City of South Lake Tahoe
City Council and South Tahoe Redevelopment Successor Agency
Meeting Agenda
Tuesday, May 20, 2025 at 5:30 pm
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

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

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us02web.zoom.us/j/88399379476
A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us
Providing Public Comment:

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

Remote Participation: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The Webinar ID is: 883 9937 9476. Press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

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

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

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

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

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

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

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

City Commission Reports

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

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

1. Regular City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving minutes of the May 6, 2025, Regular City Council meeting.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
Item 1- Executive Summary.pdf
05 06 2025 City Council Meeting Minutes.pdf

2. Agreement with TJKM Transportation Consultants to prepare Traffic Calming Toolbox
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute an Agreement with TJKM Transportation Consultants for an amount not to exceed $100,000 to prepare the citywide Traffic Calming Toolbox
CEQA Determination: This action is statutorily exempt under CEQA Guidelines section 15262 (Feasibility and Planning Studies).
Responsible Staff Member(s): Emily Dougherty, Engineering Technician and Anush Nejad, Director of Public Works
Item 2-Executive Summary.pdf
01-Staff Report-Traffic Calming Toolbox Agreement.docx
02-PSA with TJKM Transporation Consultant.pdf

3. Ordinance Amending Chapter 8.05.170 (Permits to Reserve Portions of Park) of the South Lake Tahoe City Code to Establish a Commercial User Permit (Second Reading), and Establishing a Permit Fee of $50
Requested Action / Suggested Motions: 1) Pass an Ordinance amending Chapter 8.05.170 (Permits to Reserve Portions of Park) establishing a permit for commercial use purposes; and 2) Pass a Resolution amending the 2024/2025 Master Fee Schedule to establish a permit fee of $50.
CEQA Determination: This ordinance is categorically exempt under CEQA Guidelines sections 15301 (existing facilities) and 15323 (normal operation of facilities for public gatherings).
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 3-Executive Summary.pdf
01-Staff Report - Parks & Recreation Commercial Use Ordinance.docx
02-Resolution-Parks & Recreation Commercial Use Permit Fee.docx
03-Ordinance - Parks & Recreation Commercial Use.docx
04-Commercial Use Ordinance Redline.pdf
05- Legal Notice Publication.pdf

4. Easement Acquisition on 3747 Rockwood Drive for the Upper Bijou Park Creek Watershed Restoration Project
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Grant of Easement with the State of California for an easement acquisition on 3747 Rockwood Drive for a total amount of $5,350, for the Upper Bijou Park Creek Watershed Restoration Project.
CEQA Determination: The Planning Commission adopted the Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020, and on May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration. This action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Brianna Greenlaw, Associate Civil Engineer
Item 4-Executive Summary.pdf
01-Staff Report-CTC Easement - Rockwood Turnaround.docx
02-Rockwood Drive Plan.pdf
03-Resolution-Purchase Agreement.docx
04-Grant of Easement (Exh. A to Reso).docx
05-Legal Description Plat.pdf

5. Affordable Housing Project at 3900-3908 Lake Tahoe Boulevard: Budget Appropriation of Prohousing Incentive Program (PIP) Funds and Amendment No. 1 to Predevelopment Loan and Development Agreement with NDC Lake Tahoe LP
Requested Action / Suggested Motions: (1) Pass a Resolution authorizing the Finance Director to appropriate a total of $500,000 into the revenue and expense budget line items for the Prohousing Incentive Program (PIP) award for the loan to Novin Development; and (1) Pass a Motion authorizing and directing the Mayor to: a) Execute Amendment No. 1 to Predevelopment Loan and Development Agreement with NDC Lake Tahoe LP to loan an additional $500,000 in PIP grant funds for a total of $1,064,073 in Permanent Local Housing Allocation (PLHA) and PIP funds for

3900 and 3908 Lake Tahoe Blvd predevelopment and development costs; and b) Execute Amended and Restated Predevelopment Loan Promissory Note for 3900 and 3908 Lake Tahoe Boulevard.
CEQA Determination: CEQA does not apply to this action to provide financial assistance to this affordable housing project, which was approved under Senate Bill 35.
Responsible Staff Member(s): Crystal Plotner, Assistant Housing Planner
Item 5-Executive Summary.pdf
01-Staff Report-Novin Predevelopment Loan Amendment.docx
02-Resolution - Budget Appropriation PIP Novin.docx
03-Amendment_1_PredevelopmentLoan_Novin.pdf
04-C-092-2024 Predevelopment Loan Agreement.pdf
05-23-PIP-18490-213-Standard Agreement.pdf

6. Use Agreement with El Dorado County for Multi-Generational Recreation and Aquatics Center
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Use Agreement with El Dorado County for Multi-Generational Recreation and Aquatics Center
CEQA Determination: On January 18, 2022, the City approved a Mitigated Negative Declaration for the 56 Acres Master Plan and 56-Acre Agreement, and no further review is required under CEQA Guidelines section 15162.
Responsible Staff Member(s): Heather Stroud, City Attorney
Item 6- Executive Summary.pdf
01 - Staff Report - Use Agreement.docx
02 - Use Agreement with County.pdf

7. 2024 Road Rehabilitation Project - Ratification of Contract Change Orders No. 1, 2, 3, 4, and 5 with All American Construction, Inc.
Requested Action / Suggested Motions: Pass a Motion to ratify five 2024 Road Rehabilitation Project Contract Change Orders in the amount of $259,752.31 (within the approved 10% contingency), for a total Contract value of $3,937,2888.01, including other project quantity overruns and underruns.
CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15301(c) (Existing Facilities).
Responsible Staff Member(s): Stephen Anderjack, Project Manager
Item 7 - Executive Summary.pdf
01-Staff Report-All American Construction, Inc..docx
02-Final Quantities.pdf
03-Contract Change Orders 1-5.pdf

8. Ordinance Amending Parking Prohibitions on Off Street Parking Facilities (Second Reading)
Requested Action / Suggested Motions: Pass an Ordinance amending Article VII of Chapter 4.25 of the South Lake Tahoe City Code to add Section 4.25.607 authorizing City Council, by Resolution, to establish certain parking prohibitions, restrictions, and regulations in municipal off-street parking facilities.
Responsible Staff Member(s): David Stevenson, Police Chief, and Anush Nejad, Director of Public Works
Item 8- Executive Summary.pdf
01-STAFF REPORT-Ordinance Off Street Parking Facilities (2nd Reading).docx
02 - Ordinance to Amend Off Street Parking.docx
03- Legal Notice Publication.pdf

9. Amendment to Public Art Installation Contract Amendment with Terrie Bennett
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No.1 to Agreement with Terrie Bennett for a public art installation at Lakeview Commons extending the completion date of the contract to September 1, 2025.

CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15301 (Existing Facilities).
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 9- Executive Summary.pdf
01-Staff Report-Public Art Installation Contract Amendment.docx
02-C-291-2024 Terrie Bennett Public Art.pdf
03-Amendment No. 1 to Agreement with Terrie Bennett.docx

Consent Agenda - South Tahoe Redevelopment Successor Agency

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.

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.

10. Judicial Foreclosure Actions for Community Facilities District No. 2001-1 (Heavenly Village) to Collect Delinquent Special Tax Installments
Requested Action / Suggested Motions: Acting as the South Tahoe Redevelopment Successor Agency, Pass a Resolution ordering commencement of judicial foreclosure actions pursuant to the Mello-Roos Community Facilities Act of 1982 to collect delinquent special tax installments and directing the removal of delinquent special tax installments from the County tax roll.
Responsible Staff Member(s): Heather Stroud, City Attorney Olga Tikhomirova, Director of Finance
Item 10- Executive Summary.pdf
01 - Staff Report - CFD 2001-1 - Foreclosure actions.docx
02 - Resolution - Foreclosure CFD 2001-1.docx

Public Hearing

11. Amendments to Time-Share Ordinance Confirming that Fractional Ownerships are Time-Shares and Making Other Updates (First Reading)
Requested Action / Suggested Motions: Hold a first reading (by title only) of an Ordinance Amending Chapter 6.60 of the South Lake Tahoe City Code (Time-Share), Confirming that Fractional Ownerships Are Time-Shares and Making Other Updates, and refer second reading and adoption to the June 3, 2025 meeting.
Responsible Staff Member(s): Heather Stroud, City Attorney
Item 11- Executive Summary.pdf
01 - Staff Report - Time Share Ord Amendments (First Reading).docx
02 - Ordinance - Time Share Amendment.docx
03 - Ordinance Redline.pdf
04 - PC Reso 2025-004.pdf
05-PH Notice-Timeshare Ordinance.pdf

Regular-New Business

12. City Development Rights Annual Report
Requested Action / Suggested Motions: Pass a Resolution accepting the development rights appraisal prepared by Johnson Valuation Group Limited and establishing a price point for the calendar year 2025 at one-third of the recommended fair market value outlined in the appraisal.
Responsible Staff Member(s): Katherine Moore, Assistant Planner
Item 12- Executive Summary.pdf
01-Staff_Report-Development_Rights.docx
02-Development_Rights_Inventory.docx
03-Res 2023-051 - TRPA Development Commodities.pdf
04-2025 Revised Appraisal.pdf
05-Resolution_-_Adopting_Development_Rights_Appraisal.docx

13. 2025 Road Rehabilitation and Drainage Replacement Project: Construction Contract with All-American Construction, Two Reimbursement Agreements with South Tahoe Public Utility District, and Amendment to Agreement with Lumos and Associates for Construction Support Services
Requested Action / Suggested Motions: Pass a Resolution: 1) Authorizing and directing the Mayor to execute a contract with All-American Construction, Inc. for a total of $4,033,731.00, plus a 10% contingency of $403,373.10, for the 2025 Road Rehabilitation and Drainage Replacement Project; 2) Authorizing and directing the Mayor to execute South Tahoe Public Utility District Reimbursement Agreements for the Herbert/Walkup In-Lieu Fee Reimbursement and the 2025 Road Rehab Utility Adjustments Reimbursement; and, 3) Authorizing and directing the Mayor to execute Amendment No.1 to Agreement with Lumos and Associates for a not-to-exceed value of $7,840 for construction support services.
CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15301(c) (Existing Facilities).
Responsible Staff Member(s): Stephen Anderjack, Project Manager and Brianna Greenlaw, Associate Civil Engineer
Item 13- Executive Summary.pdf
01-Staff Report-2025 Road Rehabilitation.docx
02-Resolution-2025 Road Rehabilitation Award.docx
03-Agreement All American (Exh. 3 to Reso).pdf
04-Herbert Walkup STPUD Reimbursement (Exh. 1 to Reso).pdf
05-STPUD 2025 Road Rehab Reimbursement (Exh. 2 to Reso).docx
06-Lumos Amendment 1 (Exh. 4 to Reso).pdf

Agenda Planning Calendar

14. 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): Joseph Irvin, City Manager, and Susan Blankenship, City Clerk
APC - 05 15 2025.pdf

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

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

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday May 20, 2025, City Council and South Tahoe Redevelopment Successor Agency meeting was posted and available for review on Thursday, May 15, 2025, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.
Signed May 15, 2025

\\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:1

Agenda Item: Regular City Council Meeting Minutes

Executive Summary: City Council are asked to formally adopt the minutes of the May 5, 2025, Regular City Council meeting.

Requested Action / Suggested Motions: Pass a Motion approving minutes of the May 6, 2025, Regular City Council meeting.

Responsible Staff Member: Michelle Davis, Assistant City Clerk

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

05 06 2025 City Council Meeting Minutes.pdf

City of South Lake Tahoe
City Council Meeting Minutes
Tuesday, May 5, 2025 at 9:00 a.m.
City Hall - Council Chambers – 1901 Lisa Maloff Way, South Lake Tahoe

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

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

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

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

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

Closed Session Reports
Closed Session Report from the May 5, 2025 Meeting

1. Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1).
   Case: *Kyle Printz v. City of South Lake Tahoe*, Workers' Compensation Appeals Board Case Nos. ADJ16686341, ADJ18748809
   Action: No Reportable Action

2. Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1)
   Case: *South Lake Tahoe Property Owners Group v. City of South Lake Tahoe*, El Dorado County Superior Court Case No. SC20180243

Proclamations

1. Issued a Proclamation to Lieutenant Blake Hoyt with the Naval Air Station, Fallon, recognizing may 2025 as "Military Appreciation Month"

2. Issued a Proclamation to Angie Reagan of Acess Tahoe recognizing May 2025 as "Mental Health Awareness Month"

3. Issued a Proclamation to Luis Olmedo, Brianna Greenlaw, and Travis Shindelbower of the Public Works Department recognizing May 18-24, 2025, as "National Public Works Week"

Public Communications

Public Comment was heard from the following people:

1. Trevor Snowden, Trevor Air Foundation- "Action Adaptive Sports Track" on the BMX track *distributed handout
2. Angie Reagan- Acessibility in the new Rec Center and Senior Center
3. Caleb Fry- Court filing from the Tahoe Neighborhood's Group
4. Lisa Underwood, Tahoe Keys Resort- Court filing from the Tahoe Neighborhood's Group
5. Ed Mosur- VHR enforcement, City Redevelopment projects
6. Stu Roberson- Court filing from the Tahoe Neighborhood's Group
7. Stacey Ballard- Citizen initiative process

Written Public Comment was received from the following person:

1. Hattie Carthan- TRPA Multi-Family Dwelling Project Application

City Commission Reports

1. None.

Consent Agenda

Action: Moved/Seconded: Jinkens/Bass
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Note: Councilmember Jinkens pulled items 6, 8, and 10**.** Councilmember Robbins recused himself from participating in Item 6 due to real property interest.
Action: Passed the consent agenda with noted pulled items and recusal.

4. **Regular City Council Meeting Minutes**
   Action: Passed **Motion 2025-039** approving minutes of the April 22, 2025, Regular City Council meeting.

5. **Appropriation of Funds for the Precision Approach Path Indicators (PAPI)**
   Action: Passed **Resolution 2025-033** authorizing the Finance Director to appropriate funds for the Precision Approach Path Indicators (PAPI) in the amount of $47,480.00 with a 5 percent contingency ($2,374.00).
   Written public Comment was received from the following person:
   1. Seth Dallob

6. **Approval of Final Subdivision Map for 3708 Highway 50 Town Homes, El Dorado County APNs 027-072-032 and 027-072-010**
   Note: This item was pulled from the Consent Agenda by Councilmember Jinkens. Councilmember Robbins recused himself from participating in this item due to real property interest, and left the meeting.
   Action: Moved/Seconded: Bass/Jinkens
   Yes: Wallace, Bass, Jinkens, Roberts
   Recused: Robbins
   Action: Passed **Resolution 2025-034** approving Final Subdivision Map Pursuant to the Subdivision Map Act for 3708 Highway 50 Town Homes, located at 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue (APNs 027-072-032 and 027-072-010).
   Public Comment was heard from the following person:
   1. Ed Mosur
   Written Public Comment was received from the following people:
   1. Anonymous
   2. Allen Miller

7. **Amendment to Agreement with Lumos & Associates for the Stateline Avenue Complete Streets Project, Planning and Design Feasibility**
   Action: Passed **Motion 2025-040** authorizing the Mayor to execute Amendment No. 2 to Agreement with Lumos & Associates **(C-082-2025)** for additional planning and design feasibility services for the Stateline Avenue Complete Streets Project for the amount of $9,700 for a total not-to-exceed contract amount of $236,900.
   Public Comment was heard from the following person:
   1. Ed Mosur

8. **Affordable Housing and Sustainable Communities (AHSC) Program Application for the Sugar Pine Village Phase 2B Affordable Housing Project**
   Note: Councilmember Jinkens pulled this item from the Consent Agenda.
   Action: Moved/Seconded: Jinkens/Bass
   Yes: Wallace, Bass, Robbins, Jinkens, Roberts
   Action: Passed **Resolution 2025-035** authorizing staff to submit a joint application with Related Companies of California LLC under the AHSC Program for an amount not to exceed $30,000,000 of which an amount not to exceed $20,000,000 will be provided as a loan for the affordable housing construction and an amount not to exceed $10,000,000 will be provided as a reimbursable grant for Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit Related Infrastructure (TRA) or Program activities as defined in the AHSC Program Guidelines.
   Public Comment was heard from the following people:
   1. Stacey Ballard
   2. Rose Olsen, Related California

9. **Grant of Permanent Easement to Liberty Utilities for Underground and Above Ground Utility Facilities Associated with Electric Vehicle Charging Stations at 3069 Harrison Avenue, a City-owned parcel.**
   Action: Passed **Resolution 2025-042** Granting a Permanent Utility Easement to Liberty Utilities at 3069 Harrison Avenue, a City-owned parcel, for the purpose of expanding infrastructure to service 12 Electric Vehicle Charging Stations.

10. **Ordinance Designating Very High Fire Severity Zones (Second Reading)**
    Note: Councilmember Jinkens pulled this item from the Consent Agenda.
    Action: Moved/Seconded: Jinkens/Roberts
    Yes: Wallace, Bass, Robbins, Jinkens, Roberts
    Action: Passed **Ordinance 2025-1195** Designating Very High Fire Severity Zones within the City of South Lake Tahoe.
    Public Comment was heard from the following person:
    1. Melissa Soderston

Public Hearing

11. **Levy of Assessment for Ski Run Business Improvement District for Business License Year 2025/2026**
    Note: Councilmember Robbins recused himself from participating in this item due to real property interest, and left the meeting.
    Action: Moved/Seconded: Bass/Roberts
    Yes: Wallace, Bass, Jinkens, Roberts
    Recused: Robbins
    Action: Passed **Resolution 2025-037** confirming the Ski Run Business Improvement District annual report and levying the assessment for business license year 2025/2026.

12. Ordinance Amending Vacation Home Rental Regulations Outside Tourist Core (First Reading) and Urgency Ordinance Extending Temporary Moratorium on Issuance of Vacation Home Rental Permits in Areas Where Permits Were Prohibited by Measure T

Action: Moved/Seconded: Wallace/Jinkens
Yes: Wallace, Bass, Jinkens, Roberts
No: Robbins
Action: (1) Passed **Motion 2025-041** directing staff to make the following revisions to the proposed Ordinance Amending Vacation Home Rental Regulations Outside of the Tourist Core and bring back to the June 3, 2025 meeting:
1) Removing the cap and establishing a 150 foot buffer
2) Allowing condos to hold a VHR permit if they had one as of September 1, 2016. These condos will be exempt from the buffer.
3) In-person or electronic face-to-face check in with either a wet or electronic signature at or before check in. 24/7 in-person response to complaints. Indoor noise monitoring. Outdoor cameras for trash and parking. Require animal-resistant recycling carts when they are available.
4) Occupancy limit will be two per bedroom, exempting up to five kids age 13 and under, execept for in studios where the occupancy limit will be two people plus two children.
5) There will be no two year waiting period to apply for a VHR permit after the sale of a property.
6) Require defensible space inspections
7) Increase consequences for violations; owner can always be cited/rules apply to all
8) All VHR permits will be issued by the Police Department
9) Monthly limit of 150 permits issued
10) The Planning Commission will have the final decision on appeals, but the first and second violations will go to the hearing officer, with the third going to the Planning Commission with revocation discussion, only if the permit holder is appealing the violation.
11) Staff will review VHR permit fee to ensure complete cost recovery
12) Provide permitting preference for prior VHR/QVHR permittees who were in good standing.
Action: Moved/Seconded: Bass/Wallace
Yes: Wallace, Bass, Robbins, Roberts
No: Jinkens
Action: Passed **Urgency Ordinance 2025-1196** Extending a Temporary Moratorium on the Issuance of Vacation Home Rental Permits in Areas Where Permits Were Prohibited by Measure T.
Public Comment wa heard from te following people:

1. Robert Henderson
2. Lisa Underwood, Tahoe Keys Resort
3. Deepak Sharma *written comment submitted
4. Lauren Gresh, RnR Vacation Rentals
5. Steve Treshara, Tahoe Chamber
6. Mark Salmon
7. Ed Mosur
8. Duane Wallace, South Tahoe Chamber of Commerce
9. Bob Poet
10. Uriah Kaufman *written comment submitted
11. Christian
12. Caleb Fry *written comment submitted
13. Andrew Pierce, Attorney for South Lake Tahoe Property Owner's Group
14. Eric Lentz
15. Samantha Eperson, RnR Vacation Rentals
16. Lorraine Jackson *written comment submitted
17. Don
18. Duggan Smith
19. Nicole Ladd

Written Public Comment was received from the following people:

1. Eric Bickert

2. Seth Dallob
3. Mike Keck
4. John Messina, Lake Tahoe Taxpayers Association
5. Danny McNamara
6. Jay Miller
7. Ed Rounds
8. Tom Todd
9. Stephen Weil

Regular- Unfinished Business

13. 2025-2030 Strategic Plan Adoption

Action: Moved/Seconded: Bass/Roberts
Yes: Wallace, Bass, Robbins, Roberts
Abstain: Jinkens
Action: Passed **Motion 2025-042** adopting the 2025-2030 Strategic Plan with the following amendments:

1) Item 1.8 will be broken into 1.8 and 1.9. Item 1.9 will change to 1.10, 1.10 will change to 1.11. It will evaluate the feasibility of a residential area plan.
2) Minor to text change to section 4.1 “viable economies”
3) Addition to section 7.7 “Continue to improve equitable access for people of all abilities to all public spaces.”
4) Moving the geothermal to start in 2025-2026 and finish 2026-2027.

Action: Moved/Seconded: Bass/Roberts
Yes: Wallace, Bass, Robbins, Roberts
Abstain: Jinkens
Public Comment was heard from the following people:

1. Ed Mosur
2. Stacey Ballard

Regular- New Business

14. License with Mary Johnson McCall for Use of Bijou Golf Course Parking Lot

Note: Mayor Pro Tem Bass recused himeslef from participating in this item due to real property interest, and left the meeting.
Action: Moved/Seconded: Jinkens/Robbins
Yes: Wallace, Robbins, Jinkens, Roberts
Recused: Bass
Action: Passed **Resolution 2025-038** authorizing and directing the Mayor to execute a license agreement with Mary Johnson McCall **(C-083-2025)** to use the parking lot at Bijou Golf Course located at Fairway Drive for an annual payment of $30,000 to lease the parking lot from May 1 through October 31 each year of 2025 through 2027, and appropriating $4,645 from General Funds Undesignated Excess Revenues into the Golf Course account 100-04110-43041 Rental of Land & Buildings.
Public Comment was heard from the following people:

1. Mary McCall
2. Forrest Grimes

15. Ordinance Amending Chapter 8.05.170 (Permits to Reserve Portions of Park) of the SouthLake Tahoe City Code to Establish a Commercial Use Permit (First Reading)

Action: Moved/Seconded: Jinkens/Bass
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: 1) Passed **Motion 2025-043** to hold a first reading (by title only) of an Ordinance Amending Chapter 8.05.170 (Permits to Reserve Portions of Park) establishing a permit for commercial use purposes and refer to second reading and adoption to May 20, 2025.

16. Stateline Transit Center Parking Enforcement Authorization Ordinance (First Reading)

Action: Moved/Seconded: Bass/Roberts

Yes: Wallace, Bass, Robbins, Jinkens, Roberts

Action: 1) Passed **Motion 2025-044** to hold a first reading (by title only) of an Ordinance amending Article VII of Chapter 4.25 of the South Lake Tahoe City Code to addSection 4.25.607 authorizing City Council, by resolution, to establish certain parkingprohibitions, restrictions, and regulations at municipal off-street parking facilities and refer to asecond reading and adoption to the May 20, 2025 meeting; and, 2) Passed **Resolution 2025-039** establishing parking prohibitions, restrictions, and regulations for the Stateline Transit Center.

17. Pioneer Trail Pedestrian Improvement Project Phase II: Construction Contract with B&M CivilLLC, Amendment to Agreement with CDM Smith for Engineering Services During Construction,and Accepting and Appropriating Grant Funding

Note: Staff noted a correction to the recommended action changing SB-1 funds to Road Rehabilitation Fund.

Action: Moved/Seconded: Bass/Jinkens

Yes: Wallace, Bass, robbins, Jinkens, Roberts

Action: Passed **Resolution 2025-040**: a) Authorizing anddirecting the Mayor to execute Construction Contract with B&M Civil LLC **(C-084-2025)** for $6,344,383, plus a 10% Construction Contingency of $634,436; b) Authorizing and directing the Mayor to execute Amendment No. 6 to Agreement with CDM Smith **(C-085-2025)** for Engineering Services During Constructionfor an additional amount of $54,983.67 and a total amount not to exceed $615,396.39; c) Accepting and Appropriating grant funding of $1.2 million from Active Transportation Program, $1,551,000 from Congestion Mitigation and Air Quality, $606,000 from Surface Transportation Block Grant, and $714,984 from South Tahoe Public Utilities **(C-086-2025)** for In Lieu Fees; d) Transferring$1,050,000 of Measure S Undesignated Reserves and $915,898 from Road Rehabilitation Fund; and e)Transferring $481,732 from James and Eloise Drainage Project.

Agenda Planning Calendar

18. Agenda Planning Calendar

Action: Received and filed.

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

City Clerk Blankenship

1. Mayor Wallace issued a Proclamation to Tahoe Chamber and South Tahoe Chamber of Commerce recognizing May 4-10, 2025, as “Small Business Week”
2. Attended California Municipal Clerk Association Conference

City Manager Irvin

1. The Parks and Recreation Department was awarded “Community Partner of the Year” by the Boys and Girls Club of Lake Tahoe

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

Councilmember Roberts

1. Request for a report on the feasiblity of the Angel City Sports BMX track (Jinkens seconded)
2. Request to pursue an Ad Hoc Committee on regional policy (Wallace seconded)

Councilmember Jinkens

1. Thank you to VHR public commentors

Councilmember Robbins

1. Request for City Seal update (Bass seconded)
2. Upcoming Tahoe Transportation District meeting

Mayor Pro Tem Bass

1. Upcoming Lake Tahoe Visitor's Authority meeting

Mayor Wallace

1. Attended El Dorado County Fair lunch in. The fair will take place June 12-15, 2025.
2. "Chopping it up with the Mayor" available on channel 21. Upcoming episode on Reno Television.

Adjourment

Mayor Wallace adjourned the Meeting at 4:32 p.m.

