sufficient protest or objection precluded granting the franchise.

F. The proposed Franchise Agreement with Lukins Brothers Water Company, Inc., attached as Exhibit A, provides for a 25-year franchise, a franchise fee equal to two percent of gross annual water revenue collected from utility service within the City, and other terms governing the use of City public rights-of-way.

G. The City Council finds that granting the franchise to Lukins Brothers Water Company, Inc. on the terms set forth in Exhibit A is in the public interest.

**NOW, THEREFORE, the City Council of the City of South Lake Tahoe does ordain as follows:**

SECTION 1. The findings set forth above are true and correct and are incorporated into this Ordinance.

SECTION 2. The City Council hereby approves the Franchise Agreement attached as Exhibit A and, pursuant to Public Utilities Code section 6234, grants to Lukins Brothers Water Company, Inc., and its successors and assigns, the water franchise described therein.

SECTION 3. The Mayor is authorized and directed to execute the Franchise Agreement attached as Exhibit A on behalf of the City and the City Manager is authorized to take all actions reasonably necessary to administer and implement the Agreement.

SECTION 4. Approval of this Ordinance is exempt from the California Environmental Quality Act under State CEQA Guidelines section 15061(b)(3) because this Ordinance renews an existing water franchise, does not approve any specific construction or expansion, and any future work in City public rights-of-way remains subject to separate permitting and environmental review, as applicable.

SECTION 5. The franchise granted by this Ordinance shall become effective on the effective date of this Ordinance, provided Lukins Brothers Water Company has filed its written acceptance of the

franchise with the City Clerk pursuant to Public Utilities Code section 6235. If the written acceptance has not been filed by the effective date of this Ordinance, the franchise shall become effective upon the filing of the written acceptance.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, and portion thereof regardless of the fact that any one or more portions are declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published or posted as required by law.

SECTION 8. This Ordinance shall take effect 30 days after its adoption.

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

Yes:
No:
Abstain:
Absent:

_____ Date:_____

Cody Bass, Mayor

ATTEST:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

**EXHIBIT A**

**FRANCHISE AGREEMENT.**
**BETWEEN**
**LUKINS BROTHERS WATER COMPANY, INC.**
**AND**
**THE CITY OF SOUTH LAKE TAHOE**

## Section 1 - Grant of Franchise

In accordance with and subject to all applicable provisions of Division 3, Chapter 2 of the California Public Utilities Code **("Code"),** the City of South Lake Tahoe, California **("City")** hereby grants to Lukins Brothers Water Company, Inc. **("Lukins"),** a corporation organized and existing under and by virtue of the laws of the State of California **("Grantee"),** its successors and assigns, the right and privilege to construct, install, maintain, use, operate, repair and replace its water system and water system facilities, as defined below, upon, over, along, across and under the present and future public rights-of-way (the **"Franchise").** These public rights-of-way include, but are not limited to, present and future roads, streets, avenues, alleys, ways, highways, bridges, public utility easements granted by the City and public places within the City **("Public Right(s)-of-Way").** Grantee's water system is for the purpose of supplying water for any and all purposes to the City, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof. Grantee's water system includes a transmission and distribution system of mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to, pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying water (individually, and collectively, **"Water System Facilities").** Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Water System Facilities from time to time as may be necessary or proper.

## Section 2 - Term

The Effective Date of this Franchise shall be June 21, 2026. This Franchise shall continue and remain in full force and effect for twenty five (25) years or until it shall, with the consent of the California Public Utilities Commission, be voluntarily surrendered or abandoned by Grantee, or until the State of California or some municipal or public corporation purchases by voluntary agreement or condemns and takes under the power of eminent domain, all property actually used and useful in the exercise of this Franchise and situated within the territorial limits of the State, municipal or public corporation purchasing or condemning such property, or until this Franchise is forfeited by Grantee for non-compliance with its terms.

## Section 3 - Manner of Installation, Construction and Maintenance

3.1 Grantee shall install, construct and maintain its Water System Facilities in a good and workmanlike manner and in conformity with all applicable federal, state, regional and local laws and regulations, including the ordinances and rules adopted by the legislative body of the City in the exercise of its police powers and not in conflict with the paramount authority of the State of California. Grantee shall apply for and obtain from City a permit for (a) all new and replacement main extensions in excess of 250 lineal feet; and (b) all activities that result in the placement of more than 100 square feet of paved Public Right-of-Way. Grantee may perform any and all other work in the Public Right-of-Way(s) under an annual permit granted by the City pursuant to South Lake Tahoe City Code section 7.05.310, as may be amended; provided that requests by Grantee for an annual permit shall be submitted to the City annually

prior to May 1st. Notwithstanding anything to the contrary contained herein, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Water System Facilities. If such action is required, Grantee shall advise City of the work performed to maintain its system as soon as is practicable, but no later than two (2) business days after work is initiated.

3.2 Grantee shall keep installation records of the location of all Water System Facilities in the Public Rights-of-Way. City agrees that records of the location or design of the Water System Facilities are proprietary to Grantee and City shall not release nor make available any records to any outside party without the express, written permission of Grantee. Upon the City's prior written request, Grantee shall provide for City's internal use only the approximate horizontal location of Grantee's Water System Facilities within specified areas of the Public Rights of Way in either non-editable electronic format (i.e., .pdf file) or a hardcopy/paper format for purposes of permitting and design of City-owned facilities and managing the Public Rights of Way.

**Section 4 - Restoration; Repair**

4.1 If, in the construction, maintenance or operation of its water system and/or water system facilities, Grantee damages or disturbs the surface or subsurface of any public road, then Grantee shall, within a reasonable time, but in no case later than ninety (90) days (weather permitting), restore the surface or subsurface of the public road as required by City development standards in effect at that time unless Grantee obtains a waiver from City. Nothing in this Franchise Agreement shall be construed as constituting a contractual obligation on the part of Grantee that assumes jurisdiction over, or the obligation to maintain, such public road.

4.2 Grantee shall pay to the City upon demand the cost of repairs to City public property caused by Grantee's operations under this Franchise.

**Section 5 - Franchise Fee**

5.1 In lieu of any license fees, permit fees or other fees or taxes (including but not limited to plan review, inspection, but excluding general ad valorem property taxes which must be paid by Grantee) being imposed on Grantee by City, Grantee shall pay to City a franchise fee **("Franchise Fee").** The amount of the Franchise Fee paid by Grantee shall be a sum equal to two percent (2%) of Grantee's gross annual water revenue collected arising from the use, operation or possession of this Franchise derived from the sale of utility service within the limits of the City under this Franchise. Payment of the Franchise Fee shall constitute full and sole consideration for the rights granted under this Franchise.

5.2 Grantee shall file with the City Clerk within three (3) months after expiration of the first calendar year (or first fractional calendar year, as applicable) following the Effective Date, and within three months after the expiration of each calendar year thereafter, a verified statement showing in detail the total gross receipts of Grantee, its successors or assigns, during the preceding calendar year from the sale of water within the City. Grantee shall pay to the City within fifteen (15) days after the time for filing each statement of gross receipts, in lawful money of the United States, the specified percentage of its gross receipts for the calendar year (or fractional calendar year) covered by such statement. Any neglect, omission or refusal by Grantee to file the verified statement, or to pay the Franchise Fee at the time or in the manner provided constitutes grounds for the declaration of a forfeiture of this Franchise.

## Section 6 - Publication Costs

Grantee shall pay to the City, within thirty (30) days after the City has furnished Grantee with a written statement of such expenses, a sum sufficient to reimburse it for the actual cost of all publication expenses incurred in granting this Franchise.

## Section 7 - Relocation of Facilities

7.1 Grantee shall, upon written request by City, relocate, without expense to the City, any of its Water System Facilities located in the Public Rights-of-Way if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place by the City, including the construction of any subway or viaduct by the City **("City Project")** due to the fact that the Water System Facilities are in direct, physical conflict with the City Project which conflict cannot be avoided by the City with reasonable and diligent efforts. In the event the City Project is paid for totally or in part with non-City funds (excluding grant funding that expressly prohibits payment of or reimbursement for utility relocation costs), then the Grantee's costs of moving its Water System Facilities shall be borne by the source of the non-City funds in the same ratio as the non-City funds bear to the total City Project cost; however, Grantee shall not be required to commence such work until Grantee receives such amount from the source of non-City funds in cash or other manner reasonably acceptable to Grantee. To the extent that a relocation results in a replacement of existing Lukins infrastructure, pipeline and appurtenances, but not the land or easement, shall belong to Lukins.

7.2 Whenever the City requests Grantee to relocate Grantee's Water System Facilities, City and Grantee will cooperate on the planning for the relocation and selection of a new location for any affected Water System Facilities to minimize the cost of such relocation and/or disruption of Grantee's water system operations. Grantee shall complete such relocation within one hundred eighty (180) days (weather permitting) after (i) City has provided written notice to Grantee approving the proposed location and design, and (ii) all required permits for the relocation (including any amendments or modifications to permits) have been issued by permitting agencies. A reasonable extension may be provided upon mutual agreement of both parties.

7.3 If City requires Grantee to relocate any Water System Facilities located in private easements, then the costs and expenditures associated with purchasing a new private easement of comparable value shall be borne by City. The location of the new easement shall be reasonably acceptable to Grantee.

7.4 City shall disclose to Grantee with as much advance notice as is practicable any proposed development or construction that may impact Grantee's Water System Facilities. City further agrees to coordinate with Grantee, and to use reasonable and diligent efforts to avoid, to the extent possible, a conflict with such facilities requiring relocation thereof. Except in the event of an emergency posing an immediate threat to public safety or welfare, Grantee shall not be required to relocate, at Grantee's cost, any Water System Facilities within one year of construction or relocation of such facilities paid for by Grantee.

7.5 If relocation of any Water System Facilities is required or requested due to the actions or inactions of any party other than the City, the third party shall be responsible for the cost of such relocation. Grantee shall not be required to commence such work until such time that Grantee receives such relocation costs in cash or adequate assurances of compensation reasonably acceptable to Grantee.

7.6 City will not exercise its right to require any of Grantee's Water System Facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under this Franchise.

7.7 Grantee's obligations under this Section 7 shall remain in effect only so long as the City retains jurisdiction over and the obligation to maintain such applicable Public Right-of-Way or City property.

**Section 8 - Damages; Indemnification**

Grantee shall be liable for all damages proximately resulting from Grantee's failure to well and faithfully observe and perform the provisions of this Franchise and the provisions of Division 3, Chapter 2 of the Code; and shall indemnify and hold harmless the City and its officers from all liability for damages proximately resulting from Grantee's operations under this Franchise; provided that such liability is not the result of any willful misconduct or grossly negligent acts of City. Grantee shall receive from City full, complete and prompt notice of any and all such claims or demands as are hereby indemnified.

**Section 9 - Franchise in Lieu of Others**

This Franchise is made in lieu of all other franchises, rights or privileges owned by Grantee, or any successor of Grantee to any rights under this Franchise, for transmitting and distributing water within the limits of the City, as said limits now or hereafter exist, except any franchise derived under Section 19 of Article XI of the Constitution of the State of California as that section existed prior to its amendment adopted October 10, 1911. The acceptance of this Franchise as granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of the City, as such limits now or may hereafter exist, in lieu of which this Franchise is granted.

**Section 10 - Forfeiture for Non-Compliance**

10.1 If Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and does not within twenty (20) days after receipt of written demand from City for compliance commence the work of compliance, or after commencing such work, fails to prosecute the work to completion with due diligence, City may declare the franchise forfeited. City may bring an action in its own name for such forfeiture.

10.2 In the event Grantee's performance of any of the terms, conditions or obligations required by this Franchise Agreement is prevented by an event of Force Majeure, such inability to perform shall be deemed excused and no liquidated damages or sanctions shall be imposed as a result thereof, but only to the extent such Force Majeure Event prevents Grantee from performing its Franchise obligations. "Force Majeure Event" shall include acts of war, sabotage, riots or civil disturbances, restraints imposed by order of a governmental agency or court, explosions, acts of public enemies, labor strikes and natural disasters such as floods, earthquakes, landslides, and fires.

**Section 11 - City Rights Reserved**

This Franchise shall not in any way impair or affect the right of City to acquire the property of Grantee by purchase or condemnation, and nothing herein contained shall be construed to contract away, modify or abridge, either for a term or in perpetuity, City's right of eminent domain in respect to any public utility. This Franchise shall not be given any value before any court or other public authority in any proceeding in excess of the cost to Grantee of the necessary publication and any other sum paid therefor to City at the time of acquisition.

**Section 12 - Consent to Assignment**

The rights, privileges and Franchise hereby granted may be transferred or assigned by Grantee in

whole or in part to any person certified by the California Public Utilities Commission to assume the duties and obligations of Grantee under this Franchise. Grantee shall file with the City's legislative body within thirty (30) days after any sale, transfer, assignment, or lease of the Franchise or any part thereof, or any of the rights or privileges granted thereby, written evidence of the transaction certified to by Grantee or its duly authorized officers.

**Section 13 - Franchise: Exclusive as to Water Service Only**

This Franchise is exclusive as to water service only within the Water System and Service Boundary Area as determined by the California Public Utilities Commission and nothing herein contained shall be construed to (i) prevent the City from granting similar rights or privileges to any other person, firm or corporation, or (ii) to deny or lessen the City's power and privileges granted by law.

**Section 14 – Mediation Procedures**

14.1 Mandatory Non-Binding Mediation. If a dispute arises out of, or relates to this Franchise, Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Mediation Rules of the American Arbitration Association or any other neutral organization agreed upon before seeking recourse in a court of law.

14.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other reasonable expenses of the mediation, including required traveling and expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

14.3 Selection of Mediator. A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable about public water systems as defined in the California Safe Drinking Water Act, California Health & Safety Code section 116275(h), and may be selected from lists furnished by the American Arbitration Association ("AAA") or any other agreed upon mediator. To initiate mediation, the initiating Party shall serve a request for mediation on the opposing Party. If the mediator is selected from a list provided by AAA, the initiating party shall concurrently file with AAA a request for mediation along with the appropriate fees; a list of three requested mediators marked in preference order, and a preference for available dates.

14.3.1 If AAA is selected to coordinate the mediation ("Administrator"), within ten (10) working days from the receipt of the initiating Party's request for mediation, the opposing Party shall file the following: a list of preferred mediators listed in preference order, after striking any mediators to which they have any factual objection, and a preference for available dates. If the opposing party strikes all of initiating Party's preferred mediators, opposing Party shall submit a list of three preferred mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred mediators listed in preference order, after striking any mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a mediator.

14.3.2 The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred, mediator from the individual parties' lists who is available to serve within the designated time frames.

14.3.3 If the parties agree not to use AAA, then a mutually agreed upon mediator, date and place for the mediation shall be agreed upon.

14.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

14.4.1 Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

14.4.2 Any agreements resulting from mediation shall be documented, in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

**Section 15 - Independent Provisions**

If any section, paragraph, clause, phrase or provision of this Franchise Agreement shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise Agreement as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

The undersigned, Mayor and City Council, City of South Lake Tahoe, California, pass and adopt this Franchise Agreement this _____ day of _____, 2026.

| | |
|---|---|
| CITY OF SOUTH LAKE TAHOE | LUKINS BROTHERS WATER COMPANY, INC.<br>A California corporation |
| By: _____ | By: _____ |
| Dated: _____ | Dated: _____ |

ACCEPTANCE OF FRANCHISE

On the ____day of _____ 2026, the Mayor and City Council of the City of South Lake Tahoe execute this Franchise Agreement granting Lukins Water Company, Inc., a California corporation, a franchise within certain property located in the City of South Lake Tahoe for the purpose of providing domestic water service in the City, by and between the City and Lukins. Pursuant to Section 6235 of the California Public Utilities Code. Lukins hereby accepts said franchise, which shall be effective upon the filing of this acceptance with the City Clerk.

Executed this _____day of _____, 2026.

LUKINS BROTHERS WATER COMPANY, INC.,
a California corporation

By:_____

**ORDINANCE NO. 2026-XXX**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH LAKE TAHOE GRANTING A WATER FRANCHISE TO TAHOE KEYS WATER COMPANY AND APPROVING A FRANCHISE AGREEMENT**

**FINDINGS**

A. Tahoe Keys Water Company provides water service within the City of South Lake Tahoe and uses City public rights-of-way for its water system facilities.

B. Tahoe Keys Water Company requested renewal of its water franchise pursuant to the Franchise Act of 1937, Public Utilities Code section 6201 et seq.

C. On June 16, 2026, the City Council adopted Resolution No. 2026-056 declaring its intention to grant the franchise and setting a public hearing on objections to the proposed franchise, in accordance with Public Utilities Code section 6232.

D. The City Clerk caused notice of the public hearing to be published as required by Public Utilities Code sections 6232 and 6233.

E. On August 11, 2026, the City Council conducted the noticed public hearing, received all written and oral objections, if any, and determined that no sufficient protest or objection precluded granting the franchise.

F. The proposed Franchise Agreement with Tahoe Keys Water Company, attached as Exhibit A, provides for a 25-year franchise, a franchise fee equal to two percent of gross annual water revenue collected from utility service within the City, and other terms governing the use of City public rights-of-way.

G. The City Council finds that granting the franchise to the Tahoe Keys Water Company on the terms set forth in Exhibit A is in the public interest.

**NOW, THEREFORE, the City Council of the City of South Lake Tahoe does ordain as follows:**

SECTION 1. The findings set forth above are true and correct and are incorporated into this Ordinance.

SECTION 2. The City Council hereby approves the Franchise Agreement attached as Exhibit A and, pursuant to Public Utilities Code section 6234, grants to Tahoe Keys Water Company, and its successors and assigns, the water franchise described therein.

SECTION 3. The Mayor is authorized and directed to execute the Franchise Agreement attached as Exhibit A on behalf of the City and the City Manager is authorized to take all actions reasonably necessary to administer and implement the Agreement.

SECTION 4. Approval of this Ordinance is exempt from the California Environmental Quality Act under State CEQA Guidelines section 15061(b)(3) because this Ordinance renews an existing water franchise, does not approve any specific construction or expansion, and any future work in City public rights-of-way remains subject to separate permitting and environmental review, as applicable.

SECTION 5. The franchise granted by this Ordinance shall become effective on the effective date of this Ordinance, provided Tahoe Keys Water Company has filed its written acceptance of

the franchise with the City Clerk pursuant to Public Utilities Code section 6235. If the written acceptance has not been filed by the effective date of this Ordinance, the franchise shall become effective upon the filing of the written acceptance.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, and portion thereof regardless of the fact that any one or more portions are declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published or posted as required by law.

SECTION 8. This Ordinance shall take effect 30 days after its adoption.

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

Yes:
No:
Abstain:
Absent:

_____ Date:_____

Cody Bass, Mayor

ATTEST:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

**EXHIBIT A**

**FRANCHISE AGREEMENT**
**BETWEEN**
**TAHOE KEYS WATER COMPANY**
**AND**
**THE CITY OF SOUTH LAKE TAHOE**

## Section 1 - Grant of Franchise

In accordance with and subject to all applicable provisions of Division 3, Chapter 2 of the California Public Utilities Code ("**Code**"), the City of South Lake Tahoe, California ("**City**") hereby grants to Tahoe Keys Water Company ("**Tahoe Keys**"), a corporation organized and existing under and by virtue of the laws of the State of California ("**Grantee**"), its successors and assigns, the right and privilege to construct, install, maintain, use, operate, repair and replace its water system and water system facilities, as defined below, upon, over, along, across and under the present and future public rights-of-way (the "**Franchise**"). These public rights-of-way include, but are not limited to, present and future roads, streets, avenues, alleys, ways, highways, bridges, public utility easements granted by the City and public places within the City ("**Public Right(s)-of-Way**"). Grantee's water system is for the purpose of supplying water for any and all purposes to the City, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof. Grantee's water system includes a transmission and distribution system of mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to, pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying water (individually, and collectively, "**Water System Facilities**"). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Water System Facilities from time to time as may be necessary or proper.

## Section 2 – Term

The Effective Date of this Franchise shall be June 21, 2026. This Franchise shall continue and remain in full force and effect for twenty-five (25) years or until it shall, with the consent of the California Public Utilities Commission, be voluntarily surrendered or abandoned by Grantee, or until the State of California or some municipal or public corporation purchases by voluntary agreement or condemns and takes under the power of eminent domain, all property actually used and useful in the exercise of this Franchise and situated within the territorial limits of the State, municipal or public corporation purchasing or condemning such property, or until this Franchise is forfeited by Grantee for non-compliance with its terms.

## Section 3 – Manner of Installation, Construction and Maintenance

3.1 Grantee shall install, construct and maintain its Water System Facilities in a good and workmanlike manner and in conformity with all applicable federal, state, regional and local laws and regulations, including the ordinances and rules adopted by the legislative body of the City in the exercise of its police powers and not in conflict with the paramount authority of the State of California. Grantee shall apply for and obtain from City a permit for (a) all new and replacement main extensions in excess of 250 lineal feet; and (b) all activities that result in the placement of more than 100 square feet of paved Public Right-of-Way. Grantee may perform any and all other work in the Public Right-of-Way(s) under an annual permit granted by the City pursuant to South Lake Tahoe City Code section 7.05.310, as may be amended; provided that requests by Grantee for a blanket permit shall be submitted to the City annually prior to May 1st. Notwithstanding anything to the contrary contained herein, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its

Water System Facilities. If such action is required, Grantee shall advise City of the work performed to maintain its system as soon as is practicable, but no later than two (2) business days after work is initiated.

3.2 Grantee shall keep installation records of the location of all Water System Facilities in the Public Rights-of-Way. City agrees that records of the location or design of the Water System Facilities are proprietary to Grantee and City shall not release nor make available any records to any outside party without the express, written permission of Grantee. Upon the City's prior written request, Grantee shall provide for City's internal use only the approximate horizontal location of Grantee's Water System Facilities within specified areas of the Public Rights of Way in either non-editable electronic format (i.e., .pdf file) or a hardcopy/paper format for purposes of permitting and design of City-owned facilities and managing the Public Rights of Way.

**Section 4 – Restoration; Repair**

4.1 If, in the construction, maintenance or operation of its water system and/or water system facilities, Grantee damages or disturbs the surface or subsurface of any public road, then Grantee shall, within a reasonable time, but in no case later than ninety (90) days (weather permitting), restore the surface or subsurface of the public road as required by City development standards in effect at that time. Nothing in this Franchise Agreement shall be construed as constituting a contractual obligation on the part of Grantee that assumes jurisdiction over, or the obligation to maintain, such public road.

4.2 Grantee shall pay to the City upon demand the cost of repairs to City public property caused by Grantee's operations under this Franchise.

**Section 5 - Franchise Fee**

5.1 In lieu of any license fees, permit fees or other fees or taxes (including but not limited to plan review, inspection, but excluding general ad valorem property taxes which must be paid by Grantee) being imposed on Grantee by City, Grantee shall pay to City a franchise fee ("**Franchise Fee**"). The amount of the Franchise Fee paid by Grantee shall be a sum equal to two percent (2%) of Grantee's gross annual water revenue collected arising from the use, operation or possession of this Franchise derived from the sale of utility service within the limits of the City under this Franchise. Payment of the Franchise Fee shall constitute full and sole consideration for the rights granted under this Franchise.

5.2 Grantee shall file with the City Clerk within three (3) months after expiration of the first calendar year (or first fractional calendar year, as applicable) following the Effective Date, and within three months after the expiration of each calendar year thereafter, a verified statement showing in detail the total gross receipts of Grantee, its successors or assigns, during the preceding calendar year from the sale of water within the City. Grantee shall pay to the City within fifteen (15) days after the time for filing each statement of gross receipts, in lawful money of the United States, the specified percentage of its gross receipts for the calendar year (or fractional calendar year) covered by such statement. Any neglect, omission or refusal by Grantee to file the verified statement, or to pay the Franchise Fee at the time or in the manner provided constitutes grounds for the declaration of a forfeiture of this Franchise.

**Section 6 – Publication Costs**

Grantee shall pay to the City, within thirty (30) days after the City has furnished Grantee with a written statement of such expenses, a sum sufficient to reimburse it for the actual cost of all publication expenses incurred in granting this Franchise.

## Section 7 - Relocation of Facilities

7.1 Grantee shall, upon written request by City, relocate, without expense to the City, any of its Water System Facilities located in the Public Rights-of-Way if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place by the City, including the construction of any subway or viaduct by the City ("**City Project**") due to the fact that the Water System Facilities are in direct, physical conflict with the City Project which conflict cannot be avoided by the City with reasonable and diligent efforts. In the event the City Project is paid for totally or in part with non-City funds (excluding grant funding that expressly prohibits payment of or reimbursement for utility relocation costs), then the Grantee's costs of moving its Water System Facilities shall be borne by the source of the non-City funds in the same ratio as the non-City funds bear to the total City Project cost; however, Grantee shall not be required to commence such work until Grantee receives such amount from the source of non-City funds in cash or other manner reasonably acceptable to Grantee. To the extent that a relocation results in a replacement of existing Tahoe Keys infrastructure, pipeline and appurtenances, but not the land or easement, shall belong to Tahoe Keys.

7.2 Whenever the City requests Grantee to relocate Grantee's Water System Facilities, City and Grantee will cooperate on the planning for the relocation and selection of a new location for any affected Water System Facilities to minimize the cost of such relocation and/or disruption of Grantee's water system operations. Grantee shall complete such relocation within one hundred eighty (180) days (weather permitting) after (i) City has provided written notice to Grantee approving the proposed location and design, and (ii) all required permits for the relocation (including any amendments or modifications to permits) have been issued by permitting agencies. A reasonable extension may be provided upon mutual agreement of both parties.

7.3 If City requires Grantee to relocate any Water System Facilities located in private easements, then the costs and expenditures associated with purchasing a new private easement of comparable value shall be borne by City. The location of the new easement shall be reasonably acceptable to Grantee.

7.4 City shall disclose to Grantee with as much advance notice as is practicable any proposed development or construction that may impact Grantee's Water System Facilities. City further agrees to coordinate with Grantee, and to use reasonable and diligent efforts to avoid, to the extent possible, a conflict with such facilities requiring relocation thereof. Except in the event of an emergency posing an immediate threat to public safety or welfare, Grantee shall not be required to relocate, at Grantee's cost, any Water System Facilities within one year of construction or relocation of such facilities paid for by Grantee.

7.5 If relocation of any Water System Facilities is required or requested due to the actions or inactions of any party other than the City, the third party shall be responsible for the cost of such relocation. Grantee shall not be required to commence such work until such time that Grantee receives such relocation costs in cash or adequate assurances of compensation reasonably acceptable to Grantee.

7.6 City will not exercise its right to require any of Grantee's Water System Facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under this Franchise.

7.7 Grantee's obligations under this Section 7 shall remain in effect only so long as the City retains jurisdiction over and the obligation to maintain such applicable Public Right-of-Way or City property.

## Section 8 – Damages; Indemnification

Grantee shall be liable for all damages proximately resulting from Grantee's failure to well and faithfully observe and perform the provisions of this Franchise and the provisions of Division 3, Chapter 2 of the Code; and shall indemnify and hold harmless the City and its officers from all liability for damages proximately resulting from Grantee's operations under this Franchise; provided that such liability is not the result of any willful misconduct or grossly negligent acts of City. Grantee shall receive from City full, complete and prompt notice of any and all such claims or demands as are hereby indemnified.

**Section 9 – Franchise in Lieu of Others**

This Franchise is made in lieu of all other franchises, rights or privileges owned by Grantee, or any successor of Grantee to any rights under this Franchise, for transmitting and distributing water within the limits of the City, as said limits now or hereafter exist, except any franchise derived under Section 19 of Article XI of the Constitution of the State of California as that section existed prior to its amendment adopted October 10, 1911. The acceptance of this Franchise as granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of the City, as such limits now or may hereafter exist, in lieu of which this Franchise is granted.

**Section 10 – Forfeiture for Non-Compliance**

10.1 If Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and does not within twenty (20) days after receipt of written demand from City for compliance commence the work of compliance, or after commencing such work, fails to prosecute the work to completion with due diligence, City may declare the franchise forfeited. City may bring an action in its own name for such forfeiture.

10.2 In the event Grantee's performance of any of the terms, conditions or obligations required by this Franchise Agreement is prevented by an event of Force Majeure, such inability to perform shall be deemed excused and no liquidated damages or sanctions shall be imposed as a result thereof, but only to the extent such Force Majeure Event prevents Grantee from performing its Franchise obligations. "Force Majeure Event" shall include acts of war, sabotage, riots or civil disturbances, restraints imposed by order of a governmental agency or court, explosions, acts of public enemies, labor strikes and natural disasters such as floods, earthquakes, landslides, and fires.

**Section 11 – City Rights Reserved**

This Franchise shall not in any way impair or affect the right of City to acquire the property of Grantee by purchase or condemnation, and nothing herein contained shall be construed to contract away, modify or abridge, either for a term or in perpetuity City's right of eminent domain in respect to any public utility. This Franchise shall not be given any value before any court or other public authority in any proceeding in excess of the cost to Grantee of the necessary publication and any other sum paid therefor to City at the time of acquisition.

**Section 12 - Consent to Assignment**

The rights, privileges and Franchise hereby granted may be transferred or assigned by Grantee in whole or in part to any person certified by the California Public Utilities Commission to assume the duties and obligations of Grantee under this Franchise. Grantee shall file with the City's legislative body within thirty (30) days after any sale, transfer, assignment, or lease of the Franchise or any part thereof, or any of the rights or privileges granted thereby, written evidence of the transaction certified to by Grantee or its duly authorized officers.

**Section 13 - Franchise; Exclusive as to Water Service Only**

This Franchise is exclusive as to water service only within the Water System and Service Boundary Area as determined by the California Public Utilities Commission and nothing herein contained shall be construed to (i) prevent the City from granting similar rights or privileges to any other person, firm or corporation, or (ii) to deny or lessen the City's power and privileges granted by law.

**Section 14 – Mediation Procedures**

14.1 Mandatory Non-Binding Mediation. If a dispute arises out of, or relates to this Franchise, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Mediation Rules of the American Arbitration Association or any other neutral organization agreed upon before seeking recourse in a court of law.

14.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other reasonable expenses of the mediation, including required traveling and expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

14.3 Selection of Mediator. A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable about public water systems as defined in the California Safe Drinking Water Act, California Health & Safety Code section 116275(h), and may be selected from lists furnished by the American Arbitration Association ("**AAA**") or any other agreed upon mediator. To initiate mediation, the initiating Party shall serve a request for mediation on the opposing Party. If the mediator is selected from a list provided by AAA, the initiating party shall concurrently file with AAA a request for mediation along with the appropriate fees; a list of three requested mediators marked in preference order, and a preference for available dates.

14.3.1 If AAA is selected to coordinate the mediation ("**Administrator**"), within ten (10) working days from the receipt of the initiating Party's request for mediation, the opposing Party shall file the following: a list of preferred mediators listed in preference order, after striking any mediators to which they have any factual objection, and a preference for available dates. If the opposing party strikes all of initiating Party's preferred mediators, opposing Party shall submit a list of three preferred mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred mediators listed in preference order, after striking any mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a mediator.

14.3.2 The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred, mediator from the individual parties' lists who is available to serve within the designated time frames.

14.3.3 If the parties agree not to use AAA, then a mutually agreed upon mediator, date and place for the mediation shall be agreed upon.

14.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

14.4.1 Both Parties must have an authorized representative attend the mediation. Each

representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

14.4.2 Any agreements resulting from mediation shall be documented, in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

**Section 15 - Independent Provisions**

If any section, paragraph, clause, phrase or provision of this Franchise Agreement shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise Agreement as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

The undersigned, Mayor and City Council, City of South Lake Tahoe, California, pass and adopt this Franchise Agreement this ____ day of _____, 2026.

| | |
|---|---|
| CITY OF SOUTH LAKE TAHOE | TAHOE KEYS WATER COMPANY<br>A California corporation |
| By: _____<br>Mayor Cody Bass | By: _____ |
| Dated:<br>_____ | Dated:<br>_____ |

ACCEPTANCE OF FRANCHISE

On the _____ day of _____, 2026, the Mayor and City Council of the City of South Lake Tahoe executed this Franchise Agreement granting Tahoe Keys Water Company, a California corporation, a franchise within certain property located in the City of South Lake Tahoe for the purpose of providing domestic water service in the City, by and between the City and Tahoe Keys. Pursuant to Section 6235 of the California Public Utilities Code. Tahoe Keys hereby accepts said franchise, which shall be effective upon the filing of this acceptance with the City Clerk.

Executed this ____ day of _____, 2026.

TAHOE KEYS WATER COMPANY,
a California corporation

By:_____

LEGAL PUBLICATION

CITY OF SOUTH LAKE TAHOE
SUMMARY OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that on June 16, 2026, the City of South Lake Tahoe City Council passed a Resolution of Intent to Adopt 25-Year Franchise Agreements with Tahoe Keys Water Company and Lukins Brothers Company, and set the public hearing on this matter for the City Council meeting on August 11, 2026, at 9:00am. Following the public hearing, the City Council will consider holding a first reading (by title only) of the following ordinance:

**"An Uncodified Ordinance Approving Franchise Agreements with Tahoe Keys Water Company and Lukins Brothers Water Company"**

City Attorney's Summary of Ordinance:

"This ordinance would grant a franchise to Tahoe Keys Water Company and a franchise to Lukins Brothers Water Company under the Franchise Act of 1937 to allow both private utility companies to construct and use equipment such as water lines under the public streets within the City of South Lake Tahoe for a term of 25 years. The ordinance requires Tahoe Keys Water Company and Lukins Brothers Water Company to indemnify and hold harmless the City from liability for damages resulting from their operations under these franchises, and to pay the City an annual franchise fee of two percent of gross receipts arising from the use of this franchise, but not less than one percent of gross receipts derived from sale within the City of the utility service for which this franchise is awarded."

A copy of the proposed ordinance in its entirety is available for review in the City Clerk's Office located at 1901 Lisa Maloff Way, South Lake Tahoe, California.

*Susan Blankenship*
Susan Blankenship, City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, Ca 96150
(530) 542-6005

**1649**

**Published: July 10, 2026**

**FRANCHISE AGREEMENT**
**BETWEEN**
**LUKINS BROTHERS WATER COMPANY, INC.**
**AND**
**THE CITY OF SOUTH LAKE TAHOE**

## Section 1 - Grant of Franchise

In accordance with and subject to all applicable provisions of Division 3, Chapter 2 of the California Public Utilities Code ("**Code**"), the City of South Lake Tahoe, California ("**City**") hereby grants to Lukins Brothers Water Company, Inc. ("**Lukins**"), a corporation organized and existing under and by virtue of the laws of the State of California ("**Grantee**"), its successors and assigns, the right and privilege to construct, install, maintain, use, operate, repair and replace its water system and water system facilities, as defined below, upon, over, along, across and under the present and future public rights-of-way (the "**Franchise**"). These public rights-of-way include, but are not limited to, present and future roads, streets, avenues, alleys, ways, highways, bridges, public utility easements granted by the City and public places within the City ("**Public Right(s)-of-Way**"). Grantee's water system is for the purpose of supplying water for any and all purposes to the City, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof. Grantee's water system includes a transmission and distribution system of mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to, pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying water (individually, and collectively, "**Water System Facilities**"). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Water System Facilities from time to time as may be necessary or proper.

## Section 2 – Term

The Effective Date of this Franchise shall be June 21, 2016. This Franchise shall continue and remain in full force and effect for ten (10) years or until it shall, with the consent of the California Public Utilities Commission, be voluntarily surrendered or abandoned by Grantee, or until the State of California or some municipal or public corporation purchases by voluntary agreement or condemns and takes under the power of eminent domain, all property actually used and useful in the exercise of this Franchise and situated within the territorial limits of the State, municipal or public corporation purchasing or condemning such property, or until this Franchise is forfeited by Grantee for non-compliance with its terms.

## Section 3 – Manner of Installation, Construction and Maintenance

3.1 Grantee shall install, construct and maintain its Water System Facilities in a good and workmanlike manner and in conformity with all applicable federal, state, regional and local laws and regulations, including the ordinances and rules adopted by the legislative body of the City in the exercise of its police powers and not in conflict with the paramount authority of the State of California. Grantee shall apply for and obtain from City a permit for (a) all new and replacement main extensions in excess of 500 lineal feet; and (b) all activities that result in the placement of more than 100 square feet of paved Public Right-of-Way. Grantee may perform any and all other work in the Public Right-of-Way(s) under a blanket annual permit granted by the City; provided that requests by Grantee for a blanket permit shall be submitted to the City annually



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FILE No.: 1047 1650
C-42-16
7/19/16 CC Mtg.

prior to May 1st. Notwithstanding anything to the contrary contained herein, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Water System Facilities. If such action is required, Grantee shall advise City of the work performed to maintain its system as soon as is practicable, but no later than two (2) business days after work is initiated.

3.2 Grantee shall keep installation records of the location of all Water System Facilities in the Public Rights-of-Way. City agrees that records of the location or design of the Water System Facilities are proprietary to Grantee and City shall not release nor make available any records to any outside party without the express, written permission of Grantee. Upon the City's prior written request, Grantee shall provide for City's internal use only the approximate horizontal location of Grantee's Water System Facilities within specified areas of the Public Rights of Way in either non-editable electronic format (i.e., .pdf file) or a hardcopy/paper format for purposes of permitting and design of City-owned facilities and managing the Public Rights of Way.

**Section 4 – Restoration; Repair**

4.1 If, in the construction, maintenance or operation of its water system and/or water system facilities, Grantee damages or disturbs the surface or subsurface of any public road, then Grantee shall, within a reasonable time, but in no case later than ninety (90) days (weather permitting), restore the surface or subsurface of the public road as required by City development standards in effect at that time. Nothing in this Franchise Agreement shall be construed as constituting a contractual obligation on the part of Grantee that assumes jurisdiction over, or the obligation to maintain, such public road.

4.2 Grantee shall pay to the City upon demand the cost of repairs to City public property caused by Grantee's operations under this Franchise.

**Section 5 - Franchise Fee**

5.1 In lieu of any license fees, permit fees or other fees or taxes (including but not limited to plan review, inspection, but excluding general ad valorem property taxes which must be paid by Grantee) being imposed on Grantee by City, Grantee shall pay to City a franchise fee ("**Franchise Fee**"). The amount of the Franchise Fee paid by Grantee shall be a sum equal to two percent (2%) of Grantee's gross annual water revenue collected arising from the use, operation or possession of this Franchise derived from the sale of utility service within the limits of the City under this Franchise. Payment of the Franchise Fee shall constitute full and sole consideration for the rights granted under this Franchise.

5.2 Grantee shall file with the City Clerk within three (3) months after expiration of the first calendar year (or first fractional calendar year, as applicable) following the Effective Date, and within three months after the expiration of each calendar year thereafter, a verified statement showing in detail the total gross receipts of Grantee, its successors or assigns, during the preceding calendar year from the sale of water within the City. Grantee shall pay to the City within fifteen (15) days after the time for filing each statement of gross receipts, in lawful money of the United States, the specified percentage of its gross receipts for the calendar year (or fractional calendar year) covered by such statement. Any neglect, omission or refusal by Grantee to file the verified statement, or to pay the Franchise Fee at the time or in the manner provided constitutes grounds for the declaration of a forfeiture of this Franchise.

## Section 6 – Publication Costs

Grantee shall pay to the City, within thirty (30) days after the City has furnished Grantee with a written statement of such expenses, a sum sufficient to reimburse it for the actual cost of all publication expenses incurred in granting this Franchise.

## Section 7 - Relocation of Facilities

7.1 Grantee shall, upon written request by City, relocate, without expense to the City, any of its Water System Facilities located in the Public Rights-of-Way if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place by the City, including the construction of any subway or viaduct by the City ("**City Project**") due to the fact that the Water System Facilities are in direct, physical conflict with the City Project which conflict cannot be avoided by the City with reasonable and diligent efforts. In the event the City Project is paid for totally or in part with non-City funds (excluding grant funding that expressly prohibits payment of or reimbursement for utility relocation costs), then the Grantee's costs of moving its Water System Facilities shall be borne by the source of the non-City funds in the same ratio as the non-City funds bear to the total City Project cost; however, Grantee shall not be required to commence such work until Grantee receives such amount from the source of non-City funds in cash or other manner reasonably acceptable to Grantee. To the extent that a relocation results in a replacement of existing Lukins infrastructure, pipeline and appurtenances, but not the land or easement, shall belong to Lukins.

7.2 Whenever the City requests Grantee to relocate Grantee's Water System Facilities, City and Grantee will cooperate on the planning for the relocation and selection of a new location for any affected Water System Facilities to minimize the cost of such relocation and/or disruption of Grantee's water system operations. Grantee shall complete such relocation within one hundred eighty (180) days (weather permitting) after (i) City has provided written notice to Grantee approving the proposed location and design, and (ii) all required permits for the relocation (including any amendments or modifications to permits) have been issued by permitting agencies. A reasonable extension may be provided upon mutual agreement of both parties.

7.3 If City requires Grantee to relocate any Water System Facilities located in private easements, then the costs and expenditures associated with purchasing a new private easement of comparable value shall be borne by City. The location of the new easement shall be reasonably acceptable to Grantee.