Date:_____

_____
Tamara Wallace, Mayor

Attest:_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:2

Agenda Item: Agreement with TJKM Transportation Consultants to prepare Traffic Calming Toolbox

Executive Summary: City Council will consider a contract with TJKM Transportation Consultants to prepare a Traffic Calming Toolbox for a not-to-exceed amount of $100,000. The Traffic Calming Toolbox provides guidance, procedures, and methodologies for evaluating and implementing general traffic safety and traffic calming issues in the City. The goal of this document is to guide the residents in requesting an evaluation and for the City staff to implement practical, feasible, and safe solutions to address these concerns. This effort is the first step in implementing the Vision Zero Action Plan, which was adopted by the City Council on January 14, 2025.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute an Agreement with TJKM Transportation Consultants for an amount not to exceed $100,000 to prepare the citywide Traffic Calming Toolbox

Responsible Staff Member: Emily Dougherty, Engineering Technician and Anush Nejad, Director of Public Works

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

Attachments:

01-Staff Report-Traffic Calming Toolbox Agreement.docx
02-PSA with TJKM Transporation Consultant.pdf

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

Meeting Date: May 20, 2025

Title: Agreement with TKJM Consultants for Development of a Traffic Calming Toolbox

Project Location: Citywide

Responsible Staff Member: Emily Dougherty, Engineering Technician, and Anush Nejad, Director of Public Works

Background: The City receives monthly calls regarding traffic safety and other traffic improvement requests from the public. The requests include, but are not limited to, the following general concerns:

- Speeding in residential neighborhoods
- Cut-through traffic in residential neighborhoods
- Excessive perceived speeding along collector and arterial roadways
- Conflicts between scooters and pedestrians on joint-use bicycle trails
- Request for additional traffic control devices, such as stop signs for multi-way stop signs
- Requests for traffic calming devices, including speed humps, speed feedback signs, etc.
- Requests for crosswalks at uncontrolled intersections
- Requests for residential parking permits or other parking regulations
- Requests for bike path traffic control devices, including preferences to bicycle priorities

Issue and Discussion: Last year, the City Council appropriated $100,000 to conduct this study to develop a procedural guideline to address these requests. The Traffic Calming Toolbox will provide guidance, procedures, and methodologies for evaluating and implementing general traffic safety and traffic calming issues in the City. The goal of this document is to guide the residents in requesting an evaluation and for the City staff to implement practical, feasible, and safe solutions to address these concerns. The recommended traffic calming solutions and recommendations will consider the mountain and snow conditions of the City.

The City released a Request for Proposal (RFP) to the public on March 13, 2025. 980 vendors were notified. A pre-proposal meeting was held on March 25, 2025. Three firms downloaded the documents. One firm submitted a proposal on April 15, 2025.

The Proposal submitted by TKJM was distributed to the three (3) cities' evaluation team members, including the Public Works and Finance departments. Each team member evaluated and then numerically scored each proposal based on the criteria outlined in the RFP. The average score for the panel members was 92. Therefore, TKJM was deemed qualified to conduct this study.

Financial Implications: The recommended contract amount with TJKM is $100,000. Funding for the project has been allocated in 24/25 budget cycle, in CIP Account 30150043-48030.

Environmental Considerations:
This action is statutorily exempt under the California Environmental Quality Act (“CEQA”) under CEQA Guidelines section 15262 (Feasibility and Planning Studies).

Policy Implications:
This study follows the approval of the Vision Zero goal and the Resolution adopted by the City Council on September 24, 2024 – Resolution 2024- 106. Retaining a qualified inspector is essential for delivering high-quality Capital Improvement Projects. Without these services, the construction work may be compromised, affecting the quality of the work.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 20th day of May 2025, by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and TJKM Transportation Consultants (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 December 31, 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, and overtime exceed $100,000 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.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Separate invoices shall e su mitted for each pro ect, includin authori ed overtime services. 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. 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. The Consultant shall pay all penalties and wages as required by law, if these re uirements are not met.

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 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 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: TJKM Transportation Consultants
Ruta Jariwala, PE, Vice President
4305 Hacienda Drive, Suite 550
Pleasanton, CA 4588

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 workplace by taking the following actions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By_____
Tamara Wallace, Mayor

Date _____

CONSULTANT: TJKM Transportation Consultants

By _____
Nayan Amin
President

Date _____

Business License 013582

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

Date _____

ATTEST:

By_____
Susan Blankenship, City Clerk

Date _____

Attachments:
Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification
Exhibit D – Certificate of Insurance

EXHIBIT A

SCOPE OF SERVICES

Proposal for

Traffic Calming Toolbox Development Services

RFP 04-15-2025-2

CITY OF SOUTH LAKE TAHOE

April 15, 2025



TJKM

April 15, 2025

Anush Nejad, Director of Public Works
Public Works
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150

Subject: Proposal for Traffic Calming Toolbox Development Services, RFP 04-15-2025-2

Dear Mr. Nejad:

TJKM Transportation Consultants (TJKM) is pleased to submit our Proposal for Traffic Calming Toolbox Development Services to the City of South Lake Tahoe. We are confident that the TJKM Team will meet the City of South Lake Tahoe's goals and objectives for this project, all while exceeding your expectations within budget and on schedule. TJKM is a transportation planning, traffic operations, and engineering firm providing services throughout California, Florida, and Texas. Our projects range in size from short-term engagements developing meaningful mobility solutions for a wide range of transportation issues to long-term planning for new developments, communities, and transportation systems. TJKM has been involved in more than 10,000 transportation projects throughout California and averages over 250 new projects each year. The team offered by TJKM is not only unparalleled in each of these areas but has demonstrated its creativity to develop innovative design approaches to meet any of the City's project goals.

Project Team

To meet the specific needs of the City, I am pleased to propose myself, Ms. Ruta Jariwala, PE, TE, as your Project Manager. I brings to the team more than 25 years of experience in the areas of traffic calming solutions, project management, visions zero plans, local roadway safety plans, traffic safety, multimodal studies, transportation planning, traffic operations, traffic impact studies, signal coordination, and freeway operations. I will be supported by a group of talented and experienced leaders in their fields with significant experience in providing engineering support services for the development of federal, state, and locally funded transportation-related projects. The TJKM Team brings current knowledge and experience to City of South Lake Tahoe and is ready to "hit the ground running". *I worked with the City of South Lake Tahoe on the Vision Zero Policy and Action Plan and am currently working on the Stateline Avenue Complete Streets Project.*

Statements

This proposal shall remain valid for a minimum of 150 days from the date of submittal.

Contact and Commitment

As Vice President of the firm, I am authorized to bind TJKM to a contract and you have my personal assurance that all the resources necessary to address the City's needs will be made available and ready to perform when the opportunity arises. During the proposal process, please feel free to contact me via phone at (408) 421-0768 or via email at rjariwala@tjkm.com. Mailed correspondence can be sent to 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588.

We look forward to the opportunity continue our relationship and to answer any questions you may have regarding our Proposal. Thank you for considering TJKM for this project.

Sincerely,
TJKM Transportation Consultants



Ruta Jariwala, PE, TE - Vice President

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Executive Summary



TJKM

Proposal for Traffic Calming
Toolbox Development Services

TJKM Transportation Consultants (TJKM) is pleased to submit our Proposal for Traffic Calming Toolbox Development Services to the City of South Lake Tahoe.

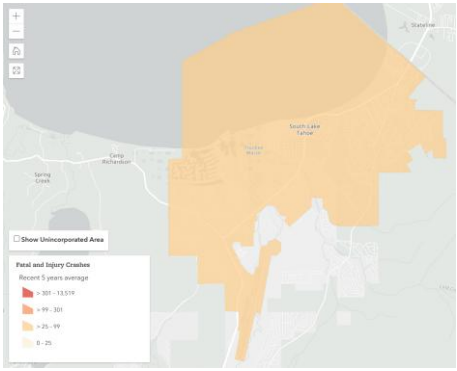
EXECUTIVE SUMMARY

TJKM understands that the City of South Lake Tahoe's Public Works Department is seeking Proposals from transportation and traffic engineering consultants to develop a Traffic Calming Toolbox. Since the City receives numerous requests each month from the public regarding traffic safety and improvement concerns, this toolbox will provide guidance, procedures, and methodologies for evaluating and addressing general traffic safety and traffic calming issues. The goal of the toolbox is to assist residents in submitting requests for evaluation and to help City Staff implement practical, feasible, and safe solutions to address those concerns.



South Lake Tahoe, with a population of approximately 22,000, is the largest City in El Dorado County. Located in the Sierra Nevada Mountains, South Lake Tahoe has long been a premier destination for visitors from around the world and has developed spaces to meet their needs. It also attracts residents who seek to live in a resort-style mountain community with close access to outdoor recreation. US Highway 50 (US 50) and State Route 89 (SR 89) are key transportation corridors through South Lake Tahoe, connecting resort facilities, parks, campgrounds, and casinos (in Stateline) to the Bay Area, other regions of California and Nevada. These highways, which are maintained by the California Department of Transportation (Caltrans), are heavily congested, particularly during the winter and summer months, due to the influx of tourists. Caltrans also manages all traffic signals on the US 50.

The City, in collaboration with Caltrans and other partner agencies, including Tahoe Regional Planning Agency (TRPA) and El Dorado County, recently completed several initiatives and studies to identify and address numerous safety concerns, including a Road Safety Audit study along US 50 and SR 89, a Vision Zero Action Plan, Residential Parking Permit Program, and season Speed Hump implementation.



Between 2018 and 2022, US 50/SR 89 in South Lake Tahoe has experienced four traffic fatalities and 28 severe injury collisions according to UC Berkeley's Transportation Injury Mapping System.

About a fifth of all fatal and injury collisions pertained to vulnerable users (pedestrians and cyclists). In the past five years, the amount of total injury collisions has nearly tripled. To invert this uptick, the TJKM Team understands that the City of South Lake Tahoe is seeking comprehensive services to develop a Traffic Calming Toolbox.

We understand that the safety and mobility enhancements will require that infrastructure improvements include all modes of transportation (automobile, pedestrian, bicyclist, and transit), the non-engineering E's of traffic safety (Engineering, Engagement, Education, Encouragement, Enforcement, and Emergency Medical Services (EMS)) to account for human factors (aggressive driving, driving under the influence, distracted driving or walking, etc.).

TJKM has extensive experience developing local road safety plans and neighborhood traffic calming programs that will be instrumental in developing an ambitious yet implementable toolbox for the City. From our knowledge of similar plans developed by numerous cities, we fully recognize that the City of South Lake Tahoe's Traffic Calming Toolbox will be unique and include different elements to best meet its community's needs.



TJKM

Proposal for Traffic Calming
Toolbox Development Services

COMPANY HISTORY, BACKGROUND, AND EXPERIENCE

Firm Overview

TJKM Transportation Consultants (TJKM), founded in 1974, is a transportation planning, traffic engineering, and traffic operations firm that provides professional services locally in California, Texas, and Florida. TJKM currently has a staff of 45 employees with offices in Pleasanton, San Jose, Fresno, Sacramento, Santa Rosa, CA; Austin, TX; and Tampa, FL. For over 50 years, our clients have entrusted us with their critical work.

We serve a full range of clients, including municipalities, congestion management agencies, Metropolitan Planning Organizations, transportation agencies, private developers, other consulting firms, and attorneys.

Our planners and engineers have worked on the public side of the desk for years as municipal engineers, developing superior skills in collaborating with the public and city councils and, more importantly, crafting excellent relationships with the right people.

We have hands-on experience and understand the latest requirements, technologies, trends, and standards. Our experience with local agency processes keeps projects moving faster, and our expertise from thousands of engagements helps us complete projects within budget.

Our motivation comes from satisfying clients' objectives and improving communities.

Our goal is to provide the most cost-effective implementable solutions that meet the unique needs of each client while keeping within budget and on schedule. We are professionals with a passion for safe and sustainable transportation – fully committed to the highest client satisfaction.

- **3,500+ Satisfied Clients**
- **400+ Jurisdictions/Agencies**
- **10,000+ Projects**
- **250+ New Projects Yearly**

SERVICES

- Traffic Safety/Operations
- Traffic Engineering
- Transportation Planning
- Multimodal Area Plans
- Complete Streets/Corridor Studies
- Traffic Engineering Design (Plans, Specifications, & Estimates)
- Intelligent Transportation Systems

TJKM is a Disadvantaged Business Enterprise (DBE) #40772 and Small Business Enterprise, (SBE) #38780.

EXPERTISE

Traffic Calming Planning

Almost 20 percent of TJKM's total project experience is municipal contracts are directly related to traffic calming recommendations and design. TJKM has seasoned personnel who have been involved in the planning, procedures, evaluating, and policies of traffic calming devices that make for a more walkable community. We have used various techniques (bulb-outs, lane reductions, speed humps, chicanes, pedestrian refuge, medians, raised intersections, crosswalks, etc.) to make a street more walkable and pedestrian friendly.



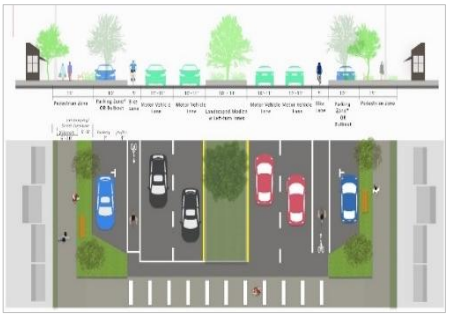
Our approaches and processes are in place because they have worked well in the past. Our calming strategies have been implemented repeatedly due to our careful and thoughtful analysis of current traffic conditions since wider streets are generally a deterrent to pedestrians. Our success with calming projects comes from years of tried-and-true experiences. TJKM has written traffic calming plans, policies, and guidelines for dozens of public agencies.



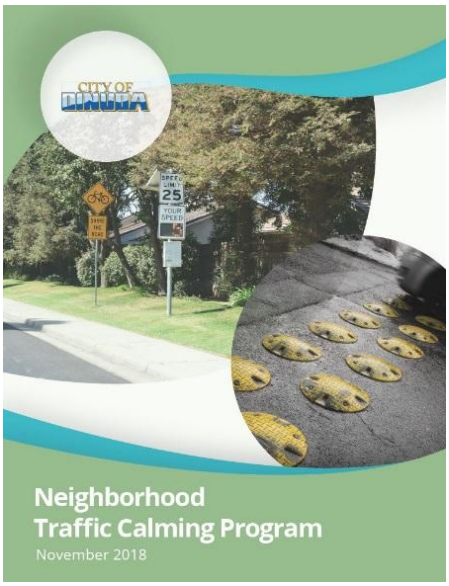
These include:

- Neighborhood Traffic Calming Program, Concord
- Neighborhood Traffic Calming Program, Millbrae
- Neighborhood Traffic Calming Program, Hayward
- Neighborhood Traffic Calming Program, Dinuba
- Traffic Calming Study for Six Intersections, Fresno
- Blossom Hill Traffic Calming, Los Gatos
- Discovery Bay Traffic Calming Study, Contra Costa County
- El Monte Avenue Traffic Calming Study, Los Altos
- Ferris-Englewood Neighborhood Traffic Calming, Los Gatos
- Hansen School Traffic Calming Plan, San Joaquin County
- Joaquin Area Neighborhood Traffic Management Plan, San Leandro
- Miller Creek Road Interchange Traffic Calming, Marin County
- Moody Road Traffic Calming, Los Altos Hills
- Neighborhood Traffic Calming Program, Hayward
- Norris Canyon Traffic Calming Update, San Ramon
- On-Call Traffic Calming Services, San Jose
- St. Francis Way Traffic Calming Study, San Carlos
- Salinas Traffic Calming Policy - Phase I, Salinas
- Traffic Calming Policy, Los Gatos
- Wyndgate Traffic Calming, San Ramon









Traffic Calming Engineering

TJKM specializes in comprehensive traffic calming solutions aimed at enhancing roadway safety, reducing vehicular speeds, and improving the quality of life for all road users. We provide end-to-end services, including data collection and analysis, community engagement, conceptual design, and detailed engineering plans for a variety of traffic calming measures such as speed humps, traffic circles, chicanes, raised crosswalks, and road diets.

Utilizing advanced tools and methodologies, we ensure that proposed solutions are context-sensitive, cost-effective, and compliant with local and national guidelines. Our team's experience working with public agencies allows us to develop tailored strategies that address unique challenges, foster stakeholder consensus, and deliver measurable improvements in traffic safety and operational performance. Projects include:

- Bicycle Facilities On-Call Engineering Services (Operational Analysis for Road Diet along Palm Avenue between Belmont to Shields Avenue), Fresno
- Avalon Heights Traffic Calming, Fremont
- Neighborhood Traffic Calming Program and Complete Streets Policy, Dinuba
- Neighborhood Traffic Calming Program, Millbrae
- On-Call Citywide Neighborhood Traffic Calming Program, Concord

We Know South Lake Tahoe

TJKM has experience working in the City of South Lake Tahoe and is very familiar with the policies and procedures. We have worked with the City and private developers on transportation planning and engineering design improvement projects. ***TJKM prepared the Vision Zero Policy and Action Plan for the City of South Lake Tahoe that was adopted by City Council in January 2025.***



Project Manager and Team Members



TJKM

Proposal for Traffic Calming
Toolbox Development Services

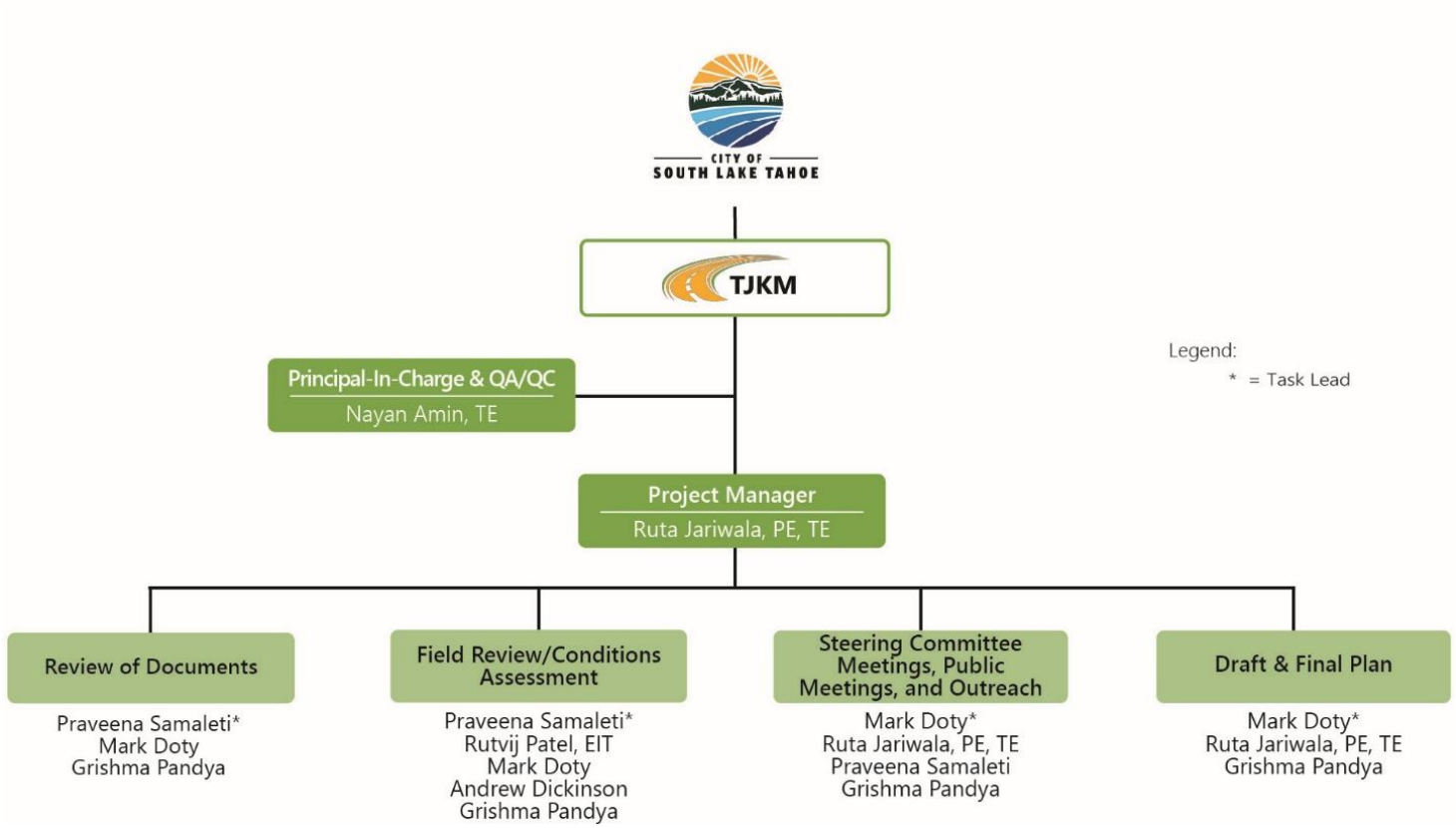
PROJECT MANAGER AND TEAM MEMBERS

Project Manager and Key Staff

Our Team Organization Chart illustrates our proven "chain of command" for performance on similar projects. The proposed organization is a fully integrated team under the direction of Mr. Nayan Amin, TE as Principal-In-Charge and Ms. Ruta Jariwala, PE, TE as Project Manager.

Our Project Manager, Ms. Jariwala will be responsible for the day-to-day/overall coordination on this contract, maintaining the effectiveness and efficiency of the work, schedule, and ensuring the work products are to the satisfaction of the City and stakeholders. She anticipates working closely with the City staff to ensure understanding of the project objectives from start to project completion.

We can confidently state that our key staff and a vast base of highly qualified technical members will be made fully available to you as required for your project from beginning to end. The TJKM Team has been carefully crafted to provide the City with the full range of expertise. TJKM will not substitute any of our key personnel without prior written approval by the City. Below is our Organization Chart showing the staff that will be assigned to your contract.



TJKM Project Manager

Ruta Jariwala, PE, TE



Ms. Jariwala has 25 years of professional experience in the areas of traffic calming. traffic operations, transportation planning, freeway and arterial management studies, signal coordination, traffic signal systems, TIS/environmental impact reports and intelligent transportation systems planning, design and construction oversight. She has extensive experience in macro and microscopic model development and application for analysis of traffic operations for express lane studies as well as multimodal operations, pedestrian, bicyclists, and traffic safety studies. She was the Project Manager for the South Lake Tahoe Vision Zero Policy and Action Plan.

Key Staff Table

Our assigned Project Manager Ms. Jariwala and the key staff have worked on several projects that required specific strategies to be created for projects to ensure that any traffic engineering services, traffic calming plans/features, and safety projects would be successful. As you can see in the table below, TJKM staff have completed many successful Traffic Calming, Safety Studies, Systemic Safety Analysis Reports, Local Road Safety Plans, Comprehensive Safety Action Plans, and Vision Zero Plans. Below is a table summarizing our Key Staff qualifications and relevant experience/projects.

Name, Role, & Years of Experience	Qualifications	Similar Projects
Nayan Amin, TE Principal-In-Charge & QA/QC Manager 35 Years of Experience	▪ Traffic Calming ▪ Traffic Engineering ▪ Safety Studies ▪ Active Transportation Plans ▪ Vision Zero & Safety Action Plans ▪ Speed Zone Studies ▪ Multimodal Studies ▪ Corridor Studies ▪ Complete Streets ▪ Traffic Impact Studies ▪ Traffic Operations	▪ Vision Zero Policy & Action Plan, South Lake Tahoe ▪ Neighborhood Traffic Calming Program, Concord ▪ Neighborhood Traffic Calming Program, Millbrae ▪ Neighborhood Traffic Calming Program & Complete Streets Policy, Dinuba ▪ Traffic Calming in the Lyon-Hoag Neighborhood & Vicinity, Burlingame ▪ Stanford Neighborhood Streets Enhancement, Redwood City ▪ Neighborhood Traffic Calming Program, Napa ▪ Discovery Bay Traffic Calming Study, Contra Costa County ▪ St. Francis Avenue Traffic Calming Study, San Carlos ▪ Active Transportation Plan, Exeter ▪ Citywide Active Transportation Plan, Fresno ▪ Citywide Active Transportation Plan, Patterson ▪ Active Transportation Plan, Scotts Valley ▪ Greater Downtown Active Transportation Plan, Stockton
Ruta Jariwala, PE, TE Project Manager 24 Years of Experience	▪ Traffic Calming ▪ Traffic Engineering ▪ Project Management ▪ Safety Studies ▪ Active Transportation Plans ▪ Vision Zero & Safety Action Plans ▪ Speed Zone Studies ▪ Transportation Planning ▪ Traffic Operations ▪ Traffic Impact Studies	▪ Vision Zero Policy & Action Plan, South Lake Tahoe ▪ Neighborhood Traffic Calming Program, Millbrae ▪ Neighborhood Traffic Calming Program & Complete Streets Policy, Dinuba ▪ Traffic Calming in the Lyon-Hoag Neighborhood & Vicinity, Burlingame ▪ Stanford Neighborhood Streets Enhancement, Redwood City ▪ Avalon Heights Traffic Calming Study, Fremont ▪ Neighborhood Traffic Calming Program, Hayward ▪ Active Transportation Plan, Exeter ▪ Citywide Active Transportation Plan, Fresno ▪ Citywide Active Transportation Plan, Patterson ▪ Active Transportation Plan, Scotts Valley ▪ Greater Downtown Active Transportation Plan, Stockton
Praveena Samaleti Task Lead 19 Years of Experience	▪ Corridor Studies ▪ Complete Streets ▪ Signal Coordination ▪ Traffic Studies ▪ Signal Timing ▪ Multimodal Transportation Analysis ▪ Planning	▪ Citywide Multimodal Improvement Study, Hayward ▪ Neighborhood Traffic Calming Program & Complete Streets Policy, Dinuba ▪ Multimodal Transportation Analysis for Proposed Residential Development at 1265 Montecito Avenue, Mountain View ▪ Multimodal Transportation Analysis for Proposed Mixed-Use Development at 590 Castro Street, Mountain View ▪ Multimodal Transportation Analysis for Proposed Office Development at 1155 & 1185 Terra Bella Avenue, Mountain View

Name, Role, & Years of Experience	Qualifications	Similar Projects
Mark Doty Task Lead 19 Years of Experience	▪ Stakeholder Engagement ▪ Vision Zero & Safety Action Plans ▪ Active Transportation Plans ▪ Planning ▪ Parking Studies ▪ Urban & Community Design	▪ Vision Zero Policy & Action Plan, South Lake Tahoe ▪ Vision Zero Plans for the Cities of Dinuba & Cupertino ▪ Safe Streets & Roads for All Comprehensive Safety Action Plan, Colusa ▪ Active Transportation Plan, Exeter ▪ Citywide Active Transportation Plan Update, Fresno ▪ Local Roadway Safety Plans for the Cities of Albany, Pittsburg, Gridley, & Pico Rivera ▪ Local Roadway Safety Plan, Santa Cruz County

Resumes

On the following pages, we have included key staff resumes



Mr. Amin has 35 years of both public and private sector experience in the areas of transportation planning, traffic impact studies, transportation management plans, construction scheduling, construction area signs, signing and striping, traffic signal coordination, traffic operations, transit priority, traffic signal systems, freeway and arterial management studies, and intelligent transportation systems planning, design and construction oversight. He specializes in macro and microscopic model development and application for analysis of impacts across all modes of transportation. His projects include planning, design, and providing construction oversight on projects to enhance operations and safety for all modes of transportation. Studies also include multimodal operations, light-rail, bus rapid transit, pedestrian, bicyclists and traffic safety and operations.

Nayan Amin, TE

PRESIDENT

Project Role: Principal-In-Charge & QA/QC

AREAS OF EXPERTISE

- Transportation Planning
- Traffic Impact Studies
- Transportation Management Plans
- Traffic Operations
- Transit Priority
- Freeway & Arterial Management Studies
- Multimodal Studies

YEARS OF EXPERIENCE

35

REGISTRATIONS & CERTIFICATIONS

CA TE 2290

PROFESSIONAL HISTORY

TJKM	2012-Present
URS	2004-2012
Bucher, Willis & Ratliff	2001-2003
TJKM	1996-2000
VK Patel	1990-1996

EDUCATION

M.S., Civil Engineering, San Jose State University, San Jose, CA

B.S., Civil Engineering, Saurashtra University, Rajkot, Gujarat, India

Project Experience

Vision Zero Policy & Action Plan, South Lake Tahoe, CA, City of South Lake Tahoe, 2023-2025, $249K: Principal-In-Charge and QA/QC TJKM assisted the City with developing a Vision Zero Policy and Action Plan. Tasks included assessment of existing policies, programs, and practices; Formation of a Vision Zero Task Force; Communicated data and information to the public on social media and on the City's website; Attended public meetings; Collected collision data and analysis; Developed implementable actions and performance measures; Provided project recommendations after collecting information from community engagement and stakeholder workgroups; Coordinated with the City to identify most at-risk population and worked with local police and EMS departments; and created the Vision Zero Action Plan.

Neighborhood Traffic Calming Program, Millbrae, CA, City of Millbrae, 2019-2020, $70K: Principal-In-Charge. The project entailed development of the City's first Citywide Neighborhood Traffic Calming Program. This Programs is composed of a City-customized matrix of traffic calming measures and criteria of feasibility (toolbox), and a traffic calming application reviewing process for residents and decision makers. The team designed a project website as part of the community participation and outreach portion of the project. Additional outreach methods included two community workshops to identify areas of concerns and solutions to those concerns.

Neighborhood Traffic Calming Program & Complete Streets Policy, Dinuba, CA, City of Dinuba, 2019, $59K: Project Manager responsible for assisting the City with the development of their first Neighborhood Traffic Calming Program (NTCP) and Complete Streets Policy. The NTCP aims to provide a well-defined toolbox to effectively utilize the most appropriate traffic calming solutions with proper community outreach and collaboration. Key tasks of this plan were:

- Development of a Traffic Calming Toolbox
- Policies and guidelines for application of each strategy in the toolbox
- Develop necessary forms and educational documents to establish community support
- Traffic calming involved strategies and physical measures to reduce vehicular speeds and cut-through traffic, thus improving safety for all travel modes.

In addition, he developed a Complete Streets Policy to assist long-term citywide multimodal planning and decision making. Recommended a joint

outreach effort for the NTCP and Complete Streets Policy, along with the Pedestrian and Bicyclist Safety and Connectivity Study that the team also completed.

Traffic Calming in the Lyon-Hoag Neighborhood & Vicinity, Burlingame, CA, City of Burlingame, 2019-Ongoing, $173K: Principal-In-Charge on a project for the development of a traffic calming study for the City of Burlingame for the Lyon Hoag Neighborhood and other neighborhoods within its vicinity. The project is aimed to address existing traffic and safety issues by implementing traffic calming measures such as bulb-outs, turn restrictions, and safer pedestrian and bicycle facilities, within the neighborhood street network. The project involves extensive community outreach process to engage the residents and to assist the City to achieve context-sensitive capital project development. TJKM designed a project website as part of the community participation and outreach portion of the project. Additional outreach methods include an Online Resident Survey, three outreach workshops, and a Public Hearing for presentation of the Study.

Stanford Neighborhood Streets Enhancement Project, Redwood City, CA, City of Redwood City, 2016-2017, $100K: Principal-In-Charge who oversaw project team to provide traffic calming improvements for three neighborhoods affected by the new Stanford University office campus in Redwood City. The funds provided for this project would be used towards various traffic calming efforts including landscaping, bicycle facilities, and other features that would create an attractive neighborhood boundary and discourage cut-through traffic.

Neighborhood Traffic Calming Program, Hayward, CA, City of Hayward, 2015-2017, $84K: Principal-In-Charge. The team developed the first Neighborhood Traffic Calming Program for the City of Hayward. Our services included benchmarking with other cities, conducting research on pros/cons of various traffic calming devices, developing community engagement processes, identifying funding options, developing a strategy toolbox that included solutions in four areas – Engineering, Education, Empowerment and Enforcement, etc.

Active Transportation Plan, Exeter, CA, City of Exeter, 2023-2024, $40K: QA/QC. Developed an Active Transportation Plan for the City. Tasks included: existing conditions review, identifying and updating pedestrian and bicycle projects and costs, Safe Routes to Schools projects, other non-motorized transportation modes, gathering and reviewing public input, and developing a draft and final report. TJKM also prepared a Caltrans ATP Cycle 7 project application.

Citywide Active Transportation Plan, Fresno, CA, City of Fresno, 2023-Ongoing, $400K: Principal-In-Charge and QA/QC. The team is preparing an update to the City Active Transportation Plan. We will build upon the previous success that Fresno has experienced through the enforcement of these plans and policies as well as enhancement to critical pedestrian and bicycle infrastructure to adhere to all Ages and Abilities standards and objectives. The team will also develop strategies and identify opportunities to improve safety and connectivity, develop a safety education program, conduct community outreach including two Pop-Up demonstration projects, and develop conceptual plans for potential projects.

Citywide Active Transportation Plan, Patterson, CA, City of Patterson, 2020-2021, $99K: QA/QC. The team prepared a citywide bicycle and pedestrian master plan. Core components of the plan included: An overall framework plan depicting the City's future cycling and walking network; Identification of pedestrian and bicycle network deficiencies, and development of implementable improvement options; Design tools for improvements; Conceptual designs for short and long-term improvements suitable for future CIP funding programming and grant applications; and A phasing plan and grant-focused funding strategy for prioritized projects, programs and action steps.

Active Transportation Plan, Scotts Valley, CA, Ecology Action of Santa Cruz, 2019-2020, $25K: Principal-In-Charge. The team assisted Ecology Action and the City of Scotts Valley with strategic tasks focusing on successful completion and implementation of the city's active transportation plan. The plan describes current conditions, list barriers to active transportation, and recommends infrastructure and non-infrastructure solutions which promote statewide goals of reducing greenhouse gas emissions while fostering livable communities, healthy transportation, and public involvement in transportation planning. Public input was gathered through outreach events including a community meeting led by TJKM and online comments. The plan guides future improvements and secure grant funding. The planning team developed a detailed set of projects to enhance citywide mobility.

Safe Streets & Roads for All Comprehensive Safety Action Plan, Colusa, CA, City of Colusa, 2023-2025, $200K: Project Manager supported Colusa in creating a CSAP that enhances safety for everyone on City roads. Components of the project included community engagement; data-driven solutions: crash data, land use, and equity analysis to create an effective plan; interactive dashboard: track progress and monitor safety improvements; and grant opportunities: secure funding for crucial safety projects.



Ms. Jariwala has 25 years of professional experience in the areas of traffic operations, transportation planning, freeway and arterial management studies, signal coordination, traffic signal systems, traffic impact studies/EIRs and intelligent transportation systems planning, design and construction oversight. She has extensive experience in macro and microscopic model development and application for analysis of traffic operations for express lane studies as well as multimodal operations, light-rail, bus rapid transit, pedestrian, bicyclists, and traffic safety studies.

Ruta Jariwala, PE, TE

PRINCIPAL

Project Role: Project Manager

AREAS OF EXPERTISE

- Signal Coordination
- Project Management
- Traffic Impact Studies
- Freeway Operations
- Traffic Operations
- Traffic Planning

YEARS OF EXPERIENCE

25

REGISTRATIONS & CERTIFICATIONS

CA CE 73840
CA TE 2465
TX CE 135281
FL CE 100796

PROFESSIONAL HISTORY

TJKM	2012-Present
URS	2004-2012
Bucher, Willis & Ratliff	2001-2003
Autodesk	1999-2001

EDUCATION

M.S., Civil Engineering, San Jose State University, San Jose, CA
B.S., Civil Engineering, Bombay University, Mumbai, Maharashtra, India

Project Experience

Vision Zero Policy & Action Plan, South Lake Tahoe, CA, City of South Lake Tahoe, 2023-2025, $249K: Project Manager assisted the City with developing a Vision Zero Policy and Action Plan. Tasks included assessment of existing policies, programs, and practices; Formation of a Vision Zero Task Force; Communicated data and information to the public on social media and on the City's website; Attended public meetings; Collected collision data and analysis; Developed implementable actions and performance measures; Provided project recommendations after collecting information from community engagement and stakeholder workgroups; Coordinated with the City to identify most at-risk population and worked with local police and EMS departments; and created the Vision Zero Action Plan.

Neighborhood Traffic Calming Program, Millbrae, CA, City of Millbrae, 2019-2020, $70K: Project Manager responsible for the development of the City's first Citywide Neighborhood Traffic Calming Program. This Programs was composed of a City-customized matrix of traffic calming measures and criteria of feasibility (toolbox), and a traffic calming application reviewing process for residents and decision makers. A project website was designed as part of the community participation and outreach portion of the project. Additional outreach methods include two community workshops to identify areas of concerns and solutions to those concerns.

Neighborhood Traffic Calming Program & Complete Streets Policy, Dinuba, CA, City of Dinuba, 2019, $59K: Task Lead assisted the City with the development of their first Neighborhood Traffic Calming Program (NTCP) and Complete Streets Policy. The NTCP aims to provide a well-defined toolbox to effectively utilize the most appropriate traffic calming solutions with proper community outreach and collaboration. Key tasks of this plan were:

- Development of a Traffic Calming Toolbox
- Policies and guidelines for application of each strategy in the toolbox
- Develop necessary forms and educational documents to establish community support
- Traffic calming involves strategies and physical measures to reduce vehicular speeds and cut-through traffic, thus improving safety for all travel modes.

In addition, she is developing a Complete Streets Policy to assist long-term citywide multimodal planning and decision making. She recommended a joint outreach effort for the NTCP and Complete Streets Policy, along with the ongoing Pedestrian and Bicyclist Safety and Connectivity Study that TJKM is currently contracted to complete.

Traffic Calming in the Lyon-Hoag Neighborhood & Vicinity, Burlingame, CA, City of Burlingame, 2019-Ongoing, $173K: Project Manager responsible for developing a traffic calming study for the City of Burlingame for the Lyon Hoag Neighborhood and other neighborhoods within its vicinity. The project is aimed to address existing traffic and safety issues by implementing traffic calming measures such as bulb-outs, turn restrictions, and safer pedestrian and bicycle facilities, within the neighborhood street network. The project involves an extensive community outreach process to engage the residents and to assist the City to achieve context-sensitive capital project development. She designed a project website as part of the community participation and outreach portion of the project. Additional outreach methods include an Online Resident Survey, three outreach workshops, and a Public Hearing for presentation of the Study.

Stanford Neighborhood Streets Enhancement Project, Redwood City, CA, City of Redwood City, 2016-2017, $100K: Project Manager to project which provided traffic calming improvements for three neighborhoods affected by the new Stanford University office campus in Redwood City. The funds provided for this project can be used towards various traffic calming efforts including landscaping, bicycle facilities, and other features that will create an attractive neighborhood boundary and discourage cut-through traffic.

Avalon Heights Traffic Calming Study, Fremont, CA, Community Association Management, 2015-2017, $11K: Project Manager who led team to conduct a traffic calming study for the community of Avalon Heights - a gated community of single-family homes in the picturesque Fremont hills, east of I-680. The Association retained TJKM's services in response to ongoing concerns about the vehicular speeds and pedestrian safety within the community. The scope of services included analyzing existing traffic conditions along various streets within the community and developing recommendations that would address the speeding and safety concerns. The study involved field observations along all streets within the community on multiple days, data collection at seven key locations and analysis of the collected data. The recommended improvements included low cost, medium cost, and high-cost alternative that provided different level of relief from the existing concerns.

Neighborhood Traffic Calming Program, Hayward, CA, City of Hayward, 2015-2017, $208K: Project Manager. She developed the first Neighborhood Traffic Calming Program for the City of Hayward. Our services included benchmarking with other cities, conducting research on pros/cons of various traffic calming devices, developing community engagement processes, identifying funding options, developing a strategy toolbox that included solutions in four areas – Engineering, Education, Empowerment and Enforcement, etc.

Active Transportation Plan, Exeter, CA, City of Exeter, 2023-2024, $40K: Principal-In-Charge. The team developed an Active Transportation Plan for the City. Tasks included: existing conditions review, identifying and updating pedestrian and bicycle projects and costs, Safe Routes to Schools projects, other non-motorized transportation modes, gathering and reviewing public input, and developing a draft and final report. As part of the project scope, TJKM also prepared a Caltrans ATP Cycle 7 project application.

Citywide Active Transportation Plan, Fresno, CA, City of Fresno, 2023-Ongoing, $400K: Project Manager. The team is preparing an update to the City Active Transportation Plan. We will build upon the previous success that Fresno has experienced through the enforcement of these plans and policies as well as enhancement to critical pedestrian and bicycle infrastructure to adhere to all Ages and Abilities standards and objectives. The team will also develop strategies and identify opportunities to improve safety and connectivity, develop a safety education program, conduct community outreach including two Pop-Up demonstration projects, and develop conceptual plans for potential projects.

Citywide Active Transportation Plan, Patterson, CA, City of Patterson, 2020-2021, $99K: Principal-In-Charge. The team prepared a citywide bicycle and pedestrian master plan. Core components of the plan included: An overall framework plan depicting the City's future cycling and walking network; Identification of pedestrian and bicycle network deficiencies, and development of implementable improvement options; Design tools for improvements; Conceptual designs for short and long-term improvements suitable for future CIP funding programming and grant applications; and A phasing plan and grant-focused funding strategy for prioritized projects, programs and action steps.

Safe Streets & Roads for All Comprehensive Safety Action Plan, Colusa, CA, City of Colusa, 2023-Ongoing, $200K: Task Lead supporting Colusa in creating a CSAP that enhances safety for everyone on City roads. Components of the project include community engagement; data-driven solutions: crash data, land use, and equity analysis to create an effective plan; interactive dashboard: track progress and monitor safety improvements; and grant opportunities: secure funding for crucial safety projects.

Active Transportation Plan, Scotts Valley, CA, Ecology Action of Santa Cruz, 2019-2020, $25K: Project Manager. Public input was gathered through outreach events including a community meeting led by TJKM and online comments. The plan guides future improvements and secure grant funding. The planning team developed a detailed set of projects to enhance citywide mobility.



Ms. Samaleti has 19 years of experience in the area of transportation/traffic engineering. She has completed a variety of engineering tasks for signal coordination projects, signal timing, traffic operational analysis projects, traffic impact fee programs, congestion management programs, monitoring congestion management programs, development of traffic operational analysis guidelines, corridor studies, and multi-modal transportation analysis projects. She has also worked on traffic impact study (TIS) projects, Comprehensive Traffic and Transportation studies, and Feasibility studies in India. She has experience with a variety of software packages, including Synchro 10, SimTraffic 10, Traffix, Vistro, HCS and VISSIM.

Praveena Samaleti

SENIOR PROJECT MANAGER

Project Role: Review of Documents Task Lead and Field Review/Conditions Assessment Task Lead

AREAS OF EXPERTISE

- Signal Coordination
- Corridor Studies/Complete Streets
- Traffic Studies & Impact Fee Programs
- Congestion Management Programs
- Development of Traffic Operational Analysis Guidelines
- Multimodal Transportation Analysis
- Transportation Planning
- Intelligent Transportation Systems
- Data Collection
- Level of Service Analysis
- Vehicle Mile Traveled Analysis

YEARS OF EXPERIENCE

19

PROFESSIONAL HISTORY

TJKM	2023-Present
AECOM	2022-2023
TJKM	2015-2022
SLS TTIC Pvt.. Ltd., India	2006-2013

EDUCATION

Master of Technology (Specialization in Transportation Engineering), Jawaharlal Nehru University, Hyderabad, India

B.E., Civil Engineering, Vasavi College of Engineering, Hyderabad, India

Project Experience

Citywide Multimodal Improvement Study, Hayward, CA, City of Hayward, 2015-2016, $250K: Project Engineer. The purpose of the project is to conduct a citywide roadway and intersection improvement study to identify existing deficiencies, impacts from new development, and to develop capital improvement plan to mitigate the impacts. Assisting in developing synchro network consists of 100 study intersections for Existing scenario and preparation of Level of Service results.

Neighborhood Traffic Calming Program & Complete Streets Policy, Dinuba, CA, City of Dinuba, 2019, $59K: Transportation Planner assisted the City with the development of their first Neighborhood Traffic Calming Program (NTCP) and Complete Streets Policy. The NTCP aims to provide a well-defined toolbox to effectively utilize the most appropriate traffic calming solutions with proper community outreach and collaboration. Key tasks of this plan were:

- Development of a Traffic Calming Toolbox
- Policies and guidelines for application of each strategy in the toolbox
- Develop necessary forms and educational documents to establish community support
- Traffic calming involves strategies and physical measures to reduce vehicular speeds and cut-through traffic, thus improving safety for all travel modes.

In addition, she is developing a Complete Streets Policy to assist long-term citywide multimodal planning and decision making. She recommended a joint outreach effort for the NTCP and Complete Streets Policy, along with the ongoing Pedestrian and Bicyclist Safety and Connectivity Study that TJKM is currently contracted to complete.

Multimodal Transportation Analysis for Proposed Residential Development at 1265 Montecito Avenue, Mountain View, CA, Rincon Consultants, 2021-2022, $33K: Assisted in developing trip generation, distribution, intersection Level of Service analysis, pedestrian quality of service evaluation, bicycle level of traffic stress evaluation, transit operations, site access and circulation, parking, and traffic calming and neighborhood intrusion as per City of Mountain View multimodal analysis guidelines.

Multimodal Transportation Analysis for Proposed Mixed-Use Development at 590 Castro Street, Mountain View, CA, City of Mountain View, 2020-2021, $79K: Assisted in developing trip generation, distribution, intersection Level of Service analysis, pedestrian quality of service evaluation,

bicycle level of traffic stress evaluation, transit operations, site access and circulation, parking, and traffic calming as per City of Mountain View multimodal analysis guidelines.

Multimodal Transportation Analysis for Proposed Office Development at 1155 & 1185 Terra Bella Avenue, Mountain View, CA, Rincon Consultants, 2021-2022, $40K: Project Engineer who assisted in developing trip generation, distribution, intersection Level of Service analysis, pedestrian quality of service evaluation, bicycle level of traffic stress evaluation, transit operations, site access and circulation, parking, and traffic calming and neighborhood intrusion as per City of Mountain View multimodal analysis guidelines.

Traffic Signal Coordination for 68 intersections, Modesto, CA, City of Modesto, 2021-2022, $245K: Project Engineer who assisted on the project which optimized and coordinated 68 traffic signals throughout the City of Modesto. The key tasks for the project included: data collection, including field review, "before" travel time survey and collision analysis; existing conditions analysis; review of existing traffic signal timing parameters and provide recommendations for consistency with established guidelines; develop optimized signal timing plans for weekday peak periods; coordination with Caltrans; Benefit/Cost Ratio analysis; and determine the amount of public benefit derived from investing in the signal timing project.

Main Street Complete Streets, Stockton, CA, City of Stockton, 2020-Ongoing, $159K: Project Engineer who assisted the City of Stockton to evaluate the impacts of a proposed road diet on Main Street between Hunter Street and Grant Street, and Market Street between Center Street and locust Street. The proposed road diet would convert the four-lane arterial to a three-lane roadway (one travel lane in each direction plus a two-way center left-turn lane) with parking lane and bicycle facilities in both directions. A road diet would enhance safety, mobility and access for all road users and create a "complete street" environment to accommodate several transportation modes.

Bicycle Facility Planning Services for Martin Avenue & Walsh Avenue Corridor (Project 2), Santa Clara, CA, City of Santa Clara, 2022-Ongoing, $274K: Project Engineer. Assisted in data collection, methodology for existing baseline conditions, level of service and queuing analysis for existing no project, existing plus road diet alternatives conditions at 23 study intersections. Corridor Travel times were conducted using the VISSIM simulation software for the study scenarios and also provided the network performance of the study corridors with the implementation of proposed bike facilities. Attended project discussion meetings, BPAC meetings.

Eureka North-South Multimodal Corridor Study, Eureka, CA, City of Eureka, 2017-2018, $72K Project Engineer who assisted the City of Eureka to develop a Multimodal Corridor Plan focusing on the 1.5-mile corridors of H and I Streets. With the growing and higher collision rates on H and I Streets, she identified measures to calm traffic and reinforce rights-of-way for all modes of transportation. The team partnered with a City-certified local outreach agency to streamline the community engagement process. We have completed an informational workshop, a stakeholders meeting, and a walking/biking tour which were all well-received. Residents and other community members were able to review and comment on the proposed concept alternatives before the final plan was complete.

San Pablo Dam Road Diet Feasibility Study, Contra Costa County, CA Contra Costa County, 2020-2022, $99K: Project Engineer who assisted the Contra Costa County to analyze the feasibility of road diet along San Pablo Dam Road corridor and the impacts were presented whether it is feasible or not.

California Street Road Diet Study, Stockton, CA, City of Stockton, 2021, $25K: Project Engineer who assisted the City of Stockton to evaluate the impacts of a proposed road diet on California Street between E. Alpine Avenue and E. 8th Street. The proposed road diet would convert the four-lane arterial to a three-lane roadway (one travel lane in each direction plus a two-way center left-turn lane) with parking lane and bicycle facilities in both directions. A road diet would enhance safety, mobility and access for all road users and create a "complete street" environment to accommodate several transportation modes.

Mission Boulevard Complete Streets Improvement Project, Alameda, CA, Alameda County, 2021, $21K: Project Engineer, assisted in level of service and queue analysis at four signalized and at three unsignalized intersections along Mission Boulevard.

Sperry Avenue at Interstate 5 Interchange, Stanislaus County, CA, NCM Engineering, 2014-2016, $104K: Project Engineer. Assisted in, as part of analysis of, development alternatives. Assisted in collection and used traffic volume data collected previously to interpolate and estimate potential traffic at the intersection, adjusting for changes in plans for nearby development.

State Route 53 Corridor Circulation Study, Lake County, CA, Lake County/City Area Planning Council, 2022, $159K: Project Engineer. Assisted in level of service analysis and impacts for existing, near-term, and future conditions at 13 study intersections. In addition to this proposed roadway improvements were identified and prepared cost estimates.

Operations Control Center Replacement Project, Santa Clara Valley Transportation Agency (VTA), CA, 2023, $21K: Task Lead for Level of Service analysis, and operational impacts.



Mr. Doty has over 19 years of experience in both the private and public sector with the majority of that time served as a planner or director for major cities in North Texas.

Mr. Doty is an accomplished senior-level planner and project manager with broad stakeholder, community and government relation expertise, team leadership, strategic development and media outreach experience in the public and private sectors. Among the many initiatives and projects, Mark has attended monthly commission and board meetings, stakeholder and other community outreach, parking management, wayfinding signage, impact fee studies, downtown place making, economic development fund review and administration, historic designation, code writing and review.

Mark Doty

PROJECT MANAGER

Project Role: Steering Committee Meetings, Public Meetings, and Outreach Task Lead and Draft and Final Plan Task Lead

AREAS OF EXPERTISE

- Stakeholder Engagement
- Government & Community Relations
- Urban & Community Design, & Long Range Planning
- Parking Management Studies
- Wayfinding Signage
- Historic Preservation
- Economic Development
- Code Drafting, Review & Interpretation
- Historic Research & Writing

YEARS OF EXPERIENCE

19

PROFESSIONAL HISTORY

TJKM	2021-Present
City of McKinney, Texas	2019-2021
City of Dallas, Texas	2006-2019

EDUCATION

B.A., Architecture, Texas Tech University, Lubbock, TX

Project Experience

Vision Zero Policy & Action Plan, South Lake Tahoe, CA, City of South Lake Tahoe, 2023-2025, $249K: Deputy Project Manager assisted the City with developing a Vision Zero Policy and Action Plan. Tasks included assessment of existing policies, programs, and practices; Formation of a Vision Zero Task Force; Communicated data and information to the public on social media and on the City's website; Attended public meetings; Collected collision data and analysis; Developed implementable actions and performance measures; Provided project recommendations after collecting information from community engagement and stakeholder workgroups; Coordinated with the City to identify most at-risk population and worked with local police and EMS departments; and created the Vision Zero Action Plan.

Safe Streets & Roads for All Vision Zero Action Plan, Dinuba, CA, City of Dinuba, 2023-Ongoing, $317K: Task Lead assisting the City with assessment of existing policies, programs, and practices; Formation of a Vision Zero Task Force; Collecting collision data and analysis, Recommending implementable actions and performance measures; Communicating data and information to the public on social media and on the City's website; Conducting Bicycle Rodeos for students to practice and develop bicycle handling skills; Providing project recommendations after collecting information from community engagement and stakeholder workgroups; Developing educational material; Coordinating with the City to identify most at-risk population and work with local police and EMS departments; and creation of a VZAP to be adopted by City Council.

Vision Zero & Action Plan, Cupertino, CA, City of Cupertino, 2022-2023, $79K: Task Lead. Assisted the City to develop a VZAP to enhance safety and operations for all modes of transportation of all ages. The project included: formation of Stakeholder Advisory Group; public outreach; collision data collection and analysis; identification of Vision Zero countermeasures; development of policies and programs; development of a Capital Improvement List for the Action Plan and Action Plan Strategy; development of educational and enforcement programs; proposed text for a General Plan update; and a Final VZAP.

Safe Streets & Roads for All Comprehensive Safety Action Plan, Colusa, CA, City of Colusa, 2023-Ongoing, $200K: Transportation Planner supporting Colusa in creating a CSAP that enhances safety for everyone on City roads. Components of the project include community engagement; data-driven solutions: crash data, land use, and equity analysis to create an effective plan; interactive dashboard: track progress and monitor safety improvements; and grant opportunities: secure funding for crucial safety projects.