7.4 City shall disclose to Grantee with as much advance notice as is practicable any proposed development or construction that may impact Grantee's Water System Facilities. City further agrees to coordinate with Grantee, and to use reasonable and diligent efforts to avoid, to the extent possible, a conflict with such facilities requiring relocation thereof. Except in the event of an emergency posing an immediate threat to public safety or welfare, Grantee shall not be required to relocate, at Grantee's cost, any Water System Facilities within one year of construction or relocation of such facilities paid for by Grantee.

7.5 If relocation of any Water System Facilities is required or requested due to the actions or inactions of any party other than the City, the third party shall be responsible for the cost of such relocation. Grantee shall not be required to commence such work until such time that Grantee receives such relocation costs in cash or adequate assurances of compensation reasonably acceptable to Grantee.

7.6 City will not exercise its right to require any of Grantee's Water System Facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under this Franchise.

7.7 Grantee's obligations under this Section 7 shall remain in effect only so long as the City retains jurisdiction over and the obligation to maintain such applicable Public Right-of-Way or City property.

**Section 8 – Damages; Indemnification**

Grantee shall be liable for all damages proximately resulting from Grantee's failure to well and faithfully observe and perform the provisions of this Franchise and the provisions of Division 3, Chapter 2 of the Code; and shall indemnify and hold harmless the City and its officers from all liability for damages proximately resulting from Grantee's operations under this Franchise; provided that such liability is not the result of any willful misconduct or grossly negligent acts of City. Grantee shall receive from City full, complete and prompt notice of any and all such claims or demands as are hereby indemnified.

**Section 9 – Franchise in Lieu of Others**

This Franchise is made in lieu of all other franchises, rights or privileges owned by Grantee, or any successor of Grantee to any rights under this Franchise, for transmitting and distributing water within the limits of the City, as said limits now or hereafter exist, except any franchise derived under Section 19 of Article XI of the Constitution of the State of California as that section existed prior to its amendment adopted October 10, 1911. The acceptance of this Franchise as granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of the City, as such limits now or may hereafter exist, in lieu of which this Franchise is granted.

**Section 10 – Forfeiture for Non-Compliance**

If Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and does not within twenty (20) days after receipt of written demand from City for compliance commence the work of compliance, or after commencing such work, fails to prosecute the work to completion with due diligence, City may declare the franchise forfeited. City may bring an action in its own name for such forfeiture.

**Section 11 – City Rights Reserved**

This Franchise shall not in any way impair or affect the right of City to acquire the property of Grantee by purchase or condemnation, and nothing herein contained shall be construed to contract away, modify or abridge, either for a term or in perpetuity City's right of eminent domain in respect to any public utility. This Franchise shall not be given any value before any court or other public authority in any proceeding in excess of the cost to Grantee of the necessary publication and any other sum paid therefor to City at the time of acquisition.

**Section 12 - Consent to Assignment**

The rights, privileges and Franchise hereby granted may be transferred or assigned by Grantee in whole or in part to any person certified by the California Public Utilities Commission to assume the duties and obligations of Grantee under this Franchise. Grantee shall file with the City's legislative body within thirty (30) days after any sale, transfer, assignment, or lease of the Franchise or any part thereof, or any of the rights or privileges granted thereby, written evidence of the transaction certified to by Grantee or its duly authorized officers.

**Section 13 - Franchise; Exclusive as to Water Service Only**

This Franchise is exclusive as to water service only within the Water System and Service Boundary Area as determined by the California Public Utilities Commission and nothing herein contained shall be construed to (i) prevent the City from granting similar rights or privileges to any other person, firm or corporation, or (ii) to deny or lessen the City's power and privileges granted by law.

**Section 14 - Independent Provisions**

If any section, paragraph, clause, phrase or provision of this Franchise Agreement shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise Agreement as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

The undersigned, Mayor and City Council, City of South Lake Tahoe, California, pass and adopt this Franchise Agreement this 19th day of July, 2016.

CITY OF SOUTH LAKE TAHOE

By: Wendy David
Mayor Wendy David

Dated: July 20, 2016

LUKINS BROTHERS WATER COMPANY, INC.
A California corporation

By: Danny L Lukins
Danny Lukins

Dated: July 29, 2016

ATTEST:
Susan Alessi, City Clerk

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

ACCEPTANCE OF FRANCHISE

On the 29 day of July, 2016, the Mayor and City Council of the City of South Lake Tahoe executed this Franchise Agreement granting Lukins Water Company, Inc., a California corporation, a franchise within certain property located in the City of South Lake Tahoe for the purpose of providing domestic water service in the City, by and between the City and Lukins. Pursuant to Section 6235 of the California Public Utilities Code. Lukins hereby accepts said franchise, which shall be effective upon the filing of this acceptance with the City Clerk.

Executed this 29 day of July, 2016.

LUKINS BROTHERS WATER COMPANY, INC.,
a California corporation

By: _____
Danny Lukins

FRANCHISE AGREEMENT
BETWEEN
TAHOE KEYS WATER COMPANY
AND
THE CITY OF SOUTH LAKE TAHOE

**Section 1 - Grant of Franchise**

In accordance with and subject to all applicable provisions of Division 3, Chapter 2 of the California Public Utilities Code ("**Code**"), the City of South Lake Tahoe, California ("**City**") hereby grants to Tahoe Keys Water Company ("**Tahoe Keys**"), a corporation organized and existing under and by virtue of the laws of the State of California ("**Grantee**"), its successors and assigns, the right and privilege to construct, install, maintain, use, operate, repair and replace its water system and water system facilities, as defined below, upon, over, along, across and under the present and future public rights-of-way (the "**Franchise**"). These public rights-of-way include, but are not limited to, present and future roads, streets, avenues, alleys, ways, highways, bridges, public utility easements granted by the City and public places within the City ("**Public Right(s)-of-Way**"). Grantee's water system is for the purpose of supplying water for any and all purposes to the City, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof. Grantee's water system includes a transmission and distribution system of mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to, pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying water (individually, and collectively, "**Water System Facilities**"). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Water System Facilities from time to time as may be necessary or proper.

**Section 2 – Term**

The Effective Date of this Franchise shall be June 21, 2016. This Franchise shall continue and remain in full force and effect for ten (10) years or until it shall, with the consent of the California Public Utilities Commission, be voluntarily surrendered or abandoned by Grantee, or until the State of California or some municipal or public corporation purchases by voluntary agreement or condemns and takes under the power of eminent domain, all property actually used and useful in the exercise of this Franchise and situated within the territorial limits of the State, municipal or public corporation purchasing or condemning such property, or until this Franchise is forfeited by Grantee for non-compliance with its terms.

**Section 3 – Manner of Installation, Construction and Maintenance**

3.1 Grantee shall install, construct and maintain its Water System Facilities in a good and workmanlike manner and in conformity with all applicable federal, state, regional and local laws and regulations, including the ordinances and rules adopted by the legislative body of the City in the exercise of its police powers and not in conflict with the paramount authority of the State of California. Grantee shall apply for and obtain from City a permit for (a) all new and replacement main extensions in excess of 500 lineal feet; and (b) all activities that result in the placement of more than 100 square feet of paved Public Right-of-Way. Grantee may perform any and all other work in the Public Right-of-Way(s) under a blanket annual permit granted by the City; provided that requests by Grantee for a blanket permit shall be submitted to the City annually



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C-65-17

prior to May 1st. Notwithstanding anything to the contrary contained herein, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Water System Facilities. If such action is required, Grantee shall advise City of the work performed to maintain its system as soon as is practicable, but no later than two (2) business days after work is initiated.

3.2 Grantee shall keep installation records of the location of all Water System Facilities in the Public Rights-of-Way. City agrees that records of the location or design of the Water System Facilities are proprietary to Grantee and City shall not release nor make available any records to any outside party without the express, written permission of Grantee. Upon the City's prior written request, Grantee shall provide for City's internal use only the approximate horizontal location of Grantee's Water System Facilities within specified areas of the Public Rights of Way in either non-editable electronic format (i.e., .pdf file) or a hardcopy/paper format for purposes of permitting and design of City-owned facilities and managing the Public Rights of Way.

**Section 4 – Restoration; Repair**

4.1 If, in the construction, maintenance or operation of its water system and/or water system facilities, Grantee damages or disturbs the surface or subsurface of any public road, then Grantee shall, within a reasonable time, but in no case later than ninety (90) days (weather permitting), restore the surface or subsurface of the public road as required by City development standards in effect at that time. Nothing in this Franchise Agreement shall be construed as constituting a contractual obligation on the part of Grantee that assumes jurisdiction over, or the obligation to maintain, such public road.

4.2 Grantee shall pay to the City upon demand the cost of repairs to City public property caused by Grantee's operations under this Franchise.

**Section 5 - Franchise Fee**

5.1 In lieu of any license fees, permit fees or other fees or taxes (including but not limited to plan review, inspection, but excluding general ad valorem property taxes which must be paid by Grantee) being imposed on Grantee by City, Grantee shall pay to City a franchise fee ("**Franchise Fee**"). The amount of the Franchise Fee paid by Grantee shall be a sum equal to two percent (2%) of Grantee's gross annual water revenue collected arising from the use, operation or possession of this Franchise derived from the sale of utility service within the limits of the City under this Franchise. Payment of the Franchise Fee shall constitute full and sole consideration for the rights granted under this Franchise.

5.2 Grantee shall file with the City Clerk within three (3) months after expiration of the first calendar year (or first fractional calendar year, as applicable) following the Effective Date, and within three months after the expiration of each calendar year thereafter, a verified statement showing in detail the total gross receipts of Grantee, its successors or assigns, during the preceding calendar year from the sale of water within the City. Grantee shall pay to the City within fifteen (15) days after the time for filing each statement of gross receipts, in lawful money of the United States, the specified percentage of its gross receipts for the calendar year (or fractional calendar year) covered by such statement. Any neglect, omission or refusal by Grantee to file the verified statement, or to pay the Franchise Fee at the time or in the manner provided constitutes grounds for the declaration of a forfeiture of this Franchise.

**Section 6 – Publication Costs**

Grantee shall pay to the City, within thirty (30) days after the City has furnished Grantee with a written statement of such expenses, a sum sufficient to reimburse it for the actual cost of all publication expenses incurred in granting this Franchise.

**Section 7 - Relocation of Facilities**

7.1 Grantee shall, upon written request by City, relocate, without expense to the City, any of its Water System Facilities located in the Public Rights-of-Way if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place by the City, including the construction of any subway or viaduct by the City ("**City Project**") due to the fact that the Water System Facilities are in direct, physical conflict with the City Project which conflict cannot be avoided by the City with reasonable and diligent efforts. In the event the City Project is paid for totally or in part with non-City funds (excluding grant funding that expressly prohibits payment of or reimbursement for utility relocation costs), then the Grantee's costs of moving its Water System Facilities shall be borne by the source of the non-City funds in the same ratio as the non-City funds bear to the total City Project cost; however, Grantee shall not be required to commence such work until Grantee receives such amount from the source of non-City funds in cash or other manner reasonably acceptable to Grantee. To the extent that a relocation results in a replacement of existing Tahoe Keys infrastructure, pipeline and appurtenances, but not the land or easement, shall belong to Tahoe Keys.

7.2 Whenever the City requests Grantee to relocate Grantee's Water System Facilities, City and Grantee will cooperate on the planning for the relocation and selection of a new location for any affected Water System Facilities to minimize the cost of such relocation and/or disruption of Grantee's water system operations. Grantee shall complete such relocation within one hundred eighty (180) days (weather permitting) after (I) City has provided written notice to Grantee approving the proposed location and design, and (II) all required permits for the relocation (including any amendments or modifications to permits) have been issued by permitting agencies. A reasonable extension may be provided upon mutual agreement of both parties.

7.3 If City requires Grantee to relocate any Water System Facilities located in private easements, then the costs and expenditures associated with purchasing a new private easement of comparable value shall be borne by City. The location of the new easement shall be reasonably acceptable to Grantee.

7.4 City shall disclose to Grantee with as much advance notice as is practicable any proposed development or construction that may impact Grantee's Water System Facilities. City further agrees to coordinate with Grantee, and to use reasonable and diligent efforts to avoid, to the extent possible, a conflict with such facilities requiring relocation thereof. Except in the event of an emergency posing an immediate threat to public safety or welfare, Grantee shall not be required to relocate, at Grantee's cost, any Water System Facilities within one year of construction or relocation of such facilities paid for by Grantee.

7.5 If relocation of any Water System Facilities is required or requested due to the actions or inactions of any party other than the City, the third party shall be responsible for the cost of such relocation. Grantee shall not be required to commence such work until such time that Grantee receives such relocation costs in cash or adequate assurances of compensation reasonably acceptable to Grantee.

7.6 City will not exercise its right to require any of Grantee's Water System Facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under this Franchise.

7.7 Grantee's obligations under this Section 7 shall remain in effect only so long as the City retains jurisdiction over and the obligation to maintain such applicable Public Right-of-Way or City property.

**Section 8 – Damages; Indemnification**

Grantee shall be liable for all damages proximately resulting from Grantee's failure to well and faithfully observe and perform the provisions of this Franchise and the provisions of Division 3, Chapter 2 of the Code; and shall indemnify and hold harmless the City and its officers from all liability for damages proximately resulting from Grantee's operations under this Franchise; provided that such liability is not the result of any willful misconduct or grossly negligent acts of City. Grantee shall receive from City full, complete and prompt notice of any and all such claims or demands as are hereby indemnified.

**Section 9 – Franchise In Lieu of Others**

This Franchise is made in lieu of all other franchises, rights or privileges owned by Grantee, or any successor of Grantee to any rights under this Franchise, for transmitting and distributing water within the limits of the City, as said limits now or hereafter exist, except any franchise derived under Section 19 of Article XI of the Constitution of the State of California as that section existed prior to its amendment adopted October 10, 1911. The acceptance of this Franchise as granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of the City, as such limits now or may hereafter exist, in lieu of which this Franchise is granted.

**Section 10 – Forfeiture for Non-Compliance**

If Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and does not within twenty (20) days after receipt of written demand from City for compliance commence the work of compliance, or after commencing such work, fails to prosecute the work to completion with due diligence, City may declare the franchise forfeited. City may bring an action in its own name for such forfeiture.

**Section 11 – City Rights Reserved**

This Franchise shall not in any way impair or affect the right of City to acquire the property of Grantee by purchase or condemnation, and nothing herein contained shall be construed to contract away, modify or abridge, either for a term or in perpetuity City's right of eminent domain in respect to any public utility. This Franchise shall not be given any value before any court or other public authority in any proceeding in excess of the cost to Grantee of the necessary publication and any other sum paid therefor to City at the time of acquisition.

**Section 12 - Consent to Assignment**

The rights, privileges and Franchise hereby granted may be transferred or assigned by Grantee in whole or in part to any person certified by the California Public Utilities Commission to assume the duties and obligations of Grantee under this Franchise. Grantee shall file with the City's legislative body within thirty (30) days after any sale, transfer, assignment, or lease of the Franchise or any part thereof, or any of the rights or privileges granted thereby, written evidence of the transaction certified to by Grantee or its duly authorized officers.

**Section 13 - Franchise; Exclusive as to Water Service Only**

This Franchise is exclusive as to water service only within the Water System and Service Boundary Area as determined by the California Public Utilities Commission and nothing herein contained shall be construed to (i) prevent the City from granting similar rights or privileges to any other person, firm or corporation, or (ii) to deny or lessen the City's power and privileges granted by law.

**Section 14 - Independent Provisions**

If any section, paragraph, clause, phrase or provision of this Franchise Agreement shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise Agreement as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

The undersigned, Mayor and City Council, City of South Lake Tahoe, California, pass and adopt this Franchise Agreement this ~~21st~~ 11th day of ~~August~~ October, ~~2016~~ July, 2017

CITY OF SOUTH LAKE TAHOE

By: Austin C. Sass

Dated: 7-12-17

TAHOE KEYS WATER COMPANY
A California corporation

By: Bonnie Hall

Dated: 10/20/2016

ATTEST:

Susan Alessi, City Clerk

APPROVED AS TO FORM:

CITY OF SOUTH LAKE TAHOE 1965 CALIFORNIA

## ACCEPTANCE OF FRANCHISE

On the 20th day of OCTOBER, 2016, the Mayor and City Council of the City of South Lake Tahoe executed this Franchise Agreement granting Tahoe Keys Water Company, a California corporation, a franchise within certain property located in the City of South Lake Tahoe for the purpose of providing domestic water service in the City, by and between the City and Tahoe Keys. Pursuant to Section 6235 of the California Public Utilities Code, Tahoe Keys hereby accepts said franchise, which shall be effective upon the filing of this acceptance with the City Clerk.

Executed this 20th day of OCTOBER, 2016.

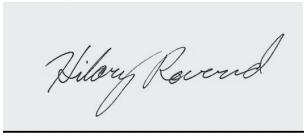
TAHOE KEYS WATER COMPANY,
a California corporation

By: _____

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**17

**Agenda Item:** South Lake Tahoe City Code Chapter 6.60 Time-Share Amendments Discussion

**Executive Summary:** City Council is accepting a requested report from Beacon Economics on behalf of the Davidson Group (a.k.a. Margaritaville) and may consider amendments to SLTCC Chapter 6.60 (Time-share) or 6.55.270 (Condo-hotels). The report is in response to a City Council request at the November 4, 2025, meeting to analyze the economic impact of the conversion of hotel/motel units to time-share units. The primary concern of City Council is that allowing conversions would cause a decrease in Transient Occupancy Tax (TOT) revenue, as time-share ownersâ€™ stays are not taxable.

**Requested Action / Suggested Motions:** Pass a Motion providing direction to staff on desired amendments to SLTCC Chapter 6.60 (Time-share) or 6.55.270 (Condo-hotels).

**Responsible Staff Member:** Anna Kashuba, Senior Planner and Zachary Thomas, Director of Development Services

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

02-Margaritaville Economic Analysis
03-Exline_City_Council_Presentation.pdf
01_SLTCC6.60Amendments_CCStaffReport_1.docx
04-History of Monthly Gross Receipts Occupancy at 4130 Lake tahoe Blvd.pdf

# City of South Lake Tahoe
# Report to City Council

**Meeting Date:** August 11, 2026

**Title:** South Lake Tahoe City Code Chapter 6.60 Time-Share Amendments for Margaritaville Hotel

**Location:** Citywide

**Responsible Staff Member:** Anna Kashuba, Senior Planner and Zachary Thomas, Director of Development Services

## BACKGROUND

On March 18, 2025, Exline and Company Inc. submitted on behalf of the Davidson Group (a.k.a. Margaritaville) a request to convert a portion of Margaritaville's hotel rooms into time-shares. The initial request included the conversion of 140 rooms into time shares in two phases (52 rooms in the first phase and 88 rooms in the second phase). The item was brought back to Council on November 4, 2025, at the request of Councilmember Jinkins (motion) and Mayor Bass (second). At this meeting the City Council was provided a preliminary analysis by staff which concluded that the conversion of 140 rooms to timeshare could result in a Transient Occupancy Tax (TOT) revenue loss of approximately $930,000. The report concluded that this could have an impact on both General Fund and the Measure P TOT fund, which provides funding for debt service on the bonds issued to construct the new Multi-Generation Recreational and Aquatic Center, as well as ongoing operational and capital needs at the new facility and other recreation projects.

The City Council voted, with the motion made by Councilmember Jinkens and seconded by Councilmember Robbins, to have Exline and Company, Inc. provide an economic impact analysis of the proposed conversion. The primary concern of City Council was that the proposed project would cause a decrease in Transient Occupancy Tax (TOT) revenue, as time-share owners' stays are not taxable.

## ISSUE AND DISCUSSION

An economic impact analysis was completed by Beacon Economics LLC and submitted to the City in April 2026. The economic analysis assumed the conversion of 24 out of 399 rooms into timeshares. This is significantly lower than the 140-room timeshare conversion that was initially proposed. As such, there is a significant difference between this analysis and of that which was provided to the City Council on November 4, 2025. Nonetheless, the current economic analysis contains useful information based on current market trends and highlight variables that could impact financial outcomes.

### General Assumptions by Beacon Economics

The report completed by Beacon Economics makes the following baseline behavioral assumptions regarding time-shares in general:

- The report argues that time-share owners tend to have higher incomes, have longer and more repeat stays, and spend more than typical tourists. This assumption is used to

support the broader positive economic impacts of time-shares that may offset the lack of TOT revenue.
- Time-share owners may be more incentivized to rent their time to nightly tourists during peak seasons, when room rates are higher to which TOT would be applicable. Furthermore, time-share owners are more likely to visit during the off-season, increasing visitor spending during such times.

**Project Specific Projections**

The report makes the following projections regarding Margaritaville's proposal to convert 24 of its 399 hotel rooms into time-share units:

- The average occupancy rate was 54% in 2025. The report estimates that the 24 time-share units would operate at 80% occupancy.
- Assuming conversion of the 24 units, roughly 161 rooms would remain vacant on an average night, leaving sufficient capacity for further nightly, TOT applicable stays. An estimated 40 rooms would remain vacant per night in peak seasons (July).
- The net TOT impact ranges from an increase of approximately $33,156 to a decrease of approximately $36,132 annually.

**Discussion Items**

Several assumptions rely on time-share industry sources, which may reflect industry-positive framing around owner behavior, occupancy, spending, and repeat visitation. The Economic Impact Analysis of the Margaritaville Resort Lake Tahoe Time-share Conversion is inconsistent with common assumptions that staff included in the November 4, 2025, staff report. These differences do not indicate false data but rather demonstrate the number of variables in owner behavior and time-share structure. The report also uses numerous other economic data points across broader economic sectors to demonstrate a positive economic outcome beyond just what TOT impacts may be.

The below table compares the conclusions outlined in the November 4, 2025 staff report compared to those conclusions contained in the report completed by Beacon Economics. Again, it is important to note that each analysis was completed using significantly different assumptions. The initial staff report from November 4, 2025, assumed a conversion of 140 rooms compared to the current analysis which assumed the conversion of 24 rooms into timeshares.

| Impact | City Research | Beacon Economics |
|---|---|---|
| *Visitor Spending vs. Owner Spending* | Transient guests typically spend more per day than time-share owners or condo residents, as visitors often dine out for most meals, shop locally, and use recreation and entertainment venues. Owners, on the other hand, are more likely to purchase groceries and supplies in bulk—often outside the City—resulting in less taxable local spending. | Time-share users are associated with higher per-trip spending. Average daily spending of time-share visitors is roughly 27% higher per person, compared to all domestic travelers. |

| | | |
|---|---|---|
| *Occupancy Frequency* | Time-share and condominium units are generally occupied for shorter periods each year, leading to reduced annual economic activity even if individual stays are longer. | Time-share owners have an incentive to visit on a more regular basis. |
| *Retail Sales Leakage* | Time-share and condominium owners are more inclined to shop online or in neighboring areas for groceries and household items rather than making discretionary purchases within the City. | Time-share users are associated with higher per-trip spending. Average daily spending of time-share visitors is roughly 27% higher per person, compared to all domestic travelers. |
| *Transient Occupancy Tax* | When adjusted for the current proposed conversion of 24 vs. 140 units, the time-shares would result in an estimate annual Transient Occupancy Tax (TOT) revenue loss of approximately $159,428. | The net TOT impact ranges from an increase of approximately $33,156 to a decrease of approximately $36,132 annually based on a variety of assumptions. |

Overall, the economic analysis seems to conclude that the conversion of hotel rooms to timeshares on a small scale does not have a significant negative impact to City revenue. Beyond the specifics of the economic analysis, this is also likely true if the number of rooms to be converted is proportional to the vacancy rate.

Based on the information provided, City Council may choose to explore specific amendments to SLTCC Chapter 6.60 (Time-share). It is possible that based on the possible scope of the amendments that additional amendments may be needed to other relevant sections of the code such as 6.55.270 (Condo-hotels). Possible amendments include:

1. Allow existing hotel/motel developments to convert a portion of rooms into time-shares by right or by project specific use permit and economic analysis.
2. Modify the approval body for time-share projects from City Council to Planning Commission if the project is within a certain size threshold and is subject to specific findings adopted within the Code.
3. Explore a cap on the number of nights that can be used by time-share owners (for fractionalized ownership timeshares)
4. Increase the number of days during which owners of condo-hotel units may stay. This is currently capped at 30 days and can be increased with the approval of a special use permit. (This may better align code section 6.55.270 with section 6.60, should amendments be approved)
5. Place a cap on the number of time-share conversions allowed.
6. Only allow time-share conversions within certain zones.

The economic analysis presented with this report indicates that a conversation of 24 units within the Margaritaville Hotel property may result in an impact to TOT ranging from a decrease of approximately $36,000 to an increase of approximately $33,000, while also noting that other residual economic activity associated with the operation of timeshare units will result in a net positive impact. This report was prepared to assist in informing the City Council's decision in considering possible amendments to the Code to allow the conversation of existing visitor

lodging property to timeshare use. However, it is important to note that the economic analysis was based on assumptions and market conditions that may change over time and from property to property. The assumptions include current and historic market trends and travel behavior as well as the specific dynamics of individual properties. As such, the economic analysis presented with this report may not necessarily describe the economic impact associated with all timeshare projects. Furthermore, and as noted above, the project description (conversion of 24 rooms) analyzed in this report is significantly different than the project description (conversation of 140 rooms) presented at the November 4, 2025 City Council meeting.

While the economic analysis cited numerous studies and data across geographic locations and time periods, a broad scope economic analysis for South Lake Tahoe regarding the conversation of other existing lodging properties to timeshares does not currently exist. Should the City Council wish to pursue amendments to the Code to allow the conversation of existing properties to timeshares, staff recommends requiring a project specific economic analysis for each conversion request. This would ensure that assumptions used in each analysis are consistent with current visitation trends and market conditions at the time of the request. Examples of current market conditions include the current gross receipts and nights rented for each property. Current gross receipts and nights rented for the Margaritaville Hotel are included as Attachment 04.

## ENVIRONMENTAL ANALYSIS

The presenting of this report does not require review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15060(c)(2) (activity will not result in the direct or reasonably foreseeable indirect physical changes in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

## FINANCIAL IMPLICATIONS

This report was prepared to assist in informing the City Council's decision in considering amendments to the Code to allow the conversation of existing visitor lodging property to timeshare use. The City Council may or may not choose to further analyze the economic impact of a potential amendment to SLTCC Chapter 6.60. There would be an additional cost in conducting further economic analysis. The financial impact of amending SLTCC Chapter 6.60 could be analyzed alongside a new ordinance and could provide additional insight regarding financial implications at that time.

## POLICY IMPLICATIONS

The review of this item is consistent with SLTCC § 6.60.040B.2 and the General Plan's commitment to economic opportunities that support an economically diverse and prosperous year-round community.

BEACON ECONOMICS

# Economic Impact Analysis of the Margaritaville Resort Lake Tahoe Timeshare Conversion

April 2026



Source: Margaritaville Resort Lake Tahoe.

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# Executive Summary

## Overview

Margaritaville Resort in South Lake Tahoe is proposing to convert up to 24 of its 399 hotel rooms into timeshare units. Because hotel stays generate Transient Occupancy Tax (TOT), while timeshare stays are not always subject to TOT, this report evaluates the potential economic and fiscal impacts of the proposed conversion. Overall, the analysis finds that the conversion is unlikely to materially reduce hotel demand and may result in modest increases in visitor activity and local economic output.

The proposed conversion is not expected to constrain hotel operations or materially reduce fiscal revenues. Instead, it is expected to support increased visitation and generate positive economic impacts, with fiscal benefits for the City of South Lake Tahoe and the surrounding region.

## Occupancy Analysis

The property operates well below full capacity, with an average occupancy of approximately 54% in 2025. Even after removing 24 rooms from the hotel's inventory, excess capacity remains below both average and peak conditions. Capacity constraints would occur only rarely, indicating that the conversion is unlikely to displace hotel stays in a meaningful way.

## Timeshare Owner Profile

Timeshare owners tend to be higher-income, frequent travelers with a propensity for repeat visitation, longer stays, and higher overall trip spending. This supports a more stable and economically active visitor base.

## Substitution vs Complement Effects

Timeshare use can both substitute for hotel stays and generate new visitation. In addition, it often complements hotel demand through extended stays and larger groups of travelers. Previous studies suggest that these effects can offset one another, with timeshare development supporting overall visitation rather than reducing it.

This is also consistent with trends in South Lake Tahoe between 2011 and 2019, where growth in short-term rental activity occurred alongside stable or increasing hotel occupancy, indicating that additional lodging options can expand overall visitation rather than displace it.

## Economic and Fiscal Impact Analysis from Occupancy Changes following Conversion

**Modeling Assumptions** The analysis is based on conservative assumptions informed by prior academic and industry research. These include assumed timeshare occupancy of 80%, an average of 3.5 guests per unit (below maximum capacity), and no assumed premium in spending for timeshare visitors despite evidence suggesting higher expenditures. The analysis also considers both monthly and daily occupancy constraints, as well as scenarios with partial substitution between hotel stays and timeshare use, to capture a range of potential outcomes.[1]

**Visitor Spending and Timeshare Sales** The conversion is expected to generate approximately 16,000 to 24,500 net new visitor nights annually, resulting in increased local spending and economic output of approximately $0.7 million to $1.1 million per year. When combined with real estate transaction effects in the initial year of sale of the timeshare units, total economic output ranges from approximately $1.7 million to $2.1 million, supporting 14 to 24 jobs, $467,000 to $603,000 in labor income, and $800,000 to $1.0 million in value added within the City.

**State and Local Fiscal Impacts** Increased visitor activity, combined with additional tax revenues from the sale of timeshares, generates positive fiscal impacts. Total state and local tax revenues are estimated to range from around $243,000 to $311,000 in the initial year of sale of the timeshares, driven primarily by property tax revenues ($131,000 to $160,000) and sales tax revenues ($51,000 to $73,000). Additional contributions come from other tax sources, along with roughly $14,500 in documentary transfer tax revenues from unit sales.

**City Fiscal Impacts and Transient Occupancy Tax (TOT)** At the City level, total fiscal impacts (including TOT and the City's share of documentary transfer taxes) range from approximately $22,500 to $115,000 across scenarios in the initial year of sale of the timeshare units. TOT impacts vary depending on substitution assumptions, ranging from an increase of approximately $33,000 to a decrease of approximately $36,000 annually. Scenarios showing declines reflect more conservative assumptions regarding substitution. Given the hotel's existing excess capacity and evidence of net new visitation, actual impacts are expected to fall within this range and are unlikely to represent a material fiscal loss to the City.

## Spillover Effects

Increased visitor activity generates additional economic and fiscal benefits in the broader El Dorado County economy through supply chain and household spending effects.

[1] The analysis includes a 25% substitution scenario in addition to the 0% substitution scenario presented in the main report.

# Introduction

Margaritaville Resort in South Lake Tahoe is proposing to convert up to 24 of its 399 hotel rooms into timeshare units. Under current policy, all hotel rooms are classified as Tourist Accommodation Units (TAUs), and each occupied room night generates TOT revenue for the City of South Lake Tahoe. Because timeshare stays are not always subject to TOT, the proposed conversion has raised questions regarding potential impacts on future City revenues.

This report provides an objective, data-driven evaluation of the economic and fiscal implications of the proposed conversion. The analysis examines historical occupancy patterns at the property, the extent to which hotel demand currently utilizes available capacity, and whether the conversion is likely to affect the number of occupied room nights. In addition to potential changes in TOT revenue, the study also considers the broader economic effects associated with timeshare ownership and guest activity, including visitor spending and related tax revenues. Findings are presented separately for direct fiscal impacts to the City and broader regional economic effects to provide a clear and comprehensive assessment for decision-makers.

# Part I. Occupancy Analysis

To assess whether converting up to 24 hotel rooms to timeshare properties could constrain hotel occupancy and reduce local Transient Occupancy Tax (TOT) revenue, the property's historical occupancy trends were reviewed and compared with a competitive set of similar hotels in the South Lake Tahoe market. This comparison helps determine whether the hotel typically operates near full capacity, where removing rooms could displace potential stays, or whether sufficient room availability exists to absorb the proposed conversion. It also provides context for evaluating whether the property's recent occupancy levels are consistent with broader market trends and therefore represent a reliable basis for assessing potential capacity constraints.

## Property History

The property opened in 1991 as Embassy Suites Lake Tahoe (Bergom, 2021) and, after ending its Embassy affiliation, was rebranded in 2013 as Lake Tahoe Resort Hotel (South Tahoe Now, 2013). In October 2021, the property was acquired by Sodalite Tahoe Hotel LLC (Bergom, 2021). After a major renovation, the property reopened on December 14, 2023, as Margaritaville Resort Lake Tahoe (Peterson, 2023).

## Occupancy Trends and Capacity Utilization

Between 2019 and 2025, Margaritaville Resort Lake Tahoe experienced significant fluctuations in occupancy, reflecting pandemic-related travel disruptions as well as the property's acquisition, renovation, and repositioning.

As shown in Figure 1, annual average occupancy declined from approximately 55% in 2019 to 34% in 2020, due to pandemic-related travel restrictions and reduced tourism activity in the region. Occupancy partially recovered in 2021 and 2022, reaching an annual average of approximately 41% in 2022, before declining again to roughly 24% in 2023 during the renovation and associated partial closure.

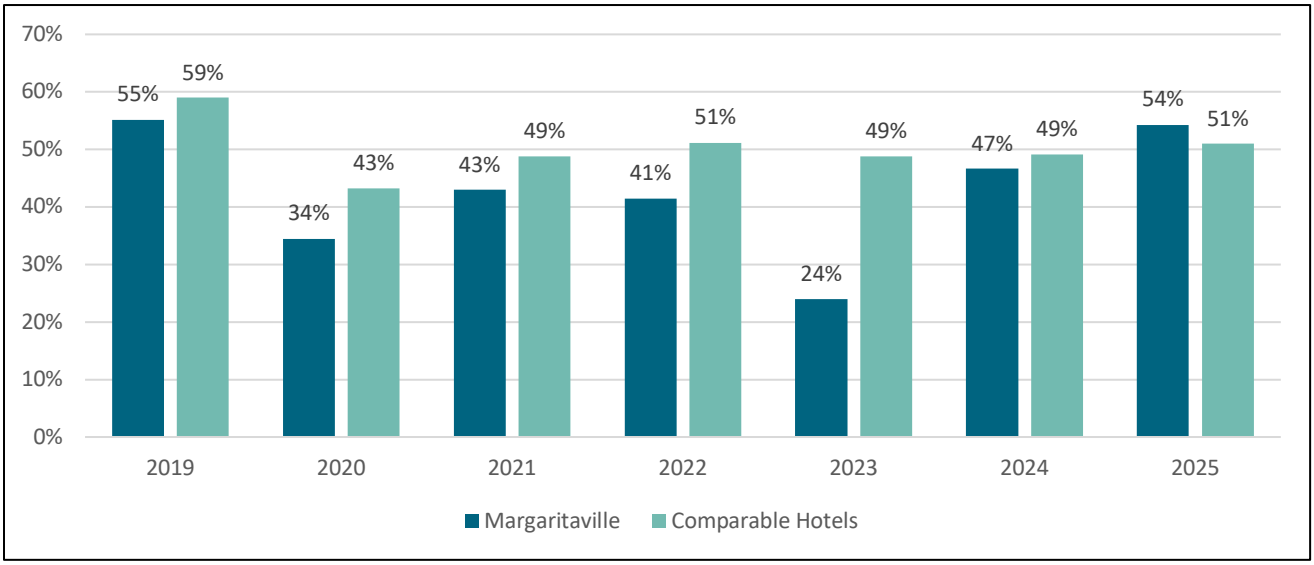
Following the property's complete reopening in December 2023, occupancy rebounded significantly. Annual average occupancy increased to approximately 47% in 2024 and 54% in 2025, representing the first full years of stabilized operations under the Margaritaville brand.

To ensure the analysis reflects underlying operating conditions rather than short-term volatility or seasonal effects, occupancy trends were evaluated using multiple approaches, including quarterly averages and seasonally adjusted data using a six-month moving average. As Figures 2 and 3 indicate, occupancy stabilized in late 2024, making 2025 an appropriate baseline year for assessing the property's current operating conditions. Even under

these stabilized conditions, the hotel operates well below full capacity. Annual average occupancy of 54% in 2025 indicates that nearly half of the available rooms were unused on an average night. At this level, the hotel averaged roughly 215 occupied rooms per night, leaving approximately 184 rooms vacant.

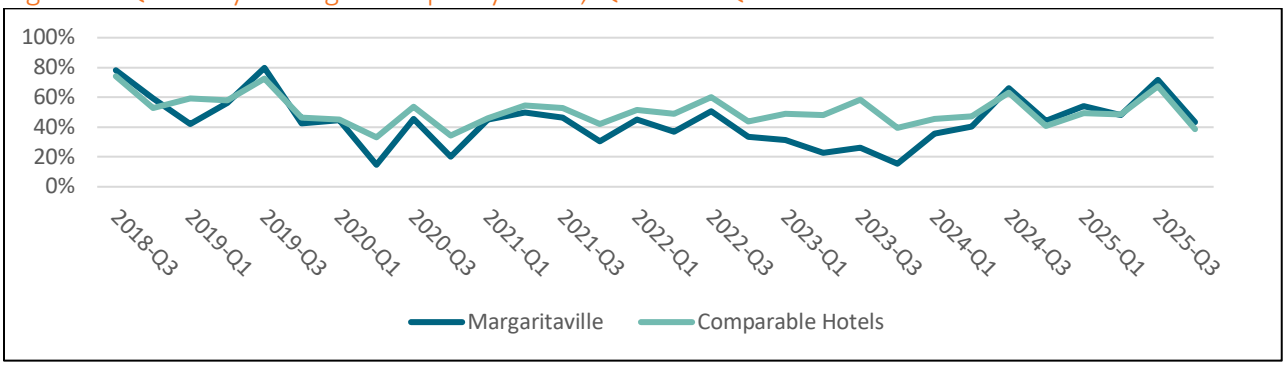
Quarterly and monthly patterns are similar. As shown in Figure 2, quarterly occupancy during 2025 ranged from approximately 48% to 72%, while monthly occupancy ranged from approximately 37% to 84% (Figure 4). Even during peak seasons, the property remained below full occupancy. These results indicate that substantial excess capacity exists under typical operating conditions.

Figure 1. Annual Average Occupancy Rates, 2019–2025[2]




**Source: CoStar Group, using monthly occupancy data; Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics.**

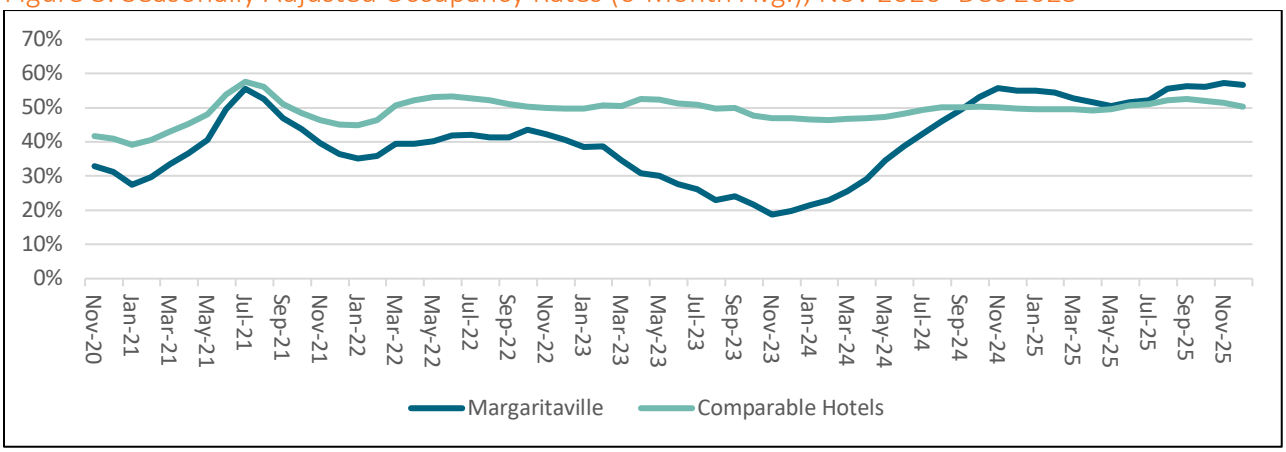
Figure 2. Quarterly Average Occupancy Rates, Q3 2018–Q4 2025




**Source: CoStar Group; Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics.**

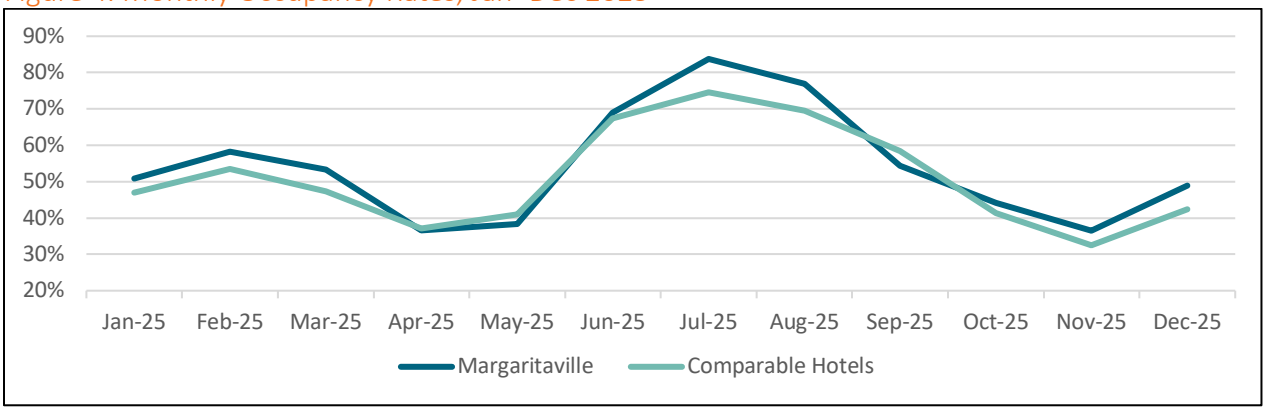
[2] 2018 excluded due to incomplete data (six months missing).