Active Transportation Plan, Exeter, CA, City of Exeter, 2023-2024, $40K: Task Lead. The team developed an Active Transportation Plan for the City. Tasks included: existing conditions review, identifying and updating pedestrian and bicycle projects and costs, Safe Routes to Schools projects, other non-motorized transportation modes, gathering and reviewing public input, and developing a draft and final report. As part of the project scope, TJKM also prepared a Caltrans ATP Cycle 7 project application.

Citywide Active Transportation Plan, Fresno, CA, City of Fresno, 2023-Ongoing, $400K: Task Lead. The team is preparing an update to the City Active Transportation Plan. We will build upon the previous success that Fresno has experienced through the enforcement of these plans and policies as well as enhancement to critical pedestrian and bicycle infrastructure to adhere to all Ages and Abilities standards and objectives. The team will also develop strategies and identify opportunities to improve safety and connectivity, develop a safety education program, conduct community outreach including two Pop-Up demonstration projects, and develop conceptual plans for potential projects.

Throckmorton Statue Ad Hoc Advisory Committee, McKinney, TX, City of McKinney, 2020, N/A: Staff Lead and Committee Liaison. Stakeholder for an Ad Hoc Committee appointed by City Council to review, analyze, and make suggestions to City Council regarding the James Throckmorton statue located on the McKinney square and other cultural items that might require further review. Over the course of three meetings, historic information was presented to the Advisory Board, a platform was provided for citizen and other stakeholder comments, and final information on the statue and other potentially contentious items within the city were drafted for City Council review. Four presentations were made to City Council for consensus and direction on how to address those items.

Historic Preservation Program & Landmark Commission, Dallas, TX, City of Dallas, 2006-2019, N/A: Chief Planner and Historic Preservation Officer for the City of Dallas, TX. Served as the Chief Planner and Historic Preservation Officer for the City of Dallas, which entailed monthly meetings with the City Council appointed Landmark Commission. During those meetings, the Landmark Commission would review applications for appropriateness and reach a conclusion based off recommendations formulated by the Chief Planner and other Staff. Additional duties included outreach and stakeholder engagement for neighborhood Task Forces, city planning and design initiatives, housing, cultural facilities and use, and economic development opportunities and recognition for historically economic disadvantaged communities in South Dallas. Other duties included presentations to City Plan Commission and City Council committees and meetings as well as initial point of contact for citizen, developer, and outside government agencies and media.

Vision Zero Plan, Livermore, CA, City of Livermore, 2023, $84K: Task Lead. Assisted the City to develop the VZP to enhance safety and operations for all modes of transportation of all ages. The overarching goal is to provide for a safe and secure transportation system for all users while eliminating traffic fatalities from the transportation infrastructure within the city. The VZP includes: assessment of existing policies, programs, and practices; formation of a Stakeholder Advisory Group; communicating data and information to the public on social media and on the City's website; providing project recommendations after collecting information from community engagement and stakeholder workgroups; collection of collision data and analysis, implementable and equitable solutions and performance measures; developing educational material for transportation system users of all ages; coordinating with the city to identify most at-risk population and working with local police and EMS departments; and creating a Final VZP to be presented to the Council for Adoption.

Local Roadway Safety Plan, Pico Rivera, CA, City of Pico Rivera 2022-2023, $115K: Task Lead assisted in the preparation of the City of Pico Rivera's Local Roadway Safety Plan. Tasks included system review, stakeholder/public outreach, collision analysis, emphasis areas, countermeasure selection, safety projects, and final Local Roadway Safety Plan. TJKM prepared two Highway Safety improvement Program Cycle 11 applications on behalf of the City that were awarded in March 2023. The plan was adopted by City Council in June 2023.

Local Road Safety Plan, Albany, CA, City of Albany, 2022-2023, $47K: Task Lead. Assisted the City of Albany in developing a Local Road Safety Plan. The Albany Local Road Safety Plan is a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4 E's strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short-term, near-term, and long-term implementation.

Scope of Work/Implementation



TJKM

Proposal for Traffic Calming Toolbox Development Services

SCOPE OF WORK/IMPLEMENTATION

Project Understanding

TJKM understands that the City of South Lake Tahoe is seeking a qualified consulting firm to develop a Traffic Calming Toolbox. We know that the City, through its current plans and policies, provides for and supports opportunities for its residents to have healthier lifestyles, safer and extensive multimodal networks in order to reduce energy dependence and create and foster vibrant neighborhoods and harmonious regional connections.

Based on our extensive experience working on similar projects, the TJKM Team will proceed in developing the Traffic Calming Toolbox taking into consideration the **6 "E's**" (**E**ngineering, **E**ngagement, **E**ducation, **E**ncouragement, **E**nforcement, and **E**mergency **M**anagement **S**ystems (EMS)). The involvement of the community in the development of the Toolbox is critical to its success. Our proposed approach key highlights for developing the Traffic Calming Toolbox are summarized briefly below:

Community Values: We understand from our past experience on similar projects the community's concerns with quality of life and traffic impacts. We will build on our experience through our community outreach process that will help us identify concerns, build consensus for desired community attributes, and allow our team to incorporate the values of the community into the alternatives. We will utilize our time with community members to discuss their thoughts on what makes this community different from other communities in the region. Is it the people, the architectural character, the history, or perhaps something else that makes it special?



By documenting the existing conditions, we can communicate with the community and Stakeholders and allow them to respond to what they feel most strongly represents their community. The feedback received will be utilized to develop a responsive plan that reflects the community's spirit and develop a Plan that represents character and identity unique to the community.

Innovative Solutions: The Toolbox will balance technical considerations and safety for all modes of transportation with good design and appropriate principles. Our team of innovators works to balance current and local standards with new developing approaches. Our team will draw from our history in bicycle/pedestrian planning, land use and economic analysis, innovation to assist in developing alternatives that are feasible. We will utilize current local and national best practices, treatment selection tools, and other methods to evaluate a range of solutions including standard and innovative solutions. We will identify which solutions are included in state and federal guidelines and identify jurisdictions that have successfully implemented other traffic calming toolboxes.



Community Driven Process: We view community outreach as an integral part of the process in developing the Traffic Calming Toolbox. Developing an understanding of the Toolbox from the end user's point of view – whether they are the general public, business owners, or agency representatives – is essential to the success of the Toolbox. It will be our goal to work closely with the City staff to maximize the outreach effort, engage the community, and develop a Toolbox that addresses the specific issues that the area is facing under existing conditions.

A thoughtful review of past and existing planning work in the area will provide the necessary background and understanding prior to the community meetings. Stakeholder and public meetings will be utilized to understand challenges and concerns, and develop the Toolbox that address the feedback received. Public meetings conducted will be developed in a way that are fun and interactive to ensure that the community is engaged and have opportunities to provide input and sustain interest. People are taking valuable time out of their schedules to provide input, so we will strive to make the experience enjoyable and have participants leave with a sense that their voice is being heard.



Our intention for the Traffic Calming Toolbox is to identify sustainable improvements and achievable goals, in concert with City of South Lake Tahoe staff, community citizens, and other stakeholders, in order to provide a more pleasurable and safe multimodal experience for everyone that lives, works, or plays in South Lake Tahoe. Core components of the Toolbox will include:

- An overall framework plan depicting the City's future traffic calming network
- Identification of network deficiencies and development of implementable improvement options
- Design tools for traffic calming improvements
- Conceptual designs for short-term and long-term projects suitable for future Capital Improvement Program funding programming and grant applications
- A phasing plan and funding strategy for prioritized projects, programs, and action steps

Our team of highly skilled, visionary, and dedicated transportation professionals are continuously engaged in improving access and enhancing safety for bicyclists, motorists, pedestrians, transit users, and persons with disabilities. TJKM regularly leads meetings, hearings, and workshops involving substantial areas of conflict among the participants. We are very comfortable in this setting and value a diversity of views by promoting public engagement and feedback. TJKM specializes in a variety of community outreach methods and strategies to assist our plans and clients, including public workshops, focus groups, hosting walking/biking tours, development of project websites for announcements and to solicit feedback, and intercept and online surveys.

Project Approach

A sound Traffic Calming Toolbox is built on the following principles:

Context Sensitivity



We understand from our past experience on similar projects the community's concerns with quality of life and traffic impacts. We will build on our experience through our community outreach process that will help us identify concerns, build consensus for desired community attributes, and allow our team to incorporate the values of the community into the alternatives. We will utilize our time with community members to discuss their thoughts on what makes this community different from other communities in the region. Is it the people, the architectural character, the history, or perhaps something else that makes it special?

By documenting existing conditions, we can communicate with the community and Stakeholders and allow them to respond to what they feel most strongly represents their community. The feedback received will be utilized to develop a responsive Traffic Calming Toolbox that reflects a theoretical and practical approach to transportation decision-making and design that will take into consideration the communities and lands through which streets, roads, and highways pass.

TJKM will explore and seek to identify how this Traffic Calming Toolbox may best represent the needs of the community, while at the same time, aligning with definitions and expectations of funding sources.

Commitment

The governing body, such as the Council Members, must embrace the fact that traffic-related deaths are preventable and that they are committed to eliminating, such deaths and serious injuries from roadways. The City's vision to provide a safe and secure transportation system for all users show s City's commitment to additional traffic calming for transportation infrastructure within the City. A strong commitment to develop and implement Traffic Calming Toolbox from various stakeholders is critical to achieving the goals of the Toolbox.

Collaboration



A Traffic Calming Toolbox should be developed and implemented in collaboration with various departments, residents, businesses, and other external entities that may include first responder agencies, transit agencies, school districts, Health Departments, etc. Coordination and collaboration from these entities is expected at all stages of Toolbox development and implementation.

TJKM has extensive experience developing safety plans for all modes of transportation and users and neighborhood traffic calming programs that will be instrumental in developing an ambitious yet implementable Traffic Calming Toolbox for the City of South Lake Tahoe. From our knowledge of similar plans developed by numerous cities, we fully recognize that City's Toolbox will be unique and may include different elements that best meets the needs of its community. Our preliminary Scope of Work to developing this plan is outlined below. We do recognize that with further discussions with City's staff and community, this approach will be modified as appropriate.

Work Plan

TASK 1 – REVIEW OF DOCUMENTS

TJKM recognizes that there is wealth of information to be gathered from many cities who have successfully developed and utilized traffic calming toolboxes. This task will focus on benchmarking with other cities, conducting extensive research, and preparing a matrix of potential solutions and strategies for further consideration at the public workshops and the City Council sessions. We will gather potential solutions around the E's as desired by the City. We will review the available documents to become familiar with the past efforts and studies, including but not limited to:

- 2024 Road Safety Audit Report prepared by DKS Associates
- Vision Zero Action Plan prepared by TJKM Transportation Consultants
- The Engineering and Traffic Survey prepared by JLB Traffic Engineering
- City of South Lake Tahoe General Plan
- City of South Lake Tahoe Ordinances regarding traffic regulations
- Other documents as deemed necessary to conduct the study

Deliverables

✓ *Existing plans and policies summary (Technical Memorandum)*

TASK 2 – KICK-OFF MEETING

The TJKM Team will facilitate a Kick-Off Meeting within five days of receiving Notice-to-Proceed. We will arrange to meet with the Public Works, Police, and other departmental staff to review project goals, discuss the composition of the Steering Committee and approach to public outreach, review the project schedule, and discuss the deliverables. TJKM will prepare Kick-Off Meeting materials including an agenda, sign-in sheets, and related handouts. After the meeting, we will summarize the meeting notes and action items in a Google doc that can viewed and edited by TJKM and City staff.

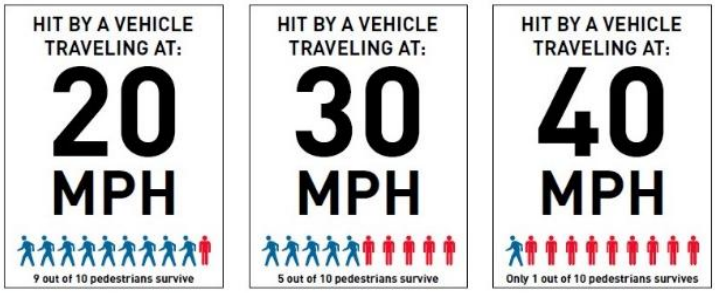
Deliverables

✓ *Kick-Off meeting; agenda; presentation and handouts; minutes and action items kept in a Google doc*

✓ *Goals, objectives, and performance measures*

TASK 3 – REVIEW OF BACKGROUND STUDIES AND PLANS

TJKM recognizes that there is wealth of information to be gathered from many cities who have successfully developed and utilized traffic calming toolboxes. This task will focus on benchmarking with other cities, conducting extensive research, and preparing a matrix of potential solutions and strategies for further consideration at the public workshops and the City Council sessions.



Speed is especially lethal for vulnerable users like pedestrians and people biking. The risk of injury and death increases as speed increases.

Based upon this extensive research combined with our team experience on similar projects, we will develop a matrix of traffic calming strategies. These strategies will be grouped under different categories based upon the specific problem they address, such as speeding, excessive volume or crashes. Each strategy will provide pros and cons and associated costs for construction. While engineering solutions may require minimal on-going staffing support, education and enforcement strategies will require least capital costs but significant on-going staffing costs. The matrix will identify these differences and make appropriate recommendations. The First Draft Matrix will be submitted to the City for internal review and feedback. This draft will be revised to reflect comments from the City staff. The Revised Draft will be produced for presentation.

Deliverables

- ✓ *Assessment of the City's current traffic calming program; Define current issues/challenges, etc.*
- ✓ *Benchmarking with Cities of comparable size and complexity*
- ✓ *Matrix of Traffic Calming Strategies – First Draft and Revised Draft*

TASK 4 – FIELD REVIEW/CONDITIONS ASSESSMENT

TJKM will conduct field reconnaissance for verifying roadway configurations and infrastructure deficiencies and opportunities for improvements. This will occur at targeted locations identified by the existing conditions analysis and confirmed with the City. TJKM will leverage our expertise in traffic calming, complete streets, active transportation, traffic operations, and active transportation to conduct field review/conditions assessment.

TJKM will first collect the data pertaining to bike, pedestrian, or transportation improvements. We will work closely with City staff to obtain average daily traffic volumes, intersection turning movement counts, and bicycle and pedestrian counts available from City's recent studies, (e.g., Engineering and Traffic Survey, Traffic Impact Studies, etc.)

In addition, TJKM will also collect the following:

- **Collision Data**: TJKM will obtain the latest five years of collision data, including bicycle and pedestrian, from the Transportation Injury Mapping System and the Statewide Integrated Traffic Records System for crosschecking. We will reference supplemental information from City, such as complaint database, if available.
- **Geographic Information System (GIS) Data**: Through various sources including the City, County, and others, TJKM will collect GIS shapefiles relevant to the project area.

We will conduct an analysis of vehicular, bicycle, and pedestrian involved collisions within the project area for the most recent five years of data. In this, we will highlight prominent collision trends and map all injury collisions. We will calculate crash rates and identify locations that are experiencing high rates collisions. The collision analysis and the data will be geocoded. Data collected and analysis conducted will be used to identify high priority areas where the project would have the most impact on safety, equity, and addressing traffic calming, latent demand, as well as providing seamless connections to transit and ensure access to community centers. All this information will be complied into an Existing Conditions Summary Technical Memorandum.

Deliverables

- ✓ *Existing Conditions Summary (Technical Memorandum)*
- ✓ *Needs Assessment Summary (Technical Memorandum)*

TASK 5 – DEVELOPMENT OF NEIGHBORHOOD TRAFFIC CALMING TOOLKIT

The TJKM Team is very excited about Task 4 since it involves putting together invaluable thoughts, ideas and findings collected form the benchmarking, literature review and extensive public outreach; and developing the Traffic Calming Toolbox and formulating related policies and procedures. As we develop these immensely valuable documents, we will focus on the four E's – Engineering, Education, Empowerment, and Enforcement. TJKM proposes the following key tasks:

- Develop a Traffic Calming Toolbox outlining various strategies using the four E's approach.
- Formulate policies and guidelines for application of each strategy included in the toolbox.
- Develop necessary petition processes and forms that will establish required community support prior to the installation of traffic calming devices.

1. Engineering

Most traffic calming solutions require engineering analysis followed by specific physical improvements on the streets or sidewalks. Our evaluation of various engineering solutions for inclusion in the toolbox would include the following features:

- Physical improvements such as but not limited to speed humps, chicanes, chocker, traffic circles, etc.
- Roadway diet strategies
- Signage improvements – regulatory, warning and guidance
- Special treatments such as but not limited to raised and textured crosswalks, speed tables, etc.

We will provide pros/cons and ballpark estimate of each improvement. Additionally, we will outline any negative impacts of engineering solutions such as impact on response times for fire apparatus and ambulances, or impact of speed bumps on individuals with certain health conditions.

2. Education

To address a myriad of traffic safety matters, Cities have developed educational material that serve multiple purposes. These educational brochures and videos inform the residents about the City's Traffic Calming related policies and procedures, basic rules of the road, how different devices operate, safe routes to schools, etc. The intent is to educate people in all age groups so that they can safely use the public streets and enjoy their travel experience. Under this task, we propose to provide the following:



- Through benchmarking, explore well-received educational material and programs in other cities. The examples include San Jose's StreetSmarts program, which has been adopted by numerous cities across the nation
- Recommend various educational enrichment alternatives for school-aged children, bike riders, and senior citizens.
- Develop up to five educational brochures on key traffic calming issues/solutions that will be most valuable to Millbrae residents (e.g. Pros/cons of STOP signs, How to Cross a Street, How does a Countdown Signal Work, etc.).

3. Enforcement

Most cities concerned with traffic safety matters place higher priority on engineering and education alternatives, and deploy enforcement only when necessary. We recognize the resource constraints at the Police Department and negative public image of enforcement efforts. We will explore various enforcement strategies being used by other cities and recommend most effective and feasible strategies for Millbrae to consider. While developing our recommendations, we will outreach South Lake Tahoe's Traffic Patrol Unit for their input on the best strategies that are well suited for South Lake Tahoe.

4. Empowerment



We will recommend effective public empowerment strategies where community members take initiative and active role in solving a traffic related problem. The Pace Car program, first introduced in Boise, ID has now been offered in many other cities including Salt Lake City, Honolulu, Boulder, CO, Santa Cruz, and Palo Alto.

We will recommend the most effective approach for utilizing various strategies grouped in three tiers. Tier I improvements will include basic, low cost strategies; Tier II will include mid-level strategies while Tier III will include the most extensive improvements.

Deliverables

- ✓ *Draft and Revised NTCP Policies and Guidelines, and Toolbox*
- ✓ *Draft Educational Brochures (up to five (5) topics)*

TASK 6 – COORDINATION MEETINGS

Throughout the project, TJKM expects ongoing emails and conference calls with the City's Project Manager to keep the project on track and meet City's expectations. We will organize bi-weekly virtual calls with City staff to review project progress, deliverables, and action plans and receive input from the City. We assume that the meetings will be held in person or virtual via conferencing with screen sharing capability (Zoom or GoToMeeting). For each meeting, TJKM will prepare including an agenda, sign-in sheets, and related handouts. After the meeting, we will summarize the meeting notes and action items in a Google doc that can viewed and edited by TJKM and City staff.



Deliverables

- ✓ *Agenda; presentation and handouts; minutes and action items maintained in Google doc*
- ✓ *Project management status meetings; meeting agendas; project status reports; meeting minutes and action items; monthly status report and invoice*

TASK 7 – STEERING COMMITTEE MEETINGS

The TJKM Team will organize quarterly Steering Committee meetings with key stakeholders, including Public Works, Police, Fire, Development Services, TRPA, and the City Manager's office, to review project goals, discuss bi-weekly virtual calls with City staff to review project progress, deliverables, and action plans, and receive input from the City. We will attend/conduct four meetings throughout the project. For each meeting, TJKM will prepare an agenda, updated schedule, meeting minutes, and action items maintained in a Google doc.

Deliverables

- ✓ *Attendance at up to four Steering Committee Meetings*
- ✓ *Agenda; presentation and handouts; minutes and action items maintained in a Google doc*

TASK 8 – PUBLIC MEETINGS

Working with City Staff, TJKM will organize two public meetings to receive input from the community. These meetings will be conducted in person, and the meeting locations will be arranged by the City. TJKM will also attend one Council meeting in person to present a draft report and receive input from the public and Council members. TJKM will address the comments and incorporate in the final report, as appropriate.

Deliverables

- ✓ *Agendas and Presentation Materials*
- ✓ *Organize at up to two Public meetings*
- ✓ *Attendance at up to one Council meeting*

TASK 9 – PUBLIC/STAKEHOLDERS SURVEY



TJKM will conduct online surveys to gather public input regarding the options for traffic calming measures and safety enhancements. An online survey will be an efficient way to engage the public early in the process, both to communicate project objectives and to elicit feedback on specific issues, calming measures, and destinations that should be considered for prioritization. The results of the survey will be integrated into early analysis and help inform future deliverables and may include the development of an email contact list for project updates. However, TJKM is aware that existing and potential users of Traffic Calming Toolbox may not have internet access; therefore, a mailer will be designed for City distribution that includes a description of the project as well as other information pertaining to the project scope and schedule.

Deliverables

- ✓ *Survey/questionnaire; survey results report, and mailing list (English and Spanish)*

TASK 10 – DRAFT AND FINAL REPORT

Based on the alternative analysis, community input, surveys, and other tasks completed in previous tasks, TJKM will prepare a Draft Report that includes procedures for traffic and safety requests, potential realistic options that can be considered, costs, timelines for evaluation, and other practical approaches to streamline the process and create a highly responsive process in the form of a Traffic Calming Toolbox. The Toolbox will include warrant analysis procedures for stop signs, parking signs, and other traffic control devices in compliance with generally accepted engineering standards and the Manual of Uniform Traffic Control Devices. The final Toolbox will be signed and stamped by Ms. Jariwala, a registered Civil and Traffic Engineer in California.

Deliverables

- ✓ *Traffic Calming Toolbox report (Draft and Final)*
- ✓ *All project files, supporting technical data, reports, documentation, and compilation of comments received and responses*

Schedule

Our proposed team is experienced with specific strengths in each of the areas required to deliver this project on schedule and within budget to the satisfaction of the City of South Lake Tahoe. We have developed an individualized approach for each task that combined with an active project management and team-oriented approach will ensure the delivery of timely, high-quality services. TJKM is committed to complete this project in accordance with the schedule provided.

	2025							2026				
Tasks	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Task 1 – Review of Documents												
Task 2 – Kick-Off Meeting												
Task 3 – Review of Background Studies & Plans												
Task 4 – Field Review/Conditions Assessment												
Task 5 – Development of Neighborhood Traffic Calming Toolkit												
Task 6 – Coordination Meetings												
Task 7 – Steering Committee Meetings												
Task 8 – Public Meetings												
Task 9 – Public/Stakeholders Survey												
Task 10 – Draft & Final Report												

Project Budget



TJKM

Proposal for Traffic Calming
Toolbox Development Services

PROJECT BUDGET

TJKM truly understands the importance of good project management. We use state-of-the-art technology and software to maintain superior quality control, to control costs, and to maximize the efficiency of resource utilization. Our proposed Project Manager, Ms. Jariwala, will utilize a number of project management tools to ensure budget and schedule compliance.

Timeliness and quality are essential to maintaining good business relationships and a solid reputation. TJKM is committed to preparing high quality deliverables for our clients, while maintaining schedule and budget compliance, and to meeting deadlines that will be associated with this contract.

	TJKM Transportation Consultants								
	Nayan Amin	Ruta Jariwala	Mark Doty	Praveena Samaleti	Rutvij Patel	Andrew Dickinson	Grishma Pandya		
Task	PIC & QA/QC	Project Manager	Task Lead	Task Lead	Project Engineers		Assistant Transportation Planner	Total Hours by Task	Total Cost by Task
Billing Rate	$265.00	$265.00	$200.00	$210.00	$210.00	$200.00	$135.00		
Task 1 – Review of Documents		2	4	16			24	**46**	**$ 7,930**
Task 2 – Kick-Off Meeting	1	2	2	2			8	**15**	**$ 2,695**
Task 3 – Review of Background Studies & Plans		2	2	8			8		**$ 3,690**
Task 4 – Field Review/Conditions Assessment		2	2	8	16	16	16	**60**	**$ 11,330**
Task 5 – Development of Neighborhood Traffic Calming Toolkit		4	4	8	16	16	24		**$ 13,340**
Task 6 – Coordination Meetings	1	24	24	24				**73**	**$ 16,465**
Task 7 – Steering Committee Meetings	1	16	16	16				**49**	**$ 11,065**
Task 8 – Public Meetings	1	24	24				24	**73**	**$ 14,665**
Task 9 – Public/Stakeholders Survey		2	4				16	**22**	**$ 3,490**
Task 10 – Draft & Final Report	1	8	8				24	**41**	**$ 7,225**
Sub-Total	**5**	**86**	**90**	**82**	**32**	**32**	**144**	**379**	**$ 91,895**
Other Direct Costs									
Travel Costs									$ 5,000
Printing & Miscellaneous									$ 3,000
Total									**$ 99,895**

Description of Recent Projects/References



TJKM

Proposal for Traffic Calming Toolbox Development Services

DESCRIPTION OF RECENT PROJECTS/REFERENCES

Nearly 85 percent of our clients are repeat clients. Prompt service, attention to details, strict adherence to schedule requirements, and commitment to our clients' goals are among the reasons for this steady client base. Our objective on every assignment is to provide the most cost-effective product that meets the specific needs and criteria of each client within the planned schedule and budget. We encourage the City of South Lake Tahoe to contact our references to learn about our performance. We are confident that you will be pleased with what our clients have to say about us.

85%
50 YEARS

VISION ZERO POLICY AND ACTION PLAN, SOUTH LAKE TAHOE

Reference: Emily V. Dougherty | City of South Lake Tahoe | (530) 542-6070 | edougherty@cityofslt.us



TJKM assisted the City of South Lake Tahoe with developing a Vision Zero Policy and Action Plan. The Vision Zero Policy and Action Plan aims to eliminate traffic-related deaths and serious injury collisions on City streets through a clear vision, assigning responsibility, changing or enacting new policies that focus on safety first, identifying existing roadway deficiencies and hazards, and physically changing the streetscape to support equal access to the road network.