Figure 3. Seasonally Adjusted Occupancy Rates (6-Month Avg.), Nov 2020–Dec 2025[3]




**Source: CoStar Group; Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics.**

Figure 4. Monthly Occupancy Rates, Jan–Dec 2025




**Source: CoStar Group; Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics.**

# Impact of 24-Room Timeshare Conversion on Hotel Occupancy

### Baseline utilization (2025)

- Under stabilized operating conditions in 2025, Margaritaville Resort Lake Tahoe averaged approximately 54% occupancy, or roughly 215 occupied rooms per night. At this level of utilization, approximately 184 of 399 rooms remained vacant on an average night.

### Post-conversion utilization (average conditions)

- The proposed conversion would reduce hotel inventory by 24 rooms, lowering available hotel capacity from 399 rooms to 375 rooms, a reduction of approximately 6%.

[3] Values represent a 6-month moving average. The series begins in June 2020 because earlier months contain missing observations due to COVID-19 closures, preventing calculation of the full moving average window.

- Assuming the underlying demand for hotel rooms remains unchanged, the average occupancy rate would increase mechanically to approximately 57% (215 divided by 375).
- Even after this increase, roughly 161 rooms would remain vacant on an average night, indicating that substantial excess capacity would persist.

### Post-conversion utilization (peak conditions)

- The pattern is similar during peak periods. For example, in July (when occupancy reached approximately 84%), post-conversion occupancy would rise to roughly 89%, still leaving an estimated 40 rooms vacant per night during the busiest month of the year.
- As shown in the figure below, the property retains a meaningful buffer of available capacity under both average and peak demand conditions.

### Peak demand stress test (daily analysis)

- While average and monthly occupancy levels indicate substantial excess capacity, it is still possible that demand could exceed available rooms during short peak periods.
- To assess this, daily occupancy data were analyzed for 2025. The property recorded approximately 81,059 occupied room nights (about 56% average occupancy).
- Under the reduced capacity scenario, demand would have exceeded the 375-room threshold on only a limited number of days.
- In total, approximately 693 room nights would have exceeded available capacity—representing less than one percent (0.85%) of total occupied room nights.
- These exceedances are concentrated in a small number of peak periods.

This analysis shows that while the proposed reduction in room inventory would modestly increase utilization rates, it would only bind during a limited number of high-demand days and would not materially constrain overall hotel operations.

At the same time, the proposed conversion would introduce 24 timeshare units. Industry data indicate that timeshare resort properties operate at relatively high occupancy levels, averaging 80% nationwide. At this level, the proposed timeshare units would generate roughly 7,008 occupied room nights annually. Of these, around 17%—or approximately 1,170 nights—would be attributable to renters and therefore subject to TOT, based on industry research (ARDA, 2025). After accounting for the limited number of hotel room nights displaced during peak periods (693 room nights), the conversion results in a net increase of approximately 6,315 occupied visitor nights annually and around 477 taxable visitor nights. Accordingly, the proposed conversion would not be

expected to reduce hotel stays or associated TOT revenues and may modestly increase overall taxable visitor activity at the property.

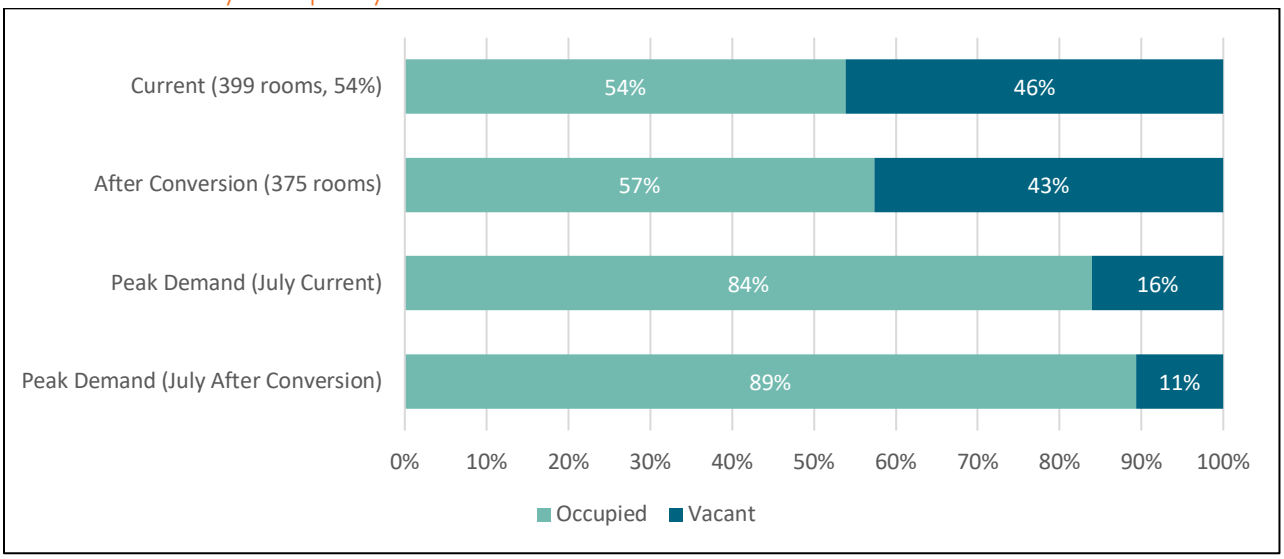
Table 1. Estimated Occupancy Changes for Margaritaville Following Timeshare Conversion

| | Assuming 80% of timeshares are occupied | | | |
|---|---|---|---|---|
| | Using Monthly* | | Using Daily** | |
| | No Sub | 25% Sub | No Sub | 25% Sub |
| Hotel room nights total (current) | 145,635 | 145,635 | 145,635 | 145,635 |
| Hotel room nights occupied (currently) | 78,992 | 78,992 | 81,059 | 81,059 |
| Gain in timeshare room nights | 8,760 | 8,760 | 8,760 | 8,760 |
| Timeshare room nights occupied by non-renters | 5,838 | 5,838 | 5,838 | 5,838 |
| Binding room nights | - | - | -693 | -693 |
| Change in hotel occupied rooms due to substitution | 0 | -1,752 | 0 | -1,752 |
| **Total change in hotel room nights occupied** | **0** | **-1,752** | **-693** | **-2,445** |
| 80% timeshare occupancy | 7,008 | 7,008 | 7,008 | 7,008 |
| Total change in hotel rooms occupied | 0 | -1,752 | -693 | -2,445 |
| **Net change in occupied room nights (hotel and timeshare)** | **7,008** | **5,256** | **6,315** | **4,563** |
| Timeshare room nights occupied by renters | 1,170 | 1,170 | 1,170 | 1,170 |
| Total change in hotel room nights occupied | 0 | -1,752 | -693 | -2,445 |
| **Net change in taxable room nights** | **1,170** | **-582** | **477** | **-1,275** |

**Source: Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics.**

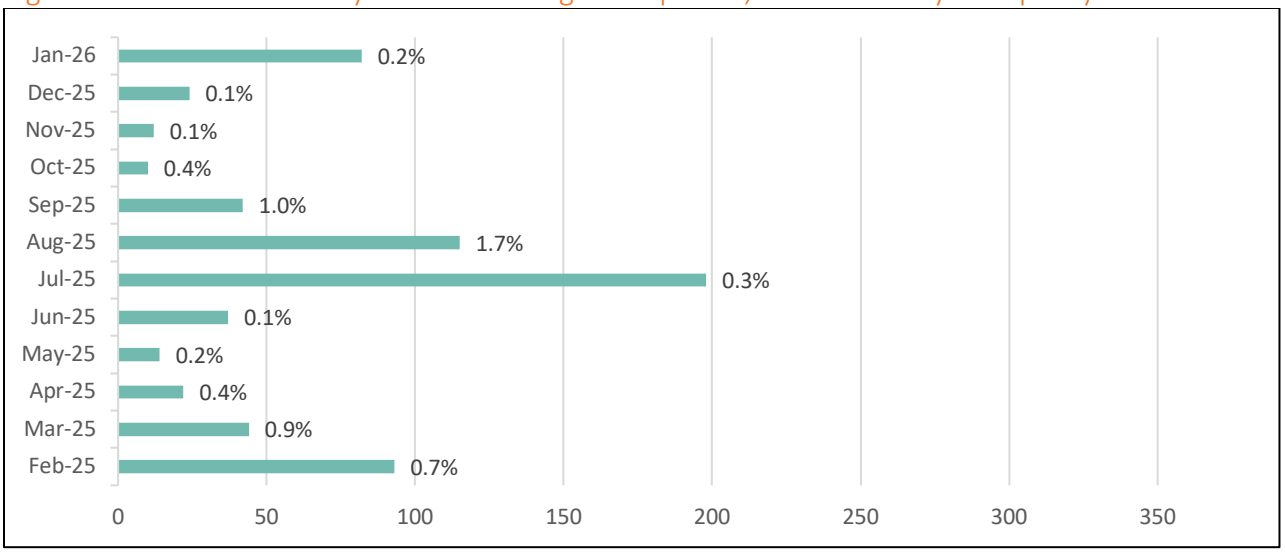
**Note: Although the net change in occupied rooms differs, total timeshare occupancy is unchanged. As a result, the number of timeshare room nights occupied by renters and non-renters remains constant. *Monthly refers to occupancy levels as based on monthly occupancy data from CoStar. **Daily refers to occupancy levels as based on daily occupancy data from CoStar.**

Figure 5. Hotel Capacity Utilization Before and After the Proposed 24-Room Timeshare Conversion, Based on Monthly Occupancy Data




**Source: CoStar Group; Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics.**

Figure 6. Estimated Monthly Hotel Room Nights Displaced, Based on Daily Occupancy Data




**Source: CoStar Group; Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics.**
**Note: January occupancy is approximated using January 2026 daily occupancy data due to missing January 2025 observations.**

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# Part II. Timeshare Owner Profile

**Across multiple data sources, a socioeconomic portrait emerges: timeshare owners typically have higher incomes and are professionally employed**. Timeshares have substantial purchase prices and recurring maintenance fees, which tend to attract consumers with the financial means and the inclination for structured, repeat vacation planning.

**Income levels among timeshare owners are significantly higher than those of the general population**. Over the two decades ending in 1998, the median income of U.S. timeshare owners increased by 236%, far outpacing the 128% increase for all U.S. households (Ragatz & Crotts, 2000). By 1998, 73% of owners had incomes above $50,000, compared to just 9.3% in 1978. This pattern persisted in the mid-2010s. Approximately 9.2 million U.S. households (7.9% of all households) owned at least one timeshare, rising to roughly 15.5% among households earning over $100,000 (Butler, 2018). Median household income among owners exceeded $80,000, and approximately 63% held at least a four-year college degree, reinforcing the concentration of ownership among higher-income, more highly educated households (Butler, 2018).

**More recent data show a strong income gradient**. According to the American Resort Development Association (2024), ownership rates rise sharply with income, with 28% of households earning $250,000 or more owning a timeshare, compared to only 5% of those earning under $75,000 (American Resort Development Association, 2024). International evidence is similar, with European and Caribbean data also showing elevated income levels among owners (Cortés-Jiménez et al., 2012; Hahm et al., 2007).

**Timeshare owners are also disproportionately represented in professional and managerial occupations and exhibit long-term commitment to ownership**, with average holding periods exceeding a decade (American Resort Development Association, 2024). Demographically, they tend to be married, highly educated, and concentrated in middle age, reflecting a financially stable and established consumer base.

These characteristics point to a visitor base with the means and the propensity to travel regularly, providing important context for how timeshare visitors impact local economies (Hahm et al., 2007).

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# Part III. Substitution vs Complement Effects

The impact of timeshares on hotel demand can be understood through distinct behavioral patterns, each with different implications for TOT generation. At a high level, timeshare ownership changes how and how often people visit a destination, which in turn affects whether those stays would have otherwise occurred in traditional hotel accommodation.

Two primary visitor profiles are most relevant in this context. The first includes individuals who were already frequent visitors to the area and had previously stayed in hotels. For this group, timeshare ownership may substitute for hotel stays, potentially reducing TOT-generating activity. The second includes individuals who were new or infrequent visitors but became repeat visitors following a timeshare purchase. For this group, timeshare ownership may lead to additional visitation that would not have occurred otherwise.

While the precise distribution across these groups cannot be directly observed, this framework provides a useful way of evaluating how timeshare ownership can both displace and generate demand for overnight stays, with corresponding implications for TOT revenues.

## A. Two Primary Visitor Groups

1. **Repeat Visitors Who Convert to Timeshare Ownership (Substitution)**

   This pattern reflects frequent visitors who would have traveled to the destination regardless, and who transition from hotel stays into timeshare ownership. For these visitors, timeshare use can substitute for hotel demand, as nights that would have generated TOT are instead spent in owner-occupied units that are generally not subject to TOT. These visitors continue to generate taxable spending on food, retail, and recreation, and their visitation patterns may become more consistent over time. As a result, while there may be some displacement of TOT, overall economic and fiscal activity is not necessarily reduced (Croes, 2008; Ragatz & Crotts, 2000).

   The behavioral mechanism underlying this profile is documented in the tourism literature: a subset of travelers are habitual visitors who return to the same destination repeatedly, driven by familiarity, reduced uncertainty, and a preference for a predictable vacation experience. The decision to purchase a timeshare maps naturally onto this behavior. When visitors develop a strong attachment to a destination,

they often seek a structured way to return regularly, and timeshare ownership provides that, effectively converting an intention to revisit into a committed, ongoing pattern of travel (Thomas, 2010).

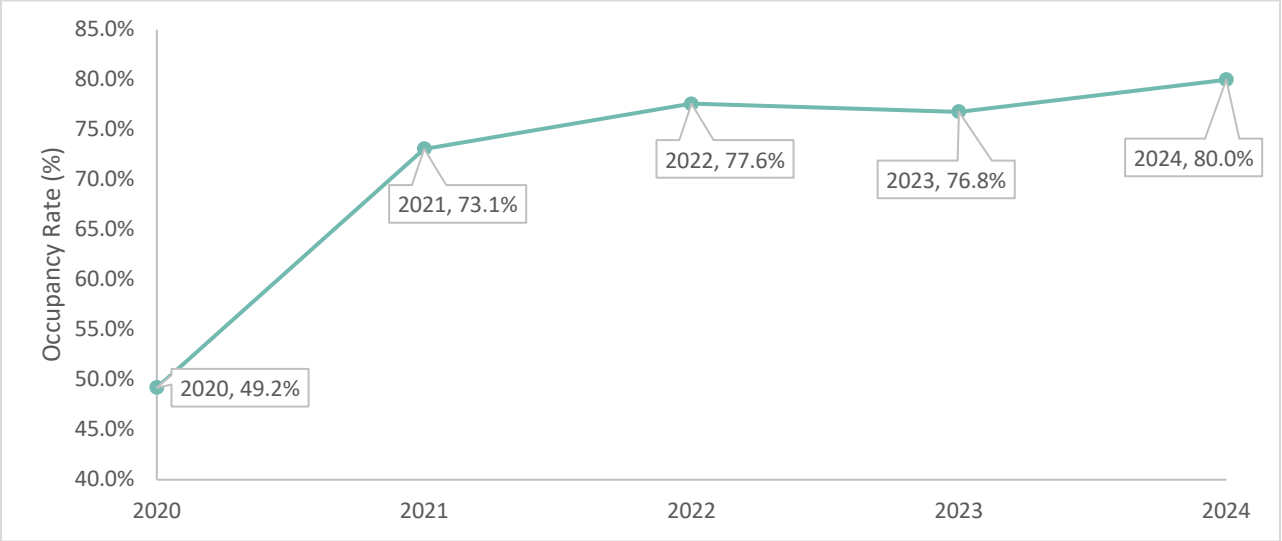
2. **New/Infrequent Visitors Become Repeat Visitors (Increased Demand)**

The second pattern reflects visitors who were not traveling consistently to the destination before making a timeshare purchase (either visiting infrequently or not at all) and who, through timeshare ownership, become repeat, long-term visitors. In this case, a timeshare functions less as a substitute for hotel demand and more as a mechanism that generates new, sustained visitation. This dynamic is supported by multiple data points:

- Evidence of new and incremental demand. Over half of timeshare purchasers (51.5%) had not previously visited the destination prior to purchase, indicating that a substantial share of demand is newly generated rather than reallocated from existing hotel visitors (Ragatz & Crotts, 2000).
- Increase in planned and actual visits, longer stays. In a survey of 1,846 recent U.S. timeshare owners, respondents had visited their resort area an average of just 1.3 times over the five years prior to purchase. After purchasing, visitation increased to 2.0 trips over five years (a 54% increase), while average length of stay rose from 3.4 to 5.1 nights. In total, nights spent in the destination increased from 4.4 to 10.2—a 132% increase (Rezak, 2002). Consistent with this, total timeshare stays average 8.5 nights, substantially longer than the 2.5- to 6.4-night average across major U.S. resort areas (Rezak, 2002).
  In Aruba, where repeat visitation rates reach approximately 40%—the highest in the Caribbean—timeshare development has been identified as a key driver (Hahm et al., 2007). Between 1975 and 2005, international arrivals increased from 128,900 to 732,514, while both average length of stay (7.7 to 7.9 days) and occupancy (74.2% to 81.7%) also rose.
- Planned visitation shows a similar pattern: expected trips increase from 1.9 trips over ten years (pre-purchase expectation) to 4.1 trips post-purchase, with average trip length reaching approximately 6.9 nights, more than double the 3.3-night average for typical domestic trips (Ragatz & Crotts, 2000). Consistent with this, 2024 industry data finds that timeshare owners in the U.S. average 4.3 vacations per year, well above typical leisure travel patterns (American Resort Development Association, 2024).
- High rates of actual usage and sustained engagement. Industry data show that timeshare owners actively use their intervals on a regular basis. As cited in the most recent ARDA survey (2025), timeshare occupancy averages approximately 80%, compared to 63% for hotels, and has trended upward in recent years, from 73.1% in 2021 to roughly 77% in 2022 and 2023, and 80% in 2024 (ARDA International Foundation, 2025). ARDA also reports that owners averaged 11 days of timeshare resort vacation in 2023,

with 80% taking at least one timeshare vacation that year (American Resort Development Association, 2024).

Figure 7. U.S. Timeshare Occupancy Trends: 2020 to 2024




**Source: American Resort Development Association (2025). State of the Vacation Timeshare Industry: United States Study. Re-created by Beacon Economics.**

Similarly, earlier data show high engagement, with 78% of timeshare owners using, exchanging, or converting their interval in a given year.[4] These patterns reinforce that ownership translates into realized and recurring visitation, rather than unused or purely speculative demand.

- Self-reported increases in travel behavior. A 2022 survey of more than 1,000 owners conducted by Timeshare Users Group (TUG), an independent consumer advocacy organization, found that 79% of respondents reported taking more vacations than they would have without their timeshare (Timeshare Users Group, 2022).
- Additional data reinforce this pattern. The 2024 ARDA report finds that 83% of timeshare owners are repeat visitors to their most recent destination, having returned, on average, more than seven times (American Resort Development Association, 2024).
- This pattern is also reflected in broader industry outcomes. In 2007, timeshare properties in Europe reported average occupancy rates of approximately 71.7%, compared to 35.7% for hotels (Cortés-Jiménez et al., 2012). During the study period, total tourist arrivals in Europe fell by 15%, while the number of timeshare owners grew by 7.22%, further illustrating the sector's relative stability as a visitor base.

[4] (For context, "use" refers to a direct stay at the owner's home resort; "exchange" refers to depositing one's interval with a network such as RCI or Interval International to receive a stay at a different affiliated resort; and "convert" refers to the redemption of interval rights for alternative travel benefits such as points or cruises) (American Resort Development Association, 2022).

- The key point is that the alternative isn't necessarily a hotel stay in the same place. For many of these visitors, the other option is either a trip somewhere else or no trip at all. Timeshare ownership shifts that behavior into consistent, repeat visits to the same destination.

## B. Complement Effect: Extended Stays with Hotel Overflow

This pattern highlights the complementary relationship between timeshare and hotel demand. In many cases, visitors extend their stay beyond the length of their timeshare interval or travel in larger groups than their unit can accommodate. In both cases, hotels are used in conjunction with timeshare stays, generating additional TOT that would not exist without the timeshare as an anchor. This dynamic is supported by multiple data points.

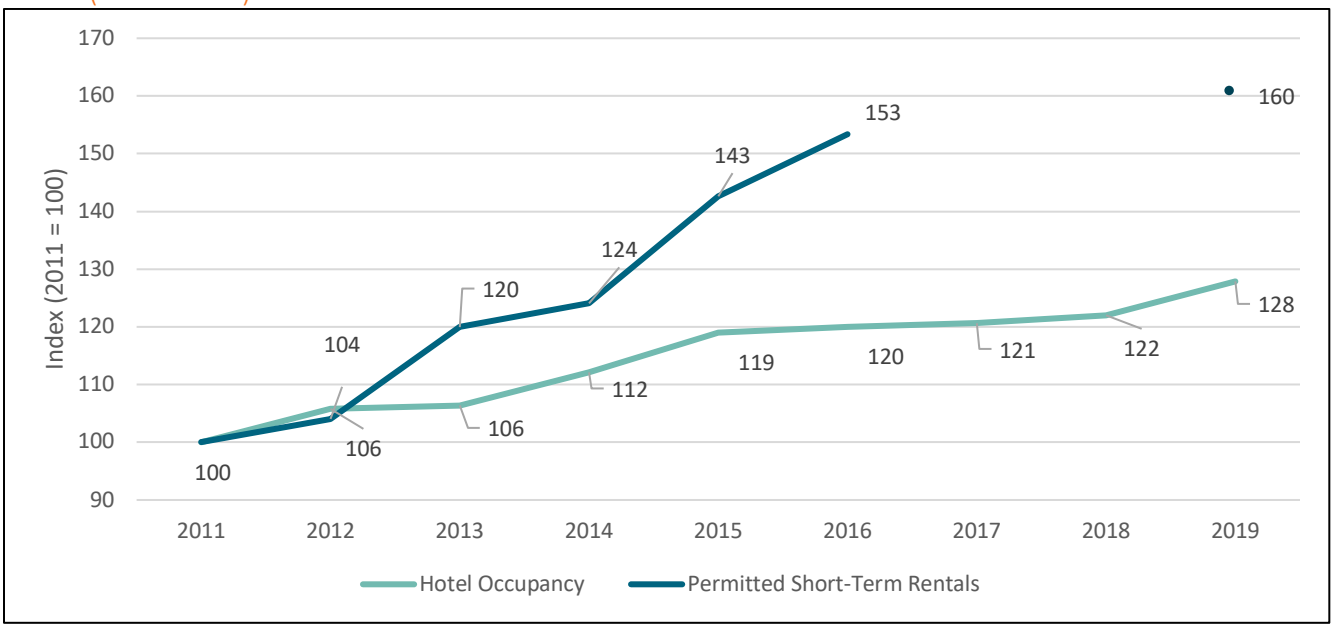
- Incremental hotel use during timeshare trips. Approximately 20.5% of timeshare visitor parties spend at least one night in a hotel or motel during the same trip (Rezak, 2002). Even with prepaid accommodations, timeshare visitors report an average of $135 in additional lodging expenditures per trip, reflecting discrete hotel transactions that are fully subject to TOT (Ragatz & Crotts, 2000).
- Larger travel parties drive additional demand for rooms. Timeshare travel parties average 3.6 persons, compared to 2.1 for typical domestic travelers, increasing the likelihood that additional hotel rooms are required to accommodate companions (Ragatz & Crotts, 2000).
- Broader market evidence reinforces this complementary relationship. In Aruba, hotel and timeshare inventory expanded in parallel over time, rather than one displacing the other, suggesting that the two accommodation types serve distinct but overlapping demand (Hahm et al., 2007). Timeshare units consistently accounted for 42–47% of total lodging inventory, while overall visitation and occupancy continued to grow. In Malta, total inbound tourist arrivals grew by around 34% following the onset of timeshare sales activity in the 1980s, while hotel occupancy (which had previously been in decline) improved substantially over the same period (Haylock, 1994).
- Timeshare development can also contribute to extending the tourism season. In Malta, timeshare activity helped shift visitation beyond the peak summer months into a longer shoulder season, while destinations such as Skagen, Denmark, evolved from highly seasonal markets into more year-round destinations following timeshare expansion (Haylock, 1994). From a fiscal perspective, this helps smooth tourism-related economic activity and reduces seasonal volatility in tax revenues.

  Local evidence of complementary growth patterns. A similar pattern can be seen in South Lake Tahoe. Between 2011 and 2016, permitted short-term rentals increased by about 50%, while hotel occupancy

rose by roughly 20%. Although data are limited for 2017-2018, by 2019, short-term rental activity was about 60% higher than in 2011, and hotel occupancy increased to approximately 128% of its 2011 level. While this does not establish a causal relationship, the fact that both accommodation types grew at the same time suggests that additional lodging supply does not necessarily come at the expense of hotels. Instead, these patterns suggest both a complementary relationship and a broader agglomeration effect: visitors may extend their trips beyond the length of their timeshare stay or travel in larger groups that require additional hotel rooms, while a wider range of accommodation options can make the destination more attractive overall and support higher levels of visitation.

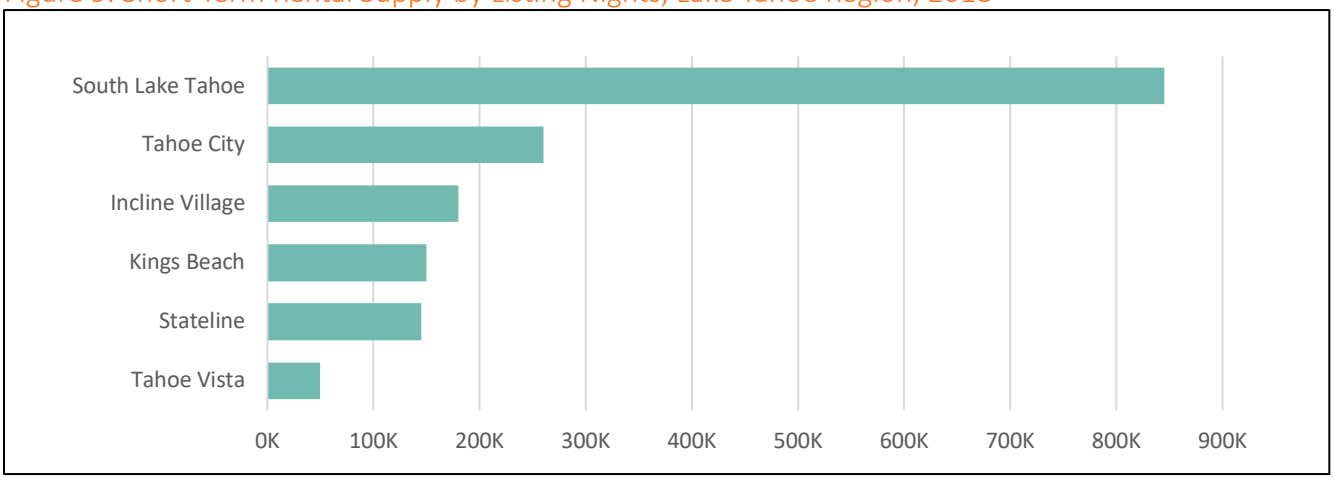
This interpretation is further supported by regional visitation patterns, which show a strong concentration of activity in South Lake Tahoe relative to surrounding submarkets, consistent with the role of destination scale and clustering in reinforcing overall tourism demand.

Figure 8. Indexed Growth in Hotel Occupancy and Permitted Short-Term Rentals, City of South Lake Tahoe (2011 = 100)




**Source: CoStar Group and Tahoe Prosperity Center (2019), South Shore Housing Needs Report. Analysis by Beacon Economics.**

Figure 9. Short-Term Rental Supply by Listing Nights, Lake Tahoe Region, 2018




**Source: AirDNA and Black (2023). Recreated and analyzed by Beacon Economics.**

## C. Behavioral Mechanism: Timeshare as a Commitment Device

- The increase in visitation following a timeshare purchase is not accidental; it reflects how the product is structured. Once purchased, a timeshare effectively acts as a commitment device, giving owners a built-in reason to travel that would not exist with traditional hotel stays. While purchase decisions are often driven by factors such as exchange flexibility (cited by over 80% of owners), satisfaction with resort quality (80%), perceived value (72%), and the ability to save on future accommodations (68%) (Hahm et al., 2007), the behavioral effect emerges after the purchase is made. Unlike hotel trips, which are decided one at a time, timeshare ownership comes with prepaid time and ongoing fees tied to a specific location or network. As a result, owners are more likely to take trips in order to "get their money's worth," even in years when they might not otherwise have taken a vacation.
- This structure aligns with the concept of a commitment device in the behavioral economics literature, where individuals voluntarily take on a cost in the present to influence their future behavior (Bryan et al., 2010). In this case, the commitment is relatively strong or a "hard" commitment. The upfront cost is difficult to recover, and recurring fees are incurred whether or not the unit is used. As a result, not traveling carries a clear financial cost, since unused time represents value that has already been paid for.
- The behavioral economics phenomenon of mental accounting provides further insight into how this structure translates into actual behavior (Thaler, 1999). Richard Thaler, commonly considered the father of behavioral economics, explicitly notes that this framework applies to timeshare vacation properties. Because payments are made well in advance of consumption, they are mentally processed and absorbed at the time they are incurred. By the time the owner is deciding whether to travel, the cost of the stay is

no longer perceived as a new outlay. Instead, the trip is experienced as something already paid for, effectively reducing the perceived cost to zero.

- At the same time, timeshare ownership creates a recurring incentive to use the asset. Each annual maintenance fee reactivates the financial cost and keeps it psychologically salient. In Thaler's framework, this reflects the tendency for individuals to avoid "closing" a mental account at a loss. Not using the timeshare does not simply mean skipping a vacation; it means recognizing that a payment has been made with nothing received in return. This makes non-use more difficult to justify and increases the likelihood that owners follow through on planned trips.
- While this behavior may resemble a sunk cost effect (Friedman et al., 2007), it is more accurately explained by mental accounting. Because the cost of the timeshare is paid in advance, not using the unit feels like a loss. This framing makes follow-through more likely and reinforces repeat visits.
- In practical terms, this shifts how decisions are made. Without ownership, choosing not to travel is essentially costless. With a timeshare, choosing not to travel means losing something that has already been paid for. This encourages follow-through and increases the likelihood that planned trips actually occur.
- Over time, this shifts travel behavior from occasional or discretionary trips to a more regular pattern of repeat visits. In practice, this means that once a visitor becomes a timeshare owner, they are likely to return to the destination consistently over multiple years, creating a stable and predictable base of demand.

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# Part IV. Economic and Fiscal Impact Analysis

## Literature Review on Economic and Fiscal Impact of Timeshares

Timeshare development affects local economies through both direct visitor spending and broader multiplier effects, with implications for employment, business activity, and public revenues. Prior research, including Haylock (1994), highlights that timeshare properties tend to support more stable, year-round visitation patterns relative to traditional lodging, contributing to consistent demand for local goods and services (Haylock, 1994).

In addition to influencing visitation patterns, timeshare users are associated with higher per-trip spending and longer stays, which can amplify their overall economic footprint. At the same time, the fiscal impacts differ from traditional hotel activity, as reduced TOT collections may be partially offset by increased spending in other taxable categories.

- Higher total trip spending. Average daily spending of timeshare visitors is roughly 27% higher per person, compared to all domestic travelers, according to a study published in 2000 (Ragatz & Crotts, 2000). Combined with larger travel parties and longer stays, this results in total per-party expenditures that are more than double the average domestic travel party.
- Broad economic impact. Timeshare activity generates significant local economic benefits beyond lodging.
    - Earlier research estimated that the industry contributed approximately $92 billion to the U.S. economy in 2005 (AIF, 2007). A 2008 study of Osceola County found that the timeshare segment generated $383 million in total economic output, supported more than 9,000 jobs, and produced $28 million in tax revenue. The sector's sales multiplier (1.49) slightly exceeded that of hotels (1.44), indicating that timeshare spending circulates broadly through the local economy (Croes, 2008).
    - More recent research continues to highlight the economic impact of the timeshare industry. ARDA's 2024 Economic Impact of the Timeshare Industry in the U.S. reports that in 2023, the industry supported 423,713 jobs, $28.9 billion in labor income, and $85.7 billion of output. The report calculates a multiplier of 2.4, meaning that for each dollar of direct output, the total impact on U.S. economic output is $2.40 (American Resort Development Association, 2024).

- California economic impact. A 2023 study of the timeshare industry in California finds that the sector supports approximately 23,565 jobs, $4.9 billion in total economic output, and nearly $1.7 billion in labor income (American Resort Development Association, 2024). Overall, roughly 6% of the industry's national economic contributions—across employment, labor income, and output—are generated in California.
- Fiscal trade-offs. While timeshare owners typically do not pay TOT when occupying their own units, they generate substantial taxable spending in other categories. In the Osceola example, timeshare visitors produced $125.3 million in food and beverage spending and $76.5 million in retail and gasoline expenditures, both of which contribute directly to the sales tax base.
    - At the national level, the timeshare industry supported approximately $10.8 billion in total tax revenues in 2023, including $6.2 billion in federal taxes, $2.5 billion in state taxes, and $2.2 billion in local taxes (Friedman et al., 2007).
    - In California, the industry supported approximately $0.4 billion in state and local tax revenues in 2023, representing around 9% of total state and local taxes generated by the industry nationwide (Croes, 2008).

## Economic and Fiscal Impacts of Occupancy Changes

***Impacts from Changes in Visitor Spending***

Building on the estimated net changes in occupied room nights from the timeshare conversion, this analysis evaluates the economic and fiscal impacts associated with the resulting changes in visitor activity. These changes in visitation translate into spending throughout South Lake Tahoe, generating direct economic activity that supports additional indirect and induced effects across the local economy. This section quantifies those impacts under four hotel-timeshare substitution scenarios.

The four scenarios are designed to capture a range of plausible outcomes based on two key dimensions: (1) how occupancy is measured (monthly averages versus more constrained daily "binding" occupancy), and (2) the extent of substitution between hotel stays and timeshare usage (no substitution versus partial substitution at 25%). Scenarios A and B reflect outcomes based on monthly average occupancy assumptions, while Scenarios C and D incorporate daily occupancy constraints, which result in more limited capacity during peak periods. Within each

set, the introduction of substitution (Scenarios B and D) reduces the net increase in visitor activity relative to the no-substitution cases (Scenarios A and C).[5]

Based on visitor spending data and average length of stay from Visit Lake Tahoe,[6] Beacon Economics estimates that visitors spend roughly $50 per person per day on average, excluding accommodations.[7,8] When combined with visitor spending patterns from Visit California for El Dorado County, the analysis indicates that more than half of non-accommodation spending is directed toward food and beverage purchases, followed by entertainment and retail. Transportation accounts for the smallest share, likely reflecting the high share of visitors who rely on personal vehicles rather than paid transportation services.

### Table 2. Modeled Changes in Room Nights and Visitor Nights

| Scenario | Description | Net Change in Occupied Rooms | Net New Visitor Nights |
|---|---|---|---|
| A | **Monthly** Occupancy (No Substitution) | 7,008 | 24,528 |
| B | **Monthly** Occupancy (25% Substitution) | 5,256 | 18,396 |
| C | **Daily** Occupancy (Binding + No Substitution) | 6,315 | 22,103 |
| D | **Daily** Occupancy (Binding + 25% Substitution) | 4,563 | 15,971 |

**Source: Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics.**
**Note: Net new visitor nights are estimated by multiplying net new room nights by an assumed average of 3.5 visitors per occupied room. Timeshare units at the resort are expected to house between three and six occupants, making 3.5 a conservative assumption.**

### Table 3. Average Spending per Visitor per Day by Category Type ($)

| Spending Category | Average |
|---|---|
| Food and Beverage | $24.32 |
| Entertainment | $10.94 |
| Retail Merchandise | $7.07 |
| Transportation | $6.33 |
| Total | $48.65 |

**Source: Visit Lake Tahoe; Visit California. Analysis by Beacon Economics.**

[5] Additional 50% substitution scenarios are provided in the appendix as a conservative upper-bound case and are not considered likely outcomes.

[6] The Lake Tahoe Visitors Authority "Visit Lake Tahoe" publishes monthly destination reports on tourism activity in the City of South Lake Tahoe. Beacon Economics utilized visitor spending and length-of-stay data reported therein; underlying sources cited in these reports include Visa and Datafy. Using these data, Beacon Economics was able to estimate average daily visitor spending over calendar year 2025.

[7] The assumed $50 in daily spending per visitor reflects average visitor behavior. Timeshare users typically spend more per trip, suggesting this estimate is conservative; however, no adjustment was made due to limited local data.

[8] Visitor spending excludes accommodations to avoid double counting. Because changes in occupied room nights are used to estimate visitation in this analysis, lodging represents the underlying driver of impacts rather than an additional source of spending. Including accommodation expenditures would therefore count the same activity as both an input and an output.

The economic impact model consists of two regions: the City of South Lake Tahoe and the remainder of El Dorado County.[9] All direct visitor spending is assumed to occur within the City. As a result, the County captures economic impacts only through secondary effects, including supply chain activity and household spending generated by increased visitor activity in the City of South Lake Tahoe.

To align visitor expenditures with underlying economic activity, Beacon Economics applied an industry aggregation approach, grouping spending categories into representative industries, such as food and beverage (including full-service restaurants, limited-service restaurants, other food services, and food and beverage retail).

Direct spending is then estimated for each of the four substitution scenarios, with higher spending levels corresponding to those that generate more net new visitors. However, direct visitor spending does not fully translate into local economic impact. A significant share of this spending occurs in retail-oriented industries, which are associated with higher margins and economic leakage due to non-local production. For example, many retail goods sold in the Lake Tahoe region are produced elsewhere and imported for local sale. In these cases, only the retail margin captured at the point of sale is counted as local economic activity, while the remainder of the purchase value leaks to production and supply chains located outside the study region. As a result, a portion of spending flows outside the local economy, leading to downward adjustments in total local impacts.

Table 4. Direct Visitor Spending per Day by Category Under Substitution Scenario ($)

| Spending Category | Scenario A | Scenario B | Scenario C | Scenario D |
|---|---|---|---|---|
| **Net New Visitors** | **24,528** | **18,396** | **22,103** | **15,971** |
| Food and Beverage | $596,407 | $447,305 | $537,430 | $388,328 |
| Entertainment | $268,224 | $201,168 | $241,700 | $174,644 |
| Retail Merchandise | $173,497 | $130,123 | $156,341 | $112,966 |
| Transportation | $155,190 | $116,393 | $139,844 | $101,046 |
| **Total** | **$1,193,318** | **$894,988** | **$1,075,314** | **$776,985** |

**Source: Visit Lake Tahoe; Visit California. Analysis by Beacon Economics. Note: Direct spending is estimated by multiplying the number of net new visitors by average daily spending amounts by category. (Totals may not sum exactly due to rounding).**

The estimated increase in visitor activity generates measurable gains in local economic activity, reflecting both the direct effects of new spending and the secondary effects that ripple through the City of South Lake Tahoe's economy. Under the highest visitation scenario, this activity supports approximately $1.08 million in total economic output, along with $632,000 in value added and $391,000 in labor income, and sustains 19 jobs. Even

[9] Results for Remainder of El Dorado County are in the Appendix.

under more conservative assumptions, the impacts remain positive, with output ranging from $706,000 to $977,000 and supporting between 9 and 17 jobs depending on the degree of substitution.

These results demonstrate that incremental increases in occupied room nights can translate into tangible economic benefits for the local economy. While the magnitude of impacts varies based on substitution assumptions, all scenarios produce net positive outcomes, reinforcing that the timeshare conversion is expected to contribute to local business activity, support jobs, and generate earnings for workers across the city.

Table 5. Economic Impact of Timeshare Visitor Spending by Substitution Scenario, City of South Lake Tahoe ($K)

| Economic Indicator | Scenario A | Scenario B | Scenario C | Scenario D |
|---|---|---|---|---|
| Net New Visitors | 24,528 | 18,396 | 22,103 | 15,971 |
| Output | $1,084.7 | $813.3 | $977.4 | $705.8 |
| Value Added | $632.4 | $474.1 | $569.8 | $411.5 |
| Labor Income | $390.7 | $292.9 | $352.0 | $254.2 |
| Employment | 19 | 11 | 17 | 9 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts.**

The increase in visitor spending also generates meaningful fiscal benefits for both local and state governments. Across the scenarios, total state and local tax revenues range from approximately $127,000 to $195,000, reflecting the same variation in visitation levels observed in the economic impact results. Property and sales taxes account for the largest share of these revenues, driven by increased business activity and taxable transactions within the City, while smaller contributions accrue through income, corporate, and social insurance taxes as employment and earnings expand. Importantly, because these estimates include both direct and secondary effects, they capture not only taxes generated by visitor-facing businesses but also those supported through supply chain activity and household spending.

At the City level, these fiscal impacts are also positive across all scenarios, though smaller in magnitude given the narrower tax base. As shown in Table 6b, total City tax revenues from visitor spending range from approximately $43,500 to $67,000 annually. Property tax revenues account for the largest share ($33,000 to $51,000), followed by sales tax revenues ($5,200 to $7,900), with additional contributions from other local sources. Similar to the broader state and local results, these revenues reflect both direct visitor spending and the indirect and induced effects that ripple through the local economy.

Table 6a. Fiscal Impact of Timeshare Visitor Spending by Substitution Scenario ($), State and Local

| Tax Type | Scenario A | Scenario B | Scenario C | Scenario D |
|---|---|---|---|---|
| Net New Visitors | 24,528 | 18,396 | 22,103 | 15,971 |
| Sales Tax | $62,315 | $46,730 | $56,152 | $40,563 |
| Property Tax | $83,183 | $62,380 | $74,956 | $54,148 |
| Income Tax | $7,574 | $5,678 | $6,824 | $4,928 |
| Social Insurance Tax | $3,763 | $2,822 | $3,391 | $2,449 |
| Corporate Profits Tax | $9,558 | $7,165 | $8,613 | $6,217 |
| Other | $28,273 | $21,202 | $25,476 | $18,404 |
| Total | $194,665 | $145,977 | $175,412 | $126,710 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. (Totals may not sum exactly due to rounding).**

Table 6b. Fiscal Impact of Timeshare Visitor Spending by Substitution Scenario ($), City of South Lake Tahoe

| Tax Type | Scenario A | Scenario B | Scenario C | Scenario D |
|---|---|---|---|---|
| **Sales Tax** | $7,912 | $5,934 | $7,130 | $5,151 |
| **Property Tax** | $50,717 | $38,033 | $45,701 | $33,014 |
| **Other** | $8,172 | $6,128 | $7,364 | $5,319 |
| **Total** | $66,801 | $50,095 | $60,195 | $43,484 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. (Totals may not sum exactly due to rounding).**

***Changes in Transient Occupancy Tax Revenue***

In contrast, the TOT results are more sensitive to assumptions about how much timeshare use displaces traditional hotel stays. Under the monthly no-substitution scenario, the increase in taxable room nights generates approximately $33,200 in additional TOT revenue. The negative TOT outcomes shown in the substitution scenarios reflect a 25% substitution assumption, meaning that one-quarter of timeshare use is assumed to come at the expense of existing hotel demand.

While the model shows potential reductions in TOT revenue under this substation assumption, these outcomes should be interpreted with caution. The broader analysis indicates that the conversion continues to generate net new visitation, suggesting that actual displacement of hotel demand is likely to be lower than assumed.[10]

Table 7. Estimated TOT Impact from Changes in Taxable Room Nights by Substitution Scenario, City of South Lake Tahoe

| Scenario | Change in Taxable Room Nights | TOT Impact (14%) ($) |
|---|---|---|
| A: Monthly (No Substitution) | 1,170 | $33,156 |
| B: Monthly (25% Substitution) | -528 | -$14,963 |
| C: Daily (No Substitution) | 477 | $13,518 |
| D: Daily (25% Substitution) | -1,275 | -$36,132 |

**Source: CoStar Group; Margaritaville Resort Lake Tahoe; City of South Lake Tahoe. Analysis by Beacon Economics. Note: Estimates based on an average daily room rate of $202.42 and a 14% (12% base + 2% Measure P) TOT applied to taxable room revenue.**

## Economic and Fiscal Impact of Timeshare Real Estate Transactions

The conversion and sale of the resort's 24 hotel rooms are expected to generate local spending in the City of South Lake Tahoe. Activities associated with these transactions, including loan origination, appraisal services, real estate brokerage, escrow and legal services, and property inspections, create demand for local goods and services. This spending circulates through the local economy, generating additional indirect and induced economic activity.

These transaction-related costs were estimated by applying industry cost shares to the average unit sale price and allocating each component to its corresponding industry using NAICS classifications. Importantly, the purchase price of the timeshare units is excluded from this analysis, as it represents a transfer of existing assets rather than new economic activity and therefore does not generate a net economic impact. The resulting per-unit spending of approximately $35,585 translates to roughly $854,000 in total direct spending across all 24 units, with inputs

[10] Preliminary estimates by the City of South Lake Tahoe suggest a reduction in Transient Occupancy Tax (TOT) revenue of approximately $930,000 annually under a full 140-room conversion at the Margaritaville Resort. This estimate is based on a proportional allocation methodology, in which total property-level TOT revenue is distributed according to the share of rooms removed from transient use (approximately 35% in the case of 140 rooms). Applied to a 24-room conversion (approximately 6.0% of the hotel's inventory), this approach implies an annual TOT reduction of roughly $160,000. However, this method implicitly assumes full (100%) occupancy of hotel rooms and does not account for observed occupancy levels (approximately 54%), timeshare occupancy rates (typically around 80% based on industry research), or the share of timeshare units rented to transient guests (approximately 17%). As a result, this approach overstates potential TOT losses and does not reflect expected operating conditions.

modeled by industry to capture how these expenditures circulate through the local economy and generate indirect and induced effects.

This transaction-related spending supports a total of five jobs in the City of South Lake Tahoe and generates approximately $986,600 in total economic output. Of this, $854,000 reflects direct activity tied to real estate and financial service providers, while an additional $132,600 is generated through indirect and induced effects as these businesses purchase inputs and workers spend their earnings locally. In total, this activity produces $212,500 in labor income and contributes approximately $393,000 in value added, representing its contribution to the City of South Lake Tahoe's economy.

Table 8. Economic Impact of Timeshare Real Estate Transactions, City of South Lake Tahoe ($K)

| Impact Type | Employment | Labor Income | Value Added | Output |
|---|---|---|---|---|
| Direct | 4 | $180.9 | $327.6 | $854.0 |
| Indirect | 1 | $28.1 | $48.7 | $110.4 |
| Induced | 0 | $3.4 | $16.7 | $22.2 |
| Total | 5 | $212.5 | $393.0 | $986.6 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). (Totals may not sum exactly due to rounding).**

This transaction-related activity generates state and local tax revenues through both direct spending associated with real estate transactions and the secondary economic activity those transactions support. Excluding property tax effects, the conversion is expected to generate meaningful tax revenues across several major categories, including sales taxes, corporate profits taxes, and income taxes, with additional contributions from social insurance and other taxes reflecting broader economic activity.

Property tax implications of the conversion are inherently more complex and depend on how assessed values are treated following timeshare unit formation and subsequent sales. Under California's Proposition 13 framework, the act of "timeshare conversion" itself does not trigger reassessment. Instead, the existing assessed value of the hotel would be allocated across the newly created units, with reassessment occurring only on the sale of individual units, at which point those units would be assessed at their transaction price.

Because the anticipated sale price of the converted units, approximately $550,000 each, will exceed the implied per-room assessed value based on current tax records, these transactions will increase assessed value on a per-unit basis. As units are sold, property tax revenues to the City will increase accordingly, while the remainder of the hotel would continue to be taxed based on the remainder of its existing assessed value, subject to annual

Proposition 13 adjustments. However, the magnitude of this increase ultimately depends on the relationship between market sale prices and assessed values.

Table 9a. Fiscal Impact of Timeshare Real Estate Transactions ($), State and Local

| Tax Type | Direct | Indirect | Induced | Total |
|---|---|---|---|---|
| Sales Tax | $8,789 | $1,152 | $654 | $10,595 |
| Property Tax | $73,948[11] | $1,542 | $871 | $76,361 |
| Income Tax | $3,798 | $400 | $27 | $4,225 |
| Social Insurance Tax | $455 | $111 | $18 | $584 |
| Corporate Profits Tax | $3,829 | $549 | $361 | $4,739 |
| Transfer Tax | $14,520 | - | - | $14,520 |
| Other | $4,098 | $533 | $294 | $4,926 |
| Total | **$35,489** | **$4,287** | **$2,225** | **$115,950** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). (Totals may not sum exactly due to rounding).**

Table 9b. Fiscal Impact of Timeshare Real Estate Transactions ($), City of South Lake Tahoe

| Tax Type | Direct | Indirect | Induced | Total |
|---|---|---|---|---|
| **Sales Tax** | $1,116 | $146 | $83 | $1,345 |
| **Property Tax** | $3,697 | $940 | $531 | $5,168 |
| **Transfer Tax** | $7,260 | - | - | $7,260 |
| **Other** | $1,153 | $151 | $86 | $1,390 |
| Total | **$13,226** | **$1,237** | **$700** | **$15,163** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). (Totals may not sum exactly due to rounding).**

## Overall Economic and Fiscal Impacts

***Total Economic Impact***

When combining the effects of increased visitor spending and real estate transactions, the proposed conversion generates substantial economic benefits across all scenarios. Total economic output is estimated to range from

[11] Marginal property tax revenue estimated based on Margaritaville Resort's current assessed value of $107,136,670, property tax rate of 1.09%, and expected sales price of timeshare units of $550k.

approximately $1.7 million to $2.1 million, with $800,000 to $1 million in value added. These impacts support between 14 and 24 total jobs and $467,000 to $603,000 in labor income within the City of South Lake Tahoe.

Table 10. Total Economic Impact from Timeshare Conversion (New Visitor Spending plus Real Estate Transactions) ($K), City of South Lake Tahoe[12]

| Economic Indicator | Scenario A | Scenario B | Scenario C | Scenario D |
|---|---|---|---|---|
| Net New Visitors | 24,528 | 18,396 | 22,103 | 15,971 |
| Output (from Visitor Spending) | $1,084.7 | $813.3 | $977.4 | $705.8 |
| Output (from RE Transactions) | $986.6 | $986.6 | $986.6 | $986.6 |
| Total Output | $2,071.30 | $1,799.9 | $1,964.00 | $1,692.4 |
| Value Added (from Visitor Spending) | $632.4 | $474.1 | $569.8 | $411.5 |
| Value Added (from RE Transactions) | $393.0 | $393.0 | $393.0 | $393.0 |
| Total Value Added | $1,025.40 | $867.1 | $962.80 | $804.5 |
| Labor Income (from Visitor Spending) | $390.7 | $292.9 | $352.0 | $254.2 |
| Labor Income (from RE Transactions) | $212.5 | $212.5 | $212.5 | $212.5 |
| Total Labor Income | $603.20 | $505.4 | $564.50 | $466.7 |
| Employment (from Visitor Spending) | 19 | 11 | 17 | 9 |
| Employment (from RE Transactions) | 5 | 5 | 5 | 5 |
| Total Employment | 24 | 16 | 22 | 14 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). (Totals may not sum exactly due to rounding).**

***Net Fiscal Impact***

When considering total state and local tax revenues from visitor spending, real estate transactions, and documentary transfer taxes, the proposed conversion generates positive fiscal impacts across all scenarios. Total tax revenues are estimated to range from approximately $243,000 to $311,000, driven primarily by property and sales tax revenues associated with increased visitor activity and unit sales. Property tax revenues represent the largest component, ranging from approximately $131,000 to $160,000, followed by sales tax revenues between approximately $51,000 and $73,000. Real estate transactions provide a consistent contribution across scenarios, including approximately $14,500 in documentary transfer tax revenues at the state and local levels.

[12] The economic impacts from visitor spending reflect ongoing annual activity, while the impacts from real estate transactions occur at the time of unit sales; here, consistent with earlier assumptions, we treat those sales as a one-time event, and if all units are sold within a single year, the totals below can be interpreted as the "Year 1" combined economic impact from both visitor activity and condo sales.

Table 11a. Net Fiscal Impact from Timeshare Conversion (New Visitor Spending plus TOT plus Real Estate Transactions) ($), State and Local[13]

| Tax Type | Scenario A | Scenario B | Scenario C | Scenario D |
|---|---|---|---|---|
| Net New Visitors | 24,528 | 18,396 | 22,103 | 15,971 |
| Sales Tax (from Visitor Spending) | $62,315 | $46,730 | $56,152 | $40,563 |
| Sales Tax (from RE Transactions) | $10,595 | $10,595 | $10,595 | $10,595 |
| Total Sales Tax | $72,910 | $57,325 | $66,747 | $51,158 |
| Property Tax (from Visitor Spending) | $83,183 | $62,380 | $74,956 | $54,148 |
| Property Tax (from RE Transactions) | $76,361 | $76,361 | $76,361 | $76,361 |
| Total Property Tax | $159,544 | $138,741 | $151,317 | $130,509 |
| Income Tax (from Visitor Spending) | $7,574 | $5,678 | $6,824 | $4,928 |
| Income Tax (from RE Transactions) | $4,225 | $4,225 | $4,225 | $4,225 |
| Total Income Tax | $11,799 | $9,903 | $11,049 | $9,153 |
| Social Insurance Tax (from Visitor Spending) | $3,763 | $2,822 | $3,391 | $2,449 |
| Social Insurance Tax (from RE Transactions) | $584 | $584 | $584 | $584 |
| Total Social Insurance Tax | $4,347 | $3,406 | $3,975 | $3,033 |
| Corporate Profits Tax (from Visitor Spending) | $9,558 | $7,165 | $8,613 | $6,217 |
| Corporate Profits Tax (from RE Transactions) | $4,739 | $4,739 | $4,739 | $4,739 |
| Total Corporate Profits Tax | $14,297 | $11,904 | $13,352 | $10,956 |
| Other (from Visitor Spending) | $28,273 | $21,202 | $25,476 | $18,404 |
| Other (from RE Transactions) | $4,926 | $4,926 | $4,926 | $4,926 |
| Total Other | $33,199 | $26,128 | $30,402 | $23,330 |
| Total Documentary Transfer Tax | $14,520 | $14,520 | $14,520 | $14,520 |
| Overall | $310,616 | $261,927 | $291,362 | $242,660 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). (Totals may not sum exactly due to rounding).**

At the city level, total fiscal impacts—including TOT and the City's share of documentary transfer taxes—range from approximately $22,500 to $115,000 across scenarios. Property tax revenues remain the largest consistent contributor, followed by sales tax and other local revenues. As shown earlier, TOT impacts on the City vary across scenarios and are highly sensitive to assumptions regarding the degree of substitution between hotel stays and timeshare use. Estimated impacts range from an increase of approximately $33,000 to a decrease of approximately $36,000 annually. Scenarios showing declines reflect more conservative assumptions in which

[13] The fiscal impacts from visitor spending reflect ongoing annual activity, while the impacts from real estate transactions occur at the time of unit sales; here, consistent with earlier assumptions, we treat those sales as a one-time event, and if all units are sold within a single year, the totals below can be interpreted as the "Year 1" combined fiscal impact from both visitor activity and condo sales.

timeshare use displaces a significant share of hotel stays. Actual TOT impacts are expected to fall within this range and are unlikely to represent a material fiscal loss to the City.

Table 11b. Net Fiscal Impact from Timeshare Conversion (New Visitor Spending plus TOT plus Real Estate Transactions) ($), City of South Lake Tahoe

| Tax Type | Scenario A | Scenario B | Scenario C | Scenario D |
|---|---|---|---|---|
| Net New Visitors | 24,528 | 18,396 | 22,103 | 15,971 |
| Sales Tax (from Visitor Spending) | $7,912 | $5,934 | $7,130 | $5,151 |
| Sales Tax (from RE Transactions) | $1,345 | $1,345 | $1,345 | $1,345 |
| Total Sales Tax | $9,257 | $7,279 | $8,475 | $6,496 |
| Property Tax (from Visitor Spending) | $50,717 | $38,033 | $45,701 | $33,014 |
| Property Tax (from RE Transactions) | $5,168 | $5,168 | $5,168 | $5,168 |
| Total Property Tax | $55,885 | $43,201 | $50,869 | $38,182 |
| Other (from Visitor Spending) | $8,172 | $6,128 | $7,364 | $5,319 |
| Other (from RE Transactions) | $1,390 | $1,390 | $1,390 | $1,390 |
| Total Other | $9,562 | $7,518 | $8,754 | $6,709 |
| Transient Occupancy Tax (Net Change) | $33,156 | -$14,963 | $13,518 | -$36,132 |
| Documentary Transfer Tax | $7,260 | $7,260 | $7,260 | $7,260 |
| Overall | **$115,120** | **$50,295** | **$88,876** | **$22,515** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). (Totals may not sum exactly due to rounding).**

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# Appendix

## Economic and Fiscal Impact Methodology

Beacon Economics conducted the economic and fiscal impact analysis using an input-output modeling framework to estimate how spending associated with the proposed timeshare conversion circulates through the local economy. This includes both one-time real estate transaction activity and ongoing visitor spending associated with timeshare use. The analysis is based on IMPLAN 2024 data, with all results reported in 2026 dollars. IMPLAN is a widely used, industry-standard economic modeling system that incorporates data from the U.S. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau to represent regional economic relationships and production patterns. The model captures how initial expenditures generate additional economic activity through inter-industry linkages and household spending. Specifically, the analysis includes three effects:

- Direct effects, representing initial spending, including real estate transaction-related services and visitor expenditures in the local economy.
- Indirect effects, reflecting business-to-business purchases as firms respond to increased demand.
- Induced effects, capturing household spending generated by wages earned through direct and indirect activity.

Economic impacts are reported across four standard measures. Output represents the total value of goods and services produced. Value added reflects the contribution to regional gross domestic product and includes labor income, business profits, and taxes on production. Labor income includes wages, salaries, and benefits paid to workers. Employment is measured as the number of jobs supported, including full-time and part-time positions.

Fiscal impacts are estimated within the same framework and include state and local tax revenues generated through economic activity. These include sales taxes, income taxes, corporate profits taxes, social insurance contributions, and other taxes associated with production and household spending. Property tax impacts related to real estate transactions are treated separately due to the institutional features of California's property tax system, particularly under Proposition 13, which limits reassessment to changes in ownership.

The analysis reflects current economic conditions and industry relationships as captured in the IMPLAN dataset. As with all input-output models, results represent estimates rather than forecasts and assume that production relationships, spending patterns, and tax structures remain consistent over the period analyzed.

## Economic and Fiscal Impacts: High Substitution Scenarios

In addition to the four scenarios presented in the main report, we also modeled two additional scenarios assuming a 50% substitution rate. Under this assumption, half of timeshare buyers are "new or infrequent" visitors, while the remaining half are existing repeat visitors who would have otherwise stayed in hotels.

These scenarios are included in the appendix for completeness. However, it is important to note that they represent unlikely outcomes and should be interpreted as conservative, upper-bound ("worst case") substitution scenarios, rather than expected results.

More broadly, the analysis throughout the report is already intentionally conservative in several key respects. For example, per-visitor spending assumptions are modest relative to the literature, which consistently finds that timeshare owners tend to have higher incomes and spend more than typical tourists. Similarly, the assumption of 3.5 visitors per unit is conservative, given that units can accommodate up to six occupants. In addition, the use of daily occupancy data (as opposed to monthly averages) provides a more constrained estimate of utilization.

Even under these conservative substitution scenarios, while there are projected reductions in TOT revenues, the results continue to show positive economic impacts, including increases in output, labor income, and overall economic activity. As shown in the appendix tables, these effects are driven by net new visitor spending as well as broader economic activity associated with the conversion.

Table A1. Estimated Occupancy Changes for Margaritaville Following Timeshare Conversion

| | Assuming 80% of timeshares are occupied | |
|---|---|---|
| | Using Monthly* | Using Daily** |
| | 50% Sub | 50% Sub |
| Hotel room nights total (current) | 145,635 | 145,635 |
| Hotel room nights occupied (current) | 78,992 | 81,059 |
| Gain in timeshare room nights | 8,760 | 8,760 |
| Timeshare room nights occupied by non-renters | 5,838 | 5,838 |
| Binding room nights | - | -693 |
| Change in hotel occupied rooms due to substitution | -3,504 | -3,504 |
| **Total change in hotel rooms occupied** | **-3,504** | **-4,197** |
| 80% timeshare occupancy | 7,008 | 7,008 |
| Total change in hotel rooms occupied | -3,504 | -4,197 |
| **Net change in occupied rooms (hotel and timeshare)** | **3,504** | **2,811** |
| Timeshare room nights occupied by renters | 1,170 | 1,170 |
| Total change in hotel rooms occupied | -3,504 | -4,197 |
| **Net change in taxable rooms** | **-2,334** | **-3,027** |

**Source: Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics. Note: Although the net change in occupied rooms differs, total timeshare occupancy is unchanged. As a result, the number of timeshare room nights occupied by renters and non-renters remains constant. *Monthly refers to occupancy levels as based on monthly occupancy data from CoStar. **Daily refers to occupancy levels as based on daily occupancy data from CoStar.**

## Table A2. Modeled Changes in Room Nights and Visitor Nights

| Scenario | Description | Net Change in Occupied Rooms | Net New Visitor Nights |
|---|---|---|---|
| E | **Monthly** Occupancy (50% Substitution) | 3,504 | 12,264 |
| F | **Daily** Occupancy (Binding + 50% Substitution) | 2,811 | 9,839 |

**Source: Margaritaville Resort Lake Tahoe. Analysis by Beacon Economics.**
**Note: Net new visitor nights are estimated by multiplying net new room nights by an assumed average of 3.5 visitors per occupied room. Timeshare units at the resort are expected to house between 3 and 6 occupants, making 3.5 a conservative assumption.**

## Table A3. Direct Visitor Spending per Day by Category Under Substitution Scenario ($)

| Spending Category | Scenario E | Scenario F |
|---|---|---|
| **Net New Visitors** | **12,264** | **9,839** |
| Food and Beverage | $134,112 | $239,227 |
| Entertainment | $240,931 | $107,588 |
| Retail Merchandise | $57,273 | $69,592 |
| Transportation | $77,595 | $62,249 |
| **Total** | **$86,749** | **$478,655** |

**Source: Visit Lake Tahoe; Visit California. Analysis by Beacon Economics.**
**Note: Direct spending is estimated by multiplying the number of net new visitors by average daily spending amounts by category. (Totals may not sum exactly due to rounding).**

## Table A4. Economic Impact of Timeshare Visitor Spending by Substitution Scenario, City of South Lake Tahoe ($K)

| Economic Indicator | Scenario E | Scenario F |
|---|---|---|
| **Net New Visitors** | **12,264** | **9,839** |
| Output | $541.9 | $434.4 |
| Value Added | $315.9 | $253.2 |
| Labor Income | $195.2 | $156.5 |
| Employment | 10 | 8 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts.**

## Table A5. Fiscal Impact of Timeshare Visitor Spending by Substitution Scenario ($), State and Local

| Tax Type | Scenario E | Scenario F |
|---|---|---|
| Net New Visitors | 12,264 | 9,839 |
| Sales Tax | $31,147 | $24,980 |
| Property Tax | $41,578 | $33,346 |
| Income Tax | $3,784 | $3,033 |
| Social Insurance Tax | $1,880 | $1,507 |
| Corporate Profits Tax | $4,773 | $3,824 |
| Other | $14,132 | $11,334 |
| Total | $97,293 | $78,024 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. (Totals may not sum exactly due to rounding).**

## Table A6. Fiscal Impact of Timeshare Visitor Spending by Substitution Scenario ($), City of South Lake Tahoe

| Tax Type | Scenario E | Scenario F |
|---|---|---|
| **Sales Tax** | $3,955 | $3,172 |
| **Property Tax** | $25,350 | $20,331 |
| **Other** | $4,085 | $3,276 |
| **Total** | $33,390 | $26,779 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. (Totals may not sum exactly due to rounding).**

## Table A7. Estimated TOT Impact from Changes in Taxable Room Nights by Substitution Scenario, City of South Lake Tahoe

| Scenario | Change in Taxable Room Nights | TOT Impact (14%) ($) |
|---|---|---|
| C: Monthly (50% Substitution) | -2,334 | -$66,143 |
| F: Daily (50% Substitution) | -3,027 | -$85,782 |

**Source: CoStar Group; Margaritaville Resort Lake Tahoe; City of South Lake Tahoe. Analysis by Beacon Economics. Note: Estimates based on an average daily room rate of $202.42 and a 14% (12% base + 2% Measure P) TOT applied to taxable room revenue.**

## Table A8. Total Economic Impact from Timeshare Conversion (New Visitor Spending plus Real Estate Transactions) ($K), City of South Lake Tahoe[14]

| Economic Indicator | Scenario E | Scenario F |
|---|---|---|
| Net New Visitors | 12,264 | 9,839 |
| Output (from Visitor Spending) | $541.9 | $434.4 |
| Output (from RE Transactions) | $986.6 | $986.6 |
| Total Output | $1,528.5 | $1,421.0 |
| Value Added (from Visitor Spending) | $315.9 | $253.2 |
| Value Added (from RE Transactions) | $393.0 | $393.0 |
| Total Value Added | $708.9 | $646.2 |
| Labor Income (from Visitor Spending) | $195.2 | $156.5 |
| Labor Income (from RE Transactions) | $212.5 | $212.5 |
| Total Labor Income | $407.7 | $369.0 |
| Employment (from Visitor Spending) | 10 | 8 |
| Employment (from RE Transactions) | 5 | 5 |
| Total Employment | 15 | 13 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). (Totals may not sum exactly due to rounding).**

## Table A9. Net Fiscal Impact from Timeshare Conversion (New Visitor Spending plus TOT plus Real Estate Transactions) ($), State and Local[15]

| Tax Type | Scenario E | Scenario F |
|---|---|---|
| Net New Visitors | 12,264 | 9,839 |
| Sales Tax (from Visitor Spending) | $31,147 | $24,980 |
| Sales Tax (from RE Transactions) | $10,595 | $10,595 |
| Total Sales Tax | $41,742 | $35,575 |
| Property Tax (from Visitor Spending) | $41,578 | $33,346 |
| Property Tax (from RE Transactions) | $76,361 | $76,361 |
| Total Property Tax | $117,939 | $109,707 |
| Income Tax (from Visitor Spending) | $3,784 | $3,033 |
| Income Tax (from RE Transactions) | $4,225 | $4,225 |
| Total Income Tax | $8,009 | $7,258 |
| Social Insurance Tax (from Visitor Spending) | $1,880 | $1,507 |

[14] The economic impacts from visitor spending reflect ongoing annual activity, while the impacts from real estate transactions occur at the time of unit sales; here, consistent with earlier assumptions, we treat those sales as a one-time event, and if all units are sold within a single year, the totals below can be interpreted as the "Year 1" combined economic impact from both visitor activity and condo sales.

[15] The fiscal impacts from visitor spending reflect ongoing annual activity, while the impacts from real estate transactions occur at the time of unit sales; here, consistent with earlier assumptions, we treat those sales as a one-time event, and if all units are sold within a single year, the totals below can be interpreted as the "Year 1" combined fiscal impact from both visitor activity and condo sales.

| | | |
|---|---|---|
| Social Insurance Tax (from RE Transactions) | $584 | $584 |
| Total Social Insurance Tax | $2,464 | $2,091 |
| Corporate Profits Tax (from Visitor Spending) | $4,773 | $3,824 |
| Corporate Profits Tax (from RE Transactions) | $4,739 | $4,739 |
| Total Corporate Profits Tax | $9,512 | $8,563 |
| Other (from Visitor Spending) | $14,132 | $11,334 |
| Other (from RE Transactions) | $4,926 | $4,926 |
| Total Other | $19,058 | $16,260 |
| Total Documentary Transfer Tax | $14,520 | $14,520 |
| Overall | **$213,244** | **$193,974** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). (Totals may not sum exactly due to rounding).**

## Table A10. Net Fiscal Impact from Timeshare Conversion (New Visitor Spending plus TOT plus Real Estate Transactions) ($), City of South Lake Tahoe

| Tax Type | Scenario E | Scenario F |
|---|---|---|
| Net New Visitors | 12,264 | 9,839 |
| Sales Tax (from Visitor Spending) | $3,955 | $3,172 |
| Sales Tax (from RE Transactions) | $1,345 | $1,345 |
| Total Sales Tax | $5,300 | $4,517 |
| Property Tax (from Visitor Spending) | $25,350 | $20,331 |
| Property Tax (from RE Transactions) | $5,168 | $5,168 |
| Total Property Tax | $30,518 | $25,499 |
| Other (from Visitor Spending) | $4,085 | $3,276 |
| Other (from RE Transactions) | $1,390 | $1,390 |
| Total Other | $5,475 | $4,666 |
| Transient Occupancy Tax (Net Change) | -$66,143 | -$85,782 |
| Documentary Transfer Tax | $7,260 | $7,260 |
| Overall | **-$17,590** | **-$43,840** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). (Totals may not sum exactly due to rounding).**

## Timeshare Visitor Impact: Rest of El Dorado County Spillover Effects

The tables below present the estimated economic and fiscal impacts of timeshare-related visitor spending on the rest of El Dorado County under all six modeled scenarios. These impacts represent spillover effects occurring outside the City of South Lake Tahoe, reflecting how visitor spending supports economic activity more broadly across the region.

Across all scenarios, additional visitor spending generates positive economic activity in the rest of the county, including increases in output, value added, labor income, and employment, as well as associated state and local tax revenues. As expected, the magnitude of these impacts varies with the level of net new visitor activity under each scenario, with more conservative assumptions (e.g., higher substitution cases) resulting in smaller, but still positive, spillover effects.

### Table A11. Economic Impact of Timeshare Visitor Spending by Occupancy Scenario, Rest of El Dorado County ($K)

| Economic Indicator | Scenario A | Scenario B | Scenario C | Scenario D | Scenario E | Scenario F |
|---|---|---|---|---|---|---|
| Net New Visitors | 24,528 | 18,396 | 22,103 | 15,971 | 12,264 | 9,839 |
| Output | $272.9 | $203.6 | $245.3 | $176.0 | $133.6 | $106.6 |
| Value Added | $145.8 | $108.8 | $131.1 | $94.0 | $71.4 | $56.9 |
| Labor Income | $79.5 | $59.3 | $71.5 | $51.2 | $38.8 | $30.9 |
| Employment | 3 | 2 | 2 | 2 | 1 | 1 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts.**

### Table A12. State and Local Fiscal Impact of Timeshare Visitor Spending by Occupancy Scenario, Rest of El Dorado County ($)

| Tax Type | Scenario A | Scenario B | Scenario C | Scenario D | Scenario E | Scenario F |
|---|---|---|---|---|---|---|
| Net New Visitors | 24,528 | 18,396 | 22,103 | 15,971 | 12,264 | 9,839 |
| Sales Tax | $9,104 | $6,778 | $8,159 | 5,868 | $4,453 | $3,543 |
| Property Tax | $12,213 | $9,093 | $10,945 | $7,872 | $5,974 | $4,753 |
| Income Tax | $4,423 | $3,297 | $3,975 | $2,848 | $2,159 | $1,720 |
| Social Insurance Tax | $630 | $470 | $566 | $405 | $307 | $245 |
| Corporate Profits Tax | $2,081 | $1,554 | $1,871 | $1,345 | $1,024 | $819 |
| Other | $4,262 | $3,173 | $3,819 | $2,747 | $2,084 | $1,658 |
| Total | $32,713 | $24,365 | $29,335 | $21,085 | $16,001 | $12,738 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. (Totals may not sum exactly due to rounding).**

# About Beacon Economics

Founded in 2006, Beacon Economics—an LLC and certified Small Business Enterprise with the state of California—is an independent research and consulting firm dedicated to delivering accurate, insightful, and objectively based economic analysis. Employing unique proprietary models, vast databases, and sophisticated data processing, the company's specialized practice areas include sustainable growth and development, real estate market analysis, economic forecasting, industry analysis, economic policy analysis, and economic impact studies. Beacon Economics equips its clients with the data and analysis they need to understand the significance of on-the-ground realities and to make informed business and policy decisions.

**Learn more at beaconecon.com**

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# Overview



Margaritaville Resort Lake Tahoe is committed to enhancing the City's economic and cultural vibrancy. By introducing timeshare opportunities, we aim to foster long-term relationships between visitors and South Lake Tahoe, creating a community of ambassadors who value and invest in the area. Together, we can ensure a sustainable and prosperous future for the City while preserving its unique charm and beauty.

# Supporting Data Points

- **Tourism Spending:** Studies show timeshare owners spend 30-50% more locally than transient tourists.

- **Tax Revenue Projections:** A single timeshare unitcan generate up to 2-3x the sales tax revenue compared to traditional hotel rooms.

- **Job Creation Statistics**: Timeshare developments can create 1.5 jobs per unit during construction and ongoing operational phases.



# Postive Impact

# Economic Benefits for the City

MARGARITAVILLE Resort LAKE TAHOE, CA

- Increased Business Volume: Higher visitor numbers translate to more customers for local businesses, including shops, restaurants, and recreational services.

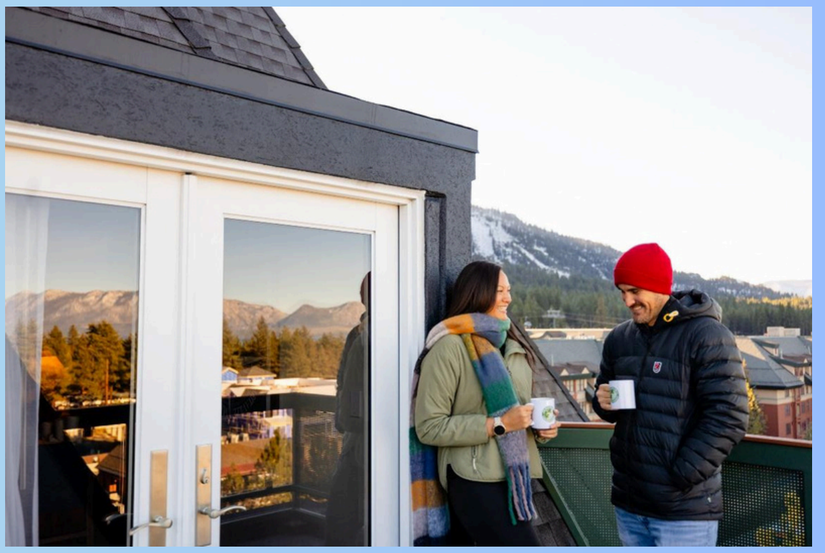
- Longer Stays, Higher Spending: Timeshare owners typically stay longer(often a full week), spending more time and money on dining, entertainment, and activities.

- Boost for Casinos: Extended stays result in increased patronage of local casinos, benefiting the gaming and hospitality sectors.

- Higher Tax Revenue: Enhanced occupancy and sales taxes bolster city funds for community projects and infrastructure.

- Targeting a Premium Market: Timeshare owners are often affluent, contributing to a higher tier of spending in the local economy.





# Community Benefits

MARGARITAVILLE Resort LAKE TAHOE, CA

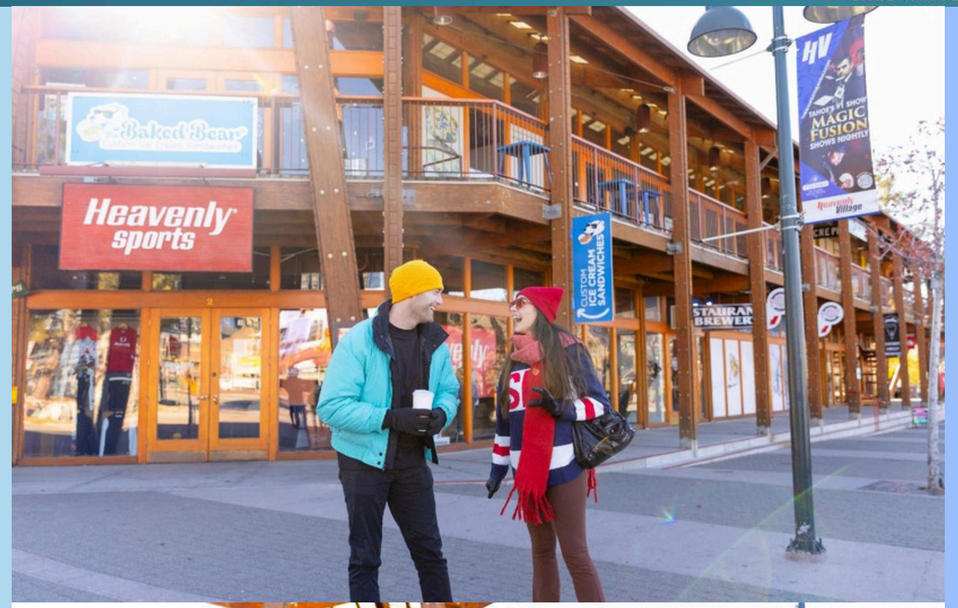
- **Job Creation:**
  - Development, sales, maintenance, and ongoing operations provide sustained employment opportunities for local residents.

- Stable Tourism Traffic: Timeshare owners return consistently, ensuring a steady flow of visitors even during off-peak seasons.

- Real Estate Value Growth: High-quality timeshare developments can enhance property values in the surrounding area.

- **Enhanced Local Infrastructure:** Increased tourism dollars can be reinvested into improving roads, public spaces, and amenities, benefiting the entire community.

- **Community Engagement**: Timeshare owners often form lasting connections with the area, leading to investments in second homes and contributions to local causes or organizations.






# Addressing Potential Concerns

# Potential Concerns

MARGARITAVILLE Resort LAKE TAHOE, CA

**Perceived Overcrowding**

• Mitigation: Longer average length of stay reduces the frequency of guest arrivals and departures, helping to alleviate traffic congestion and the feeling of overcrowding, while also easing the strain on shared amenities and infrastructure.

**Impact on Housing Availability**

• Mitigation: Timeshares focus on tourism rather than residential use, ensuring they do not compete with local housing stock.

• Unlike short-term rentals like Airbnb, Timeshare has no direct impact on housing

• Hotel-to-timeshare conversions will not compete with local housing stock, as these properties were never part of it initially.

**Environmental Impact**

• Mitigation: Existing structures will be converted, minimizing the need for new construction and preserving the natural landscape.



# Lessons from other cities that have succesfully managed timeshare expansion

**Cities that have a successful record**

- Orlando, Las Vegas, Maui, Breckenridge

**How South Lake Tahoe Can Apply These Lessons**

- Strategic Zoning- Approve timeshare developments in the tourism- heavy areas (Heaveny Village, near ski resorts) rather than residential zones.
- Sustainability Requirements- Encourage eco-friendly construction, water conservation, and renewable energy use.
- Partnership with Local Businesses- Ensure timeshare owners have incentives to support small businesses and local attractions.
- Proposal for Additional Tax on Timeshare Converstions- Aimed at funding affordable housing, local parks and other community needs

**Expanding Timeshare developments in South Lake Tahoe presents an opportunity to enhance tourism stability, generate economic benefits, and address housing concerns while maintaining enviromental responsibility. Thorugh stratagic planning and community engagement, the city can ensure a balanced approach to sustainable growth.**

# Current hurdles within the City of South Lake Tahoe for converting existing TAU's to Timeshare units when the property has been remodeled

# Current  City Code does not all for timeshares to be converted from existing TAUs

§ 6.60.040Use permits.

A.
Vacation time-sharing projects shall, except as provided below, be prohibited in any area plan, plan area statement, or community plan district within the city which does not allow time-sharing.

B.
Vacation time-sharing projects shall be permitted only if a discretionary time-share special use permit is issued by the city council; provided, however, that applications may be considered only for new construction of such facilities. The city council will be the decision-maker for all time-share special use permits and such a special use permit is required for any time-sharing project, even when the use is listed as "allowable" under the applicable area plan, plan area statement, or community plan district. All projects shall first be reviewed at a public hearing before the city planning commission, which shall forward a recommendation to the city council for consideration. Newly constructed time-share projects may be approved only when:

1.
Such project is the subject of an owner participation agreement approved by the city council; and said owner participation agreement contains revenue sources, guarantees, and assurances, satisfactory to the city council in its sole discretion, which ensure that there can be no future legal challenge on the grounds of inapplicability of transient occupancy taxes on units in the time-share project, or otherwise.

2.
Conversion of existing residential dwellings to time-share units, even if located in a commercially zoned area, is prohibited. Conversion of an existing visitor lodging use to time-share units is similarly prohibited. All new construction shall meet all applicable city standards for such construction.

Nonconforming setbacks, parking, density and height of the previously existing use may not be retained.