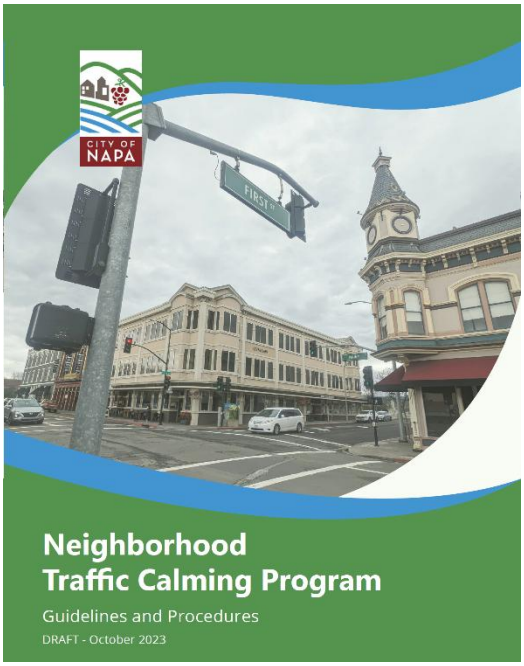
Vision Zero prioritizes people and safety first, acknowledges traffic fatalities and serious injuries are preventable, and requires a multifaceted approach (accounting for individual effort through education, modifying the built environment, and considering socioeconomic factors) to be successful.

The Vision Zero Action Plan included: assessment of existing policies, programs, and practices; formation of a Vision Zero Task Force; Communicated data and information to the public on social media and on the City's website; attended public meetings; collected collision data and analysis; developed implementable actions and performance measures; provided project recommendations after collecting information from community engagement and stakeholder workgroups; coordinated with the City to identify most at-risk population and worked with local police and EMS departments; and created the Vision Zero Action Plan. At the January 14 City of South Lake Tahoe City Council public meeting the full City Council attended and the vote for approval was unanimous.

NEIGHBORHOOD TRAFFIC CALMING PROGRAM, NAPA, CONCORD

Reference: Abhishek Parikh | City of Concord | (925) 671-3129 | abhishek.parikh@cityofconcord.org





TJKM developed a comprehensive Neighborhood Traffic Calming Program for City of Concord and Napa envisioned to eliminate current inconsistency in the application of traffic calming strategies and provide a well-defined toolkit to utilize the most proper and effective solutions with community outreach and collaboration. The program was developed to serve as a guide for the City Staff, elected officials, and residents to become acclimated to the policies and procedures for successful implementation of traffic calming solutions that will benefit City's residents and businesses with a variety of traffic safety related concerns. A robust community outreach (15 meetings) were conducted through the process to build consensus.

The project aimed to assess City's current traffic related concerns and challenges, research various traffic calming strategies deployed by cities and states across the nation, and develop a robust traffic calming toolkit that will assist the City in addressing these issues. Key elements of the toolkit included: the adoption of the four E's approach – Education, Empowerment, Enforcement, and Engineering. The program included to expand the available strategies and tools to address neighborhood traffic safety concerns; engineering criteria on the feasibility of each traffic calming measures; effective policies to be applied consistently throughout the City for reviewing traffic related complaints and making necessary improvements; community engagement in the decision-making and implementation process; and identifying funding options. As a part of the project, TJKM also developed countermeasures toolbox.

NEIGHBORHOOD TRAFFIC CALMING PROGRAM AND COMPLETE STREETS POLICY, DINUBA

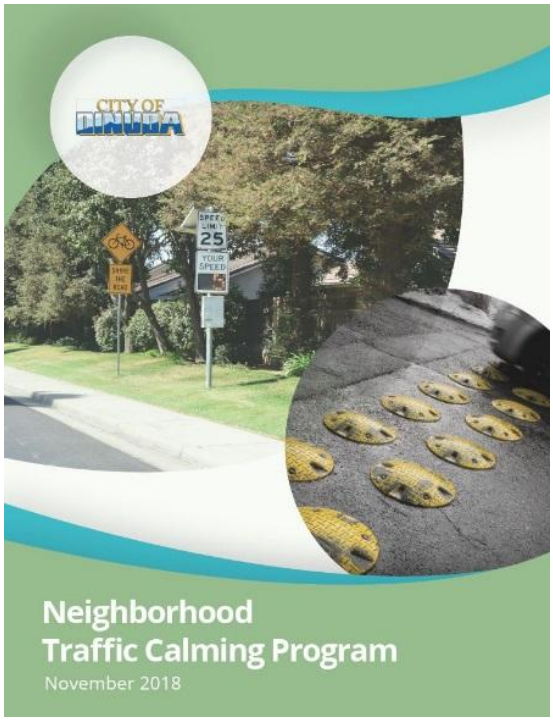
Reference: Ismael Hernandez | (Formerly City of Dinuba) City of Madera | (559) 661-5466 | ihernandez@madera.gov



The City of Dinuba hired TJKM to assist with the development of their first Neighborhood Traffic Calming Program and Complete Streets Policy.

The Neighborhood Traffic Calming Program aims to provide a well-defined toolbox to effectively utilize the most appropriate traffic calming solutions with proper community outreach and collaboration. Key tasks of this Program are development of a Traffic Calming Toolbox, policies, and guidelines for application of each strategy in the toolbox, and develop necessary forms/educational documents to establish community support. In addition, TJKM is developing a Complete Streets Policy to assist long-term citywide multimodal planning and decision making.

TJKM recommended a joint outreach effort for the Neighborhood Traffic Calming Program and Policy, along with the ongoing Pedestrian and Bicyclist Safety and Connectivity Study that TJKM is currently contracted to complete.



NEIGHBORHOOD TRAFFIC CALMING PROGRAM, MILLBRAE

Reference: Andrew Yang | City of Millbrae | (650) 259-2339 | ayang@ci.millbrae.ca.us





TJKM was contracted with the City of Millbrae to develop the City's first Citywide Neighborhood Traffic Calming Program. This Program was composed of a City-customized matrix of traffic calming measures and criteria of feasibility (toolbox), and a traffic calming application reviewing process for residents and decision makers. TJKM designed a project website as part of the community participation and outreach portion of the project. Additional outreach methods included two community workshops that identified areas of concerns and solutions to those concerns. As part of the project, TJKM developed 35 percent conceptual plans of a list of pilot design projects at key city intersections and midblock locations, including striping, signage, temporary/permanent bulb outs, traffic circles and chicanes aimed to enhance safety and better multimodal circulation. Some of the speed reduction treatments and striping have been implemented with positive community feedback.

TRAFFIC CALMING IN THE LYON-HOAG NEIGHBORHOOD & VICINITY, BURLINGAME

Reference: Michael Tsai | City of Burlingame | (650) 558-7236 | mtsai@burlingame.org







TJKM is developing a Traffic Calming Study for the City of Burlingame for the Lyon Hoag Neighborhood and other neighborhoods within its vicinity. Specific tasks include project management and Kick-Off Meeting, collect background and existing conditions information, community participation and outreach, development of Traffic Calming Strategies, develop conceptual designs, and Draft and Final Plan.

The project is aimed to address existing traffic and safety issues by implementing traffic calming measures such as bulb-outs, turn restrictions, and safer pedestrian and bicycle facilities, within the neighborhood street network. The project involves extensive community outreach process to engage the residents and to assist the City to achieve context-sensitive capital project development. TJKM designed a project website as part of the community participation and outreach portion of the project. Additional outreach methods include an Online Resident Survey, three outreach workshops, and a Public Hearing for presentation of the Study. The project is currently in the process of soliciting resident concerns with regard to spending, cut-through traffic, parking, and other traffic calming issues through a stakeholder advisory group, community workshops, pop-up neighborhood events, and an optional walking tour.

NEIGHBORHOOD TRAFFIC CALMING PROGRAM, HAYWARD

Reference: Fred Kelley | City of Hayward | (510) 583-4781 | fred.kelley@hayward-ca.gov



TJKM developed the first comprehensive Neighborhood Traffic Calming Program for the City. They envisioned to eliminate current inconsistency in the application of traffic calming strategies and provide a well-defined toolkit to utilize the most proper and effective solutions with community outreach and collaboration. The program was developed to serve as a guide for the City Staff, elected officials, and residents to become acclimated to the policies and procedures for successful implementation of traffic calming solutions that will benefit residents and businesses with a variety of traffic safety related concerns.

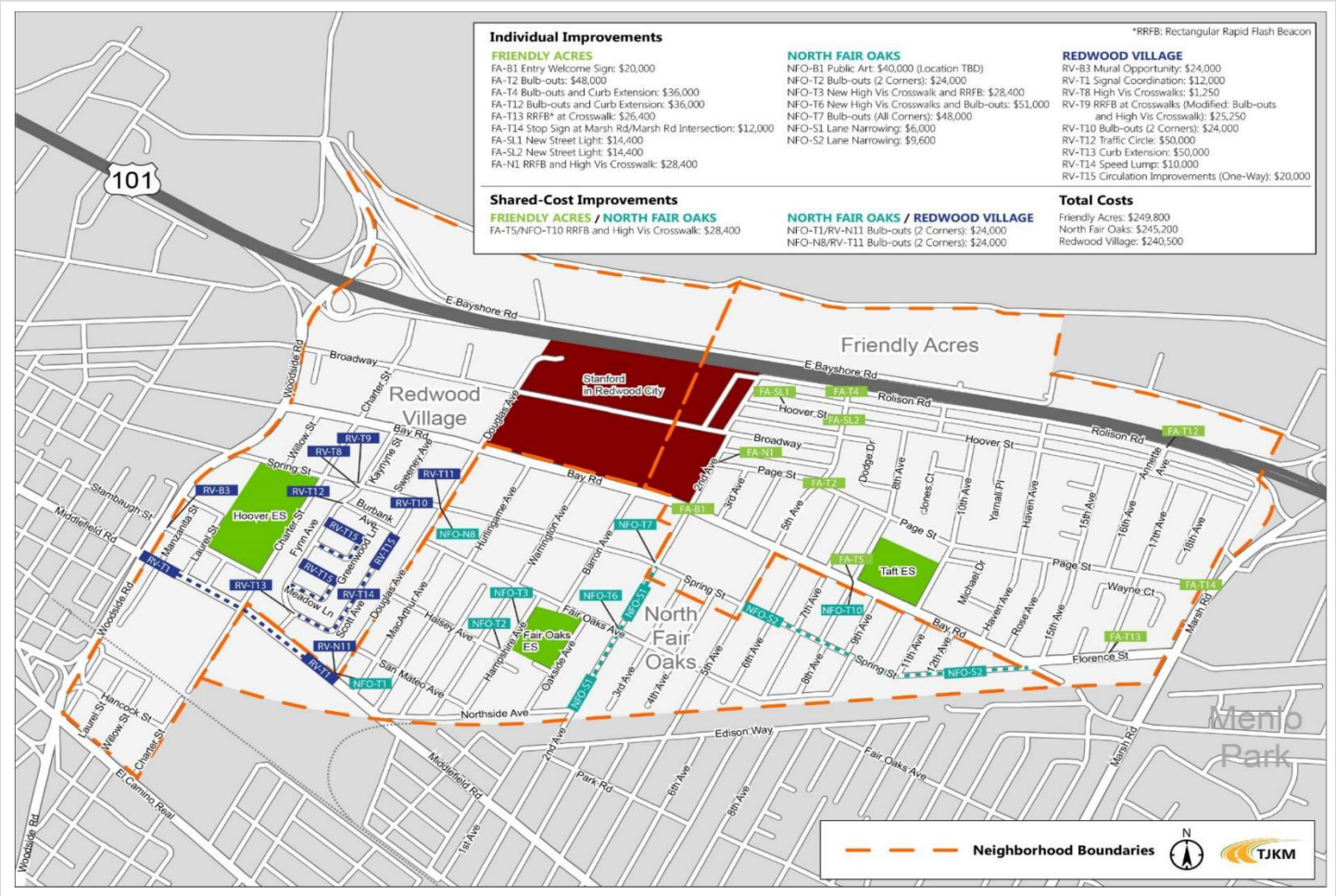


The project aimed to assess current traffic related concerns and challenges, research various traffic calming strategies deployed by cities and states across the nation, and develop a robust traffic calming toolkit that will assist the City in addressing these issues. Key elements of the toolkit included the adoption of the 4 E's approach – (Education, Empowerment, Enforcement, and Engineering) to expand the available strategies and tools to address neighborhood traffic safety concerns.

Criteria on the feasibility of each traffic calming measures; effective policies to be applied consistently throughout the City for reviewing traffic related complaints and making necessary improvements; community engagement in the decision-making and implementation process; and identifying funding options. Ruta Jariwala our proposed Project Manager served as the Project Manager for the Citywide Neighborhood Traffic Management Plan.

STANFORD NEIGHBORHOOD STREETS ENHANCEMENT PROJECT, REDWOOD CITY

Reference: Jessica Manzi | (650) 780-7372 | (650) 780-7372 | jmanzi@redwoodcity.org





As part of the approved Stanford University Development Agreement, a fee was allocated towards a Neighborhood Street Enhancement Program (NSEP) for three neighborhoods affected by the new office campus in Redwood City. These funds could be used towards traffic calming efforts, landscaping, bicycle facilities, and other features that would create an attractive neighborhood boundary and discourage cut-through traffic. The TJKM Team studied existing transportation network conditions around and within the NSEP to understand current infrastructure and its deficiencies, including roadways network, transit services, parking utilization, pedestrian and bicycle connectivity, and accessibility. The Team assessed planning visions, plans, polices, and design standards of the City, County, and regional authorities to ensure consistency with the proposed measures. Measures are categorized into complete streets, traffic calming, and neighborhood beautification.

Outreach played a vital role in this study. TJKM held a total of seven outreach meetings, by neighborhood and jointly, to receive suggestions and concerns from the community, as well as to suit the community's real needs in improving traffic circulation, safety, and enhancement of the community appearance while maintaining its identity. TJKM engaged the community to prioritize the various transportation and streetscaping projects and provided detailed cost estimates and engineering design feasibility for the projects the community identified as high priority. The NSEP has been granted support from the City's Complete Streets Commissions and was reviewed and approved by the Council.

ACTIVE TRANSPORTATION PLAN, EXETER

Reference: Eddie Wendt | City of Exeter | (559) 804-9988 | ewendt@exetercityhall.com



TJKM assisted the City of Exeter to develop an Active Transportation Plan to enhance walking and bicycling within the City of Exeter. As a guiding framework, the Active Transportation Plan aimed to foster safer, more accessible, and enjoyable streets and bikeways, particularly benefiting those who rely on non-motorized transportation for daily commuting. The Active Transportation Plan outlined key recommendations to bolster and encourage bicycling and walking while improving the infrastructure to support the City's growing population.

The Active Transportation Plan also provided a thorough inventory of existing bike and pedestrian infrastructure, identifying areas for improvement, prioritizing enhancements, and outlines sources to secure funding for implementation using the existing Complete Streets with ADA Compliance and Active Transportation Safety Enhancement Plan. Exeter's Active Transportation Plan was also guided by an Equity Framework that focuses on addressing the needs of the City's most vulnerable user groups, including low-income families, children, elderly residents, people with disabilities, and those without access to cars.

The Active Transportation Plan sets forth a vision for a connected and complete pedestrian and bicycle network that provides optimal mobility, safety, and accessibility for all residents, regardless of age or ability. This network is designed to be maintainable, scalable, and seamlessly integrated into the lifestyles of Exeter's residents.

As part of the project scope, TJKM also prepared a Caltrans Active Transportation Program Cycle 7 project application that was submitted in June 2024 for consideration. The final report was adopted by Exeter City Council in September 2024.

CITYWIDE ACTIVE TRANSPORTATION PLAN UPDATE, FRESNO

Reference: Jill Gormley, TE | City of Fresno Department of Public Works | (559) 621-8728 | Jill.gormley@fresno.gov



The City of Fresno is updating the 2017 Active Transportation Plan to evaluate the current plan and update accordingly. The City of Fresno's current plans and policies, provides for, and supports opportunities for its residents to have healthier lifestyles, safer and extensive multimodal networks. Safe and efficient multimodal network is envisioned to reduce energy dependence; create and foster vibrant neighborhoods; and provides seamless and harmonious regional connections.



Using the 2017 Active Transportation Plan, 2021 General Plan, Local Road Safety Plan, as well as other policies, programs and other relevant activities, TJKM will build upon the previous success that Fresno has experienced through the enforcement of these plans and policies as well as enhancement to critical pedestrian and bicycle infrastructure to adhere to all Ages and Abilities standards and objectives. The TJKM Team will also develop strategies and identify opportunities to improve safety and connectivity, develop a safety education program, a robust public outreach program, Safe Routes to School toolbox, and develop conceptual plans for potential projects.

Appendix



TJKM

Proposal for Traffic Calming Toolbox Development Services

Appendix A
Required Forms

EXHIBIT D

ANTI-LOBBYING CERTIFICATION

Vendor shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, cooperative Agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Vendor: TJKM Transportation Consultants

Name, Title Nayan Amin, President

By: _____

EXHIBIT E

DEBARMENT AND SUSPENSION CERTIFICATION

Debarment and Suspension Certification

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

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

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

Yes _____ No ____✓____

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

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

Yes _____ No ____✓____

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

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

5. Certification Regarding Debarment and Suspension

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

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

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

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

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

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

Date: 4/15/2025 Bidder's Signature: _____

Bidder's Name and Title (Print): Nayan Amin, President



CALIFORNIA | FLORIDA | TEXAS
Corporate Office 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588
925.463.0611 | www.TJKM.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2025

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Helen Jang
PHONE (A/C, No, Ext): 626-696-1892 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Travelers Casualty and Surety Co of America	31194
INSURER C : The Travelers Indemnity Company of Connecticut	25682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TJKM000-01
T J K M
dba: TJKM Transportation Consultants
4305 Hacienda Dr., Suite 550
Pleasanton CA 94588

COVERAGES **CERTIFICATE NUMBER:** 486975371 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab [ ] Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6800J039683	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BA5R185660	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	CUP0D451898	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB0K938923	4/1/2025	4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab & Poll. Liab			106898029	4/1/2025	4/1/2027	Per Claim Aggregate Limit	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability.
Re: Proposal for Traffic Calming Toolbox Development Services, RFP 04-15-2025-2.
City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

City of South Lake Tahoe
1740 D Street
South Lake Tahoe CA 96150

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: 6800J039683

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

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 executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

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".

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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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;

subsequent to the signing of that contract or agreement.

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TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB0K938923

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 % 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.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 4/29/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:3

Agenda Item: Ordinance Amending Chapter 8.05.170 (Permits to Reserve Portions of Park) of the South Lake Tahoe City Code to Establish a Commercial User Permit (Second Reading), and Establishing a Permit Fee of $50

Executive Summary: Commercial entities have been charging a fee for activities, classes and meetings on park property without rental agreements or fitting within the purview of the special event guidelines. Staff proposes amending the City Code Section 8.05.170 Permits to Reserve Portions of Park to capture these type of commercial park uses to limit conflicts with other recreational users. The City desires to establish a Commercial Use Permit where the director or designee may issue a permit to any person desiring to use a portion of any City park for any commercial purpose defined as an activity, class or meeting where a fee to participate is charged.

Requested Action / Suggested Motions: 1) Pass an Ordinance amending Chapter 8.05.170 (Permits to Reserve Portions of Park) establishing a permit for commercial use purposes; and 2) Pass a Resolution amending the 2024/2025 Master Fee Schedule to establish a permit fee of $50.

Responsible Staff Member: John Stark, Director of Parks & Recreation

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

Attachments:

01-Staff Report - Parks & Recreation Commercial Use Ordinance.docx
02-Resolution-Parks & Recreation Commercial Use Permit Fee.docx
03-Ordinance - Parks & Recreation Commercial Use.docx
04-Commercial Use Ordinance Redline.pdf
05- Legal Notice Publication.pdf

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

Meeting Date: May 20, 2025

Title: Amendments to Chapter 8.05.170 (Permits to Reserve Portions of Park) of the South Lake Tahoe City Code to Establish a Commercial Use Permit

Location: Citywide

Responsible Staff Member: John Stark, Director of Parks & Recreation, 530-307-9145

Background: Commercial entities are charging a fee for activities, classes and meetings on park property without rental agreements or fitting within the purview of the special event guidelines.

The City proposes amending the City Code Section 8.05.170 Permits to Reserve Portions of Park to capture these type of commercial park uses to limit conflicts with other recreational users. The City desires to establish a Commercial Use Permit where the director or designee may issue a permit to any person desiring to use a portion of any City park for any commercial purpose defined as an activity, class or meeting where a fee to participate is charged.

Any person desiring to reserve a portion of any city park for any activity, other than a special event, shall apply for a City of South Lake Tahoe facility use permit, in accordance with the following provisions:

A. Standards for Issuance. The director or designee may issue a permit hereunder when they find that the following standards have been met:

1. That the proposed activity or use of the park or facility will not unreasonably interfere with or detract from the general public enjoyment of the park.
2. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
3. That the proposed activity or use is not unreasonably anticipated to incite violence, crime or disorderly conduct.
4. That all required fees and charges have been paid for issuance of the permit.
5. That the park or facilities desired have not been reserved for other use at the day and hour required in the application.

B. Permits for Commercial Purposes. In addition to the standards set forth in subsection A, the director or designee may issue a permit to any person desiring to use a portion of any city park for any commercial purpose, defined as an activity, class, or meeting where a fee for admission is charged or any other activity from which monetary benefit is to be derived directly or indirectly, when they find that the following standards have been met:

1. The permitted use is non-exclusive.
2. No more than 50 participants or the number specified in the permit, whichever is less, are permitted during any activity, class, or meeting.
3. The permitted use will not use any structures or park equipment unless specified in the permit.
4. The permitted use may take place only during posted park hours.
5. The permittee may only conduct one activity, class, or meeting at a time.
6. The term of the permit shall not exceed six months.
7. The director or designee is authorized to include additional permit conditions to ensure that impacts to the park and other park patrons are minimized.

Permits will be issued for a six-month term for a fee of $50.

Issue and Discussion: Staff recommend Council pass an ordinance (Attachment 03) to amend City Code section 8.05.170 establishing a commercial use permit to provide oversight and limit recreation conflicts for commercial activities in parks.

Financial Implications:
Staff will contact commercial operators known to be using parks for commercial purposes as staff become aware of their activity and inform them of the commercial use permit requirement.

Environmental Considerations:
This ordinance is categorically exempt from review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15301 (existing facilities) and 15323 (normal operation of facilities for public gatherings).

Policy Implications:
The amended code will align with Strategic Plan priorities 2.2 Equitable Access: Promote equitable access to recreation for underserved, under-resourced populations and people with disabilities by implementing recreation programs for inclusion. Support active and healthy lifestyles and strive to develop parks in every neighborhood. Action Item 1: Create low-to no-cost recreation programs and access to recreation gear for qualified families to engage in outdoor recreation and education. Action Item 2: Evaluate opportunities to expand partnerships to promote health and wellness, combat childhood obesity and encourage healthy lifestyles.

Resolution 2025-XXXX

Adopted by the City of South Lake Tahoe
City Council

May 20, 2025

Amending FY 2024/2025 City Master Fee Schedule to include Parks & Recreation Commercial Use Permit Fee

BACKGROUND

A. On March 25, 2025, City Council adopted Resolution No. 2025-015 establishing the 2024/2025 City of South Lake Tahoe Master Fee Schedule.

B. South Lake Tahoe City Code section 8.05.170 (Permits to Reserve Portions of Park), as amended on May 20, 2025, authorizes the Director of Parks and Recreation to issue Permits for Commercial Use.

C. Staff recommends establishing a fee for Permits for Commercial Use.

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

1. Has conducted an analysis of the costs of its services.
2. Wishes to recover costs of providing special services, such that general revenues are not diverted from general services to subsidize services.
3. Intends to charge the new fee amounts according to the implementation dates as set forth in the applicable codes and all fees and charges as presented in the Master Fee Schedule are hereby to be computed and applied by the various City departments.
4. Approves the following fees which are effective upon approval of this resolution, amending the Master Fee Schedule:

Parks & Recreation Department		
Fee Description	**Unit**	**Adopted Fee**
Outdoor Park Facility Rental		
Commercial Use Permit	6-Month Permit	$50

Adopted by the City of South Lake Tahoe City Council on May 20, 2025, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 20, 2025

An Ordinance Amending South Lake Tahoe City Code Section 8.05.170 Permits to Reserve Portions of Park & Permits for Commercial Purposes

FINDINGS

A. The City is aware of different commercial entities charging a fee for activities, classes and meetings on park property without rental agreements or fitting within the purview of the special event guidelines.

B. The City proposes amending the City Code Section 8.05.170 Permits to Reserve Portions of Park to capture these type of commercial park uses to limit conflicts with other recreational users.

C. The City desires to establish the ability to offer a Commercial Use Permit where the director or designee may issue a permit to any person desiring to use a portion of any City park for any commercial purpose defined as an activity, class or meeting where a fee to participate is charged outlined in subsection B Permits for Commercial Purposes below.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Section 8.05.170 Permits to Reserve Portions of Park shall be amended to read in its entirety as follows:

8.05.170 Permits to Reserve Portions of Park.

Any person desiring to reserve a portion of any city park for any activity, other than a special event, shall apply for a City of South Lake Tahoe facility use permit, in accordance with the following provisions:

A. Standards for Issuance. The director or designee may issue a permit hereunder when they find that the following standards have been met:

1. That the proposed activity or use of the park or facility will not unreasonably interfere with or detract from the general public enjoyment of the park.

2. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.

3. That the proposed activity or use is not unreasonably anticipated to incite violence, crime or disorderly conduct.

4. That all required fees and charges have been paid for issuance of the permit.

5. That the park or facilities desired have not been reserved for other use at the day and hour required in the application.

B. Permits for Commercial Purposes. In addition to the standards set forth in subsection A, the director or designee may issue a permit to any person desiring to use a portion of any city park for any commercial purpose, defined as an activity, class, or meeting where a fee for admission is charged or any other activity from which monetary benefit is to be derived directly or indirectly, when they find that the following standards have been met:

1. The permitted use is non-exclusive.

2. No more than 50 participants or the number specified in the permit, whichever is less, are permitted during any activity, class, or meeting.

3. The permitted use will not use any structures or park equipment unless specified in the permit.

4. The permitted use may take place only during posted park hours.

5. The permittee may only conduct one activity, class, or meeting at a time.

6. The term of the permit shall not exceed six months.

7. The director or designee is authorized to include additional permit conditions to ensure that impacts to the park and other park patrons are minimized.

C. Effect of Facility Use Permit. The person or persons to whom a permit is issued shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in such permits.

D. Liability of Permittee. The person or persons to whom a permit is issued shall be liable for any loss, damage or injury sustained by the city or any person arising out of, resulting from, or in any way connected to the permit and/or the sale, possession and consumption of alcohol.

E. Revocation. The director or his/her designee shall have the authority to revoke a permit upon a determination that a violation of any rule or ordinance has been committed, or upon good cause shown.

F. Exceptions. The preceding provisions shall not apply to special events in city parks, which are instead subject to the requirements of SLTCC 6.55.230.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subjection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

SECTION 4. This ordinance shall become effective thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on May 20, 2025, by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

8.05.170 Permits to reserve portions of park.

Any person desiring to reserve a portion of any city park for any activity, other than a special event, shall apply for a city of South Lake Tahoe facility use permit, in accordance with the following provisions:

A. Standards for Issuance. The director or ~~his/her~~ designee may issue a permit hereunder when ~~he or she~~they find~~s~~ that the following standards have been met:

1. That the proposed activity or use of the park or facility will not unreasonably interfere with or detract from the general public enjoyment of the park.

2. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.

3. That the proposed activity or use is not unreasonably anticipated to incite violence, crime or disorderly conduct.

4. That all required fees and charges have been paid for issuance of the permit.

5. That the park or facilities desired have not been reserved for other use at the day and hour required in the application.

B. Permits for Commercial Purposes. In addition to the standards set forth in subsection A, the director or designee may issue a permit to any person desiring to use a portion of any city park for any commercial purpose, defined as an activity, class, or meeting where a fee for admission is charged or any other activity from which monetary benefit is to be derived directly or indirectly, when they find that the following standards have been met:

1. The permitted use is non-exclusive.

2. No more than 50 participants or the number specified in the permit, whichever is less, are permitted during any activity, class, or meeting.

3. The permitted use will not use any structures or park equipment unless specified in the permit.

4. The permitted use may take place only during posted park hours.

5. The permittee may only conduct one activity, class, or meeting at a time.

6. The term of the permit shall not exceed six months.

7. The director or designee is authorized to include additional permit conditions to ensure that impacts to the park and other park patrons are minimized.

B. Effect of Facility Use Permit. The person or persons to whom a permit is issued shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in such permits.

C. Liability of Permittee. The person or persons to whom a permit is issued shall be liable for any loss, damage or injury sustained by the city or any person arising out of, resulting from, or in any way connected to the permit and/or the sale, possession and consumption of alcohol.

D. Revocation. The director or his/her designee shall have the authority to revoke a permit upon a determination that a violation of any rule or ordinance has been committed, or upon good cause shown.

E. Exceptions. The preceding provisions shall not apply to special events in city parks, which are instead subject to the requirements of SLTCC 6.55.230. ~~Any person desiring to reserve a portion of a park for an activity which constitutes a special event pursuant to the city's approved special event guidelines or the Lakeview Commons special event guidelines shall adhere to said guidelines for all purposes related to the special event.~~

LEGAL PUBLICATION

CITY OF SOUTH LAKE TAHOE
SUMMARY OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that on May 6, 2025, the City of South Lake Tahoe City Council waived first reading, read by title only and referred to second reading and adoption at the May 20, 2025, City Council meeting, the following ordinance:

"An Ordinance Amending South Lake Tahoe City Code Section 8.05.170 (Permits to Reserve Portions of Park) to Allow Permits for Commercial Purposes"

City Attorney's Summary of Ordinance:

"The proposed ordinance would create a new type of permit for a term of six months for the non-exclusive use a portion of a city park for activities where a fee to participate is charged . This type of permit would be issued by the Director of Parks & Recreation, and would be for organizers of activities involving the lesser of 50 participants or the number specified in the permit, not using any park structures or equipment unless specified, only occurring during posted park hours. Permits may include additional conditions to ensure impacts to the park and other park patrons are minimized."

A copy of the proposed ordinance in its entirety is available for review at the City Clerk's Office or by contacting the City Clerk.

Susan Blankenship
Susan Blankenship, City Clerk
sblankenship@cityofslt.us
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, Ca
(530) 542-6005

Published: May 9, 2025

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:4

Agenda Item: Easement Acquisition on 3747 Rockwood Drive for the Upper Bijou Park Creek Watershed Restoration Project

Executive Summary: The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach in order to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The upper watershed project includes plans to restore Stream Environment Zone (SEZ) and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe. One part of the upper watershed project is the Rockwood to Blackwood Drainage Improvements Project (Project), which begins construction in May 2025 and will reduce flooding on Woodbine Road, Rockwood Drive, Blackwood Road, and in the Heavenly Valley Estates Mobile Home Park. As part of the Project, a portion of the existing Rockwood Drive is being removed in order to restore SEZ and allow for drainage improvements (refer to attachment 02). To ensure emergency vehicles can adequately turn around on Rockwood Drive after the removal of a portion of the existing road, the turnaround is proposed on the State of California (California Tahoe Conservancy - CTC) owned property at 3747 Rockwood Drive. The City previously executed a long-term license agreement with the CTC (Resolution No. 2024-120) for the drainage related components of the Project on CTC property; however, CTC requested that a grant of easement be completed for the construction, operation, and maintenance of the emergency turnaround as it will function as an extension of the Cityâ€™s street and right-of-way. After an appraisal was completed, the City negotiated a purchase price with the CTC for an easement acquisition totaling 1,337 square feet (refer to attachment 05) for $5,350. Approval of this acquisition will allow the City to move forward with construction of the emergency vehicle turnaround included in the awarded construction contract plans.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Grant of Easement with the State of California for an easement acquisition on 3747 Rockwood Drive for a total amount of $5,350, for the Upper Bijou Park Creek Watershed Restoration Project.

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

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

Attachments:

01-Staff Report-CTC Easement - Rockwood Turnaround.docx
02-Rockwood Drive Plan.pdf
03-Resolution-Purchase Agreement.docx
04-Grant of Easement (Exh. A to Reso).docx
05-Legal Description Plat.pdf

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

Meeting Date: May 20, 2025

Title: Easement Acquisition on 3747 Rockwood Drive for the Upper Bijou Park Creek Watershed Restoration Project

Location: 3747 Rockwood Drive (APN 025-282-010)

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

Background:
The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach in order to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The City completed Phase 1 in 2018 with the redevelopment of the Knights Inn hotel, replacing the failing storm drain pipe with new stormwater treatment basins and conveyance system integrated in the new Wholefoods/Southwest Corner redevelopment project. The City is currently in Phase 2 of the project, focused on the large upper watershed area subject to historic flooding, development impacts in Stream Environment Zone (SEZ) areas, and water quality issues. The upper watershed project includes plans to restore SEZ and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe.

One part of the upper watershed project is the Rockwood to Blackwood Drainage Improvements Project (Project), which begins construction in May 2025 and will reduce flooding on Woodbine Road, Rockwood Drive, Blackwood Road, and in the Heavenly Valley Estates Mobile Home Park.

Issue and Discussion:
As part of the Rockwood to Blackwood Drainage Improvements Project, a portion of the existing Rockwood Drive is being removed in order to restore SEZ and allow for drainage improvements (refer to attachment 02). To ensure emergency vehicles can adequately turn around on Rockwood Drive after the removal of a portion of the existing road, the turnaround is proposed on the State of California (California Tahoe Conservancy – CTC) owned property at 3747 Rockwood Drive.

The City's subconsultants have provided property appraisal and acquisition services to the City for the purchase of the properties and easements needed for the construction of the Project. The City has also been coordinating with the CTC to obtain the easement to construct an emergency vehicle turnaround on Rockwood Drive.

The City previously executed a long-term license agreement with the CTC (Resolution No. 2024-120) for the drainage related components of the Project on CTC property; however, CTC requested that a grant of easement be completed for the construction, operation, and maintenance of the emergency turnaround as it will function as an extension of the City's street and right-of-way. After an appraisal was completed, the City negotiated a purchase price with the CTC for an easement acquisition totaling 1,337 square feet (refer to attachment 05) for $5,350. Approval of this acquisition will allow the City to move forward with construction of the emergency vehicle turnaround included in the awarded construction contract plans.

Financial Implications:

The purchase of the easement will be funded from unrestricted Cannabis Revenue Program funds appropriated during the FY 2023–2024 mid-year budget review. Initially, $300,000 was allocated from the Cannabis fund; however, this amount was later reduced to $95,343, with the remaining balance replaced by ARPA funding from the Bijou Park Connector project account. The $95,343 in Cannabis funds remains unspent and is currently available in the Bijou Park Creek Watershed Restoration project under the Construction line item (48030). Upon approval of this acquisition, $5,350 will be transferred from the Construction line item (48030) to the Acquisition line item (48040).

Environmental Considerations:

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

Policy Implications:

This acquisition will support the implementation and construction of a grant funded drainage and water quality improvement project to address the consistent flooding and water quality issues that impact residents of the Heavenly Valley Mobile Home Park, Blackwood Road, and Rockwood Drive where tributaries to Bijou Park Creek have been impacted by urban development.

Implementation of this project advances the City Council Strategic Priorities, specifically:

- Priority 6.3 (Ensure all stormwater projects are in compliance with sediment total maximum daily load (TMDL) standards and always improve lake clarity).

025-021-077
HEAVENLY VALLEY ESTATES
MOBILE HOME PARK

MATCHLINE C1.2

INSTALL 72"x96" PIPE VAULT
STA:1+56.5 OFF: 0.0
SUMP: 6265.4
RIM:6270.2
INV IN:6265.6 24" RCP CLASS III
INV OUT: 6265.4 (4) 12" PVC SDR26

36 LF of 24" RCP CLASS III @ 2.18%

INSTALL CONSTRUCTION LIMIT FENCING (560 LF)

DAYLIGHT MATCH EG=6270.20
DAYLIGHT MATCH EG=6269.73
DAYLIGHT MATCH EG=6268.86
DAYLIGHT MATCH EG=6270.56
EDG CONC FG=6270.31
EDG CONC FG=6270.12
EDG CONC FG=6270.50

025-282-010
CTC

HEADWALL WITH TRASH RACK GRATE AT START OF PROPOSED STORM DRAIN. 33 SF± 6" ROCK
IE(IN)=6266.35

PROPOSED ±1,227 SF EMERGENCY TURNAROUND. ARMORLOC 5011 (OR EQUIVALENT) PERVIOUS PAVERS (1,165 SF) WITH 4" CONCRETE EDGING (63 SF)

1' WIDE SHOULDER AROUND PAVERS. GRADE TO EG @ 4:1.

SAWCUT 80 LF± AND REMOVE 30 SF± AC TO MAKE ROOM FOR 4" CONCRETE RETAINING CURB BORDER. ALIGN FIRST PAVER ROW WITH EX. EDGE OF EP

GRADING
DAYLIGHT LINE (TYP.)
TURNAROUND CL

EMERGENCY TURNAROUND AREA TO BE SIGNED/STRIPED INDICATING NO PARKING

INSTALL TRPA APPROVED BOULDER PARKING BARRIERS TO BLOCK VEHICULAR ACCESS TO OFF ROADWAY AREAS (TYP.)

EDG CONC FG=6269.82
DAYLIGHT MATCH EG=6269.53
EDG CONC FG=6270.20
DAYLIGHT MATCH EG=6270.65
REMOVE TREE (TYP.)
R25'
EX. EP MATCH EG=6269.02
EX. EP MATCH EG=6269.51
EX. EP MATCH EG=6270.22

1.6%
24'
2%
40'
1.6% (EX.)
2.00'

EX. UTILITY POLE AND OVERHEAD UTILITY LINES TO BE REMOVED BY LIBERTY UTILITIES PRIOR TO CONSTRUCTION

UTILITY POLE TO REMAIN
EX. UTILITY POLE
EX. EP (TYP.)
EX. SSMH RIM=6272.7

ROCKWOOD DRIVE

HMA PLUG

EXISTING SEWER LATERAL. ABANDON 10 LF± IN PLACE FROM SSMH WITH CEMENT SLURRY.

TO PIONEER TRAIL VIA WOODBINE ROAD

INSTALL NEW SEWER MAIN FLUSH INLET PER STPUD STANDARD DETAIL SM07. EXISTING PIPE IS EXPECTED TO BE 6" ASBESTOS CEMENT AND APPROXIMATELY 7' TO 8' BELOW GRADE. CONNECT TO EXISTING PIPE WITH SHIELDED FERNCO COUPLER

EX. DRIVEWAY

EX. GRAVITY SEWER BELOW ROCKWOOD DR. TO BE DECOMMISSIONED BY CONTRACTOR. COORDINATE WITH STPUD FOR INSPECTION

ABANDON EXISTING AC SEWERMAIN UPSTREAM OF FLUSH INLET WITH SLURRY CEMENT PER CITY REQUIREMENTS (±163')

2,496 SF OF EX. AC ROADWAY TO BE DESIGNATED EMERGENCY TURNAROUND. STRIPE "NO PARKING - FIRE TURNAROUND".

EX. RESIDENCE
025-282-016
PRIVATE

TRPA LAND CAPABILITY LINE (UNVERIFIED) (TYP.)

EX. DRAINAGE SWALE

025-282-015
PRIVATE

EX. RESIDENCE

EX. ±12" CMP STORM DRAIN

LIMITS OF GRADING (TYP)

DECOMMISSION STORM DRAIN BY CAPPING AND FILLING 5' FROM ENTRANCE W/ CONCRETE. GRADE EXISTING AREA TO FLOW TOWARDS NEW INLET. PROTECT FENCE IN PLACE. DECOMMISSIONING TO TAKE PLACE AFTER EXISTING STORM DRAIN CONNECTED TO NEW STORM DRAIN (SEE SHEET C1.3)

INSTALL SILT FENCE (15 LF)

INSTALL SILT FENCING DURING UPSTREAM WORK PRIOR TO DECOMMISSIONING OF EX. STORM DRAIN (±60 LF) AND INSTALL CONSTRUCTION LIMIT FENCING AROUND PROPOSED GRADING AREA (±500 LF)

GRADE BREAK FG=6266.35
GRADE BREAK FG=6267.00
DAYLIGHT MATCH EG=6267.03
2% (FG)
1% (EX.)

(P) GRADE BREAK
1+00
0.7%
0+75
0+50
0+25
0+00

GRADE BREAK FG=6266.59
GRADE BREAK FG=6266.62
GRADE BREAK FG=6266.60
DAYLIGHT MATCH EG=6267.65
GRADE BREAK FG=6266.79
GRADE BREAK FG=6266.90
GRADE BREAK FG=6266.84
GRADE BREAK FG=6266.93
GRADE BREAK FG=6267.05

EX. FLOW PATH

PROPOSED GRADING TO ALTER/CONVEY EXISTING FLOWPATH TO NEW STORM DRAIN

DAYLIGHT LINE. RESTORATION FOOTPRINT OF 6,700 SF ON ROCKWOOD DR.

025-282-011
CSLT

REMOVE ±2,126 SF OF EXISTING AC ROADWAY

STA0+00
MATCH(FL) @ PL=±6267.15
BEGIN CHANNEL GRADING.
NOTIFY PROPERTY OWNER MIN 48 HRS PRIOR TO START OF CONSTRUCTION

REMOVE 44 LF 18" CMP STORM DRAIN

DAYLIGHT MATCH EG=6268.00
DAYLIGHT MATCH EG=6268.82
DAYLIGHT MATCH EG=6268.70
DAYLIGHT MATCH EG=6269.04
DAYLIGHT MATCH EG=6268.79

EXISTING SEWER LATERAL. ABANDON 10 LF± IN PLACE FROM SSMH WITH CEMENT SLURRY OR REMOVE.

EX. SSMH

MAGNAIL
EL=6268.75

DECOMMISSION EX. SSMH. REMOVE FRAME COVER AND CONCRETE CONE. BACKFILL WITH NATIVE SOIL OR SIMILAR TO SURROUNDING RESTORED AREA

GRADE CHANNEL AT 0.7% TO NEW STORM DRAIN INLET. CHANNEL WIDTH VARIES 10' TO 20', SEE C2.4. GRADE SURROUNDING AREA TO ENSURE POSITIVE DRAINAGE TOWARDS INLET

TREE REMOVAL	
QTY	DBH/TYPE
1	30" PINE

SCALE IN FEET
1" = 10'-0"

ISSUED FOR CONSTRUCTION

Know what's below. Call before you dig.

Nevada Tahoe Conservation District

WILDSCAPE ENGINEERING
1603 Lake Tahoe Blvd., Suite 108
South Lake Tahoe, CA 96150
WILDSCAPE www.wildscape-engineering.com

LICENSED PROFESSIONAL ENGINEER
JONATHAN C. KEMP
C 77162
EXP.12/31/24
CIVIL
STATE OF CALIFORNIA
11/27/2024

NO.	DATE	DESCRIPTION

CIVIL PLAN

ROCKWOOD TO BLACKWOOD
DRAINAGE IMPROVEMENTS

CITY OF SOUTH LAKE TAHOE

DESIGNED/DRAWN
PJ/PJ
CHECKED
MK
DATE
06/20/2024
SCALE
AS INDICATED
PROJECT
BIJOU PARK CREEK
SHEET
C1.1
3 OF 20

File Path: \\NAS\Public\NTCD Files\NTCD CAD Folder\Bijou Park Creek\100% Design Rockwood to Blackwood\100% Rockwood to Blackwood\Sheets\BPC100%-Sheets-RockwoodToBlackwood-Civil-10-scale.dwg

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 20, 2025

Authorizing the Purchase of an Easement on 3747 Rockwood Drive for the Upper Bijou Park Creek Watershed Restoration Project

BACKGROUND

A. Acquisition of an easement on 3747 Rockwood Drive is critical for the implementation of the Upper Bijou Park Creek Watershed Restoration – Rockwood to Blackwood Drainage Improvements Project to allow for construction, operation, and maintenance of an emergency vehicle turnaround on a portion of the property.

B. The easement to be purchased will allow for the installation of an emergency vehicle turnaround. As part of the Rockwood to Blackwood Drainage Improvements Project, a portion of the existing Rockwood Drive is being removed in order to restore Stream Environment Zone (SEZ) and allow for drainage improvements. To ensure emergency vehicles can adequately turn around on Rockwood Drive, the turnaround is proposed on APN 025-282-010.

C. The City has negotiated a purchase price with the Property Owner for an easement acquisition totaling 1,337 square feet for $5,350 (APN 025-282-010).

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 Grant of Easement, attached hereto as Exhibit “A,” to acquire the easement on 3747 Rockwood Drive (APN 025-282-010) property.

2. Authorizes and directs the City Manager to take any further actions necessary to complete the purchase and acquisition.

Adopted by the City of South Lake Tahoe City Council on May 20, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
CALIFORNIA TAHOE CONSERVANCY
1061 THIRD STREET
SOUTH LAKE TAHOE, CA 96150

THIS SPACE RESERVED FOR RECORDER ONLY
(Gov. Code § 27361.6)

AN: Portion of 025-282-010

No Recording Fee
Government Code § 6103
No Document Transfer Tax
Revenue & Taxation Code § 11922

Grant of Easement

THIS GRANT OF EASEMENT ("Agreement") is made this ____ day of _____, 2025, by and between the **State of California**, acting by and through the California Tahoe Conservancy ("Conservancy"), and the **City of South Lake Tahoe** ("Grantee"), (collectively referred to herein as "the Parties" or individually as "Party").

RECITALS

WHEREAS, the Conservancy is the owner of certain real property located in the County of El Dorado, State of California, designated as Assessment Number (AN) 025-282-010 and more particularly described in the legal description attached as **Exhibit A** (the "Property");

WHEREAS, as part of the Rockwood to Blackwood Drainage Improvements Project ("Project"), Grantee desires to construct, operate, and maintain an emergency vehicle turnaround on a portion of the Property, in the location described and depicted in **Exhibit B** (the "Easement Area"), and in the form and design depicted in **Exhibit C**;

WHEREAS, the Executive Director of the Conservancy is authorized to enter into this Agreement pursuant to Conservancy Board Resolution 24-06-05, dated June 20, 2024.

NOW THEREFORE, the Parties agree as follows:

1. Grant of Easement. For valuable consideration, the receipt and sufficiency of which are acknowledged, the Conservancy hereby grants to Grantee a non-exclusive permanent easement

over, on, under, through, and across the Easement Area, subject to the terms and limitations set forth herein, for the following purposes:

> To construct, operate, and maintain an emergency vehicle turaround and such related improvements (together, the "Improvements") as reasonably necessary for implementation of the Project.

The easement includes the non-exclusive right to operate, maintain, inspect, repair, alter, and reconstruct said Improvements. All other uses are outside scope of this Agreement and are prohibited without the express written consent of the Conservancy, which shall be at the Conservancy's sole discretion to withhold.

In the event that Grantee desires to alter the Improvements in any manner that materially departs from the designs in **Exhibit C,** Grantee agrees to obtain Grantor's signed, written approval of such alterations.

2. **Easement Location.** The Easement Area is located on that portion of the Property described in the legal description and depicted in the map attached as **Exhibit B**.

3. **Fee for Easement.** In addition to any other consideration contained herein, Grantee shall pay the Conservancy a one-time fee in the sum of $5,350, as determined by the valuation and analysis of the appraisal report for the Property.

4. **Use of the Easement Area by the Conservancy.** The Conservancy reserves the right to use the Easement Area and to improve the Property for any purpose, provided that such activities do not unreasonably interfere with rights granted herein, or impair Grantee's reasonable exercise of its rights under this Agreement. Conservancy shall not erect or construct, nor permit to be erected or constructed in the Easement Area, any buildings or structures.

5. **Compliance with Law.** Grantee shall comply and conduct its activities in accordance with all local, state, bi-state and federal laws, regulations, and enforcement orders. Grantee shall obtain, at its sole cost and expense, all permits and approvals as required by law, and all land coverage rights required by the Tahoe Regional Planning Agency, as necessary for the improvement, use, operation, and maintenance of the Easement Area and any other of Grantee's rights and obligations under this Agreement.

6. **Maintenance.** Grantee shall maintain the Easement Area, together with the Improvements constructed or installed therein, in good repair and a safe condition, and in a manner which complies with all applicable laws and the terms and conditions of any permit or approvals. All maintenance, repairs, replacements, reconstruction, and other such activities conducted by or on behalf of Grantee shall comply with industry, environmental, and Americans with Disabilities Act standards, and shall be performed in a workmanlike manner by individuals qualified and licensed to perform such activities. Grantee may enter into future maintenance agreements with other parties, consistent with these requirements. Grantee shall have the right to remove or clear any and all combustible materials, trees, brush, debris or any other obstruction from the Easement Area which in the reasonable judgment of Grantee may interfere with or endanger Grantee's exercise of the rights described in this Agreement.

7. **Damage to Property**. Grantee agrees to repair any damage to the Property caused by Grantee's use, operation or maintenance of the Easement Area. Conservancy agrees to repair any damage, caused by Conservancy's use of the Property, to any Grantee-owned Improvements located in the Easement Area. To determine the existence and extent of any damage, the party discovering the damage shall notify the other party. The parties shall, as soon as reasonably practicable, jointly inspect the damaged property and/or improvements and use their best reasonable efforts to mutually agree as to the cause, responsibility, extent and method of repair of the damaged property and/or improvements.

8. **Termination of Easement.** This Agreement and all of the rights granted herein shall terminate only upon mutual agreement of the Parties. In the event of termination, the easement shall be quitclaimed from Grantee to the Conservancy, without additional consideration required to be paid by the Conservancy, and any and all interest in the Property conveyed in this Agreement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion.

9. **No Representations and Warranties.** The Conservancy disclaims any and all representations and warranties concerning the Property and the Easement Area, including any representations or warranties concerning the nature or condition of the Easement Area. The easement granted under this Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances, rights of way and claims of title which may affect the Easement Area, whether or not of record.

10. **Insurance.** Grantee agrees to maintain a policy of general liability and property damage insurance in an amount sufficient, for the foreseeable future, to meet all foreseeable risks of liability arising out of Grantee's use of the Easement Area. Grantee shall provide a copy of its Insurance Endorsement upon the Conservancy's written request.

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties, other than agencies of the State of California, for construction, maintenance, or other such use of the Easement, or a portion thereof, such agreement(s) shall require that Grantee's contractor or other third party maintain general liability and property damage insurance in an amount of One Million Dollars ($1,000,000) or such other lesser amount if agreed to in writing by the Conservancy. In addition, Grantee shall make reasonable efforts to ensure that the Conservancy and its successors and assigns are included as additional insureds under the insurance required above and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Conservancy as soon as practicable. In the event that the Grantee's contractor or third party is unable to cause the Conservancy, or its successors or assigns, to be named as an additional insured, Grantee shall so notify the Conservancy. Within ten (10) working days thereafter the Grantor shall notify Grantee whether Grantee should proceed absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

11. Environmental Impairment. Upon initiation of any maintenance or other activities undertaken by Grantee pursuant to this Agreement, Grantee, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Easement Area for which it is responsible, including, without limitation, those relating to health, safety, accessibility, noise, environmental protection, waste disposal, and water and air quality. Grantee shall furnish satisfactory evidence of such compliance upon request of the Conservancy.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Easement Area due to Grantee's usage thereof, Grantee, at its expense, shall be obligated to clean and remediate all the property affected thereby, whether owned or controlled by Grantee, the Conservancy, or any third person, to the reasonable satisfaction of the Conservancy (insofar as the property owned or controlled by the Conservancy is concerned) and any governmental body having jurisdiction there over, unless said discharge, leakage, spillage, emission, or pollution is due to the independent negligence of the Conservancy or its agents or the actions or negligence of any third parties acting independently.

At no time may Grantee deposit or store for any period of time any hazardous material, toxic waste, or other harmful substances on the Property, including the Easement Area.

12. Liens. Grantee covenants and agrees to keep the Property free from any stop payment notices or mechanics' or materialmen's liens claimed by any person, firm, or corporation of any third party employed by or on behalf of Grantee or its agents for any work or services performed under this Agreement. In the event of the filing of any such stop payment notice or lien(s), Grantee shall cause such stop payment notice or lien(s) to be released within thirty (30) days after the Conservancy's written notice to do so. Grantee shall indemnify and defend the Conservancy against any and all liability, cost and expense, including attorney's fees, incurred by the Conservancy as a result of any such stop payment notice or lien(s).

13. Release and Indemnity. 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.

14. Merger. The easement granted under this Agreement shall be merged with any prior easements over the Property which existed in favor of the Grantee, whether implied, prescriptive or otherwise, which shall be of no further force or effect upon recordation of this Agreement.

15. Covenants Running with the Land. This Agreement and the rights, duties and obligations of the Parties shall be construed as covenants running with the land pursuant to California Civil Code section 1468.

16. Enforcement. Any act or any conveyance, contract, or authorization, whether written or oral, by the Grantee which uses, causes to be used, or would permit use of the Property contrary to the terms of this Agreement will be deemed a breach hereof.

The Conservancy agrees to pay all costs incurred in monitoring compliance with the terms of this Agreement. However, any costs incurred by the Conservancy in enforcing, judicially or otherwise, the terms and restrictions of this Agreement against Grantee, or against Grantee's successors or assigns, including, without limitation, costs of suit, attorney's fees, and any costs of restoration necessitated by the violation of the terms of this Agreement, shall be borne by Grantee or Grantee's successors or assigns.