# TRPA allows timeshares as an allowed use in the TC-C Area Plan

# TABLE 1: PERMITTED USES BY LAND USE DISTRICT

| Permitted Uses Key:<br>"A" – Allowed Use<br>"S" – Special Use<br>"T" – Temporary Use<br>"TRPA" – TRPA Review Required<br>"-" – Use Not Permitted | TSC-C | TSC-MU | TSC-MUC & TSC-MUC Special Area #1 | TSC-NMX | TSC-G | TSC-G Special Area #1 | REC | OS |
|---|---|---|---|---|---|---|---|---|
| **RESIDENTIAL** | | | | | | | | |
| Domestic Animal Raising | - | - | - | - | - | - | S | - |
| Multiple Family Dwelling | A | A | A | A | A | A | A14 | - |
| Multi-Person Dwelling | A | A | A | A | A | A | A14 | - |
| Single Family Dwelling (includes condominiums)15 | A8 | A | A | A | A | A | S1 | - |
| Nursing and Personal Care | A | A | A | A | A | A | - | - |
| Residential Care | A | A | A | A | A | A | - | - |
| **TOURIST ACCOMMODATION** | | | | | | | | |
| Bed & Breakfast Facilities | - | A | A9 | S | A | A | - | - |
| Hotel, Motel, Other Transient Dwelling Units | A | A | A9 | S | A | A | - | - |
| Time Sharing | A | A | A9 | S | S | A | - | - |
| **RETAIL COMMERCIAL** | | | | | | | | |

The City's interpretation that timeshare units may only be established through new construction is inconsistent with the broader planning objectives of the Tourist Core Area Plan and the fundamental purpose of promoting reinvestment in existing visitor-serving properties.

The proposed project does not seek to establish a new tourist accommodation use or increase the overall number of Tourist Accommodation Units (TAUs). Rather, it proposes the adaptive reuse and modernization of an existing visitor-serving property by converting existing TAUs into timeshare units as part of a comprehensive remodel. The visitor accommodation function of the property remains unchanged.

Restricting timeshare development exclusively to new construction creates an unintended disincentive to reinvest in aging lodging facilities. Such an interpretation encourages demolition and redevelopment while discouraging the rehabilitation of existing structures, despite the City's stated goals of revitalizing the Tourist Core, improving the quality of visitor accommodations, and promoting sustainable development.

From a land use perspective, the proposed conversion does not:

- Increase the number of TAUs.
- Increase building area, density, or land coverage.
- Expand the physical footprint of the development.
- Create additional traffic or infrastructure demand beyond what was previously approved.

Instead, the project modernizes existing accommodations, improves the economic viability of the property, and extends the useful life of existing buildings through substantial private investment.

The Tourist Core Area Plan emphasizes reinvestment, redevelopment, and enhancement of existing visitor-serving facilities. Interpreting the code to prohibit adaptive reuse while allowing the same use through demolition and new construction produces an irrational result that is inconsistent with those planning objectives. If the same number of timeshare units would be permissible following demolition and reconstruction, there is little planning or environmental justification for prohibiting their establishment through renovation of the existing buildings.

Furthermore, remodeling existing structures generally results in fewer environmental impacts than demolition and reconstruction by reducing construction waste, minimizing disturbance to previously developed land, and utilizing existing infrastructure. Allowing conversion of existing TAUs to timeshare units therefore advances both local and TRPA policies encouraging sustainable redevelopment.

Accordingly, the "new construction only" provision should be interpreted narrowly as establishing when new timeshare developments may be created, rather than as an absolute prohibition on converting existing legally established tourist accommodation units during substantial renovation. Such an interpretation is more consistent with the intent of the Tourist Core Area Plan, promotes reinvestment in the community, and avoids discouraging the modernization of aging visitor accommodations.

## 4130 Lake Tahoe Blvd (currently Margaritaville Resort Hotel effective 10/2021)

## History of Gross Receipts and Nights Rented

| Gross Receipts | | | | | | | | | | | | | | Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | FY | from Prior |
| FY | October | November | December | January | February | March | April | May | June | July | August | September | TOTAL | FY |
| 2015 | 816,227 | 450,893 | 1,258,587 | 832,170 | 778,302 | 456,659 | 348,423 | 811,954 | 1,113,942 | 1,861,480 | 1,495,339 | 1,242,246 | 11,466,222 | |
| 2016 | 868,150 | 531,824 | 1,406,255 | 1,140,167 | 1,279,076 | 987,297 | 523,560 | 581,938 | 1,238,852 | 2,104,802 | 1,575,586 | 1,260,800 | 13,498,305 | 18% |
| 2017 | 851,346 | 591,861 | 1,511,225 | 1,154,855 | 1,231,937 | 1,098,591 | 853,663 | 757,009 | 1,288,064 | 2,270,216 | 1,581,709 | 1,345,612 | 14,536,088 | 8% |
| 2018 | 796,645 | 591,377 | 1,424,020 | 1,052,134 | 1,129,615 | 1,190,555 | 788,540 | 870,562 | 1,574,420 | 2,479,977 | 1,851,024 | 1,411,774 | 15,160,644 | 4% |
| 2019 | 970,007 | 767,717 | 1,765,948 | 1,209,186 | 1,177,923 | 1,168,320 | 874,330 | 756,405 | 1,404,346 | 2,196,208 | 1,896,861 | 1,361,106 | 15,548,356 | 3% |
| 2020 | 760,966 | 596,016 | 1,421,025 | 1,224,912 | 1,259,638 | 418,681 | - | - | 268,694 | 1,380,347 | 1,229,036 | 865,969 | 9,425,285 | -39% |
| 2021 | 725,019 | 451,394 | 62,256 | 347,032 | 1,206,591 | 1,061,730 | 718,250 | 833,099 | 1,515,733 | 2,672,073 | 1,323,783 | 427,829 | 11,344,789 | 20% |
| 2022 | 641,037 | 471,723 | 1,351,720 | 1,266,606 | 1,422,161 | 1,080,174 | 586,789 | 691,675 | 1,377,867 | 2,407,285 | 1,420,623 | 1,362,117 | 14,079,777 | 24% |
| 2023* | 961,841 | 517,074 | 1,482,367 | 1,027,317 | 1,492,255 | 508,181 | 487,671 | 451,238 | 751,983 | 1,205,291 | 674,520 | 670,786 | 10,230,522 | -27% |
| 2024* | 316,792 | 141,524 | 785,733 | 875,549 | 1,158,670 | 1,120,074 | 637,547 | 845,860 | 1,959,468 | 3,138,141 | 2,030,938 | 1,863,178 | 14,873,475 | 45% |
| 2025 | 1,137,493 | 762,110 | 1,668,947 | 1,561,889 | 1,738,842 | 1,349,873 | 784,485 | 1,103,541 | 1,930,311 | 3,182,461 | 2,605,022 | 1,614,397 | 19,439,372 | 31% |
| 2026 | 1,138,427 | 715,700 | 1,668,939 | 1,836,282 | 1,844,667 | 1,283,761 | 812,463 | 1,066,047 | 1,988,341 | | | | | |

| Nights Rented | | | | | | | | | | | | | | Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | FY | from Prior |
| FY | October | November | December | January | February | March | April | May | June | July | August | September | TOTAL | FY |
| 2015 | 6,238 | 3,648 | 5,194 | 4,348 | 4,168 | 3,115 | 2,887 | 6,726 | 7,297 | 9,502 | 9,415 | 7,847 | 70,385 | |
| 2016 | 6,832 | 4,454 | 6,613 | 6,638 | 6,879 | 7,149 | 4,229 | 5,100 | 8,462 | 10,050 | 9,190 | 7,895 | 83,491 | 19% |
| 2017 | 6,410 | 4,742 | 6,734 | 6,764 | 6,703 | 7,539 | 7,034 | 5,884 | 8,660 | 11,051 | 10,027 | 8,218 | 89,766 | 8% |
| 2018 | 5,880 | 4,735 | 6,402 | 6,023 | 6,586 | 7,786 | 6,483 | 6,171 | 9,387 | 11,141 | 9,518 | 7,994 | 88,106 | -2% |
| 2019 | 6,856 | 5,677 | 9,336 | 6,130 | 6,081 | 7,118 | 6,417 | 5,125 | 8,552 | 11,031 | 10,183 | 8,116 | 90,622 | 3% |
| 2020 | 5,358 | 4,145 | 6,077 | 6,513 | 6,749 | 2,773 | - | - | 1,763 | 6,700 | 5,902 | 4,061 | 50,041 | -45% |
| 2021 | 4,152 | 2,777 | 401 | 1,641 | 7,433 | 1,427 | 4,960 | 5,115 | 7,795 | 9,001 | 5,333 | 2,716 | 52,751 | 5% |
| 2022 | 4,013 | 2,671 | 4,132 | 5,135 | 5,628 | 5,457 | 3,174 | 3,554 | 6,363 | 7,887 | 5,343 | 5,385 | 58,742 | 11% |
| 2023* | 5,385 | 2,437 | 4,528 | 3,923 | 5,111 | 2,744 | 2,744 | 3,301 | 4,278 | 3,391 | 2,227 | 2,505 | 42,574 | -28% |
| 2024* | 1,650 | 763 | 3,051 | 3,227 | 4,090 | 5,170 | 3,085 | 3,775 | 7,771 | 7,713 | 7,127 | 7,240 | 54,662 | 28% |
| 2025 | 6,300 | 4,382 | 5,590 | 6,273 | 6,504 | 6,585 | 4,388 | 4,719 | 8,263 | 10,360 | 9,511 | 6,512 | 79,387 | 45% |
| 2026 | 5,460 | 4,370 | 6,057 | 6,043 | 6,992 | 6,328 | 4,275 | 4,699 | 7,685 | | | | | |

* Greyed-out cells reflect partial closure for renovations.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager

**Meeting Date:** August 11, 2026
**Agenda Item #:**18

**Agenda Item:** Emerald Bay Resort Economic and Fiscal Impacts Report

**Executive Summary:** The applicant of a timeshare development at 1080 Emerald Bay Road is seeking initial feedback from City Council regarding the project's economic and fiscal impact on the City. The proposed project is a timeshare tourist accommodation use containing 118 units; a clubhouse with amenities; and a covered parking garage. At this time, a time-share estate/fractional ownership structure is proposed, where individuals are partial owners of real property. No formal action is requested; rather, the applicant is looking for preliminary comments that can guide further planning and development of a satisfactory owner participation agreement.

**Requested Action / Suggested Motions:** Pass a Motion providing direction to the applicant in further planning and development of a satisfactory owner participation agreement.

**Responsible Staff Member:** Anna Kashuba, Senior Planner

**Reviewed and Approved By:** Zachary Thomas, Director of Development Services Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

- 03_Location_Map.pdf
- 02_BeaconEconomics_TRICommercial_Analysis.pdf
- 01-Staff_Report-Emerald_Bay_Resort.docx
- 04_Exline_1080EBR_Presentation.pdf

# City of South Lake Tahoe
# Report to City Council

**Meeting Date:** August 11, 2026

**Title:** Emerald Bay Resort Economic and Fiscal Impacts Report

**Location:** 1080 Emerald Bay Road, APNs 023-081-011, 032-141-001, and 023-081-010 (attachment 03)

**Responsible Staff Member:** Anna Kashuba, Senior Planner

**Background**

In January 2026 Exline & Company, Inc., on behalf of Pinoz CA, LLC submitted a development application for a new construction time-share at 1080 Emerald Bay Road. The project is currently under review as City staff confirm compliance with appliable development code standards. The applicant is also in the process making design revisions and finalizing operational details of the project. The gross floor area of the proposed project exceeds 40,000 square feet; therefore, the Memorandum of Understanding between the City and Tahoe Regional Planning Agency does not apply. A separate application has been submitted to TRPA (file number ERSP2026-0035).

Per South Lake Tahoe City Code (SLTCC) Chapter 6.60, all time-share uses require a special use permit issued by the City Council, regardless of the use's permissibility in the applicable planning document. (Special use permits are typically issued by the Planning Commission.) The decision to approve the project shall be based on the standard special use findings of SLTCC § 6.55.620B as well as documentation provided by the applicant demonstrating the project's feasibility and compliance with the California Department of Real Estate.

Per City Code, newly constructed time-share projects may be approved only when:

1. *Such project is the subject of an owner participation agreement approved by the city council; and said owner participation agreement contains revenue sources, guarantees, and assurances, satisfactory to the city council in its sole discretion, which ensure that there can be no future legal challenge on the grounds of inapplicability of transient occupancy taxes on units in the time-share project, or otherwise.*
2. *Conversion of existing residential dwellings to time-share units, even if located in a commercially zoned area, is prohibited. Conversion of an existing visitor lodging use to time-share units is similarly prohibited. All new construction shall meet all applicable city standards for such construction.*

*Nonconforming setbacks, parking, density and height of the previously existing use may not be retained.*

*Adequate information to address the issue of market feasibility, a copy of the packet submitted to the department of real estate (DRE) and any other appropriate information pertaining to the property which may be reasonably required to assess use of the property as a time-share facility shall accompany the special use permit application.*

Prior to finalizing the application for a Major Design Review and Special Use Permit, the applicant is seeking preliminary comments from the City Council regarding projected economic and fiscal impacts and feasibility of the proposed project. This project would be the first new timeshare project within the City in over two decades. Next steps in the application process would include completion of staff review for City Code and Design Guideline compliance, a public hearing on the design review and special use permit before the Planning Commission, and recommendation provided to the City Council for a final decision.

**Issue and Discussion**

**Project Description**
The proposed project is a time-share tourist accommodation use containing 118 units; a clubhouse with amenities; and a covered parking garage. These uses are proposed to be contained within 15 structures across the 5.43-acre project area. Of the 118 units, 102 will contain three bedrooms each. The remaining 16 units will contain two bedrooms each.

At this time, a time-share estate/fractional ownership structure is proposed, where individuals are partial owners of real property. Fractional ownership is generally a share structure of ¼ to 1/17 of a year. This differs from a time-share use which is contract based and generally allows 1-2 weeks of use.

For the City Council to make an informed decision regarding time-share projects, SLTCC § 6.60.040B.2 requires that the applicant provides a market feasibility analysis, a copy of materials submitted to the department of real estate (DRE), or other documentation demonstrating viability of the project. Furthermore, SLTCC § 6.60.040B.1 requires that the City Council approve the time-share owner participation agreement.

This item presents the findings of the economic and fiscal impacts for the proposed Emerald Bay Resort as prepared by Beacon Economics and TRI Commercial. No formal action is requested of City Council; rather, the applicant is looking for preliminary comments that can guide further planning and development of a satisfactory owner participation agreement.

**Report Findings**
The report categorizes the proposed product as luxury tourist accommodation, comparable to Sierra Shores and Zalanta Resort. Nightly rentals are assumed to be completive and profitable at an average of $600 to $700 nightly rate, with peak season rates as high as $1,500+ per night.

The report concludes that the project would provide meaningful fiscal benefits to the City through transient occupancy tax (TOT), property tax, sales tax, and transfer tax revenue. The claims below are made; however, the long-range projections depend on stable conditions and spending patterns which cannot be guaranteed. All estimates in the report should be considered potential rather than likely. The report assumes 80% annual occupancy, with 47% of these nights being renter-occupied. If actual occupancy or rental use is lower, TOT and the larger community impact would be reduced accordingly.

- When not being used by shareholders, the units will be available for nightly rentals, for which TOT is applicable. The analysis estimates that 47% of occupied nights will be by renters rather than shareholders, resulting in approximately $1.36 million to $1.59 million annually in TOT under its one-year scenario, and $34.1 million to $39.7 million over 25 years.
- The report estimates $368,794 in direct city-level tax revenues from real estate transactions, including sales, property, and transfer taxes.

The report goes further to estimate impacts on the overall local economy through construction activity, visitor spending, and jobs supported in hospitality, retail, food service, and related sectors.

- Over a 5-year construction period, the report suggests:
    - An average of 60 annual jobs with $29.4 million in labor income (wages and benefits) in the City.
    - Approximately $1.0 million in direct tax revenues is associated with on-site construction activity, primarily from property and sales taxes.
- Ongoing visitor one-year visitor-spending scenario estimates 118 annual jobs, $6.7 million in output, and $3.9 million in value added.

**Environmental Analysis**

The presenting of this report does not require review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15060(c)(2) (activity will not result in the direct or reasonably foreseeable indirect physical changes in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

**Financial Implications**

This item is informational only and there is no approval action being requested. The impacts discussed in the report are speculative and would not be effective until the project receives both City and TRPA approvals, which will be sought at a later date.

**Policy Implications**

The review of this item is consistent with SLTCC § 6.60.040B.2 and the General Plan's commitment to economic opportunities that support an economically diverse and prosperous year-round community.

# Economic and Fiscal Impacts of the Proposed Emerald Bay Resort in South Lake Tahoe

May 2026



**Source: Pinoz LLC**

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# Executive Summary

## Overview

Emerald Bay Resort is a proposed resort development located at 1080 Emerald Bay Road in the City of South Lake Tahoe. The project would include 118 shared-ownership townhomes along with visitor-serving amenities such as a clubhouse, pool and spa facilities, fitness and wellness space, landscaped open areas, and on-site parking. Because South Lake Tahoe's economy is heavily dependent on tourism and transient lodging activity, the proposed development has generated questions regarding its potential economic and fiscal impacts, particularly with respect to visitor spending, transient occupancy tax (TOT) revenues, and potential substitution from existing hospitality inventory.

This report provides an independent, data-driven evaluation of the proposed development's economic and fiscal impacts using IMPLAN input-output modeling, hospitality market analysis, industry research, and visitor spending assumptions. The analysis evaluates:

- Construction-related impacts.
- Shared-ownership real estate transaction impacts.
- Ongoing visitor spending impacts from owners and renters.
- Transient occupancy tax (TOT) impacts.
- Broader spillover impacts throughout El Dorado County.

## South Lake Tahoe Hospitality Market Conditions

Analysis of the broader South Lake Tahoe hospitality market indicates a lodging environment characterized by constrained supply, strong seasonal demand, and strong pricing among upscale and luxury hospitality properties. CoStar data show that available room inventory in the South Lake Tahoe hospitality submarket has generally declined in recent years, while demand has remained comparatively stable, contributing to sustained pricing pressure during peak periods.

Based on comparable luxury hospitality properties, vacation rental market data, and shared-ownership industry research compiled by TRI Commercial[1] and related sources, Beacon Economics concludes that stabilized revenue

[1] See Appendix D.

per available room (RevPAR) assumptions ranging from approximately $600 to $700 per occupied unit night represent reasonable long-run operating assumptions for the proposed development.

## Operating Assumptions and Visitation Patterns

The analysis assumes that the proposed development operates at a stabilized occupancy rate of approximately 80%, consistent with occupancy patterns commonly observed among shared-ownership and timeshare properties. Of total annual room nights, approximately 47% are assumed to comprise renter-occupied stays subject to TOT, while the remaining occupied nights reflect owner or non-renter occupancy.

Based on these assumptions, the project is estimated to generate approximately 34,500 occupied room nights annually, including roughly 16,200 taxable renter-occupied room nights. These occupied room nights form the basis for the visitor spending economic and fiscal impact modeling presented throughout the report.

## Shared-Ownership Literature and Visitor Characteristics

Industry research and academic literature suggest that shared-ownership developments are associated with distinct visitation patterns relative to traditional hotel lodging. Shared-ownership visitors tend to exhibit:

- Higher occupancy and utilization rates.
- Repeat visitation patterns.
- Longer average stays.
- Higher overall spending per trip.

These visitation characteristics contribute to more stable year-round tourism activity and support broader economic spillover effects across local visitor-serving industries, including restaurants, retail, recreation, and entertainment.

## Economic and Fiscal Impacts of Construction and Real Estate Transactions

It should be noted that construction-related employment is temporary and occurs only during the project's multi-year buildout period. Given existing regional commuting patterns, these jobs are likely to be filled by workers living in the region and therefore are unlikely to generate substantial new housing demand in the City. Similarly, employment associated with real estate transactions is tied to the one-time marketing and sale of shared-ownership interests. In contrast, visitor spending associated with the project supports ongoing annual tourism activity, which is expected to sustain existing hospitality and service-sector employment.

Construction of the proposed development is estimated to generate approximately:

- 300 construction-related employment-years.

- $77.1 million in total economic output.
- $39.4 million in value added.
- $2.5 million in combined state and local tax revenues.

Following construction,[2] the sale of shared-ownership interests is estimated to generate approximately:

- $15.4 million in total economic output.
- 80 jobs.
- $6.3 million in value added.
- Approximately $2.8 million in state and local fiscal impacts, including property taxes and documentary transfer taxes.

## Visitor Spending Impacts

Ongoing visitor activity associated with the proposed development is expected to generate substantial economic and fiscal benefits over time. Under the one-year visitor spending scenario, the project is estimated to support:

- Approximately 118 jobs.
- $6.7 million in economic output.
- $3.9 million in value added.
- Approximately $1.2 million in combined state and local tax revenues.

Looking further ahead, these impacts increase substantially. Under the 25-year scenario, visitor spending associated with the project is estimated to support:

- Approximately 2,950 employment-years.
- $166.4 million in economic output.
- $97.0 million in value added.
- Approximately $29.8 million in combined state and local fiscal impacts.

[2] Once construction is completed, the Emerald Bay Resort is expected to support approximately 35 ongoing annual jobs associated with property management, hospitality, maintenance, landscaping, and related operational roles at the development. Over 10 years of operations, this equates to approximately 350 job-years of employment supported by the project.

## Transient Occupancy Tax Impacts

Because renter-occupied stays at the proposed development remain subject to TOT, the project is expected to generate substantial revenues for the City of South Lake Tahoe. Depending on RevPAR assumptions, annual TOT revenues under the one-year scenario are estimated to range from approximately:

- $1.36 million to $1.59 million annually.

Over a 25-year period, cumulative TOT revenues are estimated to range from approximately:

- $34.1 million to $39.7 million.

## Substitution Scenarios

Because some demand may be diverted from existing hospitality establishments, the report also evaluates conservative sensitivity scenarios assuming that 10% and 20% of occupied room nights substitute away from existing lodging demand. These scenarios are intended to represent upper-bound sensitivity tests rather than expected outcomes.

Even under these assumptions, the proposed development continues to generate positive net economic and fiscal impacts. Under the 20% substitution scenario, the project still supports approximately:

- $5.3 million in annual economic output.
- 94 annual jobs.
- Roughly $955,000 in combined state and local fiscal impacts.

Importantly, TOT revenues remain positive under all evaluated substitution scenarios.

## Overall Findings

Overall, the findings of this report suggest that the Emerald Bay Resort would be a significant addition to South Lake Tahoe's tourism economy. Across the evaluated scenarios, the project is expected to support substantial visitor spending, employment, labor income, economic output, and public revenues in both the City of South Lake Tahoe and the broader El Dorado County economy.

# Introduction

The proposed Emerald Bay Resort development, located at 1080 Emerald Bay Road in the City of South Lake Tahoe, encompasses 118 two- and three-bedroom shared-ownership townhomes on approximately 5.4 acres. The resort would also include a range of visitor-serving amenities, such as a clubhouse, pool and spa facilities, fitness and wellness center, landscaped open areas, and approximately 264 parking spaces to support year-round visitor activity.

Because South Lake Tahoe's economy is heavily dependent on tourism and transient lodging activity, the proposed development has generated questions regarding its potential implications for local economic activity and public revenues. While owner-occupied stays within shared-ownership developments may not always be subject to Transient Occupancy Tax (TOT), these developments can still contribute to TOT revenues through renter-occupied stays and increased visitor activity. At the same time, shared-ownership developments can generate broader economic activity through construction expenditures, visitor spending, real estate transactions, and increased tourism demand.

This report provides an independent, data-driven evaluation of the potential economic and fiscal impacts associated with the Emerald Bay Resort development. Economic and fiscal impacts were estimated using IMPLAN input-output modeling based on regional economic relationships, industry spending patterns, and visitor expenditure assumptions.[3]

The analysis considers:

- Construction-related impacts.
- Real estate transaction impacts of the shared-ownership units.
- Ongoing visitor spending impacts from owners and renters.
- Associated fiscal impacts to the City of South Lake Tahoe and the broader regional economy.

Because some demand may shift from existing lodging inventory, the report also evaluates sensitivity scenarios in Appendix B to assess how varying levels of substitution could affect projected impacts. Additional spillover impacts occurring outside the City of South Lake Tahoe are presented in Appendix C.

[3] Additional detail regarding the study region and economic impact methodology is provided in Appendix A.

Overall, the report is intended to provide policymakers and stakeholders with an objective framework for evaluating the potential economic and fiscal implications of the proposed development.

# Part I. South Lake Tahoe Hospitality Market Conditions and Modeling Assumptions

## South Lake Tahoe Hospitality Market Analysis

To evaluate the potential performance of the proposed Emerald Bay Resort, Beacon Economics analyzed broader trends in the South Lake Tahoe hospitality market, with a focus on higher-end lodging comparable to the proposed shared-ownership resort. This analysis was used to assess prevailing occupancy patterns, seasonality, and average daily rates (ADR) trends across the regional lodging market and to evaluate the reasonableness of projected operating assumptions for the proposed development.

The analysis incorporates data from CoStar Group and third-party market research and rental platform data compiled by TRI Commercial, including information from SMG Consulting, El Dorado County TOT collections, AirDNA, AirROI, Airbtics, Rabbu, AvantStay, and multiple shared-ownership and vacation rental marketplaces. These sources provide insight into hospitality within the broader South Lake Tahoe visitor market.

As shown in Figure 1, the South Lake Tahoe hospitality market has experienced a gradual decline in available room inventory over the past decade. Available room nights declined following the pandemic and have continued to fall in recent years. Occupied room nights also declined sharply during the pandemic but subsequently recovered, stabilizing at relatively strong levels despite the reduction in supply. The divergence between declining inventory and comparatively resilient demand has contributed to sustained pricing pressure in the market, particularly during peak periods.

Figures 2 and 3 illustrate the highly seasonal nature of the South Lake Tahoe hospitality market. Occupancy rates consistently peak during summer and major winter tourism periods, while ADRs rise sharply during high-demand months. This relationship between occupancy and ADR is evident in the luxury and upper-upscale lodging segments, where higher occupancy periods are associated with substantial increases in room pricing. The data

suggest that premium hospitality properties in South Lake Tahoe possess significant pricing power during periods of constrained supply and elevated visitor demand.

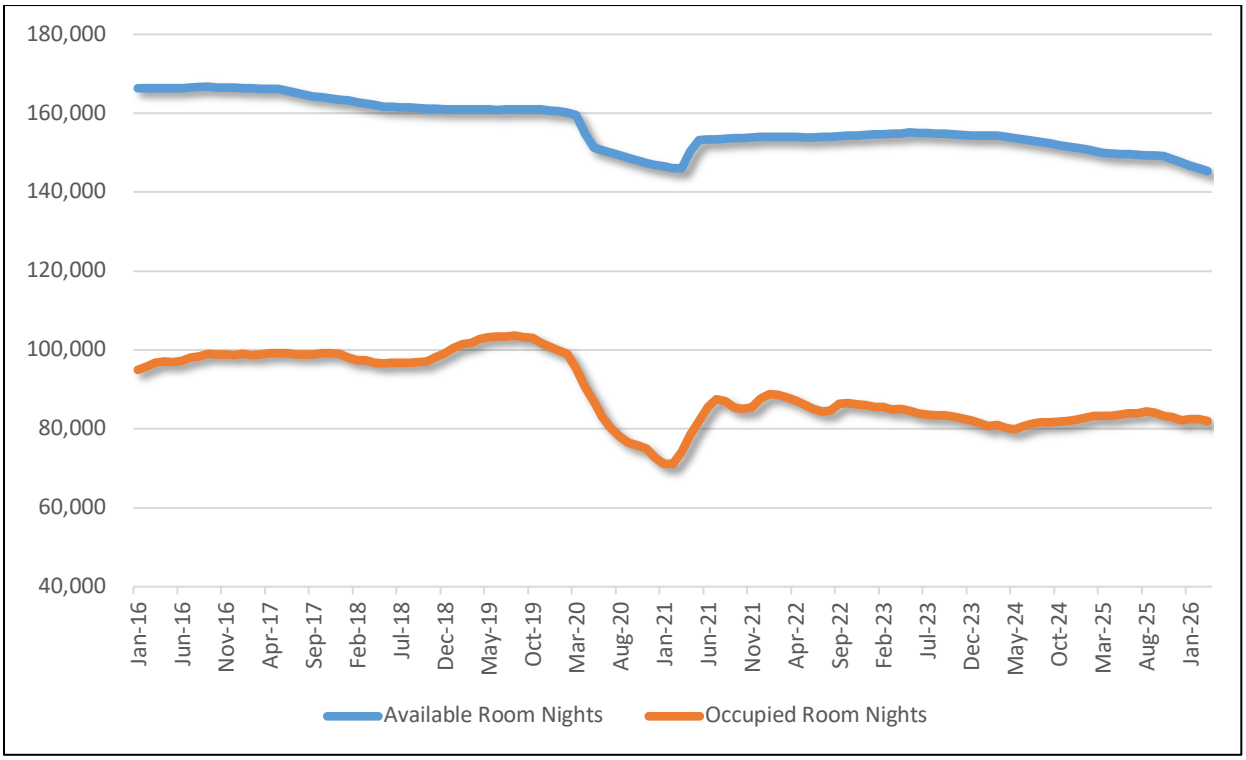
The proposed Emerald Bay Resort is expected to compete primarily in the luxury and upper-upscale segments of the market. Based on comparable high-end hospitality products, vacation rental data, and shared-ownership pricing assumptions provided by TRI Commercial[4] and related market sources, Beacon Economics evaluated a range of projected ADR and RevPAR assumptions for the proposed development. CoStar market data were used as an independent benchmark to assess the reasonableness of these assumptions relative to existing hospitality performance within South Lake Tahoe.

Based on this analysis, Beacon Economics concludes that a stabilized RevPAR range of approximately $600 to $700 for the proposed development represents a reasonable long-run operating assumption under typical market conditions. While this level exceeds prevailing averages for traditional hospitality inventory in South Lake Tahoe, the proposed project is expected to feature larger units, luxury amenities, and pricing more comparable to high-end resorts and vacation rentals rather than conventional hotels.

At the same time, because the proposed development could shift demand away from the city's existing lodging inventory, the analysis also evaluates alternative substitution scenarios. These scenarios are intended to test the sensitivity of projected economic and fiscal impacts under more conservative assumptions regarding net new visitor activity. Results from these substitution scenarios are presented in Appendix B.

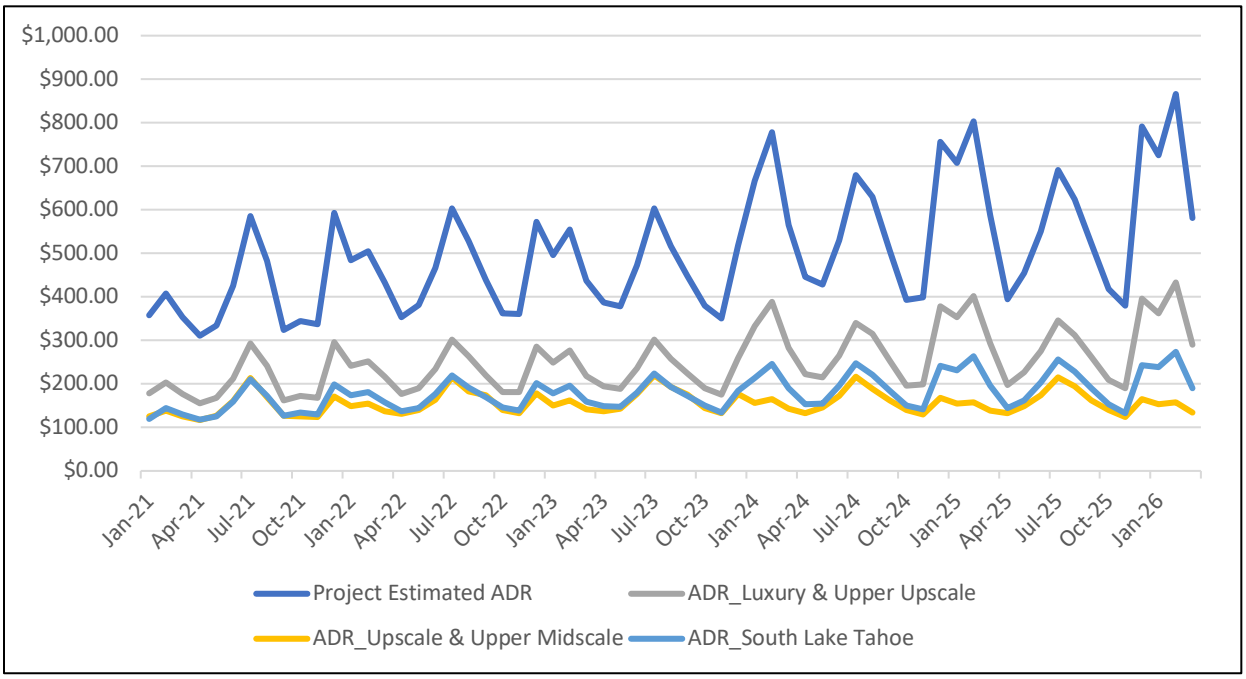
[4] See Appendix D.

Figure 1. South Lake Tahoe Hospitality Submarket Supply and Demand (12-Month Moving Average)



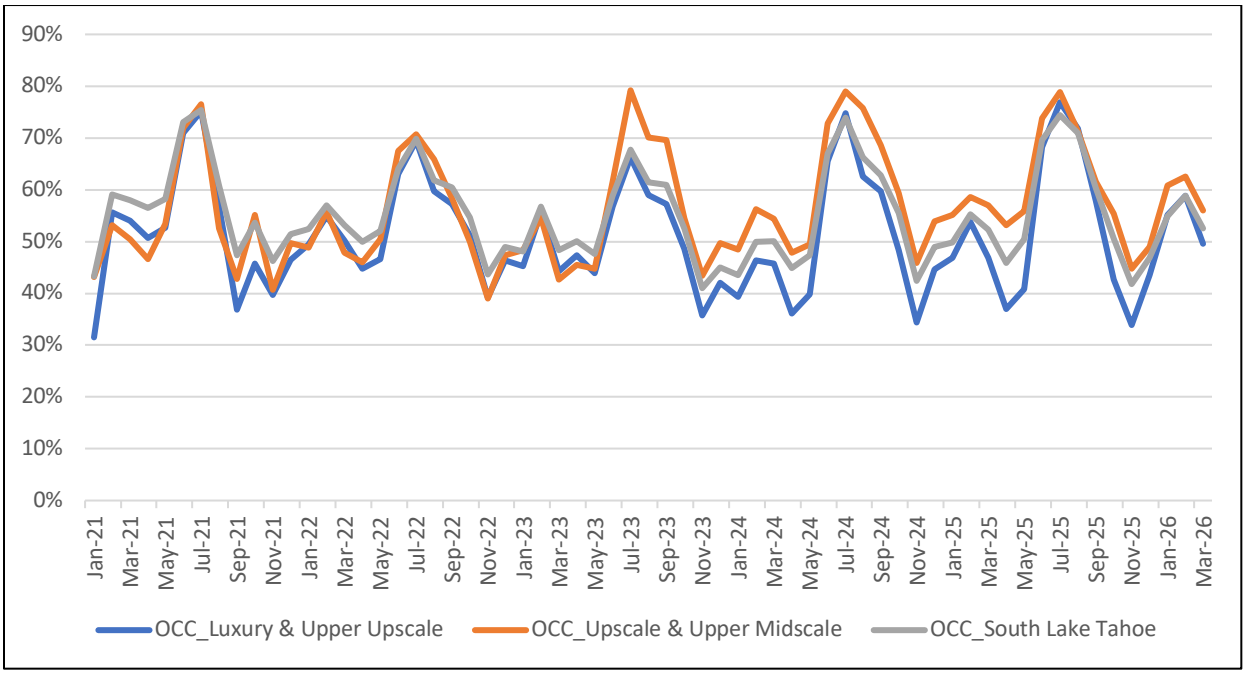

**Source: CoStar Group. Analysis by Beacon Economics.**

Figure 2. Average Daily Rate by Hospitality Class, South Lake Tahoe Hospitality Submarket



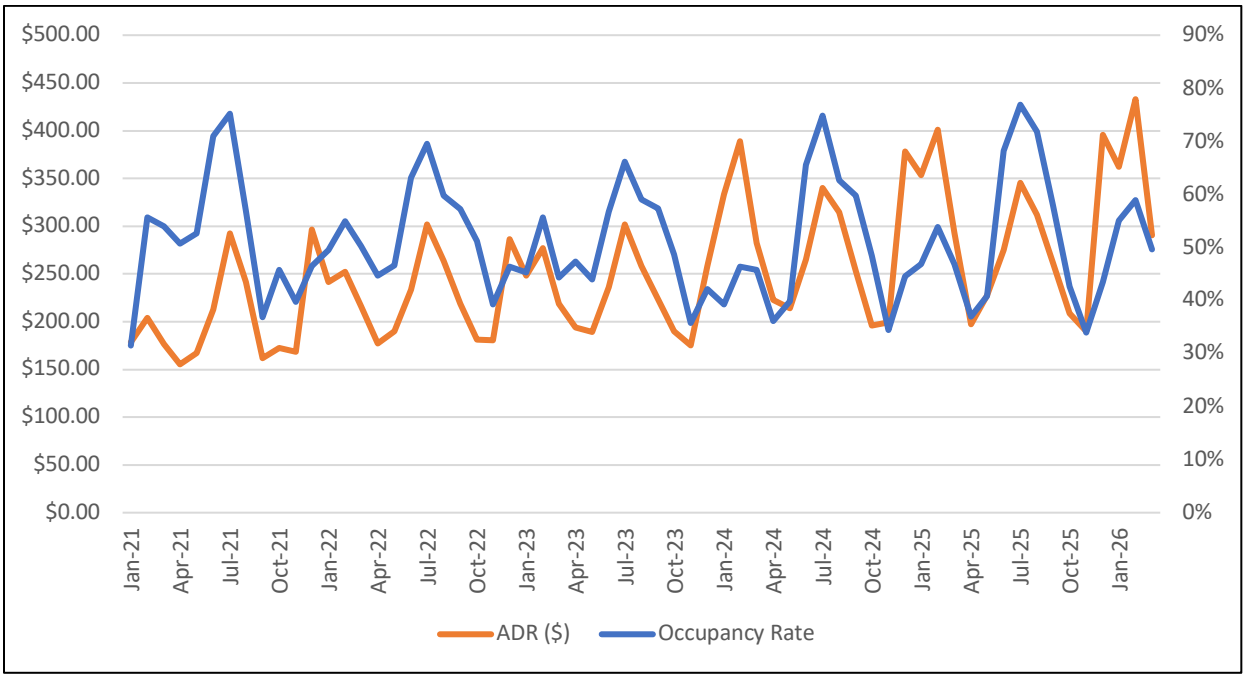

**Source: CoStar Group. Analysis by Beacon Economics.**

Figure 3. Occupancy Rate by Hospitality Class, South Lake Tahoe Hospitality Submarket




**Source: CoStar Group. Analysis by Beacon Economics.**

Figure 4. ADR and Occupancy Rates for Luxury and Upper Upscale Properties, South Lake Tahoe Hospitality Submarket




**Source: CoStar Group. Analysis by Beacon Economics.**

## Operating Assumptions for the Proposed Development

Based on broader hospitality market analysis, comparable luxury lodging performance, and operating assumptions drawn from third-party market research conducted by TRI Commercial,[5] Beacon Economics developed a set of stabilized operating assumptions for the proposed Emerald Bay Resort development. These assumptions form the basis for the TOT and visitor spending impact modeling presented in subsequent sections of this report.