The enforcement proceeding provided in this subsection is not exclusive and any action to enforce the terms and provisions of this Agreement shall be at the discretion of the Conservancy and may be brought at law or in equity seeking remedies including but not limited to mandatory or prohibitory injunctive relief, and/or specific performance.

17. Cooperation. Each Party shall, whenever and as often as reasonably requested to do so by the other Party, execute, acknowledge, and deliver any and all documents and instruments as may be necessary, expedient, or proper in the reasonable opinion of the requesting Party to carry out the intent and purposes of this Agreement, provided that the requesting Party shall bear the cost and expense of such further instruments or documents, and provided the Party being requested to execute such documents reasonably approves the documents (except that each party shall bear its own attorneys' fees).

18. Authority. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval, or execution of or by any third party is not required to legally bind either Party to the terms and conditions of this Agreement.

19. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed according to plain meaning and shall not be construed for or against either Party, as each Party has participated in the drafting of this document and had the opportunity to have it reviewed by legal counsel.

20. Notice. All notices, approvals, acceptances, demands and other communications required or permitted hereunder shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the Party to whom the notice is directed at the address of such Party as follows:

GRANTOR: California Tahoe Conservancy
c/o Jen Greenberg (or Conservancy-designated substitute)
1061 Third Street
South Lake Tahoe, CA 96150

GRANTEE: City of South Lake Tahoe
c/o Brianna Greenlaw (or City-designated substitute)
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be

deemed delivered one (1) business day after the dispatch date. Either Party may change its address by giving the other Party written notice of its new address as herein provided.

21. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

22. Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of El Dorado, State of California.

23. Severability. If any term, provision, covenant or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated by such determination.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

25. Good Faith. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

26. Waiver. The forbearance of either Party to exercise its rights hereunder in the event of a breach by the other Party shall not be deemed to be a waiver of any subsequent breach of the Agreement, nor shall any waiver constitute a continuing waiver.

27. Entire Agreement and Amendment. This Agreement contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature binding except as stated 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.

[*signatures on following page*]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first set forth above.

GRANTOR:

STATE OF CALIFORNIA
California Tahoe Conservancy

By: _____ Date:_____
Jason Vasques, Executive Director

GRANTEE:

CITY OF SOUTH LAKE TAHOE

By: _____ Date: _____
Tamara Wallace, Mayor

Attest Mayor's signature:

By: _____
Sue Blankenship, City Clerk

Exhibits:

A. Property Legal Description
B. Easement Area Legal Description and Map
C. Emergency Vehicle Turnaround Designs

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Exhibit A
Property Legal Description

Property Address 3747 Rockwood Drive, South Lake Tahoe, California

Property Location The north side of Rockwood Drive, at its east end

Assessor's Parcel Number 025-282-010

Owner of Record State of California and California Tahoe Conservancy

Legal Description
Lot 10, Pioneer Park, El Dorado County, California.

The legal description set forth above was taken from the Policy of Title Insurance issued by First American Title Insurance Company of Roseville, California, dated July 12, 2001 and identified by Order No.: 23529. A copy of the Policy of Title Insurance with the complete metes and bounds legal description is included in the Addenda to this appraisal report. The legal description is assumed to be correct. However, the reader should note that there may be a discrepancy in the metes and bounds portion of the legal description. Guillermo Carey, PLS, UAs Pilot, President of MAPCA Surveys Inc., indicated there is a discrepancy in the metes and bounds legal description and recommended that a "deed of correction" be recorded.

Property Shape and Dimensions
The subject property is irregular in shape. The property dimensions are set forth below:
Rockwood Drive frontage 170.76± feet
West property line 108.74± feet
North property line 183.33± feet
East property line 34.22± feet

TOTAL LAND AREA 13,046± Square Feet (.2995± Acres)

The property dimensions were taken from the legal description pertaining to the subject property. The total land area was taken from the land capability assessment of the subject property completed on December 2, 2024. The property dimensions and the total land area are assumed to be correct.

Exhibit B
Easement Area Legal Description and Map

ACCESS EASEMENT

Lot 28 and a portion of Lot 27, as said Lots are shown on that Official Map of said Pioneer Park Subdivision filed on July 30, 1953, in Book B of Maps at Page 23, Official Records of El Dorado County, situated within Section 2, T.12 N., R.18 E., M.D.B. & M., City of South Lake Tahoe, El Dorado County, California.

A non-exclusive access easement, on, over and across said tract of land, more particularly described as follows:

COMMENCING at the Northwesterly most corner of said Pioneer Park Subdivision, THENCE from said POINT OF COMMENCEMENT along the Northerly line of said Pioneer Park Subdivision South 77º 54' 00" East a distance of 209.37 feet to the Northwesterly most corner of said tract of land; THENCE along the Westerly line of said tract of land South 06º 00' 00" East a distance of 108.74 feet to a point on the Northerly line of Rockwood Drive; THENCE along said Northerly line of Rockwood Drive North 84º 00' 00" East a distance of 11.00 feet to the POINT OF BEGINNING; THENCE from said POINT OF BEGINNING, leaving said Northerly line the following five (5) consecutive courses and distances:

1) along a non-tangent curve to the left, having a radius of 20.00 feet, the initial radial of which bears North 40º 30' 36" West, a central angle of 55º 40' 03" and an arc length of 19.43 feet; THENCE
2) North 06º 10' 39" West a distance of 20.12 feet; THENCE
3) North 83º 49' 21" East a distance of 34.00 feet; THENCE
4) South 06º 10' 39" East a distance of 19.96 feet; THENCE
5) along a non-tangent curve to the left, having a radius of 20.00 feet, the initial radial of which bears North 83º 49' 36" East, a central angle of 57º 20' 17" and an arc length of 20.02 feet to a point on said Northerly line of Rockwood Drive;

THENCE along said Northerly line South 84º 00' 00" West a distance of 51.92 feet to the POINT OF BEGINNING.

Containing 1,337± sq.ft.

A portion of APN 025-282-10

The Basis of Bearing for this legal description is based on Pioneer Park Subdivision, filed in Book B of Maps, at Page 23, Official Records of El Dorado County.



07/03/2024

LEGAL DESCRIPTION PREPARED BY:
Guillermo Enrique Carey, PLS 7954
MAPCA SURVEYS, INC.
580 Mount Rose Street
Reno, NV 89509

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS EXHIBIT PLAT IS BASED ON PIONEER PARK SUBDIVISION, BOOK B OF MAPS AT PAGE 23, OFFICIAL RECORDS OF EL DORADO COUNTY.

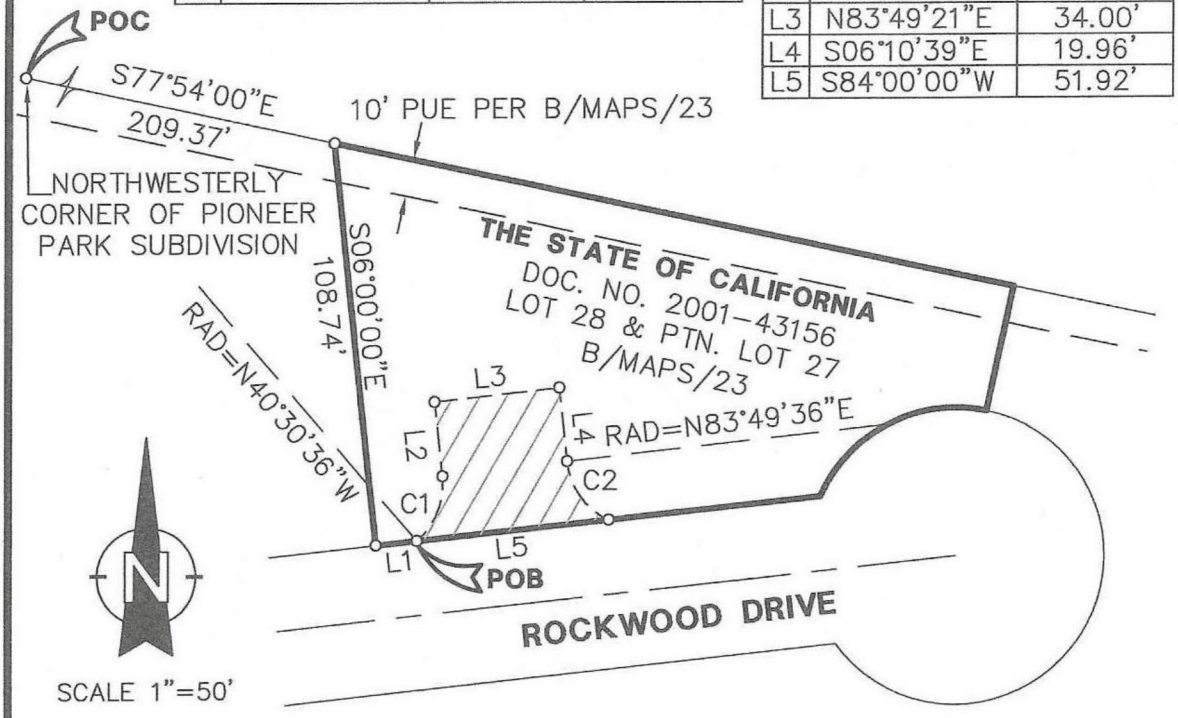
MAPCA SURVEYS INC.

CURVE TABLE

C	DELTA	RADIUS	DISTANCE
C1	55°40'03"	20.00'	19.43'
C2	57°20'17"	20.00'	20.02'

LINE TABLE

L	BEARING	DISTANCE
L1	N84°00'00"E	11.00'
L2	N06°10'39"W	20.12'
L3	N83°49'21"E	34.00'
L4	S06°10'39"E	19.96'
L5	S84°00'00"W	51.92'



LEGEND

o ..... DIMENSION POINT
NOTHING FOUND/SET

EASEMENT AREA
1,337± SQ.FT.

POC = POINT OF COMMENCEMENT

POB = POINT OF BEGINNING

PROFESSIONAL LAND SURVEYOR
GUILLERMO ENRIQUE CAREY
7954
STATE OF CALIFORNIA

07/03/2024

EXHIBIT B
PLAT OF ACCESS EASEMENT

LOT 28 & PTN. OF LOT 27, B/SUBS/23
PTN. SEC. 2, T.12N., – R.18E., M.D.B.&M.
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY – CALIFORNIA

SHEET 1 OF 1

Exhibit C
Emergency Vehicle Turnaround Designs

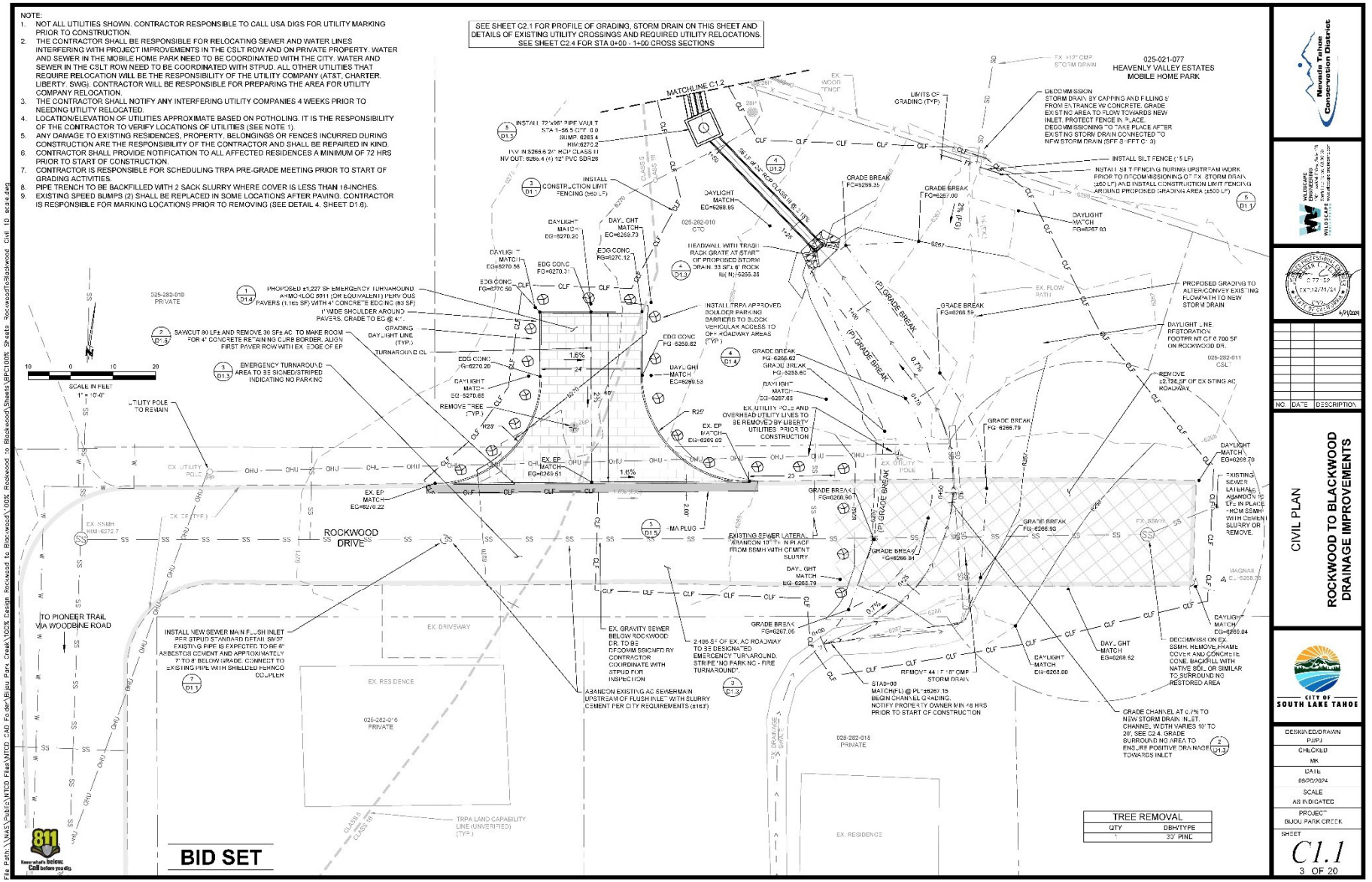


EXHIBIT 'A'

ACCESS EASEMENT

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Containing 1,337± sq.ft.

A portion of APN 025-282-10

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07/03/2024

LEGAL DESCRIPTION PREPARED BY:
Guillermo Enrique Carey, PLS 7954
MAPCA SURVEYS, INC.
580 Mount Rose Street
Reno, NV 89509

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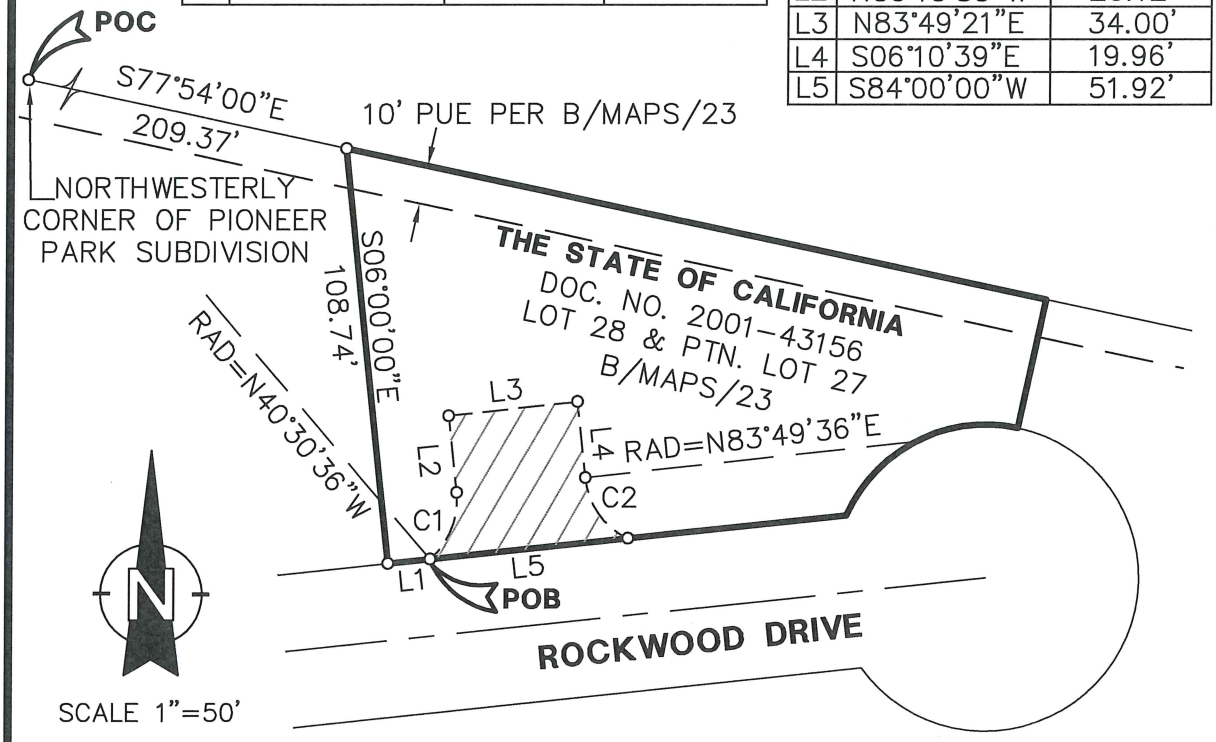
MAPCA SURVEYS INC.

CURVE TABLE

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L4	S06°10'39"E	19.96'
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LEGEND

o ..... DIMENSION POINT
NOTHING FOUND/SET

EASEMENT AREA
1,337± SQ.FT.

POC = POINT OF COMMENCEMENT

POB = POINT OF BEGINNING

PROFESSIONAL LAND SURVEYOR
GUILLERMO ENRIQUE CAREY
7954
STATE OF CALIFORNIA

07/03/2024

EXHIBIT B
PLAT OF ACCESS EASEMENT

LOT 28 & PTN. OF LOT 27, B/SUBS/23
PTN. SEC. 2, T.12N., – R.18E., M.D.B.&M.
CITY OF SOUTH LAKE TAHOE
EL DORADO COUNTY – CALIFORNIA

SHEET 1 OF 1

Lot Closure Report - Lot : Easement
==========
file- X:\Shared Folder\MAPCA\1478-04 SLT Rockwood CTC SD Easement \dwg\1478-04 easement.msj\lc_Easement.txt
Wednesday, July 3, 2024, 7:05:17a.m.

Starting location (North, East) = (2109948.992, 7143543.951)

(In the table below, the Length of Curves refers to the chord length.
and the Bearing of Curves refers to the chord bearing.)

Leg	Segment	Bearing	Length	Front	End_Northing	End_Easting
1	Curve	N21°39'23"E	18.676	No	2109966.350	7143550.843
ARC= 19.432, RAD= 20.000, DELTA= 55°40'03"						
BC_TO_RAD= N40°30'36"W						
RAD_TO_EC= N83°49'22"E						
SUBTRACT_ARC_AREA = 29.161						
2	Line	N6°10'39"W	20.120	No	2109986.353	7143548.678
3	Line	N83°49'21"E	34.000	No	2109990.012	7143582.481
4	Line	S6°10'39"E	19.960	No	2109970.168	7143584.629
5	Curve	S34°50'33"E	19.190	No	2109954.418	7143595.592
ARC= 20.015, RAD= 20.000, DELTA= 57°20'17"						
BC_TO_RAD= N83°49'36"E						
RAD_TO_EC= S26°29'18"W						
SUBTRACT_ARC_AREA = 31.774						
6	Line	S84°00'00"W	51.920	No	2109948.991	7143543.957

Ending location (North, East) = (2109948.991, 7143543.957)

Total Distance : 165.446
Total Traverse Stations : 7
Misclosure Direction : N79°36'57"W (from ending location to starting location)
Misclosure Distance : 0.002
Error of Closure : 1:28302.8
Frontage : 0.000
Frontage/Perimeter : 0.0 percent
AREA : 1336.948 sq. ft. (straight segment added to close traverse)
= 0.030692 Acres

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:5

Agenda Item: Affordable Housing Project at 3900-3908 Lake Tahoe Boulevard: Budget Appropriation of Prohousing Incentive Program (PIP) Funds and Amendment No. 1 to Predevelopment Loan and Development Agreement with NDC Lake Tahoe LP

Executive Summary: On July 8, 2024, the City received the award letter from HCD for $620,000 with $500,000 allocated for the affordable housing project at 3900 and 3908 Lake Tahoe Boulevard being developed by Novin Development (NDC Lake Tahoe LP) and $120,000 allocated for the rehabilitation of Tahoe Coalition for the Homelessâ€™ three Homekey properties. On May 7, 2024, the City Council authorized the Mayor to enter into the Predevelopment Loan and Development Agreement with NDC Lake Tahoe, LP for $564,073 in awarded Permanent Local Housing Allocation (PLHA) funds to be used for predevelopment costs associated with the affordable housing project at 3900 and 3908 Lake Tahoe Boulevard. Staff is recommending that the City Council adopt a Resolution authorizing the Finance Director to appropriate a total of $500,000 from the Prohousing Incentive Program award and authorize the Mayor to execute an amendment (Amendment #1) to the Predevelopment Loan and Development Agreement with Novin Development.

Requested Action / Suggested Motions: (1) Pass a Resolution authorizing the Finance Director to appropriate a total of $500,000 into the revenue and expense budget line items for the Prohousing Incentive Program (PIP) award for the loan to Novin Development; and (1) Pass a Motion authorizing and directing the Mayor to: a) Execute Amendment No. 1 to Predevelopment Loan and Development Agreement with NDC Lake Tahoe LP to loan an additional $500,000 in PIP grant funds for a total of $1,064,073 in Permanent Local Housing Allocation (PLHA) and PIP funds for 3900 and 3908 Lake Tahoe Blvd predevelopment and development costs; and b) Execute Amended and Restated Predevelopment Loan Promissory Note for 3900 and 3908 Lake Tahoe Boulevard.

Responsible Staff Member: Crystal Plotner, Assistant Housing Planner

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

Attachments:

01-Staff Report-Novin Predevelopment Loan Amendment.docx
02-Resolution - Budget Appropriation PIP Novin.docx
03-Amendment_1_PredevelopmentLoan_Novin.pdf
04-C-092-2024 Predevelopment Loan Agreement.pdf
05-23-PIP-18490-213-Standard Agreement.pdf

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

Meeting Date: May 20, 2025

Title: Budget Appropriation of Prohousing Incentive Program (PIP) Funds and Amendment #1 to Predevelopment Loan and Development Agreement between the City of South Lake Tahoe and NDC Lake Tahoe LP

Location: 3900 and 3908 Lake Tahoe Boulevard

Responsible Staff Member: Crystal Plotner, Assistant Housing Planner

Background: In an effort to further push local jurisdictions to address the statewide housing crisis, the Newsom Administration and California Legislature created the Prohousing Designation Program as part of a package of technical assistance, accountability measures, and incentives to address housing and homelessness.

On September 12, 2023, City Council authorized Resolution 2023-082 for application to and participation in the Prohousing Designation Program. The motion was made by Councilmember Friedrich and seconded by Councilmember Wallace. The City of South Lake Tahoe was awarded the Prohousing Designation in March 2024.

In January 2024, the State of California Housing and Community Development Department (HCD) released a Notice of Funding Availability (NOFA) for the Prohousing Incentive Program (PIP) 2023 - Round 2. The PIP awards funds are based on the Prohousing Designation program score and jurisdiction size. City staff submitted a PIP application by the application deadline of March 15, 2024 and City Council approved Resolution 2024 – 042 on March 26, 2024 ratifying the application for, and authorizing receipt of, Prohousing Incentive Program (PIP) funds.

On July 8, 2024, the City received the award letter from HCD for $620,000 with $500,000 allocated for the affordable housing project at 3900 and 3908 Lake Tahoe Boulevard being developed by Novin Development (NDC Lake Tahoe LP) and $120,000 allocated for the rehabilitation of Tahoe Coalition for the Homeless' (TCH) three Homekey properties. At the November 5, 2024 City Council meeting, Council adopted Resolution 2024-121 authorizing the Finance Director to appropriate a total of $120,000 into the revenue and expense budget line items for the PIP award for the expenditures to TCH.

Issue and Discussion: On May 7, 2024, the City Council authorized the Mayor to enter into the Predevelopment Loan and Development Agreement (Agreement) with NDC Lake Tahoe, LP for $564,073 in awarded Permanent Local Housing Allocation (PLHA) funds to be used for predevelopment costs associated with the affordable housing project at 3900 and 3908 Lake

Tahoe Boulevard. The motion was made my Councilmember Wallace and seconded by Councilmember Robbins.

On January 28, 2025, Resolution 2025-006 was adopted by the City Council authorizing the adoption of a Local Tenant Preference Policy for affordable housing developments. Under Section A(1) and A(2) of the policy, “Affordable housing developments which are funded in whole or in part by the City of South Lake Tahoe” and “Affordable housing developments subject to a Development Agreement”. This project will be subject to this policy.

The 3900 and 3908 Lake Tahoe Blvd project will consist of 75 units of housing development project which is proposed to consist of a minimum of 72 residential units which would be deed-restricted to low and/or moderate-income households for a period of no less than 55 years, as well as community amenities on the ground floor on about 1.16 acres of land. The project will also contain one manager’s unit and two deed-restricted live-work units. On April 17, 2025, the Planning Commission approved the TRPA Multi-Family Dwelling Project Application for this project.

Resolution 2024-042 authorized the City Manager to accept the PIP grant and sign the Standard Agreement. However, Council approval is necessary to authorize the mayor to execute Amendment #1 to the Predevelopment Loan and Development Agreement with Novin Development to loan an additional $500,000 in PIP grant funds for a total of $1,064,073 in PLHA and PIP funds for 3900 and 3908 Lake Tahoe Blvd predevelopment and development costs. The Amendment will also include a change to the Agreement deadline to June 30, 2026 and added language for incorporation of the local preference policy subject to this development. City Council authorization is also needed to appropriate $500,000 in PIP funds into the revenue and expense budget line items for the loan to Novin Development.

Financial Implications: The Prohousing Incentive Program is a competitive grant process available from HCD, which the City is eligible to apply for due to the Prohousing Designation. Based on the City’s Prohousing score, jurisdiction population, and geographic region formula, the City is eligible to receive $620,000. The City was awarded the $620,000 in which $500,000 will be granted for predevelopment or construction costs to Novin Development for the 3900 and 3908 Lake Tahoe Blvd affordable housing project. At the November 5, 2024 City Council meeting, Council adopted Resolution 2024-121 authorizing the Finance Director to appropriate a total of $120,000 into the revenue and expense budget line items for the PIP award. The expenditures will be utilized for the rehabilitation of the three TCH Homekey properties including: the Bear’s Den (2250 Lake Tahoe Boulevard), 2215 Lake Tahoe Blvd (The Bird’s Nest), and 1137 Emerald Bay Road (Red Lodge).