The proposed development is assumed to operate at an average stabilized occupancy rate of approximately 80%, consistent with occupancy patterns commonly observed among fractional ownership and timeshare properties. This assumption is supported by industry research regarding timeshare and fractional ownership utilization rates and was further evaluated against comparable luxury vacation rental and resort market data compiled by TRI Commercial.[4]

Table 1. Estimated Changes in Occupied and Taxable Room Nights, South Lake Tahoe Hospitality Submarket

| Scenario | Estimated Impact |
|---|---|
| Total Submarket Hospitality Room Nights<br>(SLT Hospitality Submarket, 6,545-room inventory × 365 days) | 2,388,925 |
| Occupied Hospitality Room Nights<br>(Average annual occupancy rate of 55.7% applied to Room Nights) | 1,330,631 |
| Total Room Nights Added by New Development<br>(118 Units × 365 Days) | 43,070 |
| Occupied Added Room Nights<br>(80% Occupancy of New Development) | 34,456 |
| **Change in Added Room Nights of New Development<br>(Due to Substitution)** | - |
| **Net Change in Added Room Nights of New Development** | **34,456** |
| New Development Room Nights Occupied by Non-Renters<br>(33% of New Development Occupancy) | 11,370 |
| Fractional Room Nights Occupied by Renters<br>(47% of New Development Occupancy) | 16,194 |
| Change in Added Room Nights of New Development<br>(Due to Substitution) | - |
| **Net Change in Renter Occupied New Development Room Nights<br>(Taxable Rooms)** | **16,194** |

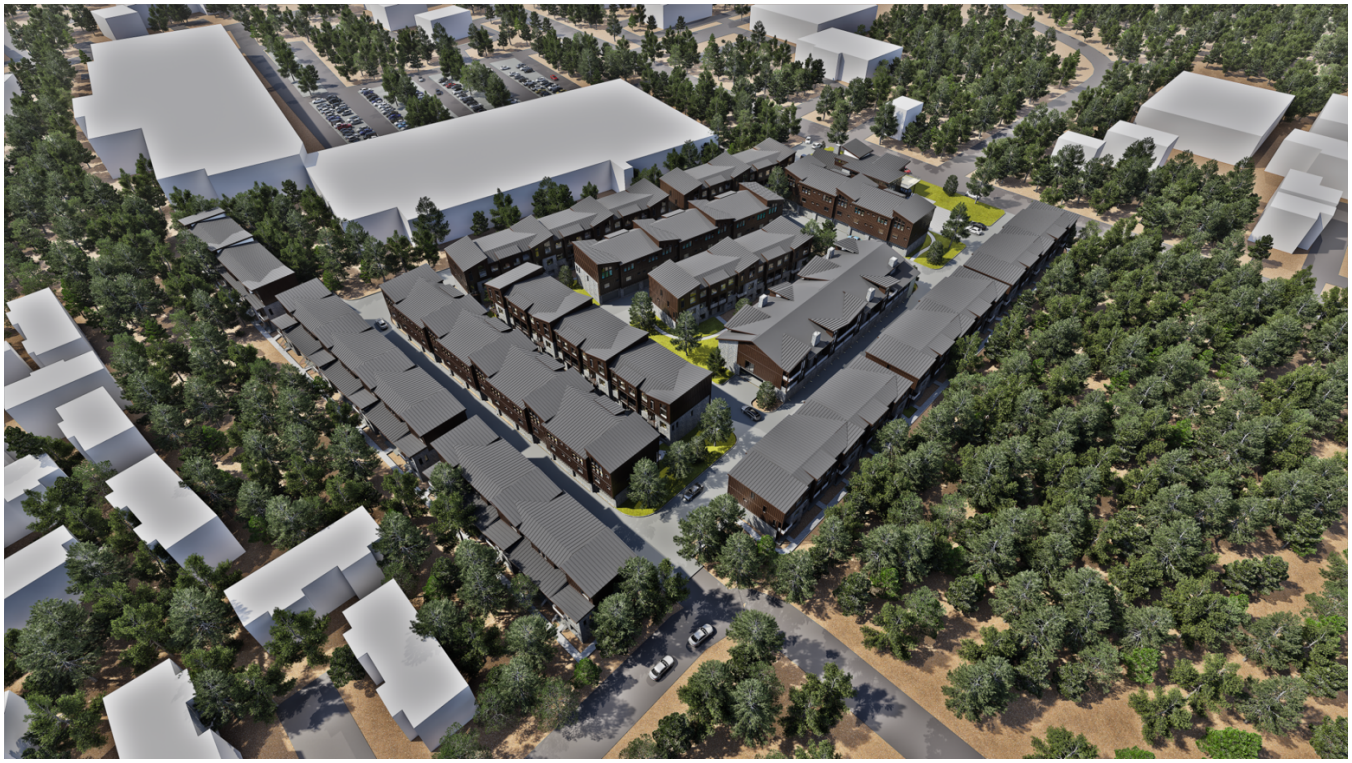
**Source: Pinoz LLC, Costar Group, TRI Commercial. Analysis by Beacon Economics.**
**Note: Alternative substitution scenarios assuming partial displacement of existing lodging demand are presented in Appendix B.**

[5] See Appendix D.

Within occupied unit nights, the analysis assumes that approximately 47% of nights in a year would consist of renter-occupied stays subject to transient occupancy tax (TOT), while the remaining occupied nights would reflect owner or non-renter occupancy. These assumptions were developed by TRI Commercial using comparable rental market information for condominium and single-family vacation rental properties in the broader South Lake Tahoe market.[4]

These assumptions establish the estimated number of occupied nights and taxable room nights associated with the proposed development. These figures are subsequently used to estimate TOT revenues and the economic and fiscal impacts of visitor spending through IMPLAN input-output modeling.

Table 1 summarizes the resulting operating assumptions used throughout the analysis.



Source: Pinoz LLC

# Part II. Shared-Ownership Resort Literature and Industry Context

Shared-ownership resorts, including timeshare and fractional developments, attract a distinct type of visitor that shapes their economic and fiscal impacts. According to multiple studies, owners tend to be higher-income, more educated, and more likely to engage in planned, repeat travel (Ragatz & Crotts, 2000; American Resort Development Association, 2024).

## Owner Profile and Socioeconomic Characteristics

Timeshare and fractional ownership models involve substantial upfront purchase costs and ongoing maintenance fees and therefore tend to be purchased by households with greater financial capacity and a preference for recurring vacation use. Owners' incomes are consistently higher than those of the general population. Over the two decades ending in 1998, the median income of U.S. timeshare owners increased by 236%, far outpacing the 128% increase for all U.S. households (Ragatz & Crotts, 2000). By 1998, 73% of owners had incomes above $50,000, compared to just 9.3% in 1978, and more recent data confirm that ownership remains concentrated among higher-income households (Ragatz & Crotts, 2000; Butler, 2018).

According to the American Resort Development Association (2024), ownership rates rise sharply with income, with 28% of households earning $250,000 or more owning a timeshare, compared to only 5% of those earning under $75,000. Owners are also more likely to be college-educated, professionally employed, and in mid-career stages, reinforcing the concentration of ownership among financially stable households (Butler, 2018; Cortés-Jiménez et al., 2012).

## Visitation Patterns and Behavioral Effects

These characteristics translate into distinct visitation patterns. Shared-ownership resorts tend to support more stable, year-round visitation compared to traditional lodgings, as owners have a financial incentive to use accommodations they have already paid for (Frechtling, 1994; Haylock, 1994). This results in steadier occupancy and more consistent visitor spending in the local economy.

Ownership also influences behavior. Once purchased, a timeshare effectively functions as a commitment device, increasing the likelihood that planned trips are repeated over time (Bryan et al., 2010; Thaler, 1999). Empirical evidence shows that timeshare ownership increases both visitation frequency and length of stay. Following purchase, average visitation increases significantly, with total nights spent in a destination more than doubling in some cases (Rezak, 2002).

Key visitation dynamics include:

- **Longer stays:** Timeshare stays average approximately 8.5 nights, substantially longer than typical hotel stays (Rezak, 2002)
- **Higher trip frequency:** Owners report taking more vacations annually (American Resort Development Association, 2024)
- **High utilization rates:** Occupancy averages around 80%, exceeding hotel benchmarks (American Resort Development Association International Foundation, 2025)

These patterns reflect a visitor base that generates consistent and repeat demand in destination economies.

## Visitor Spending Patterns

In addition to more frequent visitation, shared-ownership visitors tend to spend more per trip. Average daily spending by timeshare visitors has been estimated to be approximately 27% higher than that of other travelers (Ragatz & Crotts, 2000). When combined with longer stays and larger travel parties, total per-trip spending can exceed that of traditional hotel guests by a substantial margin.

This spending extends beyond lodging and supports a wide range of local industries, including:

- Food and beverage.
- Retail and merchandise.
- Entertainment and recreation.
- Transportation.

As a result, shared-ownership visitors contribute broadly to local economic activity rather than concentrating spending in a single sector.

## Broader Economic Impacts

Beyond direct visitor expenditures, shared-ownership resorts generate broader economic impacts through multiplier effects. Research estimated that the industry contributed approximately $92 billion to the U.S. economy in 2005 (ARDA International Foundation, 2007). Local-level analyses find similarly strong economic contributions. For example, a study of Osceola County found that timeshare activity generated $383 million in output, supported more than 9,000 jobs, and produced significant tax revenues, with a sales multiplier slightly exceeding that of hotels, indicating strong local recirculation of spending (Croes, 2008).

More recent national estimates show that in 2023, the industry:

- Supported over 400,000 jobs.
- Generated tens of billions of dollars in labor income.
- Produced more than $80 billion in direct output, with total impacts substantially higher when multiplier effects are included (American Resort Development Association, 2024).

In California, the sector supports approximately 23,565 jobs and $4.9 billion in economic output, representing a meaningful share of national impacts (American Resort Development Association, 2024).

## Fiscal Impacts and Trade-Offs

From a fiscal perspective, the impacts of shared-ownership resorts differ from traditional lodgings. While owner-occupied stays typically do not generate TOT, visitors still produce substantial taxable spending in other categories, including retail, food and beverage, and recreation. Evidence suggests that these expenditures can partially offset reduced TOT revenues, particularly in cases where timeshare development generates incremental visitation and longer stays (Croes, 2008).

In addition, shared-ownership generates fiscal impacts through:

- Property tax revenues associated with ownership.
- Real estate transaction activity.
- Sales and use taxes tied to visitor spending.

As a result, the overall fiscal impact depends on the balance between reduced lodging tax collections and increased economic activity in other taxable categories.

# Part III. Economic and Fiscal Impact Analysis

## Economic and Fiscal Impacts of Resort Construction

Beacon Economics estimates construction-related impacts based on a total project cost of $104.7 million, assumed to occur over a five-year period. Consistent with standard economic impact modeling practices, the analysis includes only the share of spending occurring in the City of South Lake Tahoe. Based on vendor expenditure projections and typical construction costs, approximately 50% of total construction spending—or $52.3 million—is assumed to occur locally, with the remainder occurring outside the study area.[6]

The resulting impacts reflect the portion of project spending captured within the city and therefore represent new local economic activity. Initial expenditures generate direct impacts at the project site, particularly through on-site construction labor. Although materials and equipment sourced from outside the region represent economic leakage, the share of spending that occurs locally continues to circulate through the economy. Indirect and induced effects capture this additional activity, reflecting how local businesses purchase goods and services and how workers spend their earnings within the regional economy based on typical industry spending patterns.

Table 2. Modeled Local Construction Expenditures, City of South Lake Tahoe ($, M)

| Full Construction Expenses | Imports | Net Construction Expense Modeled |
|---|---|---|
| $104.7 | $52.3 | $52.3 |

**Source: Pinoz LLC. Analysis by Beacon Economics. All dollar values expressed in 2026 dollars.**

The modeled construction activity is estimated to support 60 average annual jobs in the City of South Lake Tahoe over the five-year buildout period, equivalent to approximately 300 job-years in total. These jobs are primarily associated with on-site construction, with additional support from related industries and local services. Over the full construction period, the project is expected to generate $29.4 million in labor income, reflecting wages and benefits paid to workers, and $39.4 million in value added, which represents the project's contribution to the local economy, including labor income, business income, and taxes on production. Total economic output is estimated at $77.1 million, capturing the overall level of economic activity supported by construction spending.

[6] As the project remains in the planning stage and detailed sourcing information is not yet available, industry benchmarks are used to inform local spending assumptions. Construction labor typically represents approximately 30 to 45% of total project costs (U.S. Bureau of Economic Analysis; U.S. Census Bureau). Because labor is performed on-site, it is captured locally, while many materials and equipment are purchased/leased from specialized suppliers and industry hubs outside the city, often in lower-cost markets, and imported to the project site. To avoid overstating local impacts, Beacon Economics conservatively assumes that approximately 50% of total construction spending occurs within the city.

Additional spillover effects in the remainder of El Dorado County support approximately 46 job-years and $9.4 million in total economic output over the construction period.[7]

Table 3. Economic Impact of Resort Construction, City of South Lake Tahoe ($, M)

| Impact Type | Annual Average Employment | Labor Income | Value Added | Output |
|---|---|---|---|---|
| Direct | 43 | $23.7 | $29.4 | $52.3 |
| Indirect | 16 | $5.4 | $8.7 | $23.1 |
| Induced | 1 | $0.3 | $1.2 | $1.7 |
| **Total** | **60** | **$29.4** | **$39.4** | **$77.1** |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

The economic activity generated by construction spending also translates into fiscal benefits, supporting state and local tax revenues. The modeled construction activity is estimated to generate $2.5 million in total state and local tax revenues within the City of South Lake Tahoe over the construction period. This includes $1.0 million in direct tax revenues associated with on-site construction activity, along with $1.3 million in indirect and $0.2 million in induced tax revenues generated through supply chain activity and household spending. Property and sales taxes represent the largest sources of fiscal impact, reflecting construction-related activity and associated economic transactions in the city. Income and corporate tax revenues are also generated through wages paid to workers and business activity supported by the project.

Table 4. State and Local Fiscal Impact of Resort Construction, City of South Lake Tahoe ($)

| Tax Type | Direct | Indirect | Induced | Total |
|---|---|---|---|---|
| Sales Tax | $178,963 | $423,134 | $48,618 | $650,715 |
| Property Tax | $243,582 | $564,691 | $64,826 | $873,099 |
| Income Tax | $268,103 | $42,993 | $2,031 | $313,127 |
| Social Insurance Tax | $103,985 | $28,144 | $1,333 | $133,462 |
| Corporate Profits Tax | $163,240 | $66,539 | $26,783 | $256,562 |
| Other | $91,735 | $191,651 | $21,892 | $305,277 |
| **Total** | **$1,049,607** | **$1,317,151** | **$165,482** | **$2,532,241** |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

At the city level, construction activity is estimated to generate approximately $700,000 in total tax revenues, primarily from property and sales taxes. These revenues reflect the portion of economic activity captured within the city and provide a direct fiscal benefit associated with the project.

[7] Construction-related economic and fiscal impacts for the remainder of El Dorado County are provided in Appendix C.

Table 5. City-Level Fiscal Impact of Resort Construction, City of South Lake Tahoe ($)

| Tax Type | Direct | Indirect | Induced | Total |
|---|---|---|---|---|
| Sales Tax | $22,724 | $53,728 | $6,173 | $82,625 |
| Property Tax | $148,511 | $344,291 | $39,524 | $532,326 |
| Other | $23,469 | $55,489 | $6,376 | $85,334 |
| Total | $194,704 | $453,508 | $52,073 | $700,285 |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

## Economic and Fiscal Impact of Shared Ownership Real Estate Transactions

Following construction, the 118 units are expected to be sold under a shared-ownership model, generating a total estimated transaction value of $173.3 million.[8] While this represents the full value of ownership transfers, it is not treated as new economic activity. Instead, economic and fiscal impacts are derived from the spending required to complete these transactions.

This spending includes services such as loan origination, appraisal services, real estate brokerage, escrow and legal services, property inspections, and associated household purchases. Each transaction creates demand for local professional and financial services, supporting jobs and incomes in the city. Revenues earned by these businesses then circulate through the local economy, generating additional indirect and induced impacts as firms purchase inputs and workers spend their earnings. These activities also produce fiscal benefits through taxes and fees associated with property transfers and business activity.

Transaction-related expenditures were estimated as a share of total sales value using industry-standard benchmarks and applied to the $173.3 million in total transaction value. In total, these expenditures are estimated at approximately $13.9 million, or about 8.0% of total sales. These expenditures were mapped to corresponding industry sectors to estimate direct, indirect, and induced impacts, capturing activity within real estate, financial, and professional services, as well as broader supply chain and household spending effects. The total sales estimate assumes full absorption of all fractional ownership interests across the 118 units and is based on comparable fractional ownership properties using per-bedroom and per-square-foot pricing benchmarks.

The modeled real estate transactions are estimated to generate $15.4 million in total economic output in the City of South Lake Tahoe, supporting 80 jobs and $3.3 million in labor income. These impacts are concentrated in real estate, financial, and professional services, where transaction-related spending is primarily directed. The project

[8] Estimated sales values per unit range from approximately $1.14 million to $1.52 million based on market benchmarks from comparable fractional ownership properties provided by Commercial and applied to the proposed unit mix (see Appendix D). These estimates result in an overall projected sales value of approximately $173.3 million for the proposed development.

also generates $6.3 million in value added, reflecting its contribution to the local economy. In the remainder of El Dorado County, transaction activity supports approximately 25 jobs and $5.0 million in economic output through indirect and induced effects.[9]

Table 6. Economic Impact of Real Estate Transactions, City of South Lake Tahoe ($, K)

| Impact Type | Annual Average Employment | Labor Income | Value Added | Output |
|---|---|---|---|---|
| Direct | 70 | $2,836.7 | $5,239.2 | $13,365.1 |
| Indirect | 9 | $449.4 | $773.6 | $1,735.7 |
| Induced | 1 | $52.7 | $257.3 | $342.6 |
| **Total** | **80** | **$3,338.8** | **$6,270.1** | **$15,443.3** |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

State and local tax revenues are generated through direct transaction-related spending and the broader economic activity that those transactions support. Excluding property and transfer tax effects, the sale of shared-ownership interests generates revenues in major tax categories, including sales, corporate profits, and income taxes, with additional contributions from social insurance and other taxes.

Property and transfer tax revenues are directly tied to the value of real estate transactions. Property tax impacts are estimated based on the total assessed value of $173.3 million, resulting in approximately $1.9 million in total state and local property tax revenues, including an estimated $89,150 allocated to the City of South Lake Tahoe. In addition, real estate transactions generate approximately $190,618 in documentary transfer taxes, with revenues split between the city and El Dorado County.[10]

The modeled real estate transactions are estimated to generate approximately $2.8 million in total state and local tax revenues in the City of South Lake Tahoe. These revenues are driven primarily by property and transfer taxes, which account for most fiscal impacts due to their direct connection to transaction value. Additional revenues are generated through sales, corporate profits, and income taxes, reflecting economic activity supported by transaction-related services and associated spending. Additional fiscal impacts in the remainder of El Dorado County total approximately $218,000 in state and local tax revenues, generated through indirect and induced activity tied to transaction-related spending in the city.

[9] Property transaction-related economic and fiscal impacts for the remainder of El Dorado County are provided in Appendix C.

[10] Property tax estimates are based on the application of the applicable tax rate (1.09%) to the aggregate value of all fractional ownership interests at sale. Transfer tax estimates are based on California documentary transfer tax rates applied to total transaction value. These estimates assume full absorption of all units and reflect the cumulative effect of individual ownership transactions.

Table 7. State and Local Fiscal Impact of Real Estate Transactions, City of South Lake Tahoe ($)

| Tax Type | Direct | Indirect | Induced | Total |
|---|---|---|---|---|
| Sales Tax | $171,571 | $18,421 | $10,070 | $200,062 |
| Property Tax | $2,126,521 | $24,665 | $13,426 | $2,164,613 |
| Income Tax | $58,183 | $6,290 | $418 | $64,890 |
| Social Insurance Tax | $7,456 | $1,794 | $274 | $9,524 |
| Corporate Profits Tax | $60,384 | $8,622 | $5,556 | $74,562 |
| Transfer Tax | $190,618 | $0 | $0 | $190,618 |
| Other | $79,344 | $8,526 | $4,534 | $92,404 |
| Total | **$2,694,076** | **$68,318** | **$34,277** | **$2,796,671** |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

At the city level, real estate transactions are estimated to generate approximately $399,000 in total tax revenues. These revenues are similarly driven by property and transfer taxes, with additional contributions from sales taxes and other locally generated revenues.

Table 8. City-Level Fiscal Impact of Real Estate Transactions, City of South Lake Tahoe ($)

| Tax Type | Direct | Indirect | Induced | Total |
|---|---|---|---|---|
| Sales Tax | $21,785 | $2,339 | $1,279 | $25,403 |
| Property Tax | $229,200 | $15,038 | $8,186 | $252,424 |
| Transfer Tax | $95,309 | $0 | $0 | $95,309 |
| Other | $22,500 | $2,416 | $1,321 | $26,236 |
| Total | **$368,794** | **$19,793** | **$10,785** | **$399,372** |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

## Economic and Fiscal Impact of Increased Visitor Spending

Using the estimated net changes in occupied room nights associated with the construction and operation of the proposed Emerald Bay Resort, this analysis evaluates the economic and fiscal impacts associated with the resulting changes in visitor activity. These changes translate into visitor spending throughout South Lake Tahoe, generating direct economic activity that supports additional indirect and induced effects across the local economy. To illustrate how visitor spending may continue circulating through the economy over time, this section quantifies impacts across three time-horizon scenarios: one year, ten years, and twenty-five years.[11]

[11] Long-term scenarios represent extrapolated annualized impact estimates rather than predictive forecasts. IMPLAN is a static annual input-output model; extending annual impacts over multiple years assumes relatively stable production relationships, spending patterns, economic conditions, and tax structures over time.

In addition, some degree of demand substitution from existing hospitality supply remains possible. However, because the proposed development represents an addition to current lodging inventory rather than the conversion or removal of existing hotel rooms, the potential substitution effect is expected to be more limited. Shared-ownership properties also tend to generate different visitation patterns than traditional lodgings, including more frequent repeat travel and higher overall utilization, which can increase total visitation rather than simply redistribute existing demand. At the same time, visitor demand in South Lake Tahoe is not perfectly elastic, meaning some portion of stays at the proposed development could otherwise have occurred in the existing lodging market. To account for this possibility, this analysis evaluates substitution scenarios of 10% and 20% of occupied unit nights, with results presented in Appendix B.

Table 9. Modeled Changes in Room Nights and Visitor Nights

| Scenario | Description | Net Change in Occupied Rooms | Net New Visitor Nights |
|---|---|---|---|
| A | One-Year Visitor Spending Impact | 34,456 | 155,052 |
| B | Ten-Year Visitor Spending Impact | 344,560 | 1,550,520 |
| C | Twenty-Five-Year Visitor Spending Impact | 861,400 | 3,876,300 |

**Source: Pinoz LLC. Analysis by Beacon Economics. Note: Visitor nights are estimated by multiplying room nights by an assumed average of 4.5 visitors per occupied room. Resort units are expected to house 4-7 occupants, making 4.5 a conservative assumption.**

Based on visitor spending data and average length of stay from Visit Lake Tahoe,[12] Beacon Economics estimates that visitors spend roughly $50 per person per day on average, excluding accommodations.[13,14] When combined with visitor spending patterns from Visit California for El Dorado County, the analysis indicates that more than half of non-accommodation spending is on food and beverages, followed by entertainment and retail. Transportation accounts for the smallest share, likely reflecting the high share of visitors who rely on personal vehicles.

To align visitor expenditures with underlying economic activity, Beacon Economics applied an industry aggregation approach, grouping spending categories into representative industries, such as food and beverage (including full-service restaurants, limited-service restaurants, other food services, and food and beverage retail).

[12] The Lake Tahoe Visitors Authority "Visit Lake Tahoe" publishes monthly destination reports on tourism activity in the City of South Lake Tahoe. Beacon Economics utilized visitor spending and length-of-stay data reported therein; underlying sources cited in these reports include Visa and Datafy. Using these data, Beacon Economics was able to estimate average daily visitor spending over calendar year 2025.

[13] The assumed $50 in daily spending per visitor reflects average visitor behavior. Timeshare users typically spend more per trip, suggesting this estimate is conservative; however, no adjustment was made due to limited local data.

[14] Visitor spending excludes accommodations to avoid double counting. Because changes in occupied room nights are used to estimate visitation in this analysis, lodging represents the underlying driver of impacts rather than an additional source of spending. Including accommodation expenditures would therefore count the same activity as both an input and an output.

Table 10. Average Spending per Visitor per Day by Category Type ($)

| Spending Category | Average |
|---|---|
| Food and Beverage | $24.32 |
| Entertainment | $10.94 |
| Retail Merchandise | $7.07 |
| Transportation | $6.33 |
| **Total** | $48.65 |

**Source: Visit Lake Tahoe; Visit California. Analysis by Beacon Economics.**

Direct spending is then estimated for each of the three time-horizon scenarios, with higher spending levels corresponding to those that generate more net new visitors. However, direct visitor spending does not fully translate into local economic impact. A significant share of this spending occurs in retail outlets, which have higher margins and economic leakage due to non-local production. For example, many retail goods sold in the Lake Tahoe region are produced elsewhere and imported for local sale. In these cases, only the retail margin captured at the point of sale is counted as local economic activity, while the remainder leaks to production and supply chains located outside the study region. As a result, a portion of spending flows outside the local economy, leading to downward adjustments in total local impacts.

Table 11. Direct Visitor Spending per Day by Category Under Scenario ($)

| Spending Category | Scenario A: (1Yr) | Scenario B: (10Yr) | Scenario C: (25Yr) |
|---|---|---|---|
| **New Visitors** | **155,052** | **1,550,520** | **3,876,300** |
| Food and Beverage | $3,770,144 | $37,701,443 | $94,253,607 |
| Entertainment | $1,695,556 | $16,955,563 | $42,388,908 |
| Retail Merchandise | $1,096,750 | $10,967,499 | $27,418,749 |
| Transportation | $981,023 | $9,810,232 | $24,525,580 |
| **Total** | **$7,543,474** | **$75,434,737** | **$188,586,843** |

**Source: Visit Lake Tahoe; Visit California. Analysis by Beacon Economics. Note: Direct spending is estimated by multiplying the number of net new visitors by average daily spending amounts by category. Totals may not sum exactly due to rounding.**

Even after accounting for leakage, the estimated increase in visitor activity generates measurable gains in local economic activity throughout the city. The reported impacts reflect the combined direct, indirect, and induced effects associated with tourism-related spending. The one-year visitor spending scenario is estimated to support approximately $6.7 million in total economic output, including nearly $3.9 million in value added and roughly $2.4 million in labor income. Over longer time horizons, these impacts scale proportionally, reaching an estimated $66.6 million in output under the ten-year scenario and approximately $166.4 million under the twenty-five-year scenario. Value added impacts, which are conceptually comparable to regional gross domestic product (GDP), are estimated at approximately $97.0 million under the twenty-five-year scenario, while labor income impacts total

nearly $60 million over the same period. Employment impacts are reported as annual average jobs supported, consistent with standard input-output modeling. Accordingly, the analysis estimates approximately 118 jobs supported annually across scenarios, equivalent to roughly 118 job-years under the one-year scenario, 1,180 job-years under the ten-year scenario, and 2,950 job-years under the twenty-five-year scenario.[15]

Table 12. Economic Impact of Visitor Spending by Scenario, City of South Lake Tahoe ($)

| Economic Indicator | Scenario A: (1Yr) | Scenario B: (10Yr) | Scenario C: (25Yr) |
|---|---|---|---|
| New Visitors | 155,052 | 1,550,520 | 3,876,300 |
| Output | $6,657,227.7 | $66,572,276.8 | $166,430,691.9 |
| Value Added | $3,879,674.2 | $38,796,741.7 | $96,991,854.1 |
| Labor Income | $2,397,626.6 | $23,976,265.8 | $59,940,664.5 |
| Annual Average Employment | 118 | 118 | 118 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts**

In addition to broader economic impacts, the increase in visitor spending also generates substantial fiscal benefits at both the state and local levels. In the one-year scenario, visitor activity is estimated to support approximately $1.2 million in combined state and local tax revenues, increasing to nearly $29.8 million under the twenty-five-year scenario. Property and sales taxes account for the largest share of fiscal impacts across all scenarios, reflecting both tourism-related transactions and the broader economic activity supported throughout the regional economy.

Table 13a. Fiscal Impact of Visitor Spending by Scenario ($), State and Local

| Tax Type | Scenario A: (1Yr) | Scenario B: (10Yr) | Scenario C: (25Yr) |
|---|---|---|---|
| New Visitors | 155,052 | 1,550,520 | 3,876,300 |
| Sales Tax | $382,076 | $3,820,758 | $9,551,895 |
| Property Tax | $510,033 | $5,100,331 | $12,750,827 |
| Income Tax | $46,572 | $465,724 | $1,164,309 |
| Social Insurance Tax | $23,081 | $230,811 | $577,028 |
| Corporate Profits Tax | $58,620 | $586,204 | $1,465,510 |
| Other | $173,356 | $1,733,561 | $4,333,901 |
| Total | $1,193,739 | $11,937,388 | $29,843,470 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. Totals may not sum exactly due to rounding.**

At the city level, visitor spending associated with the proposed development is estimated to generate approximately $409,600 in total tax revenues under the one-year scenario, increasing to roughly $4.1 million

[15] Visitor spending-related economic and fiscal impacts for the remainder of El Dorado County are provided in Appendix C.

under the ten-year scenario and more than $10.2 million under the twenty-five-year scenario. Property tax revenues account for the largest share of local fiscal impacts across all scenarios, while sales tax revenues also increase as additional visitor expenditures flow through local restaurants, retail establishments, and other visitor-serving businesses.

Table 13b. Fiscal Impact of Visitor Spending by Scenario ($), City of South Lake Tahoe

| Tax Type | Scenario A: (1Yr) | Scenario B: (10Yr) | Scenario C: (25Yr) |
|---|---|---|---|
| Sales Tax | $48,514 | $485,145 | $1,212,862 |
| Property Tax | $310,966 | $3,109,659 | $7,774,149 |
| Other | $50,105 | $501,050 | $1,252,625 |
| Total | $409,585 | $4,095,854 | $10,239,635 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. Totals may not sum exactly due to rounding.**

## Changes in Transient Occupancy Tax Revenue

The increase in taxable room nights associated with the proposed resort is expected to generate substantial TOT revenue for South Lake Tahoe. Because room rates in South Lake Tahoe fluctuate significantly throughout the year, the analysis evaluates TOT impacts under two average RevPAR assumptions. The first scenario uses an estimated RevPAR of approximately $601, reflecting average market performance derived from TRI Commercial and CoStar data. The second scenario applies a RevPAR assumption of $700 to reflect stronger seasonal pricing conditions during periods of elevated demand and peak occupancy.

Under the lower RevPAR assumption, the one-year visitor spending scenario is estimated to generate approximately $1.4 million in TOT revenues, increasing to roughly $13.6 million under the ten-year scenario and more than $34.1 million under the twenty-five-year scenario. Under the higher RevPAR assumption, estimated TOT revenues increase to approximately $1.6 million under the one-year scenario, $15.9 million under the ten-year scenario, and nearly $39.7 million under the twenty-five-year scenario. These estimates illustrate the direct relationship between increases in taxable room nights and TOT collections, highlighting the importance of sustained visitor activity to the city's revenue base.

Table 14. Estimated TOT Impacts by Scenario, City of South Lake Tahoe

| Scenario | Revenue Per Available Room | Change in Total Taxable Room Nights | TOT Impact (14%) ($) |
|---|---|---|---|
| A1: One-Year Visitor Spending Impact | $601.48 | 16,194 | $1,363,678 |
| B1: Ten-Year Visitor Spending Impact | $601.48 | 161,943 | $13,636,783 |
| C1: Twenty Five-Year Visitor Spending Impact | $601.48 | 404,858 | $34,091,959 |
| A2: One-Year Visitor Spending Impact | $700 | 16,194 | $1,587,043 |
| B2: Ten-Year Visitor Spending Impact | $700 | 161,943 | $15,870,434 |
| C2: Twenty Five-Year Visitor Spending Impact | $700 | 404,858 | $39,676,084 |

**Source: TRI Commercial; CoStar Group; City of South Lake Tahoe. Analysis by Beacon Economics. Note: Estimates assume a 14% transient occupancy tax (TOT) rate, consisting of the City's 12% base TOT and the additional 2% Measure P assessment, applied to taxable room revenue.**

## Overall Economic and Fiscal Impacts

It should be noted that employment impacts differ in duration and character across the three categories of activity evaluated in this report.[16] Construction-related jobs are temporary and supported over the project's multi-year buildout period. Given existing regional commuting patterns in the Tahoe Basin and surrounding areas, many of these workers are likely to commute into the region rather than represent new permanent residents. Similarly, jobs related to shared-ownership real estate transactions are temporary in nature and tied to the marketing, sale, and absorption of ownership interests through brokers, lenders, appraisers, legal services, escrow services, and related industries. These activities are also expected to primarily support professionals and businesses already operating in the regional economy. By contrast, visitor spending impacts represent ongoing annual employment supported by continued tourism activity associated with the project, primarily supporting existing hospitality, retail, food service, and recreation-related employment.

When combined, the construction, real estate transaction, and visitor spending impacts associated with the proposed development generate substantial economic and fiscal benefits for the City of South Lake Tahoe. Across all activity, the project is estimated to support approximately 258 annual average jobs during active periods of construction and operation, including employment associated with construction activity, real estate transactions, and ongoing visitor spending. Over the evaluated time horizons, this translates to approximately 498 total

[16] Once construction is completed, the Emerald Bay Resort is expected to support approximately 35 ongoing annual jobs associated with property management, hospitality, maintenance, landscaping, and related operational roles at the development. Over 10 years of operations, this equates to approximately 350 job-years of employment supported by the project.

employment-years under the one-year scenario, increasing to roughly 1,560 employment-years under the ten-year scenario and approximately 3,330 employment-years under the twenty-five-year scenario.

Total economic output generated by the project is estimated at approximately $99.2 million under the one-year scenario, roughly $159.1 million under the ten-year scenario, and approximately $259.0 million under the twenty-five-year scenario. Corresponding value-added impacts, which are conceptually comparable to contributions to regional GDP, are estimated at approximately $49.6 million, $84.5 million, and $142.7 million across the three scenarios, respectively. Total labor income supported by the project reaches approximately $92.7 million under the twenty-five-year scenario. These impacts reflect the combined direct, indirect, and induced effects associated with construction activity, real estate transactions, and sustained visitor spending.

The project also generates substantial fiscal benefits. Combined state and local tax revenues, excluding TOT, increase significantly across all scenarios, driven by gains in sales taxes, property taxes, income taxes, and other business-related taxes. At the city level, overall fiscal impacts, including TOT revenues and documentary transfer taxes, are estimated to range from approximately $2.8 million to $3.1 million under the one-year scenario, depending on RevPAR assumptions. Under the twenty-five-year scenario, total city fiscal impacts increase to between approximately $48.2 million and $53.8 million. Property taxes and TOT revenues account for the largest share of local fiscal impacts, reflecting both ongoing tourism activity supported by the project and the long-term contribution of real estate-related activity to the city's revenue base.

Table 15. Total Economic Impacts for Shared Ownership Development, City of South Lake Tahoe ($, M)

| Economic Indicator | Scenario A: (1Yr) | Scenario B: (10Yr) | Scenario C: (25Yr) |
|---|---|---|---|
| **New Visitors** | **155,052** | **1,550,520** | **3,876,300** |
| Annual Employment (from Construction) | 60 | 60 | 60 |
| Annual Employment (from RE Transactions) | 80 | 80 | 80 |
| Annual Employment (from Visitor Spending) | 118 | 118 | 118 |
| **Total Annual Employment** | **258** | **258** | **258** |
| Cumulative Employment (from Construction) | 300 | 300 | 300 |
| Cumulative Employment (from RE Transactions) | 80 | 80 | 80 |
| Cumulative Employment (from Visitor Spending) | 118 | 1,180 | 2,950 |
| **Total Employment-Years** | **498** | **1560** | **3,330** |
| Cumulative Labor Income (from Construction) | $29.4 | $29.4 | $29.4 |
| Cumulative Labor Income (from RE Transactions) | $3.3 | $3.3 | $3.3 |
| Cumulative Labor Income (from Visitor Spending) | $2.4 | $24.0 | $59.9 |
| **Total Labor Income** | **$35.1** | **$56.7** | **$92.7** |
| Value Added (from Construction) | $39.4 | $39.4 | $39.4 |
| Value Added (from RE Transactions) | $6.3 | $6.3 | $6.3 |
| Value Added (from Visitor Spending) | $3.9 | $38.8 | $97.0 |
| **Total Value Added** | **$49.6** | **$84.5** | **$142.7** |
| Output (from Construction) | $77.1 | $77.1 | $77.1 |
| Output (from RE Transactions) | $15.4 | $15.4 | $15.4 |
| Output (from Visitor Spending) | $6.7 | $66.6 | $166.4 |
| **Total Output** | **$99.2** | **$159.1** | **$259.0** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. Totals may not sum exactly due to rounding.**

Table 16. Total Fiscal Impacts for Shared Ownership Development ($), State and Local

| Economic Indicator | Scenario A: (1Yr) | Scenario B: (10Yr) | Scenario C: (25Yr) |
|---|---|---|---|
| **New Visitors** | **155,052** | **1,550,520** | **3,876,300** |
| Sales Tax (from Construction) | $650,715 | $650,715 | $650,715 |
| Sales Tax (from RE Transactions) | $200,062 | $200,062 | $200,062 |
| Sales Tax (from Visitor Spending) | $382,076 | $3,820,758 | $9,551,895 |
| **Total Sales Tax** | **$1,232,852** | **$4,671,534** | **$10,402,671** |
| Property Tax (from Construction) | $873,099 | $873,099 | $873,099 |
| Property Tax (from RE Transactions) | $2,164,613 | $21,037,422 | $61,023,444 |
| Property Tax (from Visitor Spending) | $510,033 | $5,100,331 | $12,750,827 |
| **Total Property Tax** | **$3,547,744** | **$27,010,852** | **$74,647,370** |
| Income Tax (from Construction) | $313,127 | $313,127 | $313,127 |
| Income Tax (from RE Transactions) | $64,890 | $64,890 | $64,890 |
| Income Tax (from Visitor Spending) | $46,572 | $465,724 | $1,164,309 |
| **Total Income Tax** | **$424,589** | **$843,741** | **$1,542,326** |
| Social Insurance Tax (from Construction) | $133,462 | $133,462 | $133,462 |
| Social Insurance Tax (from RE Transactions) | $9,524 | $9,524 | $9,524 |
| Social Insurance Tax (from Visitor Spending) | $23,081 | $230,811 | $577,028 |
| **Total Social Insurance Tax** | **$166,067** | **$373,796** | **$720,013** |
| Corporate Profits Tax (from Construction) | $256,562 | $256,562 | $256,562 |
| Corporate Profits Tax (from RE Transactions) | $74,562 | $74,562 | $74,562 |
| Corporate Profits Tax (from Visitor Spending) | $58,620 | $586,204 | $1,465,510 |
| **Total Corporate Profits Tax** | **$389,744** | **$917,328** | **$1,796,634** |
| Other (from Construction) | $305,277 | $305,277 | $305,277 |
| Other (from RE Transactions) | $92,404 | $92,404 | $92,404 |
| Other (from Visitor Spending) | $173,356 | $1,733,561 | $4,333,901 |
| **Total Other** | **$571,037** | **$2,131,241** | **$4,731,582** |
| **Total Transient Occupancy Tax (RevPAR = $601.48)** | **$1,363,678** | **$13,636,783** | **$34,091,959** |
| **Total Transient Occupancy Tax (RevPAR = $700)** | **$1,587,043** | **$15,870,434** | **$39,676,084** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. Totals may not sum exactly due to rounding.**

Table 17. Total Fiscal Impacts for Shared Ownership Development ($), City of South Lake Tahoe

| Economic Indicator | Scenario A: (1Yr) | Scenario B: (10Yr) | Scenario C: (25Yr) |
|---|---|---|---|
| **New Visitors** | **155,052** | **1,550,520** | **3,876,300** |
| Sales Tax (from Construction) | $82,625 | $82,625 | $82,625 |
| Sales Tax (from RE Transactions) | $21,785 | $21,785 | $21,785 |
| Sales Tax (from Visitor Spending) | $48,514 | $485,145 | $1,212,862 |
| Total Sales Tax | $152,925 | $589,555 | $1,317,272 |
| Property Tax (from Construction) | $532,326 | $532,326 | $532,326 |
| Property Tax (from RE Transactions) | $229,200 | $1,116,218 | $2,995,551 |
| Property Tax (from Visitor Spending) | $310,966 | $3,109,659 | $7,774,149 |
| **Total Property Tax** | **$1,072,492** | **$4,758,203** | **$11,302,026** |
| Other (from Construction) | $85,334 | $85,334 | $85,334 |
| Other (from RE Transactions) | $22,500 | $22,500 | $22,500 |
| Other (from Visitor Spending) | $50,105 | $501,050 | $1,252,625 |
| **Total Other** | **$157,939** | **$608,883** | **$1,360,458** |
| **Total Transient Occupancy Tax (RevPAR = $601.48)** | **$1,363,678** | **$13,636,783** | **$34,091,959** |
| **Total Transient Occupancy Tax (RevPAR = $700)** | **$1,587,043** | **$15,870,434** | **$39,676,084** |
| **Documentary Transfer Tax** | **$95,309** | **$95,309** | **$95,309** |
| **Overall (RevPAR = $601.48)** | **$2,842,343** | **$19,688,734** | **$48,167,024** |
| **Overall (RevPAR = $700)** | **$3,065,708** | **$21,922,384** | **$53,751,149** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. Totals may not sum exactly due to rounding.**

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# Conclusion

The proposed Emerald Bay Resort shared-ownership development is expected to generate substantial economic and fiscal activity in the City of South Lake Tahoe and the broader regional economy. Based on market analysis, industry research, and IMPLAN input-output modeling presented throughout this report, the project is expected to support economic activity through multiple channels, including construction spending, real estate transactions, visitor expenditures, and ongoing tourism-related activity.

Analysis of the broader South Lake Tahoe hospitality market suggests that the proposed development would enter a market characterized by constrained lodging supply, strong seasonal demand, and continued pricing strength among higher-end hospitality properties. Based on comparable luxury lodging and shared-ownership properties, the projected occupancy, ADR, and RevPAR assumptions used throughout the analysis were found to be reasonable under stabilized market conditions.

Consistent with broader industry literature, shared-ownership developments also tend to generate visitation patterns that differ from traditional hotel lodging, including higher occupancy rates, repeat visitation, longer stays, and greater visitor spending per trip. These characteristics contribute to sustained visitor activity and broader economic spillover effects throughout local visitor-serving industries, including restaurants, retail, entertainment, and recreation.

Across the evaluated scenarios, the proposed development is estimated to support substantial employment, labor income, value added, and economic output in the City of South Lake Tahoe. The project is also expected to generate significant fiscal benefits through property taxes, sales taxes, documentary transfer taxes, and transient occupancy tax revenues associated with renter-occupied stays. While some uncertainty exists regarding future tourism demand, occupancy levels, pricing conditions, and the degree to which new lodging demand may substitute for existing hospitality inventory, the analysis evaluates alternative substitution scenarios to test the sensitivity of projected impacts under more conservative assumptions (see Appendix B). Even under these more conservative scenarios, the proposed development continues to generate positive net economic and fiscal impacts.

Overall, the findings of this report suggest that the proposed Emerald Bay Resort development would represent a valuable addition to South Lake Tahoe's tourism economy, supporting continued visitor activity, local business spending, employment, and public revenues over both the short and long term.

# Appendix

## Appendix A: Economic and Fiscal Impact Methodology

### Study Region

Clearly defining the study region is essential to accurately measure where economic activity occurs and to distinguish between local and broader regional impacts.

- Primary Region: City of South Lake Tahoe defined using ZIP code–level geography to closely approximate economic activity in the city.
- Secondary Region: Remainder of El Dorado County, excluding the City of South Lake Tahoe, to capture spillover effects beyond the city. Impacts in this region are limited to indirect and induced effects, reflecting economic activity generated through supply chain linkages and household spending rather than initial project expenditures.

### IMPLAN Methodology

Beacon Economics conducted the economic and fiscal impact analysis using a multi-regional input-output (MRIO) modeling framework to estimate how spending associated with the proposed resort development, consisting of shared-ownership units, circulates through the local economy. The MRIO approach captures spending that may leave the city but is then recirculated in the broader county economy through inter-industry trade. As a result, the model provides a more comprehensive estimate of total countywide impacts by accounting for regional "buy-backs" and supply chain relationships across geographies. This includes both one-time impacts, such as the resort's construction and real estate transaction activity, as well as ongoing visitor spending associated with its use. The analysis is based on data from the U.S. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau, as compiled by IMPLAN to represent regional economic relationships and production patterns. The modeling framework uses industry-specific multipliers to trace how initial expenditures generate additional economic activity through supply chain linkages and household spending. Specifically, the analysis includes three types of effects:

- **Direct effects:** Initial economic activity associated with project-related spending, including construction, real estate transaction services, and visitor expenditures within the local economy.
- **Indirect effects:** Business-to-business transactions as industries purchase goods and services from other industries to support the initial activity.
- **Induced effects:** Additional household spending generated by labor income earned through direct and indirect activity.

Economic impacts are reported across four standard measures:

- **Output:** Total value of goods and services produced.
- **Value Added:** Contribution to regional gross domestic product, including labor income, business profits, and taxes on production and imports.
- **Labor Income:** Wages, salaries, and employer-paid benefits.
- **Employment:** Number of annual average jobs supported, including both full-time and part-time positions, reflecting average employment over the course of a year rather than a count of unique workers or full-time equivalents.

Fiscal impacts are estimated in the same framework and include state and local tax revenues generated through economic activity. These include taxes on production and imports (such as sales and excise taxes), property taxes, personal income taxes, corporate income taxes, and social insurance contributions associated with labor income and business activity. Property tax impacts related to real estate transactions are presented separately to reflect the institutional features of California's property tax system, particularly under Proposition 13, which limits reassessment to changes in ownership. Transient occupancy tax impacts on the City of South Lake Tahoe and documentary transfer tax impacts were also calculated separately.

The analysis reflects current economic conditions and industry relationships as represented in the IMPLAN dataset, which captures the structure of the regional economy at a point in time. As with all input-output models, results represent estimates rather than forecasts and are based on standard modeling assumptions, including fixed production relationships, no supply constraints, and constant returns to scale. The model assumes that industries purchase inputs in consistent proportions and that sufficient capacity exists to meet changes in demand without price adjustments. Accordingly, results should be interpreted as a measure of economic activity supported under current conditions, rather than a prediction of future economic outcomes.

## Appendix B: Substitution Effects Associated with Visitor Spending Scenarios

As discussed in Part III, some degree of substitution from existing hospitality supply remains possible if a portion of visitors who would have otherwise stayed in traditional lodgings shift to the proposed shared-ownership development. To evaluate this possibility, Beacon Economics modeled alternative scenarios assuming that 10% and 20% of occupied room nights associated with the proposed development substitute for existing hotel demand. These scenarios are intended to represent conservative sensitivity tests rather than expected outcomes.

The potential for substitution is moderated by several characteristics of the proposed development. Unlike hotel-to-timeshare conversions that remove existing taxable lodging inventory from the market, the proposed project adds new lodging capacity to the South Lake Tahoe hospitality market. In addition, shared-ownership properties often generate distinct visitation patterns, including more frequent repeat travel and higher utilization rates, which can increase overall visitation rather than simply redistribute existing demand. As a result, the 20% substitution scenario should be interpreted as an upper-bound assumption intended to test the resiliency of projected impacts under more conservative conditions.

Even under these substitution assumptions, the project continues to generate positive economic and fiscal impacts for the City of South Lake Tahoe. Under the 10% substitution scenario, the project is estimated to support approximately $6.0 million in economic output and roughly $1.1 million in combined state and local tax revenues annually. Under the more conservative 20% substitution scenario, impacts remain substantial, supporting approximately $5.3 million in economic output and nearly $955,000 in combined state and local tax revenues.

Importantly, TOT revenues remain positive under both substitution scenarios. Using the lower RevPAR assumption, the project is estimated to generate approximately $1.1 million in annual TOT revenues under the 10% substitution scenario and approximately $783,000 under the 20% substitution scenario. Under the higher RevPAR assumption, estimated annual TOT revenues increase to approximately $1.25 million and $912,000, respectively. These findings indicate that even under conservative substitution assumptions, the proposed development continues to generate net positive fiscal benefits for the city.

## Table B1. Estimated Occupancy Changes for South Lake Tahoe Submarket

| Scenario | 10% Substitution | 20% Substitution |
|---|---|---|
| Total Submarket Hospitality Room Nights<br>(SLT Hospitality Submarket, 6,545-room inventory × 365 days) | 2,388,925 | 2,388,925 |
| Occupied Hospitality Room Nights<br>(Average annual occupancy rate of 55.7% applied to Room Nights) | 1,330,631 | 1,330,631 |
| Total Room Nights Added by New Development<br>(118 Units × 365 Days) | 43,070 | 43,070 |
| Occupied Added Room Nights<br>(80% Occupancy of New Development) | 34,456 | 34,456 |
| **Change in Added Room Nights of New Development<br>(Due to Substitution)** | **(3,446)** | **(6,891)** |
| **Net Change in Added Room Nights of New Development** | **31,010** | **27,565** |
| New Development Room Nights Occupied by Non-Renters<br>(33% of New Development Occupancy) | 11,370 | 11,370 |
| Fractional Room Nights Occupied by Renters<br>(47% of New Development Occupancy) | 16,194 | 16,194 |
| Change in Added Room Nights of New Development<br>(Due to Substitution) | (3,446) | (6,891) |
| **Net Change in Renter Occupied New Development Room Nights<br>(Taxable Rooms)** | **12,749** | **9,303** |

**Source: Pinoz LLC, Costar Group, TRI Commercial. Analysis by Beacon Economics.**

## Table B2. Modeled Changes in Room Nights and Visitor Nights

| Scenario | Description | Net Change in Occupied Rooms | Net New Visitor Nights |
|---|---|---|---|
| D | 10% Substitution | 31,010 | 139,547 |
| E | 20% Substitution | 27,565 | 124,042 |

**Source: Pinoz LLC. Analysis by Beacon Economics.**
**Note: Visitor nights are estimated by multiplying room nights by an assumed average of 4.5 visitors per occupied room.**

## Table B3. Direct Visitor Spending per Day by Category Under Scenario ($)

| Spending Category | Scenario D | Scenario E |
|---|---|---|
| **New Visitors** | **139,547** | **124,042** |
| Food and Beverage | $3,393,086 | $3,016,137 |
| Entertainment | $1,525,981 | $1,356,455 |
| Retail Merchandise | $987,062 | $877,406 |
| Transportation | $882,909 | $784,824 |
| **Total** | **$6,789,039** | **$6,034,823** |

**Source: Visit Lake Tahoe; Visit California. Analysis by Beacon Economics. Note: Direct spending is estimated by multiplying the number of net new visitors by average daily spending amounts by category. Totals may not sum exactly due to rounding.**

## Table B4. Economic Impact of Visitor Spending by Scenario, City of South Lake Tahoe ($)

| Economic Indicator | Scenario D | Scenario E |
|---|---|---|
| **New Visitors** | **139,547** | **124,042** |
| Output | $5,990,995.1 | $5,324,938.9 |
| Value Added | $3,491,457.1 | $3,103,318.7 |
| Labor Income | $2,157,693.5 | $1,917,818.8 |
| Annual Average Employment | 106 | 94 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts**

## Table B5a. Fiscal Impact of Visitor Spending by Scenario ($), State and Local

| Tax Type | Scenario D | Scenario E |
|---|---|---|
| **New Visitors** | **139,547** | **124,042** |
| Sales Tax | $358,196 | $305,644 |
| Property Tax | $478,156 | $408,004 |
| Income Tax | $43,660 | $37,251 |
| Social Insurance Tax | $21,638 | $18,462 |
| Corporate Profits Tax | $54,954 | $46,889 |
| Other | $162,521 | $138,677 |
| Total | **$1,119,125** | **$954,927** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. Totals may not sum exactly due to rounding.**

## Table B5b. Fiscal Impact of Visitor Spending by Scenario ($), City of South Lake Tahoe

| Tax Type | Scenario D | Scenario E |
|---|---|---|
| Sales Tax | $43,662 | $38,809 |
| Property Tax | $279,861 | $248,759 |
| Other | $45,093 | $40,082 |
| Total | **$368,616** | **$327,650** |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. Totals may not sum exactly due to rounding.**

Table B6. Estimated TOT Impacts by Scenario, City of South Lake Tahoe

| Scenario | Revenue Per Available Room | Change in Total Taxable Room Nights | TOT Impact (14%) ($) |
|---|---|---|---|
| D1: 10% Substitution | $601.48 | 12,749 | $1,073,534 |
| E1: 20% Substitution | $601.48 | 9,303 | $783,390 |
| D2: 10% Substitution | $700.00 | 12,749 | $1,249,375 |
| E2: 20% Substitution | $700.00 | 9,303 | $911,706 |

**Source: TRI Commercial; CoStar Group; City of South Lake Tahoe. Analysis by Beacon Economics. Note: Estimates assume a 14% transient occupancy tax (TOT) rate, consisting of the City's 12% base TOT and the additional 2% Measure P assessment, applied to taxable room revenue.**

# Appendix C: Spillover Impacts in the Rest of El Dorado County

While the primary focus of this report is economic and fiscal impacts on the City of South Lake Tahoe, a portion of project-related economic activity is also expected to generate spillover impacts throughout the remainder of El Dorado County. These impacts occur primarily through indirect and induced effects associated with construction spending, real estate transactions, and visitor-related economic activity that extend beyond the city. The following tables summarize the estimated spillover economic and fiscal impacts occurring elsewhere in El Dorado County.

## Spillover Impacts: Construction Phase

Table C1. Economic Impact of Resort Construction, Remainder of El Dorado County ($, M)

| Impact Type | Annual Average Employment | Labor Income | Value Added | Output |
|---|---|---|---|---|
| Indirect | 4 | $1.4 | $2.1 | $4.2 |
| Induced | 5 | $1.4 | $3.4 | $5.2 |
| Total | 9 | $2.8 | $5.5 | $9.4 |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

Table C2. State and Local Fiscal Impact of Resort Construction, Remainder of El Dorado County ($)

| Tax Type | Indirect | Induced | Total |
|---|---|---|---|
| Sales Tax | $74,541 | $135,851 | $210,393 |
| Property Tax | $99,568 | $181,191 | $280,759 |
| Income Tax | $14,395 | $9,773 | $24,169 |
| Social Insurance Tax | $5,538 | $6,344 | $11,882 |
| Corporate Profits Tax | $9,824 | $31,221 | $41,044 |
| Other | $33,942 | $61,270 | $95,212 |
| **Total** | **$237,808** | **$425,650** | **$663,458** |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

## Spillover Impacts: Real Estate Transactions

Table C3. Economic Impact of Real Estate Transactions, Remainder of El Dorado County ($, K)

| Impact Type | Annual Average Employment | Labor Income | Value Added | Output |
|---|---|---|---|---|
| Indirect | 23 | $1,350.3 | $2,196.3 | $4,517.4 |
| Induced | 2 | $137.9 | $330.7 | $505.0 |
| **Total** | 25 | $1,488.2 | $2,527.1 | $5,022.4 |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

Table C4. State and Local Fiscal Impact of Real Estate Transactions, Remainder of El Dorado County ($)

| Tax Type | Indirect | Induced | Total |
|---|---|---|---|
| Sales Tax | $51,013 | $13,090 | $64,103 |
| Property Tax | $68,239 | $17,459 | $85,698 |
| Income Tax | $15,832 | $943 | $16,775 |
| Social Insurance Tax | $5,118 | $611 | $5,729 |
| Corporate Profits Tax | $13,670 | $3,013 | $16,683 |
| Other | $23,443 | $5,904 | $29,347 |
| **Total** | **$177,314** | **$41,020** | **$218,334** |

**Source: Pinoz LLC. Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Totals may not sum exactly due to rounding.**

## Spillover Impacts: Visitor Spending

Table C5. Economic Impact of Visitor Spending by Scenario, Remainder of El Dorado County ($)

| Economic Indicator | Scenario A: (1Yr) | Scenario B: (10Yr) | Scenario C: (25Yr) |
|---|---|---|---|
| New Visitors | 155,052 | 1,550,520 | 3,876,300 |
| Output | $1,715,094.7 | $17,150,947.3 | $42,877,368.3 |
| Value Added | $916,287.7 | $9,162,877.1 | $22,907,192.9 |
| Labor Income | $501,596.5 | $5,015,965.4 | $12,539,913.6 |
| Annual Average Employment | 17 | 17 | 17 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. Totals may not sum exactly due to rounding.**

Table C6. Fiscal Impact of Visitor Spending by Scenario ($), State and Local

| Tax Type | Scenario A: (1Yr) | Scenario B: (10Yr) | Scenario C: (25Yr) |
|---|---|---|---|
| New Visitors | 155,052 | 1,550,520 | 3,876,300 |
| Sales Tax | $57,339 | $573,389 | $1,433,471 |
| Property Tax | $76,919 | $769,189 | $1,922,973 |
| Income Tax | $27,887 | $278,866 | $697,165 |
| Social Insurance Tax | $3,980 | $39,802 | $99,506 |
| Corporate Profits Tax | $12,989 | $129,889 | $324,722 |
| Other | $26,840 | $268,404 | $671,009 |
| Total | $205,954 | $2,059,538 | $5,148,846 |

**Source: Bureau of Economic Analysis, Bureau of Labor Statistics, and the U.S. Census Bureau. Analysis by Beacon Economics, using IMPLAN 2024 (2026 dollars). Note: Figure reflects both direct and secondary impacts. Totals may not sum exactly due to rounding.**

# Appendix D: Market Research Conducted by TRI Commercial

TRI Commercial conducted market research to evaluate prevailing occupancy patterns, vacancy rates, nightly rental pricing, RevPAR assumptions, and sales values in the South Lake Tahoe hospitality and vacation rental market. The analysis focused on comparable condominium, apartment, single-family vacation rental, hotel, timeshare, condo hotel, and fractional ownership properties in order to inform and assess the reasonableness of projected operating assumptions for the proposed Emerald Bay Resort development.

Figure D1 summarizes TRI Commercial's survey of the South Lake Tahoe residential vacation rental market during 2024, 2025, and the first quarter of 2026. The analysis included two- to four-bedroom condominium, apartment, and single-family rental properties, which together exhibited annual occupancy rates ranging from approximately 45% to 48%. These occupancy levels reflect the highly seasonal nature of the South Lake Tahoe tourism market, with substantially higher occupancies occurring during peak ski season and summer tourism months, followed by materially lower occupancy rates during the spring and fall shoulder seasons.

Peak-season nightly rental rates for surveyed properties generally ranged from approximately $1,500 to $1,800 per night for larger two- to four-bedroom units, while off-season occupancy rates declined noticeably, with vacancy rates often exceeding 50%. Overall, the surveyed units were rented approximately 164 to 175 nights annually. Based on these market trends and the comparable properties analyzed in Figures D1 and D2, TRI Commercial estimated stabilized RevPAR assumptions ranging from approximately $600 to $700 per night for the proposed fractional ownership units.

TRI Commercial further estimated that approximately 47% of annual occupied nights for the proposed development would consist of renter-occupied stays. In addition, as shown in Figure D2, approximately 35% to 40% of annual nights are projected to be occupied by fractional ownership residents themselves, resulting in an estimated overall annual occupancy rate approaching 80%.

Figure D2 also compares vacancy rates, occupancy rates, ADRs, and sales value ranges across hotels, vacation rental properties, timeshares, condo hotels, and fractional ownership developments within both the City of South Lake Tahoe and the Tahoe Basin region. According to TRI Commercial's analysis, traditional hotels and short-term vacation rentals generally exhibited higher vacancy rates than fractional ownership and condo hotel products. Fractional ownership properties demonstrated among the highest overall occupancy rates due to the combined effect of renter occupancy and owner utilization throughout the year.

Figures D3 and D4 further indicate that larger luxury-oriented units, particularly those with lake proximity and enhanced amenities, tend to command higher nightly rental rates, occupancy levels, and RevPAR performance.

Amenities associated with stronger operating performance included pools, hot tubs, barbecue and recreation areas, lake access, and larger multi-bedroom layouts designed to accommodate families and groups.

The proposed Emerald Bay Resort development comprises approximately 118 shared-ownership townhouse-style residential units situated on approximately 5.5 acres at 1080 Emerald Bay Road in South Lake Tahoe. The project is expected to include a range of visitor-oriented amenities, including a clubhouse, pool, patio and barbecue areas, landscaped open space, storage areas, and on-site parking. TRI Commercial concluded that these features are generally consistent with those observed among higher-performing comparable properties in the South Lake Tahoe market.

Figure D5 summarizes the specific sales comparables analyzed to estimate projected unit valuations for the proposed development, including condominium, single-family, multifamily, hotel, and fractional ownership transaction data from South Lake Tahoe. Based on these comparable properties and the proposed unit mix, estimated sales values range from approximately $1.14 million to $1.52 million per unit. Applied across the proposed development program, these estimates imply an overall projected sales value of approximately $173.3 million for the Emerald Bay Resort development.

These projected values are further supported by increasingly restrictive local development regulations limiting the future expansion of traditional short-term rental inventory in South Lake Tahoe.



Source: Pinoz LLC

## Figure D1. Developer Rental Estimate, City of South Lake Tahoe

| South Lake Tahoe \| Developer Rental Estimate | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| South Lake Tahoe, CA (96150) \| Data 2024–2026 | | | | | | | | |
| **Unit Type** | **Annual Occ. Rate** *(AirROI 2026 dataset)* | **Avg. Nightly Rent (ADR)** | **Eff. Nightly Rent (RevPAR)** | **Peak Season Rent** | **Mid-Season Rent** | **Low Season Rent** | **Est. Annual Rent Revenue** | **Nights Rented/Yr** |
| **CONDOS & APARTMENTS** | | | | | | | | |
| **2BR Condo / Apt** | 46% | $1,304 | $600 | $1,654 | $992 | $662 | **$219,000** | 168 |
| **3BR Condo / Apt** | 45% | $1,447 | $650 | $1,833 | $1,100 | $733 | **$237,250** | 164 |
| **4BR Condo / Apt** | 48% | $1,460 | $700 | $1,851 | $1,111 | $741 | **$255,500** | 175 |
| **SINGLE-FAMILY HOMES** | | | | | | | | |
| **2BR Home** | 48% | $1,251 | $600 | $1,587 | $952 | $635 | **$219,000** | 175 |
| **3BR Home** | 48% | $1,356 | $650 | $1,719 | $1,032 | $688 | **$237,250** | 175 |
| **4BR Home** | 48% | $1,460 | $700 | $1,851 | $1,111 | $741 | **$255,500** | 175 |

**NOTES**

Two inputs were used to build this table: real occupancy rates from SLT STR market data (2024 to 2026) and an effective nightly rent of $600 to $700. From those two inputs, everything else in the table is calculated automatically, including ADR, seasonal rates, annual revenue, and nights rented. Not every night earns the same rate: peak season nights earn 2.5x more than low season, and mid-season earns 1.5x more. Peak season accounts for 55% of booked nights, mid-season 30%, and low season 15%.

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## Figure D2. Accommodation Market Comparison, City of South Lake Tahoe

### South Lake Tahoe — Accommodation Market Comparison

*Vacancy Rate · Rental Rate · Sales Value Per Unit | City (South Lake Tahoe) vs. Region (Tahoe Basin) | 2025–2026*

| Property Type | Vacancy Rate | | Rental Rate | | Sales Value Per Unit | |
|---|---|---|---|---|---|---|
| | City (SLT) | Region (Tahoe Basin) | City (SLT) | Region (Tahoe Basin) | City (SLT) | Region (Tahoe Basin) |
| **Hotel** | 44% vacancy (56% occ.) | 62% vacancy (37.6% occ.) | $234–$601/night (avg ADR $234; 4-star avg ~$601) | $200–$550/night (basin avg ADR $234; luxury tier higher) | N/A — institutional ownership; not individually traded | N/A — institutional ownership; not individually traded |
| **Vacation Rental (Airbnb / STR)** | 45–65% vacancy (36–55% occ.; median ~45%) | 50–64% vacancy (36–50% occ. across sub-markets) | $289–$517/night (median $351; top 10%: $886+) | $250–$630/night (Tahoe City median $467; Truckee ~$350+) | $600K–$750K (permitted home; +$50K–$150K permit premium) | $600K–$1.5M+ (SLT: $600–750K; Incline Village: $1.5M+; Tahoe City: $900K–$1.3M) |
| **Timeshare** | ~15–20% vacancy (80–85%+ occ. at peak; ~50–60% shoulder season) | ~15–25% vacancy (resort-wide occ. consistently 75–85% across brand resorts) | $200–$900+/night (owner week rental: Timber Lodge $200–$600; Grand Residence $400–$900+) | $200–$900+/night (consistent across Tahoe brand resorts; HGV similar range) | $3,500–$44,000 (Timber Lodge resale, by week/season) | $3,500–$148,000+ (Timber Lodge; Grand Residence quarter: $55K–$148K; retail: $80K–$400K+) |
| **Fractional Ownership** | ~20% vacancy (~80% occ.) | ~25–40% vacancy (varies by share structure: 1/4–1/17) | $400–$1,200+/night (implied nightly rate across 13 wks; Grand Residence effective rate) | $300–$1,200+/night (North Shore; Ritz-Carlton Club implied rates higher) | $14,500–$500,000 per owner per unit | $21,000–$2M (basin-wide range; half-shares of lakefront homes up to $2M; 1/12 shares at Ritz-Carlton Club) |
| **Condo Hotel** | ~35–50% vacancy (occupancy ~50–65%; between hotel & STR performance) | ~35–55% vacancy (limited supply in basin; Margaritaville all-suite model) | $146–$400+/night (Margaritaville from ~$146; suites higher) | $130–$500+/night (basin condo-hotels similar to branded hotels) | $350K–$700K (estimated per-unit value; limited direct comps available) | $300K–$900K (North Shore condo hotels with lake view) |

Figure D3. Top 10 Highest-Performing Rentals, City of South Lake Tahoe

## Top 10 Highest-Performing Rentals in the City of South Lake Tahoe

Source: AirROI (airroi.com) — Top Earning Listings, May 2025–April 2026 · RevPAR = ADR × Occupancy

| Rank | Listing | Beds | Occupancy | ADR | Annual Revenue | RevPAR | Type | Source | Pricing Notes |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Elegant Waterfront SLT luxe01 | 6 BR | 38% | $4,200 | $565,000 | **$1,596** | Lakefront | AirROI | Lakefront, 6br, dock |
| 2 | Lake Tahoe Luxury Beach Villa Casa Bijou | 4 BR | 40% | $2,500 | $557,000 | **$1,000** | Lakefront | AirROI | Lakefront, 4br |
| 3 | Mountain Trail Lodge at Ski Run | 9 BR | 75% | $1,800 | $537,000 | **$1,350** | Inland | AirROI | 9br, Ski access |
| 4 | Luxury Lake Tahoe family hot tub gameroom | 4 BR | 41% | $1,900 | $405,000 | **$779** | Inland | AirROI | Large luxury cabin 4b, gameroom |
| 5 | Waterfront Tahoe Keys Luxury Home mv25 | 6 BR | 58% | $3,900 | $378,000 | **$2,262** | Lakefront | AirROI | Waterfront 6br |
| 6 | Mv10 South Lake Tahoe close to the beach | 2 BR | 54% | $1,100 | $312,000 | **$594** | Inland | AirROI | Near beach, view of water |
| 7 | Amazing lake view! Walk to ski shuttle. | 5 BR | 74% | $1,000 | $308,000 | **$740** | Inland | AirROI | 5br, ski access |
| 8 | Heavenly Manor at Lake Tahoe | 6 BR | 61% | $1,200 | $306,000 | **$732** | Inland | AirROI | 6 beds, elevated view of lake |
| 9 | Lakefront retreat w/ dock and hot tub | 5 BR | 28% | $2,200 | $260,000 | **$616** | Lakefront | AirROI | Lakefront, hot tub, dock, 5br |
| 10 | 3 Sierra Shores Luxury Lakefront 3BR/3BA | 3 BR | 56% | $1,000 | $254,000 | **$560** | Lakefront | AirROI | Luxury lakefront 3b3b |

| Average Performance by Property Type | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Category | Avg. Occupancy | Avg. ADR | Avg. Annual Rev. | Avg. RevPAR | | | | |
| | Lakefront (5 listings) | 44.0% | $2,760 | $402,800 | $1,207 | | | | |
| | Inland (5 listings) | 61.0% | $1,400 | $373,600 | $839 | | | | |
| | Lakefront Premium | -27.9% | +97.1% | +7.8% | +43.8% | | | | |

Note: Based on AirROI top 10 earning listings in South Lake Tahoe, May 2025–April 2026. Sample size = 10 listings (5 lakefront, 5 inland).

*Sources: STAOR MLS (SFR) | Redfin / TSMLS (Condos, Fractional) | CoStar Investment Sales (Hotel, Multifamily) | South Lake Tahoe, CA 96150*

Figure D4. Luxury STR Comps by Bedroom & Property Type, City of South Lake Tahoe

**South Lake Tahoe — Luxury STR Comps by Bedroom & Property Type**

Source: AirROI and Rabbu

**2BR Properties**

**2BR — Homes**

| Listing | Type | Occupancy | ADR | Annual Revenue | RevPAR | Lakefront | Notes |
|---|---|---|---|---|---|---|---|
| Gondola @Heavenly Pool/Hot Tub/Game Room | Home | 70.4% | $733 | $234,427 | **$516** | | 6 beds across 2BR; |
| Lighthus: A Contemporary Tahoe Retreat | Home | 85.2% | $692 | $234,493 | **$590** | | |
| Mv10 South Lake Tahoe close to the beach | Home | 54.0% | $1,100 | $312,000 | **$594** | | |
| **Average** | | **69.9%** | **$842** | **$260,307** | **$588** | | |

**2BR — Condos**

*Insufficient luxury-tier condo data available for this bedroom count*

**3BR Properties**

**3BR — Homes**

| Listing | Type | Occupancy | ADR | Annual Revenue | RevPAR | Lakefront | Notes |
|---|---|---|---|---|---|---|---|
| Tahoe Keys Waterfront Home 3BD/2BA | Home | 45.2% | $836 | $133,189 | **$378** | Yes | Lakefront |
| Lake Views 3BR Family Home w/ Hottub | Home | 79.5% | $540 | $188,153 | **$429** | | |
| Tahoe Retreat Yard/BBQ/Hot Tub | Home | 77.0% | $487 | $167,982 | **$375** | | |
| 3 Sierra Shores Luxury Lakefront 3BR/3BA | Home | 56.0% | $1,000 | $254,000 | **$560** | Yes | Lakefront |
| **Average** | | **64.4%** | **$716** | **$185,831** | **$461** | | |

**3BR — Condos**

| Listing | Type | Occupancy | ADR | Annual Revenue | RevPAR | Lakefront | Notes |
|---|---|---|---|---|---|---|---|
| Zalanta Ultimate Luxury - Perfect Location | Condo | 57.8% | $906 | $214,742 | **$524** | | Zalanta resort at Heavenly |
| **Average** | | **57.8%** | **$906** | **$214,742** | **$524** | | |

| 4BR Properties | | | | | | | |
|---|---|---|---|---|---|---|---|
| **4BR — Homes** | | | | | | | |
| **Listing** | **Type** | **Occupancy** | **ADR** | **Annual Revenue** | **RevPAR** | **Lakefront** | **Notes** |
| Lake Tahoe Luxury Beach Villa Casa Bijou | Home | 40.0% | $2,451 | $556,970 | **$980** | Yes | Lakefront |
| Lakeview! 1/2 Blk to Lake! | Home | 45.5% | $1,040 | $200,205 | **$473** | | |
| Luxury Lake Tahoe family hot tub gameroom | Home | 41.0% | $1,900 | $405,000 | **$779** | | AirROI |
| **Average** | | **42.2%** | **$1,797** | **$387,392** | **$758** | | |
| **4BR — Condos** | | | | | | | |
| *Insufficient luxury-tier condo data available for this bedroom count* | | | | | | | |

## Figure D5. Sales Comps by Product Type, City of South Lake Tahoe

| 1BR Condo Comps | | | | | |
|---|---|---|---|---|---|
| *Nov 2025–Feb 2026 \| 3 Sales \| Redfin* | | | | | |
| **#** | **Address** | **Sale Date** | **Beds** | **Sq Ft** | **Closed Price** |
| 1 | 516 Emerald Bay Rd #426, SLT 96150 | Dec 24, 2025 | 1 | 678 | $271,000 |
| 2 | 3535 Lake Tahoe Blvd #329, SLT 96150 | Nov 7, 2025 | 1 | 861 | $500,000 |
| 3 | 920 Balbijou Rd #229, SLT 96150 | Feb 17, 2026 | 1 | 821 | $805,000 |
| **Avg Closed Price — 1BR Condo** | | | | | **$525,333** |

| 2BR Condo Comps | | | | | |
|---|---|---|---|---|---|
| *Oct 2025–Mar 2026 \| 8 Sales \| Redfin* | | | | | |
| **#** | **Address** | **Sale Date** | **Beds** | **Sq Ft** | **Closed Price** |
| 1 | 1439 Ski Run Blvd J4, SLT 96150 | Dec 22, 2025 | 2 | 1060 | $495,000 |
| 2 | 3535 Lake Tahoe Blvd #520, SLT 96150 | Oct 27, 2025 | 2 | 1127 | $740,000 |
| 3 | 3344 Sandy Way #11, SLT 96150 | Mar 13, 2026 | 2 | 812 | $305,000 |
| 4 | 1510 Wildwood Ave #5, SLT 96150 | Mar 19, 2026 | 2 | 1120 | $450,000 |
| 5 | 1510 Wildwood Ave #11, SLT 96150 | Jan 30, 2026 | 2 | 1120 | $525,000 |
| 6 | 1223 Bonanza Ave #11, SLT 96150 | Mar 17, 2026 | 2 | 841 | $315,000 |
| 7 | 1281 Bonanza Ave #13, SLT 96150 | Jan 21, 2026 | 2 | 838 | $280,000 |
| 8 | 3535 Lake Tahoe Blvd #499, SLT 96150 | Dec 8, 2025 | 2 | 1518 | $800,000 |
| **Avg Closed Price — 2BR Condo** | | | | | **$488,750** |
| **Combined Avg — 1BR & 2BR Condos** | | | | | **$507,042** |

## Hotel Comps — Price Per Key

*May 2024–Nov 2025 | 7 Sales | CoStar*

| # | Property / Address | Sale Date | # Rooms | Sale Price | Price/Key |
|---|---|---|---|---|---|
| 1 | Resthaven Tahoe, 4145 Manzanita Ave | Nov 2025 | 17 | $2,300,000 | $135,294 |
| 2 | 953 Park Ave, SLT 96150 | Nov 2025 | 14 | $1,900,000 | $135,714 |
| 3 | 3411 Lake Tahoe Blvd, SLT 96150 | Oct 2025 | 261 | $61,800,000 | $236,782 |
| 4 | 4075 Manzanita Ave, SLT 96150 | Aug 2025 | 20 | $2,600,000 | $130,000 |
| 5 | Station House Inn, 901 Park Ave | Jul 2025 | 96 | $18,400,000 | $191,667 |
| 6 | Hotel Becket, 4003 Lake Tahoe Blvd | May 2024 | 164 | $24,400,000 | $148,780 |
| 7 | Holiday Inn Express, 3961 Lake Tahoe Blvd | Nov 2024 | 89 | $13,800,000 | $155,056 |
| **Avg Price Per Key** | | | | | **$161,899** |

## 2BR Single Family Home Comps

*11/21/2025–3/25/2026 | 14 Sales | STAOR MLS*

| # | Address | Sale Date | Beds | Sq Ft | Closed Price |
|---|---|---|---|---|---|
| 1 | 1843 Koyukon Dr, SLT 96150 | — | 2 | 936 | $579,000 |
| 2 | 1223 Bonanza Ave #11, SLT 96150 | — | 2 | 841 | $315,000 |
| 3 | 753 Taylor Wy, SLT 96150 | — | 2 | 1238 | $410,000 |
| 4 | 1142 Dedi Ave, SLT 96150 | — | 2 | 931 | $551,000 |
| 5 | 1496 Apple Valley Dr, SLT 96150 | — | 2 | 1080 | $483,000 |
| 6 | 921 Modesto Ave, SLT 96150 | — | 2 | 1066 | $530,000 |
| 7 | 1060 Wildwood Ave, SLT 96150 | — | 2 | 696 | $430,000 |
| 8 | 694 Sand Harbor Rd, SLT 96150 | — | 2 | 816 | $580,000 |
| 9 | 2662 Upper Truckee Rd, SLT 96150 | — | 2 | 800 | $425,000 |
| 10 | 1274 Dedi Ave, SLT 96150 | — | 2 | 768 | $400,000 |
| 11 | 807 Clement St, SLT 96150 | — | 2 | 1120 | $575,000 |
| 12 | 3330 Pine Hill Rd, SLT 96150 | — | 2 | 1511 | $650,000 |
| 13 | 712 Seneca Dr, SLT 96150 | — | 2 | 1008 | $573,621 |
| 14 | 1876 Bella Coola Dr, SLT 96150 | — | 2 | 1328 | $515,000 |
| **Avg Closed Price — 2BR** | | | | | **$501,187** |

| 3BR Single Family Home Comps | | | | | |
|---|---|---|---|---|---|
| *11/19/2025–4/13/2026 \| 25 Sales \| STAOR MLS* | | | | | |
| **#** | **Address** | **Sale Date** | **Beds** | **Sq Ft** | **Closed Price** |
| 1 | 2269 Washington Ave, SLT 96150 | — | 3 | 1760 | $895,000 |
| 2 | 1586 Crystal Air Dr, SLT 96150 | — | 3 | 1612 | $699,000 |
| 3 | 1620 Plateau Cir, SLT 96150 | — | 3 | 1750 | $875,000 |
| 4 | 1639 Zapotec Dr, SLT 96150 | — | 3 | 2600 | $1,385,000 |
| 5 | 3438 Beaver Brae, SLT 96150 | — | 3 | 2226 | $848,000 |
| 6 | 1195 Bonanza Ave, SLT 96150 | — | 3 | 1152 | $457,500 |
| 7 | 2543 Cold Creek Trl, SLT 96150 | — | 3 | 1160 | $597,000 |
| 8 | 2323 Sky Meadows Ct, SLT 96150 | — | 3 | 1280 | $599,000 |
| 9 | 1444 Pebble Beach Dr, SLT 96150 | — | 3 | 1528 | $575,000 |
| 10 | 2271 Sierra House Trl, SLT 96150 | — | 3 | 2542 | $925,000 |
| 11 | 705 Los Angeles Ave, SLT 96150 | — | 3 | 1539 | $700,000 |
| 12 | 745 Whitney Dr, SLT 96150 | — | 3 | 2259 | $1,216,000 |
| 13 | 2305 California Ave, SLT 96150 | — | 3 | 2235 | $1,015,000 |
| 14 | 998 Golden Bear Trl, SLT 96150 | — | 3 | 2235 | $864,000 |
| 15 | 2198 Monterey Dr, SLT 96150 | — | 3 | 1360 | $640,000 |
| 16 | 3629 Forest Ave, SLT 96150 | — | 3 | 1144 | $660,000 |
| 17 | 1834 Ibache St, SLT 96150 | — | 3 | 1008 | $435,000 |
| 18 | 2699 Elwood Ave, SLT 96150 | — | 3 | 1436 | $638,000 |
| 19 | 633 Shoshone St, SLT 96150 | — | 3 | 1192 | $525,000 |
| 20 | 1079 Glenwood Wy, SLT 96150 | — | 3 | 1520 | $575,000 |
| 21 | 952 San Jose Ave, SLT 96150 | — | 3 | 1036 | $555,000 |
| 22 | 1670 Canienaga St, SLT 96150 | — | 3 | 1428 | $650,000 |
| 23 | 2569 Alma Ave, SLT 96150 | — | 3 | 1596 | $669,000 |
| 24 | 1567 Ojibwa St, SLT 96150 | — | 3 | 1357 | $690,000 |
| 25 | 1377 Bonanza Ave, SLT 96150 | — | 3 | 1623 | $625,000 |
| **Avg Closed Price — 3BR** | | | | | **$732,500** |
| **Combined Avg — 2BR & 3BR SFR** | | | | | **$616,844** |

| Multifamily Apt Comps — Price Per Unit | | | | | |
|---|---|---|---|---|---|
| *9/6/2024–2/27/2026 \| 6 Sales (5+ Units) \| CoStar* | | | | | |
| **#** | **Address** | **Sale Date** | **# Units** | **Sale Price** | **Price/Unit** |
| 1 | 3668 Larch, SLT 96150 | 2/27/2026 | 5 | $1,295,000 | $259,000 |
| 2 | 3780 Stewart Way, SLT 96150 | 12/8/2025 | 6 | $940,000 | $156,667 |
| 3 | 4093 Manzanita Ave, SLT 96150 | 6/13/2025 | 6 | $1,530,000 | $255,000 |
| 4 | 1150 Bonanza Ave, SLT 96150 | 3/24/2025 | 5 | $1,050,000 | $210,000 |
| 5 | 1031 Moss Rd, SLT 96150 | 3/17/2025 | 12 | $2,125,000 | $177,083 |
| 6 | 1951 13th St, SLT 96150 | 9/6/2024 | 5 | $1,075,000 | $215,000 |
| **Avg Price Per Unit** | | | | | **$212,125** |

| Fractional Co-Ownership — 1/8 LLC Share (Pacaso) | | | | | | |
|---|---|---|---|---|---|---|
| *SLT 96150 \| Active Listings & Closed Sales \| Source: Redfin / TSMLS* | | | | | | |
| **#** | **Address** | **Status** | **Beds** | **Sq Ft** | **Individual Share (1/8)** | **Implied Full Value** |
| 1 | 783 Michael Ct, SLT 96150 (Peridot) | Active | 4 | 2381 | $265,000 | $2,120,000 |
| 2 | 3737 Terrace Dr, SLT 96150 | Active | 5 | 3168 | $275,000 | $2,200,000 |
| 3 | 3914 Saddle Rd, SLT 96150 (Monument Peak) | Active | 5 | 4773 | $475,000 | $3,800,000 |
| 4 | 3737 Terrace Dr #2, SLT 96150 | Sold Jan 2025 | 5 | 3168 | $255,000 | $2,040,000 |
| **Average — All SLT Fractional** | | | | | **$317,500** | **$2,540,000** |

*Sources: STAOR MLS (SFR) | Redfin / TSMLS (Condos, Fractional) | CoStar Investment Sales (Hotel, Multifamily) | South Lake Tahoe, CA 96150*

# About Beacon Economics

Founded in 2006, Beacon Economics—an LLC and certified Small Business Enterprise with the state of California—is an independent research and consulting firm dedicated to delivering accurate, insightful, and objectively based economic analysis. Employing unique proprietary models, vast databases, and sophisticated data processing, the company's specialized practice areas include sustainable growth and development, real estate market analysis, economic forecasting, industry analysis, economic policy analysis, and economic impact studies. Beacon Economics equips its clients with the data and analysis they need to understand the significance of on-the-ground realities and to make informed business and policy decisions.

**Learn more at beaconecon.com**

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# About TRI Commercial

The consultant team at TRI Commercial has extensive experience working with local governments, developing strategic action plans that promote sustainable economic growth, and providing market research that informs catalysts of long-term community strength. The team comprises a well-integrated group of experienced professionals with local knowledge and expertise in economic development, commercial real estate, site selection, zoning, workforce development, and retail trends. TRI Commercial has conducted public sector economic development consulting work for the City of Antioch, the City of Martinez, the City of San Leandro, the City of Walnut Creek, the City of Hayward, the Solano Transit Authority, and the Solano County Development Corporation, among others. Our team has also worked with numerous jurisdictions and economic development organizations throughout California.

Learn more at www.tricommercial.com

## Project Team

**Edward F. Del Beccaro** Executive Vice President | San Francisco Bay Area Regional Manager

**Justin Flom** Director of San Francisco Bay Area Marketing & Research

**Charlie Solari** Associate

**Garrett Croy** Associate

## For further information about this report or to learn more about TRI Commercial, please contact:

**Edward F. Del Beccaro** Executive Vice President (Ed.DelBeccaro@tricommercial.com)

# Economic and Fiscal Impacts of the Proposed Emerald Bay Resort in South Lake Tahoe

May 2026



**Source: Pinoz LLC**

Attachment 03: Location Map and Surrounding Uses



# 1080 Emerald Bay - Timeshare Economic Feasibility

Pinoz, LLC



# Project Summary & South Lake TAU Development History

The Applicant is proposing to construct new timeshares (residential design) TAUs. A total of one hundred and eighteen (118) units are proposed and identified between fourteen (14) buildings with parking garages. A clubhouse and pool and fitness amenities are also proposed.
Project APNs: 023-081-011, 023-081-010, 032-141-001

## Recent TAU Projects

- CSLT has only seen two recent TAU hotel projects:
  - -Hampton Inn
  - -Desolation Hotel
- Recent TAU development has been stagnant due to market demands & dependency of peak tourist times

## Proposed Use & Benefit

- Timeshares - residential design
- Located within Town Center Core (TC-C), identified as mixed-use and within a Town Center per the TVAP. APN 032-141-001 is located within the Town Center Gateway (TC-G)
- Tourist Accomodation Time Sharing an Allowed Use, however CSLT § 6.60.040 requires the approval of city council and review of an economic analysis

## Design & Density

- Total Units: 118 Tourist Accommodation Units proposed
- Maximum density of 40 units per acre. The project area is 5.43 acres.

# Economic Overview

This presentation is to provide an overview of the economic feasibility analysis to determine the advancement of the project. It is our intent to highlight the project's economic impact before investing monetary resources to large costs including but not limited to CEQA review.



- Visitation Patterns
- Shared-Ownership & Fractional Model
- Transient Occupancy Tax Impacts
- Visitor Spending Impacts

# Timeshares Provide Visitation Patterns Benefits

-Compared to hotel uses, timeshares provide consistent benefits as a tourist accommodation project.

-The analysis assumes that the proposed development operates at a stabilized occupancy rate of approximately 80%, consistent with occupancy patterns commonly observed among shared-ownership and timeshare properties.

-Based on these assumptions, the project is estimated to generate approximately 34,500 occupied room nights annually, including roughly 16,200 taxable renter-occupied room nights.

- Longer Stays: Timeshare stays average approximately 8.5 nights, substantially longer than typical hotel stays (Rezak, 2002)
- Higher trip frequency: Owners report taking more vacations annually (American Resort Development Association, 2024)
- High utilization rates: Occupancy averages around 80%, exceeding hotel benchmarks (American Resort Development Association International Foundation, 2025)

# Shared-Ownership & Fractional Model

Timeshare and fractional ownership models involve substantial upfront purchase costs and as a result follow increased spending habits on surrounding businesses as compared to hotel uses.



Abutting businesses to Project Area

Shared-ownership resorts generate broader economic impacts through multiplier effects.

- **Construction related jobs including labor income**
- **Food, Beverage, & Retail**
- **Transportation**

While owner occupied stays typically do not generate TOT the proposed timeshare model will generate TOT. In addition, visitors still produce substantial taxable spending in other categories,

- **Property tax revenues associated with ownership.**
- **Real estate transaction activity.**
- **Sales and use taxes tied to visitor spending.**

# Transient Occupancy Tax Impacts

**Annual TOT revenues under the one-year scenario are estimated to range from approximately:**

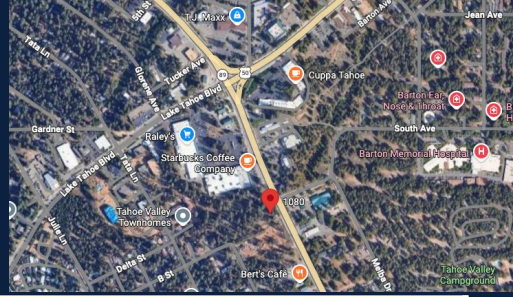
**$1.36 million to $1.59 million annually**

Because renter-occupied stays at the proposed development remain subject to TOT, the project is expected to generate substantial revenues for the City of South Lake Tahoe. Additional tax and revenue benefits as a result is directed to property and the school district.

**$34.1 million to $39.7 million**

**Over a 25-year period, cumulative TOT revenues are estimated to range from approximately:**

# Economic & Fiscal Impacts




## Pre-Construction

Construction of the proposed development is estimated to generate approximately:

- 300 construction-related employment-years.
- $77.1 million in total economic output.
- $39.4 million in value added.
- $2.5 million in combined state and local tax revenues.

## Post-Construction

Following construction, the sale of shared-ownership interests is estimated to generate approximately:

- $15.4 million in total economic output.
- 80 jobs.
- $6.3 million in value added.
- Approximately $2.8 million in state and local fiscal impacts, including property taxes and documentary transfer taxes.

**Once construction is completed, it is expected to support approximately 35 ongoing annual jobs associated with property management, hospitality, maintenance, landscaping, and related operational roles at the development**

## Visitor Spending Impacts

Ongoing visitor activity associated with the proposed development is expected to generate substantial economic and fiscal benefits over time. Under the one-year visitor spending scenario, the project is es:mated to support:

- Approximately 118 jobs.
- $6.7 million in economic output.
- $3.9 million in value added.
- Approximately $1.2 million in combined state and local tax revenues

# Timeshares & Key Takeaways

- Timeshares promote consistent visitation patterns that includes longer and more frequent trips, in addition to high utilization rates compared to hotel uses limited during tourist peak season times.

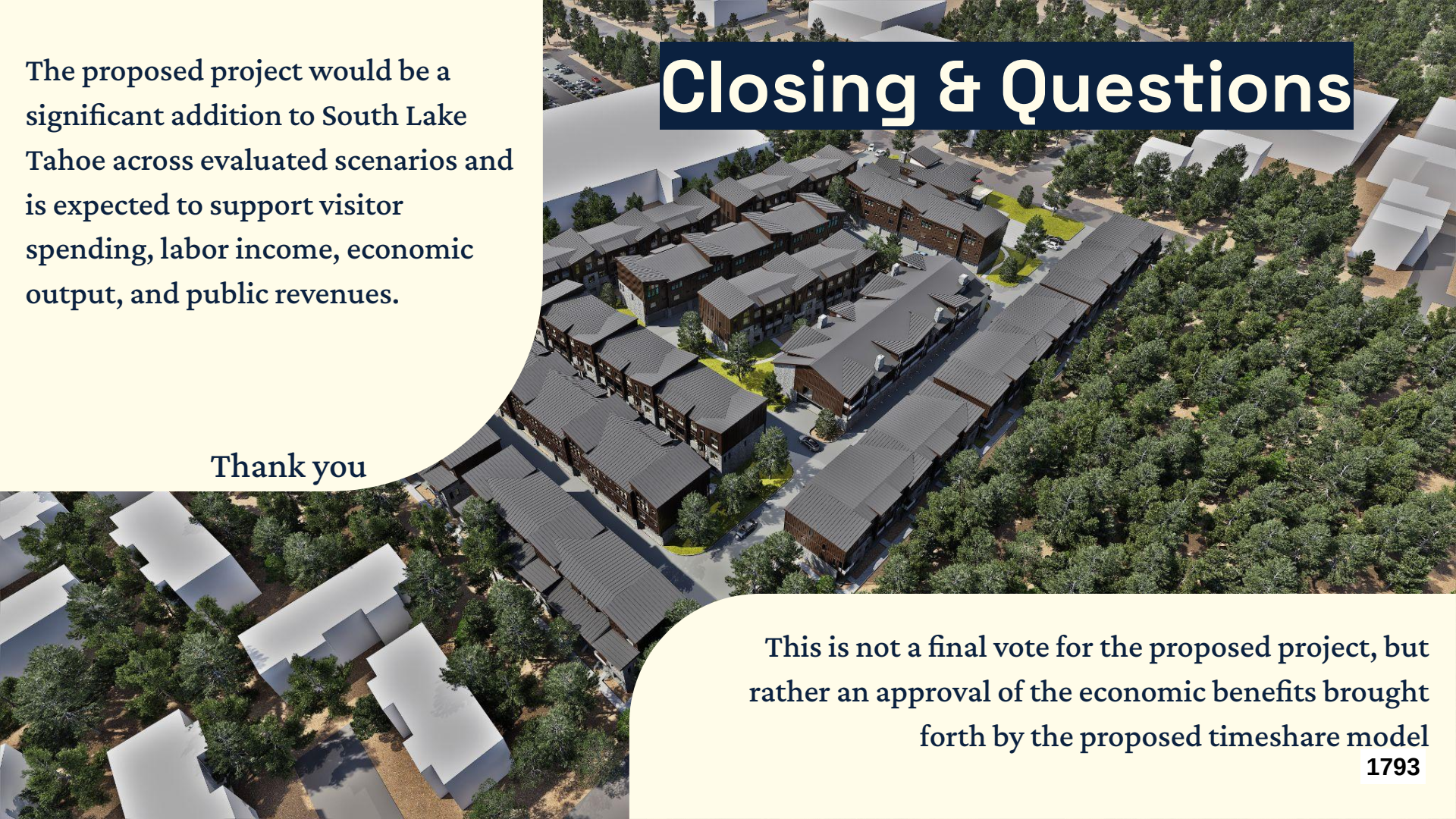
- When combined with longer stays and larger travel parties, total per-trip spending can exceed that of traditional hotel guests by a substantial margin. Surrounding businesses will see greater spending across food, beverage, retail, entertainment, and transportation.

- Property taxes and TOT revenues account for the largest share of local fiscal impacts, reflecting both ongoing tourism supported by the project and the long-term contribution of real estate-related activity to the city's revenue base.

# Closing & Questions

The proposed project would be a significant addition to South Lake Tahoe across evaluated scenarios and is expected to support visitor spending, labor income, economic output, and public revenues.

Thank you

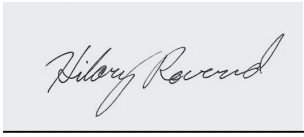


This is not a final vote for the proposed project, but rather an approval of the economic benefits brought forth by the proposed timeshare model

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Hilary Roverud, Interim City Manager



**Meeting Date:** August 11, 2026
**Agenda Item #:**19

**Agenda Item:** City Manager Contract and City Manager Salary Table Change

**Executive Summary:** City Manager Joe Irvin resigned with an effective date of February 17, 2026. Council engaged the services of Bob Murray & Associates to conduct the recruitment for the position of City Manager. After several rounds of interviews, the Council selected Hilary Roverud as the City Manager of the City of South Lake Tahoe. Staff is recommending approval of the contract between the City of South Lake Tahoe and Hilary Roverud.

**Requested Action / Suggested Motions:** Pass a Resolution authorizing and directing the Mayor to execute an Employment Agreement with Interim City Manager Hilary Roverud for the position of City Manager and approving the revised City Salary Schedule for City Manager.

**Responsible Staff Member:** Ember Buckman, Human Resources Manager

**Reviewed and Approved By:** Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Sergio Rudin, Interim City Attorney

**Attachments:**

01-Staff Report City Manager Contract (1).docx
02-Resolution City Manager Contract and Change to Salary Table.docx
03 -City Manager Employment Agreement Roverud.pdf
04-City Manager Salary Table (Exh. A to Reso).pdf

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

**Meeting Date:** August 11, 2026

**Title:** Approval of Employment Agreement for City Manager Hilary Roverud

**Location:** Citywide

**Responsible Staff Member:** Ember Buckman, Human Resources Manager (530) 542-6050

**Background:**
Former City Manager Joe Irvin tendered his resignation effective February 17, 2026. To support continuity of City operations and ensure a timely transition, the City Council initiated a recruitment for a new City Manager in January 2026. Bob Murray & Associates conducted the executive recruitment, which resulted in multiple qualified candidates for Council consideration.

Following the recruitment and interview process, the City Council selected Hilary Roverud as its preferred candidate for City Manager. Ms. Roverud is currently serving as Interim City Manager for the City of South Lake Tahoe. She has been employed by the City since March 28, 2005, and has served in key leadership roles, including Development Services Director and Assistant City Manager.

Ms. Roverud holds a bachelor's degree in Environmental Studies from University of California, Santa Barbara, and a master's degree in City and Regional Planning from California Polytechnic State University, San Luis Obispo. The City Council believes Ms. Roverud's institutional knowledge, executive leadership experience, and established relationships with the community, City Council, and City staff position her well to serve as City Manager.

**Issue and Discussion:**

The proposed employment agreement appoints Hilary Roverud as City Manager for a two-year term beginning August 11, 2026, and ending August 11, 2028. Approval of the agreement will provide continuity in executive leadership and establish the terms and conditions of Ms. Roverud's employment as City Manager.

The terms of the proposed agreement are generally comparable to City Manager employment agreements for similar positions in the region. Key compensation and benefit provisions include:

- Annual base salary of $265,000.
- Deferred compensation equal to five percent (5%) of base salary, plus longevity pay, as provided in the agreement.

- Other incentive pays as authorized by the City Council for unrepresented employees and appointees, including 5 percent Longevity Pay, 2 percent Management Incentive Pay, Tuition Reimbursement, and others.
- Eligibility for a non-PERSable 457 matching contribution of up to $4,000 per year on a dollar-for-dollar basis.
- Participation in the City's medical, dental, and vision plans for Ms. Roverud and eligible dependents, consistent with applicable City plan documents.
- Paid time off accrued at the executive management rate, currently 304 hours annually for employees with 10 or more years of service.
- Administrative leave of 100 hours per year.
- Vehicle allowance of $350 per month for travel within El Dorado County.
- CalPERS retirement benefits; Ms. Roverud is a Classic member.
- Management coaching services provided by a third-party coach for six months, consisting of two sessions per month at the City's expense, with Ms. Roverud's full participation.
- Severance equal to the lesser of the number of months remaining on the agreement or six months of the City Manager's then-current monthly base salary plus the amount of the CITY's employer contributions to medical coverage for MANAGER and family, subject to the terms of the agreement.

If approved, the City Manager salary table will be amended to reflect the contracted compensation.

**Financial Implications:**

There are no additional financial impacts beyond the compensation and benefits described in the proposed employment agreement. Sufficient funds are available in the current budget to cover the costs associated with the agreement.

**Environmental Considerations:** The approval of the City Manager Contract with Hilary Roverud is not a project subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative activities such as personnel-related actions).

**Policy Implications:**

Approval of the agreement is consistent with the City Council's authority to appoint and contract with a City Manager and supports continuity of City operations and executive leadership.

# Resolution 2026-XXX

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

**August 11, 2026**

APPROVING Contract for the position of City Manager between the City of South Lake Tahoe and Hilary Roverud and Change to Salary Table for City Manager

## BACKGROUND

A. Former City Manager Joe Irvin tendered his resignation effective February 17, 2026.

B. To ensure continuity of City operations and a timely transition, the City Council initiated a recruitment process for a new City Manager in January 2026 and engaged Bob Murray & Associates to assist with the search.

C. Hilary Roverud is currently serving as the Interim City Manager for the City of South Lake Tahoe.

D. Following the recruitment and selection process, the City Council selected Hilary Roverud to serve as City Manager for the City of South Lake Tahoe.

E. Ms. Roverud shall be compensated pursuant to the terms set forth in the Employment Agreement for City Manager, including the following key terms:

1. Term. Two-year term beginning August 11, 2026 and ending August 11, 2028.
2. Annual Base Salary. $265,000.
3. Deferred Compensation. City contribution equal to five percent (5%) of base salary plus longevity pay.
4. 457 Matching Contribution. Eligibility to receive up to $4,000 per year in non-PERSable 457 matching contributions to a 457 investment account on a dollar-for-dollar basis.
5. Other incentive pays authorized by the City Council for unrepresented employees/appointees as set forth in the Resolution No. 2025-083 and as outlined in Ms. Roverud's employment agreement.
6. Health and Welfare Benefits. Eligibility to participate in the City's medical, dental, and vision plans for Ms. Roverud and eligible dependents, consistent with the terms of the agreement and applicable City benefit plans.
7. Paid Time Off. Accrual at the Executive Management Team rate applicable to 10 or more years of service, currently 304 hours annually.
8. Administrative Leave. 100 hours of administrative leave per year.
9. Vehicle Allowance. $350 per month for travel within El Dorado County.
10. Retirement Benefits. CalPERS retirement benefits; Ms. Roverud is a Classic member.
11. Management Coaching. City-paid management coaching services by a third-party coach for six months, with two sessions per month.

12. Severance. Severance equal to the lesser of the number of months remaining on the agreement or six (6) times Ms. Roverud's then-current monthly base salary, subject to the terms of the agreement and applicable law.

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

1. Authorizes and directs the Mayor to execute the contract between the City of South Lake Tahoe and Hilary Roverud.

2. Approves the amendment to the Salary Table of the City Manager (attached hereto as Exh. A).

3. Authorizes any further action necessary to implement the above

Adopted by the City of South Lake Tahoe City Council on August 11, 2026, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

# CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("AGREEMENT") is made and entered into this 11th day of August, 2026 by and between the City of South Lake Tahoe (the "CITY"), a California municipal agency, and Hilary Roverud ("MANAGER"), an individual. The CITY and MANAGER are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

A. The CITY desires to employ the services of MANAGER as its City Manager to carry out the duties and responsibilities of City Manager, as provided for by the South Lake Tahoe City Code, in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

B. MANAGER desires to accept employment as City Manager in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

C. MANAGER represents that she is fully qualified and available to carry out the City Manager services necessary to complete the work in a timely and competent manner; and

D. The CITY has determined that it is beneficial to hire MANAGER by virtue of MANAGER's relevant qualifications and experience.

E. The Employment Agreement is effective on August 11, 2026, and MANAGER will commence the performance of duties as City Manager on August 12, 2026.

## OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

### 1. Position and Duties.

**1.1 Position.** MANAGER accepts employment with the CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 of this AGREEMENT and Chapter 2.10 of the South Lake Tahoe City Code. MANAGER shall provide executive management services to and on behalf of the CITY, as directed by the City Council of the City of South Lake Tahoe ("City Council") and as set forth under law, including, but not limited to, the South Lake Tahoe City Code, as they presently exist or as they may be changed from time to time in the future.

**1.2 Term.** This AGREEMENT shall end upon the earlier of: (i) 5:00 p.m. on August 11, 2028; or (ii) upon termination of the AGREEMENT by either MANAGER or the CITY as provided in Section 4 of this AGREEMENT. Unless earlier terminated as provided in Section 4,

MANAGER shall provide notification and reminder to the City Council of the anticipated termination of the AGREEMENT on February 11, 2028, on or before 6 months before termination date.

**1.3 At-Will.** MANAGER acknowledges that she will be an at-will, exempt employee of the CITY, and that MANAGER shall serve at the pleasure of the City Council. Nothing in this AGREEMENT is intended to, or does, confer upon MANAGER any right to any property interest in continued employment, or any due process rights, including but not limited to a hearing before or after a decision by the City Council to terminate her employment, except as is expressly provided in Section 1.2 or Section 4 of this AGREEMENT. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of the CITY to terminate the services of MANAGER, as provided in Section 1.2 and Section 4. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of MANAGER to resign at any time from this position with the CITY, subject only to the provisions set forth in Section 1.2 and Section 4.

**1.4 Duties.** MANAGER shall serve as City Manager and shall be for the term of this AGREEMENT vested with the powers, duties and responsibilities of the City Manager as set forth in relevant provisions of the South Lake Tahoe City Code, as amended from time to time, and ordinances and resolutions of the City Council, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. It is the intent of the City Council for the City Manager to function as the chief executive officer of the CITY. MANAGER shall be responsible for the efficient administration of all the affairs of the CITY which are under MANAGER's control and shall perform such obligations and responsibilities diligently within the time parameters specified by the City Council, applying a high degree of professionalism, ethics, integrity and good workmanship to every aspect of such obligations. Without additional compensation, MANAGER shall provide such other services as are customary and appropriate to the position of City Manager. MANAGER shall devote MANAGER's best efforts and full-time attention to the performance of these duties.

**1.5 Hours of Work.** MANAGER shall perform all duties that may arise under this AGREEMENT to the best of MANAGER's ability in accordance with the highest professional and ethical standards of the profession, including, but not limited to, devoting full-time attention to those duties as necessary to meet the goals and objectives of the City Council as established according to the terms of this AGREEMENT. The Parties anticipate that MANAGER will work during regular business hours of the CITY and hours outside of regular business hours, including, but not limited to attendance at regular and special City Council meetings, and attendance at such community events and CITY functions as the City Council may direct.

Toward that end, MANAGER shall be allowed reasonable flexibility in setting MANAGER's own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular CITY business hours and for the performance of MANAGER's duties and of CITY business. Provided the City Council is at any time dissatisfied with the City Manager's schedule, the City Council has the authority to establish a different work schedule which shall be binding on the City Manager.

The position of the City Manager is an exempt position pursuant to the Fair Labor Standards Act and any other relevant provisions of federal or State law.

**1.6 Other Activities.** During the period of her employment, MANAGER shall not accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict of interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of MANAGER's duties as the City Manager. During the period of employment with CITY, MANAGER shall not accept any other employment or serve as a consultant or independent contractor for any other public or private organization or entity without the prior written consent of the City Council.

**1.7 Reimbursement.** The CITY shall reimburse MANAGER for reasonable and necessary travel and other business expenses incurred by MANAGER in the performance of MANAGER's duties. All reimbursements, other than those specifically identified in the AGREEMENT, shall be subject to and in accordance with California law and applicable CITY reimbursement policies.

## 2. Compensation.

**2.1** In consideration for MANAGER's performance of the City Manager duties and obligations as set forth in this AGREEMENT, the CITY agrees to pay MANAGER an annual base salary of $265,000 ("BASE SALARY"), payable in installments at the same time as other management employees of the CITY and in accordance with law and established CITY procedure.

**2.2** Thereafter, beginning October 1, 2026, MANAGER's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items annual index as of the month of April for that calendar year or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, MANAGER's BASE SALARY shall be reviewed annually by City Council for consideration of a discretionary, performance-based increase, at the sole discretion of the City Council. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

**2.3 Deferred Compensation.** Subjected to any requirements stated in applicable CITY's deferred compensation documents and CITY's resolutions, policies and procedures, CITY agrees to make an annual contribution toward MANAGER's deferred compensation (401(a)) account established with the CITY in amount equal to five percent (5%) of BASE SALARY plus Longevity Incentive Pay as provided under Resolution No. 2025-083, subject to any amendments to or repeal of this resolution.

## 3. Benefits.

**3.1 General Benefits.** Except as modified by this AGREEMENT, MANAGER shall be entitled to the benefits authorized by the City Council for unrepresented employees/appointees as set forth in the following sections of Resolution No. 2025-083, and subject to any amendments

to or repeal of this resolution.

- Exhibit 1, Unrepresented Employee Group Benefits, page 4 (457 Matching Contribution): City Manager is eligible to receive up to $4,000 per year in the non-PERSable 457 matching contribution benefit to a 457 investment account on a dollar-for-dollar basis upon the execution of this AGREEMENT. This amount will be adjusted if Resolution No. 2025-083 is modified by City Council to increase this benefit for unrepresented employees.

- Exhibit 1, Unrepresented Employee Group Benefits, page 7 (Paid Time-off): paid time off shall accrue at the executive management team rate.

- Exhibit 1: Longevity Incentive Pay (page 4), Management Incentive Pay (page 8-9), Tuition Reimbursement (page 5), Bi-Lingual Pay (page 9), and Holidays (page 7), as provided to other administrative employees.

- Exhibit 2, (Medical Plan): City Manager will be afforded the opportunity to participate in the CITY's Medical Plan Anthem High Deductible Plan, and if MANAGER participates in this plan, CITY will pay 100 percent of the premium, as well as annual City contributions to MANAGER's Health Savings Account in the amount of $2,500 for MANAGER only or $4,200 for MANAGER and family. Alternatively, MANAGER may elect to buy-up to Anthem PPO 500 or PPO 1000 at MANAGER's own expense, or be eligible to opt-out of the City's medical plan with evidence of medical coverage provided elsewhere and receive on a pay period basis an "opt out" non-PERSable payment of $3000 per year for MANAGER only or $4000 per year for MANAGER and family. CITY will make available dental and vision coverage for MANAGER and family. The cost of the CITY's medical, dental and vision plans may change from time to time and MANAGER's and CITY's benefit contributions will be adjusted accordingly to continue to offer the same benefits, at the same cost, as those offered to unrepresented employees.

**3.2 Administrative Leave.** In accordance with the CITY policy on administrative leave for employees exempt from overtime pay, dated June 27, 1991, and as may be amended or repealed, MANAGER shall accrue 100 hours of administrative leave per year.

**3.3 Vehicle Allowance.** For travel within El Dorado County, MANAGER shall receive a vehicle allowance of $350 per month to maintain and operate MANAGER's personal vehicle. For travel outside El Dorado County, MANAGER shall be reimbursed at the per-mile rate established by the City Council for all the other CITY administrative employees. At the sole discretion of the City Council, the monthly vehicle allowance for travel within El Dorado County

shall be reviewed by City Council periodically, if necessary, for consideration of increase.

**3.4 Dues and Subscriptions.** The CITY agrees to pay for reasonably necessary professional dues and subscriptions for MANAGER's continuation and full participation in national, regional, state and local associations and organizations that enhance MANAGER's professional development and benefit the CITY, as City Manager. These organizations shall include, but not limited to, the International City/County Management Association (ICMA), any California City Manager Associations and American Institute of Certified Planners (AICP).

**3.5 Professional Development Opportunities.** The CITY agrees to pay for reasonably necessary travel and subsistence expenses for MANAGER's professional and official travel, meetings, and occasions, such as International City/County Management Association (ICMA) Conferences, any California City Manager Associations' Conferences and League of California Cities Conferences, to continue MANAGER's professional development as City Manager and to adequately pursue reasonably necessary official functions for the CITY.

**3.6 Management Coaching.** The CITY shall provide MANAGER with city management coaching services by a third-party coach for a period of six months, with two sessions per month, at the CITY's expense. MANAGER agrees to fully participate in such coaching services.

**3.7 Bonding.** The CITY shall bear the full cost of bonding of any fidelity or other bonds required of the City Manager under any applicable law, regulations and/or ordinance.

**3.8 Retirement Benefits.** The CITY shall enroll MANAGER in CalPERS after MANAGER starts employment with the CITY, subjected to the terms and conditions required by CalPERS and applicable CITY policies.

**3.9 No Reduction in Benefits.** The CITY agrees, at any time during the term of the AGREEMENT, not to reduce the BASE SALARY, compensation and any other benefit included under this AGREEMENT, except to the degree that such a reduction occurs across the board for all the unrepresented employees/appointees on the executive management team of the CITY.

**4. Separation.**

**4.1 Resignation.** MANAGER may resign at any time and agrees to give the CITY a minimum of sixty (60) days advance written notice of the effective date of the resignation unless the Parties otherwise agree in writing. The City Council shall have the option, in its discretion, to make MANAGER's termination effective at any time prior to the end of such period, provided the CITY pays MANAGER all compensation as set forth in Section 2.1 then due through the last day actually worked.

**4.2 Retirement.** Notwithstanding the notice requirement set forth in Section 4.1, if MANAGER retires from full time public service with the CITY, MANAGER shall provide the CITY with a minimum of four (4) months' advance notice. MANAGER's retirement date will be mutually established.

**4.3 Termination.** For purpose of this AGREEMENT, termination shall occur when:

1 **By Expiration of the Term.** The term of the AGREEMENT as set forth in Section 1 ends.

2 **By City**. This AGREEMENT may be terminated by the CITY for any reason if the majority of the City Council votes to terminate the AGREEMENT at a properly noticed and duly authorized meeting. The City shall comply with applicable requirements South Lake Tahoe City Code section 2.10.030 and any other applicable law in effect at the time of such action.

**4.4 Separation Obligations.** MANAGER agrees that all property, including but not limited to all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to her employment belongs to the CITY and shall be returned promptly to the CITY upon employment separation. MANAGER's obligations under this subsection shall survive employment separation and the termination of this AGREEMENT.

**5. <u>Severance</u>.**

**5.1** If the AGREEMENT is terminated by the CITY without cause, the CITY agrees to provide a severance in an amount equal to (i) the lesser of the number of months remaining on the AGREEMENT, or six (6) times MANAGER's then current monthly BASE SALARY plus the amount of the CITY's employer contributions to medical coverage for MANAGER and family.

**5.2** The severance pay provisions of Section 5.1 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Any severance shall be paid in a lump sum or in equal amounts distributed over the usual pay schedule, as mutually agreed by the CITY and MANAGER. An election to receive severance pay distributed over the usual pay schedule does not extend the period of employment beyond the CITY-established termination date.

**5.3** If MANAGER is unable to perform the requisite duties expected under this AGREEMENT because of sickness, accident, mental incapacity, or health with reasonable accommodation, for a period of one month following exhaustion of accumulated sick leave, then the CITY shall have the option to terminate this AGREEMENT and, notwithstanding the provisions of Section 5.1 above, MANAGER shall not be entitled to severance. If MANAGER is terminated because of permanent disability, MANAGER shall be compensated in a lump sum for any accrued vacation or other benefits to the extent such compensation is required by law.

**5.4** Notwithstanding Section 5.1 above, the CITY shall not be obligated to pay any compensation, benefits, or severance under the provisions of this AGREEMENT if MANAGER is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or

conflict of interest. During the proceedings which may be necessary for the CITY to confirm the cause for termination hereunder, the CITY may place MANAGER on paid administrative leave.

**5.5** Pursuant to Government Code section 53243.2, all of the following requirements apply:

1. If this AGREEMENT is terminated, any cash settlement related to the termination that MANAGER may receive from the CITY shall be fully reimbursed to the CITY if MANAGER is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

2. If any express or implied provision of this AGREEMENT, the South Lake Tahoe City Code, or any policy or practice of the CITY provide paid leave salary to MANAGER pending an investigation, this paid leave salary shall be fully reimbursed by MANAGER to the CITY if MANAGER is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

3. If any express or implied provision of this AGREEMENT, the South Lake Tahoe City Code, or any policy or practice of the CITY provide for payment of funds for the legal criminal defense of MANAGER, the funds paid for her legal defense shall be fully reimbursed by MANAGER to the CITY if MANAGER is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.

## 6. Performance Evaluations.

The City Council shall review and evaluate the performance of MANAGER annually, to commence 90 days following appointment and annually thereafter, using the International City/County Management Association (ICMA) performance evaluation process facilitated by an independent professional facilitator. After the first full year of MANAGER's commencement of employment, MANAGER's performance evaluation shall include eligibility for any discretionary, performance-based increase to MANAGER's then BASE SALARY. The City Council and MANAGER shall annually develop mutually agreed upon performance goals and criteria which the City Council shall use in reviewing MANAGER's performance in the following year. MANAGER could be eligible for a performance bonus based on the City Council's determination that MANAGER had significantly exceeded the mutually established and quantifiable objectives. Payment of this bonus in any year is at the sole discretion of the City Council and must be in the best interests of the CITY at the time it is made.

## 7. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of the CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of the CITY in the course of her employment or otherwise produced or acquired by or on behalf of the CITY. All Proprietary Information not

generally known outside of the CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During MANAGER's employment by the CITY, MANAGER shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform MANAGER's job responsibilities under this AGREEMENT. Following termination, MANAGER shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of the CITY. MANAGER's obligations under this Section shall survive the termination of employment and the expiration of this AGREEMENT.

## 8. Conflict Of Interest.

MANAGER represents and warrants to the CITY that MANAGER presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of duties under this AGREEMENT.

## 9. General Provisions.

**9.1 Recitals.** The recitals, inclusive of all facts and representations, are incorporated into this AGREEMENT as if set forth in the Operative Provisions.

**9.2 Vehicle Operation.** MANAGER shall operate any vehicle used in connection with the performance of duties as City Manager in a safe manner and otherwise in observance of all established CITY vehicle operation rules and policies, traffic safety laws and other applicable State laws and shall maintain a valid California automobile's driver's license during the period of employment.

**9.3 Notices.** All notices, requests, demands and other communications under this AGREEMENT shall be in writing and shall be effective upon delivery by hand or email three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the CITY at the address below, and/or at the last known address maintained in MANAGER's personnel file. MANAGER agrees to notify the CITY in writing of any change in her address during her employment with the CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

**City's Notice Address:**
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attn: Mayor and City Council

**City Manager's Address:**
Hilary Roverud
[Deliver to last updated address in personnel file]

**9.4 Indemnification.** Subject to, in accordance with, and to the extent provided by the Government Claims Act [Government Code Section 810 *et seq*.], the CITY will indemnify, defend,

and hold MANAGER harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring within the scope of employment as City Manager.

**9.5 Integration.** This AGREEMENT is intended to be the final, complete, and exclusive statement of the terms of MANAGER's employment by the CITY. This AGREEMENT supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of MANAGER, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the CITY, now or in the future, apply to MANAGER and are inconsistent with the terms of this AGREEMENT, the provisions of this AGREEMENT shall control.

**9.6 Amendments.** This AGREEMENT may not be amended except in a written document signed by MANAGER, approved by the City Council and signed by the Mayor.

**9.7 Waiver.** Failure to exercise any right under this AGREEMENT shall not constitute a waiver of such right.

**9.8 Assignment.** MANAGER shall not assign any rights or obligations under this AGREEMENT. The CITY may, upon prior written notice to MANAGER, assign its rights and obligations hereunder.

**9.9 Severability.** If a court or arbitrator holds any provision of this AGREEMENT to be invalid, unenforceable, or void, the remainder of this AGREEMENT shall remain in full force and effect.

**9.10 Governing Law.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in El Dorado County, California.

**9.11 Interpretation.** This AGREEMENT shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this AGREEMENT shall not be construed in favor of the Party receiving a benefit, nor against the Party responsible for any particular language in this AGREEMENT. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the Parties to this AGREEMENT and by no other means. Each Party waives their future right to claim, contest or assert that this AGREEMENT was modified, cancelled superseded or changed by any oral AGREEMENT, course of conduct, waiver or estoppel.

**9.12 Acknowledgment.** MANAGER acknowledges that MANAGER has had the opportunity to consult legal counsel in regard to this AGREEMENT, has read and understands this AGREEMENT, is fully aware of its legal effect, and has entered into it freely and voluntarily and based On MANAGER'S own judgment and not on any representations or promises other than those contained in this AGREEMENT.

**IN WITNESS WHEREOF,** the CITY has caused this AGREEMENT to be signed and

executed on its behalf by its Mayor and MANAGER has signed and executed this AGREEMENT effective as of the date set forth above.

**CITY MANAGER** **CITY OF SOUTH LAKE TAHOE**

_____ _____

Hilary Roverud Cody Bass, Mayor

**APPROVED AS TO FORM:**

_____

Sergio Rudin, Interim City Attorney

**ATTEST:**

_____

Susan Blankenship, City Clerk

City of South Lake Tahoe
Salary Table Update Effective 8/11/2026
Approved by City Council on 8/11/2026

1280 CITY MANAGER

| Index Key Value | Hourly | Monthly |
|---|---|---|
| 1200/1258/01 | 127.40 | 22,083 |

# 2026 Agenda Planning Calendar (Updated 08 05 2026)

| | | Agenda Item | Section |
|---|---|---|---|
| **Aug 25, 9 a.m. Budget Workshop** | | | |
| | **Parks and Rec** | Community Playfield Consortium/LTCC Requests - Pickleball/Tennis Courts | NB |
| | **Public Works** | El Dorado Beach Phase 2 Bid Award | Consent |
| | | Award Upper Truckee River Bridge Protection Project | Consent |
| | | Tamarack Culvert Bid Award | Consent |
| **Sept 8, 9 a.m.** | **City Attorney** | Lukins Bros & TKWC Franchise Ordinance (Second Reading) | Consent |
| | **CM/CA** | Rec Center Re-Use Outreach | NB |
| | **Dev Services** | Mid Town Area Plan Adoption | PH |
| | | CTC Land Exchange | NB |
| | | Quarterly Housing Report | Consent |
| | | Housing Element Final Draft Review | NB |
| | **Finance** | Investment Policy Update | Consent |
| | | Eide Bailly LLP Consulting Services Agreement | Consent |
| | **Parks & Rec** | P&R Commission Policy Recos for Youth & Non Profit Service Fees | NB |
| | | Future of Senior Center | NB |

# 2026 Agenda Planning Calendar (Updated 08 05 2026)

| | | | |
|---|---|---|---|
| **Sept 22, 5:30 p.m.** | **City Attorney** | Ord-Non-Res Structures Abandoned Construction (First Reading) | NB |
| | | Sale and Use of Glyphosate in the City | NB |
| | **City Manager** | Progress on Joining a CCA | NB |
| | **Finance** | Quarterly Budget and Financial Status Report as of June 2026 | Consent |
| | | Investment Portfolio Report as of June 2026 | Consent |
| **Oct 5, 5:30 p.m.** | **City Attorney** | Ord-Non-Res Structures Abandoned Construction (Second Reading) | Consent |
| | **City Clerk** | Ordinance Increasing City Council Compensation (First Reading) | NB |
| | **Dev Services** | Sign Ordinance Amendments (First Reading ) | UB |
| | **Finance** | GAAN Limit | Consent |
| | **Parks & Rec** | Ice Arena Concessionaire Agreement | NB |
| | **Public Works** | Drainage Master Plan Consultant Award | Consent |
| **Nov 3, 9:30 a.m.** | **Airport** | Airport Master Plan adoption | NB |
| | **City Clerk** | Ordinance Increasing City Council Compensation (Second Reading) | Consent |
| | **City Manager** | Exploration of becoming a public electric utility | NB |
| | | Becoming a BearWise Community | NB |
| | **Dev Services** | Evaluate Feasibility - Res. Area Plan/SB9 & Remove Tourist Accomodation | NB |

# 2026 Agenda  Planning Calendar (Updated 08 05 2026)

| | | | |
|---|---|---|---|
| | | Tahoe Living Housing and Mobility Fees | UB |
| | | Food Truck Ordinance Review | NB |
| | | Sign Ordinance Amendments (Second Reading) | Consent |
| | **Finance** | TID Annual Report | NB |
| | | Budget Carry-Forward | Consent |
| | **Public Works** | Paradise Avenue Right-of-Way Abandonment | PH |
| **Nov 17, 5:30 p.m.** | **Finance** | Informational Item - Check Cashing | NB |
| | **Public Works** | Resolution Regardng Groud Stabilization Plastics | NB |
| **Dec 1, 9 a.m.** | **City Clerk** | Certification of Election | If Election is Certified by December 1, if not these items will be brought forward December 15 |
| | | Outgoing Councilmember Recognition | |
| | | Oath of Office | |
| | | City Council Re-Organization Mayor/Mayor Pro Tem | |
| | | 2027 City Council Meeting Schedule | |
| | **Public Works** | Prioritization of Bikes at City Intersections and Bike Lanes | |
| **Dec 15, 5:30 p.m.** | **Finance** | Annual ROPS Approval | Consent |
| | | Investment Portfolio Report as of September 2026 | Consent |

# 2026 Agenda Planning Calendar (Updated 08 05 2026)

| | | |
|---|---|---|
| | | Quarterly Budget and Financial Status Report as of September 2026 |
| **Unscheduled/Pending** | | |
| | **CA/PD** | Shared Mobility Device Ordinance 2027 review |
| | | Crescent V Parking Enforcement Agreement |
| | **City Manager** | LTCC Fire Training Center Coverage Agreement |
| | | City Green Card Assistance Program |
| | | Grants/Funding for Undergrounding Utilities |
| | | Legislative Agenda |
| | | LTBMU Permit Program Funding |
| | | TID Disolution or Funding Allocation Changes |
| | **Dev Services** | Performance Bond as a Condition of Demolition |
| | | Nell's Nursery Housing Redevelopment |
| | | Tobacco Retail Ordinance |
| | **Finance** | Financial Policies Update inc. Local, State & US Preference |
| | **Fire** | MOU Ratification of Auto Aid with TDFD |
| | | LVFD MOU update for data sharing |
| | | CTC Land Access Agreement for Airport project |

# 2026 Agenda Planning Calendar (Updated 08 05 2026)

| | |
|---|---|
| **Parks & Rec** | Events and Facitilies Naming Rights Discussion |
| | El Dorado Boat Ramp Dock Replacement Purchase |
| | Regan Beach Environmental & Design RFP |
| **Police** | Barton Community Health Needs and Harm Reduction Update |
| | SANE Presentation with Barton |
| | Heavenly Village Employee Discount Parking Passes |
| | Ratification of Application for CalOES DVRT |
| | Massage Ordinance Update/Amendments |
| **Police/PW** | Bike Paths/Speed Bumps, Bike Parking, Vehicle Parking |
| | 2026 Update to Parking Fees in the Bellamy Parking Garage |
| **Public Works** | Geothermal Use Discussion Item |
| | Paving Policy Prioritization of Total Users |
| | Award of PD Roof Replacement |
| | TTD US 50 Plans Presentation |
| | Lakeview and Ski Run Electrical Upgrades |
| | Facilities Condition Assessment |