Staff recommends that the $500,000 in PIP funds be appropriated, consistent with the Standard Agreement, as follows:

Account Number 253-06010

Revenue (33244 Housing Grants): $500,000
Expenditures (47060 Loan to Project): $500,000

Environmental Considerations: For projects that satisfy criteria specified by SB 35, the guidelines issued by HCD specify that the California Environmental Quality Act (CEQA) does not apply to actions taken by a local government to provide financial assistance to a development that receives streamlined approval and that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

Policy Implications: The recommended action is consistent with the City's Strategic Plan which identifies supporting the affordable and/or workforce housing at 3900 Lake Tahoe Blvd. as Action Item 1.3.2.

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

Resolution 2025-006 authorizing adoption of a Local Tenant Preference Policy.

City General Plan Housing Element

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-2 The City shall enable opportunities for deed-restricted affordable ownership housing to ensure long-term affordability.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the city.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 20, 2025

Budget Appropriation of Prohousing Incentive Program (PIP) Funds

BACKGROUND

A. The City of South Lake Tahoe's Strategic Plan includes Action Item 1.3.2 which identifies supporting the affordable and/or workforce housing at 3900 Lake Tahoe Blvd.

B. On September 12, 2023, City Council authorized Resolution 2023-082 for application to and participation in the Prohousing Designation Program. The City of South Lake Tahoe was awarded the Prohousing Designation in March 2024.

C. On March 26, 2024, City Council approved Resolution 2024-042 ratifying the application for, and authorizing receipt of, Prohousing Incentive Program (PIP) Funds to provide funds for the affordable housing project at 3900 Lake Tahoe Blvd. and for rehabilitation of the three Project Homekey properties owned by Tahoe Coalition for the Homeless.

D. On May 7, 2024, the City Council authorized the Mayor to enter into a Predevelopment Loan and Development Agreement with NDC Lake Tahoe, LP for $564,073 in Formula Permanent Local Housing Allocation (PLHA) funds to be used for predevelopment costs associated with the affordable housing project at 3900 Lake Tahoe Boulevard.

E. On July 8, 2024, the City received the award letter from the California Department of Housing and Community Development for $620,000 in Prohousing Incentive Program (PIP) Funds that include $500,000 for the predevelopment costs of an affordable housing development by NDC Lake Tahoe LP at 3900 Lake Tahoe Blvd.

F. The $500,000 in PIP Funds and $564,073 in PLHA funds brings the total funds awarded for the predevelopment of the 3900 Lake Tahoe Blvd. affordable housing development to $1,064,073.

G. On January 28, 2025, City Council approved Resolution 2025-006 authorizing the adoption of a Local Tenant Preference Policy for affordable housing developments and is inclusive of the affordable housing project at 3900 and 3908 Lake Tahoe Boulevard.

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

1. Appropriate budgeting on the PIP funds into account number 253-06010 as follows:

Revenue (33244)	$500,000
Expenditures:	

Loan to Project 47060	$500,000

Adopted by the City of South Tahoe City Council on May 20, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

FIRST AMENDMENT TO
PREDEVELOPMENT LOAN AND DEVELOPMENT AGREEMENT

This **FIRST AMENDMENT TO PREDEVELOPMENT LOAN AND DEVELOPMENT AGREEMENT** (hereinafter referred to as the "**Amendment**") is entered into as of May 20, 2025, by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation (the "**City**" or "**Lender**"), and NDC LAKE TAHOE LP, a California limited partnership (the "**Borrower**").

Recitals

A. On May 7, 2024, the City and the Borrower entered into that certain Predevelopment Loan and Development Agreement (the "**Agreement**"), which provided the terms and conditions of the City's predevelopment loan to Borrower in an amount up to Five Hundred Sixty-Four Thousand Seventy-Three and No/100 ($564,073.00) (the "**Predevelopment Loan**") to pay a portion of the Predevelopment Costs associated with the Predevelopment Work for the Project. Capitalized terms used but not defined in this Amendment shall have the meanings given in the Agreement.

B. The City and the Borrower now desire to make certain amendments to the Agreement as specified in this Amendment.

Terms

Section 1. Every reference in the Agreement to the amount of the Predevelopment Loan is hereby amended to read "One Million Sixty-Four Thousand Seventy-Three and No/100 Dollars ($1,064,073.00)."

Section 2. The document entitled "Predevelopment Costs" attached to the Agreement as Exhibit A is hereby amended and replaced by that certain document entitled "Predevelopment Costs" attached to this Amendment as Exhibit A.

Section 3. The Predevelopment Loan Promissory Note attached to the Agreement as Exhibit C is hereby amended and restated by that certain Amended and Restated Predevelopment Loan Promissory Note in the form attached to this Amendment as Exhibit B. The original Predevelopment Loan Promissory Note previously executed by the Borrower in connection with the initial execution of the Agreement is hereby deemed null and void and no longer binding.

Section 4. Every reference in the Agreement to the Termination Date is hereby amended to end on June 30, 2026.

Section 5. Section 7 of the Agreement is hereby amended to include: "7.(e): Borrower will comply with Resolution 2025-006 for implementation of the Local Tenant Preference Policy for affordable housing developments."

Section 6. Following the execution and delivery of this Amendment, all references to the Loan Agreement shall thereafter mean and refer to the Loan Agreement

as amended by this Amendment and all references to the Predevelopment Loan Promissory Note shall thereafter mean and refer to the Amended and Restated Predevelopment Loan Promissory Note in the form attached to this Amendment as Exhibit B.

Section 7. Except as modified and amended by this Amendment, all other provisions of the Loan Agreement shall remain unchanged and in full force and effect.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first above written.

CITY:

CITY OF SOUTH LAKE TAHOE,
a municipal corporation

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
City Clerk

[*signatures continued on following page*]

BORROWER:

NDC LAKE TAHOE LP,
a California limited partnership

By: NDC Lake Tahoe LLC,
a California limited liability company,
its General Partner

By: Novin Development Corp.,
a California corporation,
its Sole Member

By: _____
Iman Novin
President

EXHIBIT A

PREDEVELOPMENT COSTS

[SEE ATTACHED]

NOVIN DEVELOPMENT

Lake Tahoe Blvd. Apartments
Prohousing – Predevelopment Loan Funds

Budget Version	V2.0
as of date	5/14/2025

LAND COST/ACQUISITION	Original Budget	Updated Budget	Prohousing Funds
Land	$0.00	$0.00	$0.00
Subtotal Acquisition Price	***$0.00***	***$0.00***	$0.00
Acquisition Legal	$0.00	$0.00	$0.00
Acquisition Title	$0.00	$0.00	$0.00
Subtotal Land Cost / Acquisition Cost	***$0.00***	***$0.00***	$0.00
PREDEVELOPMENT FINANCING			
Predevelopment Interest Reserve	$25,000.00	$55,000.00	$30,000.00
Predevelopment Loan Fee	$0.00	$0.00	$0.00
Predevelopment Lender Appraisal	$0.00	$0.00	$0.00
Predevelopment Lender Processing Fees	$0.00	$0.00	$0.00
Predevelopment Lender Legal	$0.00	$0.00	$0.00
Predevelopment Financing Other (Specify)	$0.00	$0.00	$0.00
Subtotal Predevelopment Financing Costs	***$25,000.00***	***$55,000.00***	$30,000.00
ARCHITECTURAL SURVEY & ENGINEERING			
Architecture	$161,881.75	$483,881.75	$322,000.00
Design & Permit Manager	$50,000.00	$50,000.00	$0.00
Civil Engineering	$40,250.00	$86,250.00	$46,000.00
Structural Engineer (if needed)	$5,000.00	$5,000.00	$0.00
Landscape	$40,000.00	$68,000.00	$28,000.00
Survey	$30,000.00	$30,000.00	$0.00
Geotech	$9,441.25	$9,441.25	$0.00
Environmental Phase I Report	$7,500.00	$7,500.00	$0.00
Environmental Consultant(s)	$10,000.00	$10,000.00	$0.00
Sustainability Consultant(s)	$0.00	$50,000.00	$50,000.00
A&E Other (Joint Trench)	$0.00	$24,000.00	$24,000.00
Subtotal Architectural, Survey & Engineering	***$354,073.00***	***$824,073.00***	$470,000.00
OTHER PROJECT COSTS			
Owner Appraisal	$25,000.00	$25,000.00	$0.00
Market Study	$25,000.00	$25,000.00	$0.00
Planning Fees	$35,000.00	$35,000.00	$0.00
Owner Legal	$50,000.00	$50,000.00	$0.00
Financial Consultant	$42,938.63	$42,938.63	$0.00
Accounting / Administration	$7,061.37	$7,061.37	$0.00
Subtotal Other Project Costs	***$185,000.00***	***$185,000.00***	$0.00
Total Project Predevelopment Costs	**$564,073.00**	**$1,064,073.00**	**$500,000.00**

EXHIBIT B

AMENDED AND RESTATED
PREDEVELOPMENT LOAN PROMISSORY NOTE

[SEE ATTACHED]

AMENDED AND RESTATED
PREDEVELOPMENT LOAN PROMISSORY NOTE
FOR
3900/3908 LAKE TAHOE BLVD.

$1,064,073.00 South Lake Tahoe, California
_____, 2025

FOR VALUE RECEIVED, the undersigned NDC LAKE TAHOE LP, a California limited partnership ("**Maker**") promises to pay to the order of the CITY OF SOUTH LAKE TAHOE, a municipal corporation ("**Holder**," or "**Lender**"), or order, at City of South Lake Tahoe, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 or at such other place as Lender may from time to time designate in writing, the principal sum of One Million Sixty Four Thousand Seventy Three and 00/100 Dollars $1,064,073.00 or so much thereof as may be advanced and outstanding, in lawful money of the United States.

1. This Note evidences the "**Predevelopment Loan**" as defined and described in that certain Predevelopment Loan and Development Agreement, dated as of May 7, 2024, as amended by that certain First Amendment to Predevelopment Loan and Development Agreement, of even date herewith, between Maker and Lender (as amended, the "**Loan Agreement**"). Collectively this Note, the Loan Agreement and associated documents constitute the "**Loan Documents**." The principal amount of this Note will be disbursed as contemplated and controlled by the Loan Agreement.

2. All capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement, and the provisions of the Loan Agreement relating to the Predevelopment Loan are hereby incorporated herein by this reference.

3. Principal amount of this Note shall bear interest prior to maturity at the Interest Rate. The principal amount of this Note as stated above, or so much thereof as may be advanced and outstanding, shall be due and payable on the earlier of the following ("**Maturity Date**"):

(a) Termination of the Loan Agreement as provided therein, including without limitation on the Termination Date, for default, or otherwise; and

(b) Upon purchase of the Property by Borrower or a Permitted Assignee, as provided in the Loan Agreement.

(c) Except as otherwise provided in the Loan Agreement, if the loan has not been repaid in full by the Maturity Date, then the Lender's sole recourse shall be limited to any assets assigned to Lender and any additional security granted to Lender under the Loan Documents, including without limitation Borrower's right, title and interest in and to the Predevelopment Work, and any other documents and work product relating

to the Project that have been paid for in whole or in part by the Lender as assigned pursuant to the Assignment of Project Documents. The Lender, in its sole discretion, may accelerate repayment if an Event of Default occurs under any Loan Documents after the expiration of the applicable cure periods therein.

(d) This Note may be prepaid in whole or in part at any time, and from time to time without premium or penalty.

4. It is expressly agreed that time is of the essence in this Note and in the event of:

(a) any default in the full and punctual payment of all or part of any installment of principal or interest hereunder as and when the same become due and payable; or

(b) upon the occurrence of any "**Event of Default**" under the Loan Agreement and the expiration of any applicable period of grace within which the Maker may cure the same, there shall be an Event of Default under this Note;

(c) then, in any such event, the Holder hereof, at its option, may declare the entire outstanding principal balance hereof, together with all costs, fees, expenses, charges for collection, including reasonable attorneys' fees (which shall include outside counsel fees and all allocated costs of Holder's in-house counsel), and costs for declaratory relief, arbitration, prosecution or defense of any action related to this Note, to be immediately due and payable in full, without further demand or notice to Maker or to any other party.

5. Failure of the Holder to exercise any rights hereunder with respect to any default shall not excuse such default and shall not constitute the Holder's waiver of the right to the latter exercise thereof, in the absence of a written agreement to the contrary executed and delivered by the Holder hereof and subsequent to such default.

6. All payments hereunder shall be paid in lawful money of the United States, which, at the time of payment, shall be legal tender for the payment of all debts and dues, public and private.

7. All sums received hereunder shall be applied in the following order: first, upon an Event of Default to costs and expenses of the Lender incurred in connection with the Loan, including costs of collection and reasonable attorney's fees, second, to interest, and then to principal.

8. Maker, all endorsers and guarantors hereof, and all others who may become liable for all or any part of the indebtedness evidenced hereby: (i) agree to be jointly and severally bound hereby, as primary obligors; (ii) jointly and severally waive and renounce any and all exception rights, including that of homestead, and the benefit of all valuation and appraisement privileges available to them or any of them pursuant to the

Constitution or the laws of the United States or of any state, territory or jurisdiction, as against this debt or any renewal or extension thereof; and (iii) jointly and severally waive presentment for payment, demand, notice of protest, and any and all lack of diligence or delays in collection or enforcement hereof or in bringing suit for the collection hereof or in taking any other action hereunder. Maker and all others who may become liable for all or any part of the indebtedness evidenced hereby further agree with the Holder thereof that said Holder may, without notice, in such manner, on such terms and for such times(s) as the Holder may see fit, increase, extend, or renew this Note, and/or release any maker hereof, and/or substitute or add guarantors, and/or substitute or release all or any part of the collateral (real, personal or mixed) securing this Note, all without any way affecting, impairing, limiting, releasing or foregoing the joint and several liability of Maker and all endorsers and guarantors hereof not so released. The foregoing shall in all events be subject to the limitations on recourse set forth in Section 9 hereof.

9. The recourse of the Lender shall be limited as set forth in this Note and the Loan Agreement. It is agreed that the agreements limiting the exercise of remedies against Borrower or any member of Borrower, shall not:

(a) constitute a release, discharge or waiver of the indebtedness evidenced by the Note and the indebtedness evidenced by the Note shall continue until satisfied or paid in full;

(b) limit or be construed to limit the personal liability of the Borrower or any member, for the performance of the covenants and obligations under the Loan Documents, other than the covenant to personally pay the indebtedness evidenced by the Note; or

(c) affect any additional remedies or liens which the Lender has for the indebtedness evidenced by the Note and for the enforcement of any rights which the Lender has under the Loan Documents.

10. Maker hereby represents and warrants to, and covenants with, Lender that the entire proceeds hereof have been or will be used for the purpose of eligible Predevelopment Costs incurred by Maker for the Project pursuant to the Loan Agreement.

11. The rights and obligations created hereunder shall be construed and enforced according to, and shall be governed by, the laws of the State of California applicable to contracts executed and wholly performed in that State.

12. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions hereof invalid or unenforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first above written.

CITY:

CITY OF SOUTH LAKE TAHOE,
a municipal corporation

By:
Name:_____
Title:_____

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
City Clerk

NDC LAKE TAHOE LP,
a California limited partnership

By: NDC Lake Tahoe LLC,
a California limited liability company,
its General Partner

By: Novin Development Corp.,
a California corporation,
its Sole Member

By: _____
Iman Novin
President

Date: _____

PREDEVELOPMENT LOAN AND DEVELOPMENT AGREEMENT

This PREDEVELOPMENT LOAN AND DEVELOPMENT AGREEMENT (**"Agreement"**) is entered into effective as of May 7, 2024 (**"Effective Date"**) by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation (**"City"** or **"Lender"**) and NDC LAKE TAHOE, LP, a California limited partnership (**"Borrower"**).

RECITALS

A. Pursuant to that certain Agreement of Purchase and Sale, dated November 7, 2023 (**"Purchase Agreement"**), by and among the Borrower (or the Borrower's predecessor Novin Development Corp.), City and South Tahoe Redevelopment Successor Agency (**"Successor Agency"**) the City has acquired from the Successor Agency, and Borrower has the right to acquire from the City, approximately 1.16 acres in the City, known as 3900 and 3908 Lake Tahoe Boulevard (Assessor's Parcel Nos. 029-170-001 and 029-170-002), as more particularly described in the Purchase Agreement (**"Property"**). All conditions to effectiveness of the PSA were satisfied by, and the PSA became fully effective, on January 18, 2024.

B. Borrower is seeking to acquire the Property to develop thereon a 100% mixed-income affordable housing development project which is proposed to consist of a minimum of 75 residential units, as well as community amenities on the ground floor (**"Project"**). As provided in Gov't Code section 54221(f)(1)(F)(i) and the Declaration of Affordable Housing Covenants, Conditions and Restrictions, dated on or about April 18, 2024 and submitted for recording in the Official Records of El Dorado County (**"Affordable Housing Covenant"**), the Property may be used solely for the development and operation of a rental housing development, which may have ancillary commercial ground floor uses, that restricts 100 percent of the residential units to persons and families of low or moderate income, with at least 75 percent of the assisted residential units restricted to lower income households, as defined in Health and Safety Code section 50079.5, with an affordable rent, as defined in Health and Safety Code section 50052.5, for a minimum of 55 years following completion of the Project, and in no event shall the maximum rent level be higher than 20 percent below the median market rents for the neighborhood in which the Affordable Housing Site is located. "Completion of the project" shall mean the date upon which the last certificate of occupancy for the Project is issued by the City.

C. City has agreed to provide an up to $564,073.00 predevelopment loan (the **"Predevelopment Loan"**) to Borrower, at a regular interest rate of Three Percent (3%) per annum (the **"Interest Rate"**) pursuant to the terms and conditions set forth herein and the Predevelopment Note (as defined below) to pay a portion of the costs (**"Predevelopment Costs"**) of certain Borrower consultants, contractors, professionals, or suppliers (including Borrower's architect, **"Contractors"**) performing Project predevelopment activities including studies, site investigation, feasibility analyses, architectural and engineering services, and preparation of applications for entitlements and construction and permanent financing, as more specifically described in Exhibit A attached hereto (as amended from time to time with City approval, **"Predevelopment Work"**), as Predevelopment Costs for Predevelopment Work are incurred.

D. The parties intend the Predevelopment Work to be obtained generally in accordance with the schedule contained at Exhibit B attached hereto (as amended from time to time with City approval, **"Predevelopment Schedule"**).

E. Concurrently herewith Borrower will execute (i) a promissory note in the maximum

amount of the Predevelopment Loan (as further defined below, **"Predevelopment Note"**), and (ii) an Assignment of Predevelopment Work (as further defined below, **"Assignment Agreement"** and together with this Agreement and the Predevelopment Note, the **"Loan Documents"**) which will provide City with a security interest in the Predevelopment Work, all as provided in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Predevelopment Loan.**

(a) Predevelopment Loan and Note. Subject to the terms and conditions of this Agreement and the Predevelopment Note, and so long as no Event of Default exists and is continuing, the City shall make Predevelopment Loan advances to Borrower, provided that the aggregate principal amount of the advances after giving effect to any proposed borrowing shall not exceed $564,073.00 upon the terms and conditions and for the purposes set forth in this Agreement. The Predevelopment Loan shall be evidenced by the Predevelopment Note, which shall be dated as of the Effective Date and executed by Borrower, substantially in the form attached hereto as Exhibit C.

(b) Term; Termination Date. Unless otherwise earlier terminated as provided herein, the term of this Agreement shall expire on the date that the right of Borrower or a Borrower assignee permitted by Purchase Agreement Section 30 (**"Permitted Assignee"**) to purchase the Property from the City terminates under Purchase Agreement Section 27(b) (including permitted extensions, the **"Termination Date"**). As of the Effective Date, the Termination Date (without regard to potential extensions under the Purchase Agreement) is January 18, 2026. If Borrower exercises its rights to extend the Termination Date under the Purchase Agreement, the Termination Date under this Agreement shall be automatically extended.

(c) Rollover Upon Property Purchase. Upon purchase of the Property by Borrower or a Permitted Assignee, the entire outstanding principal balance of the Predevelopment Loan, together with interest accrued thereon, and all other sums due under the Predevelopment Note, shall be "rolled over" into, and included as part of, the principal balance of any new permanent loan the City provides to Borrower or Permitted Assignee as may be reasonably approved by the City and Borrower (or Permitted Assignee) (the "**City Permanent Loan**"). If no City Permanent Loan is agreed upon, City shall convert the Predevelopment Loan into a new deferred payment loan (payable from Project residual receipts after operating expenses) with a 55-year term, an interest rate not exceeding the lower of (1) the then applicable federal rate for long term loans, (2) the Interest Rate, and such other terms (including security) as may reasonably approved by the City and Borrower (or Permitted Assignee). Upon such a rollover, the Assignment Agreement will terminate.

(d) Termination.

(i) For Default. City shall have the right to terminate this Agreement upon Borrower's default under this Agreement and failure to cure within the applicable cure periods specified in Section 8(a).

(ii) Mutual Agreement. This Agreement may be terminated with the written consent of both City and Borrower.

(iii) Inability to Develop Project. The parties acknowledge that as of the Effective Date, the intended Project, specifically a residential housing development with at least 75 units, would not be permitted under applicable land planning regulations (**"Planning Regulations"**), including (i) the Tahoe Regional Planning Agency (**"TRPA"**)'s Lake Tahoe Regional Plan Area (**"Regional Plan"**) or (ii) the City's Tourist Core Area Plan (**"TCAP"**). (See also Section 7(b).) The parties also acknowledge that as of the Effective Date, there are no assurances that Borrower will be able to obtain sufficient funding for the Project (or any other project on the Property acceptable to the City) by the Termination Date. Therefore, the parties agree that if, on or after January 18, 2026 Borrower or the City reasonably determines that (A) the applicable Planning Regulations are not likely to be amended to permit the proposed Project by the Termination Date (including any extensions thereof), (B) sufficient funding for the Project is not likely to be obtained, or (C) the assumptions and terms set forth in Section 7 cannot be satisfied or have materially changed, then either party shall have the right to terminate this Agreement with ten (10) days prior written notice to the other party.

(iv) Effect of Termination. If this Agreement is terminated pursuant to this Section 1(d), City shall be entitled to do either or both of the following: (i) decline any further request for distribution of the Predevelopment Loan; and (ii) exercise its rights under the Assignment Agreement, in which event Borrower shall promptly convey to City all Predevelopment Work in its then-current form, in full and complete satisfaction of any and all of Borrower's obligations and liabilities to the City under the Predevelopment Loan.

(e) Security for the Predevelopment Loan; Nonrecourse.

(i) The Predevelopment Note shall be secured by the assignment to City of Borrower's interests in and rights to any and all Predevelopment Work financed in whole or in part with the Predevelopment Loan pursuant to an Agreement of Predevelopment Work that Borrower shall execute substantially in the form attached hereto as Exhibit D (**"Assignment Agreement"**) and deliver to City concurrently with the execution of this Agreement.

(ii) The City agrees that it will not seek to obtain payment from or a personal judgment against Borrower or any member, officer, director or employee thereof for the payment of any amounts due under the Predevelopment Note or under this Agreement following an Event of Default (as defined in Section 8(a)) or other termination of this Agreement, including without limitation Borrower's inability to develop the Project. The City's sole recourse for payment of any amounts due under the Predevelopment Note or this Agreement will be limited to the exercise of the City's rights under the Assignment Agreement; provided, however, that this Subsection (ii) does not limit in any way the City's right to recover losses incurred by the City as a result of Borrower's fraud, willful misrepresentation or misapplication of funds.

(f) Use of Predevelopment Loan. The Predevelopment Loan shall be used solely and exclusively for the payment or reimbursement of the eligible, City-approved Predevelopment Costs.

2. **General Conditions Precedent to Disbursement of Funds.** City's obligation to disburse the Predevelopment Loan is conditioned upon satisfaction of all of the following conditions:

(a) Borrower's execution and delivery to the City of this Agreement, the Predevelopment Note and the Assignment Agreement;

(b) Borrower's delivery to the City of an executed and completed Consent and Agreement of Contractor, substantially in form attached to the Assignment Agreement as Schedule 1 (**"Contractor Consents"**), from the following project contractors for which a disbursement is requested: (i) architects, (ii) civil engineers, (iii) surveyors, (iv) landscapers, (v) traffic consultants, and (vi) and any other Project contractor with an expected contract amount exceeding $50,000 (individually and collectively, **"Contractor"** or "**Contractors**"), and upon request by the City, Borrower delivery to City of a copy of any requested Contractor contracts and agreements ("**Contractor Contracts**");

(c) Borrower's delivery to the City of evidence of insurance coverage in the form and in such amounts as set forth in the attached Exhibit E; and

(d) Borrower's delivery to the City of certified copies of Borrower's organizational documents, good standing certificate(s), and corporate resolution(s) approving the execution and delivery of the Loan Documents; and

(e) Such other instruments and documents as Lender may reasonably request.

3. **Disbursement of Predevelopment Loan.**

(a) Borrower Representations and Warranties with Each Disbursement. Each request by the Borrower for a disbursement under this Agreement: (i) shall constitute the Borrower's affirmation that the representations and warranties contained in this Agreement remain true and correct in all material respects as of the date of such request; (ii) shall constitute the Borrower's representation and warranty that the information set forth in each such request and any certification by the Borrower or any other Contractor supplied in connection therewith is true and correct in all material respects and omits no material fact necessary to make the same not misleading; (iii) shall constitute Borrower's affirmation that the requested disbursement shall not cause Lender to disburse to Borrower in aggregate more than the agreed amount of the Predevelopment Loan; and (iv) shall constitute the Borrower's affirmation of compliance in all material respects with the covenants contained in this Agreement.

(b) Requests for Disbursements. The Predevelopment Loan shall be disbursed as the work to be paid for by the Predevelopment Loan is performed or is completed, or to reimburse Borrower for completed or ongoing work for which Borrower has previously paid. Borrower shall submit disbursement requests to Lender not more frequently than one time each calendar month. Lender will make a good faith effort to notify Borrower of any deficiencies in a disbursement request within ten (10) calendar days after such request, and to disburse the Predevelopment Loan under each disbursement request within twenty (20) calendar days after the request.

(i) Each request for a disbursement shall be made to the Lender in writing, and disbursements shall not be requested more frequently than monthly. Each request for disbursement shall be funded within twenty (20) days after it has been properly submitted and when conditions on advances under Section 2 have been satisfied. Each request for a disbursement must contain the following:

(I) a letter from Borrower requesting a disbursement, which should contain any special funding instructions and an executed Certification of Request for Payment of Predevelopment Costs in a form attached hereto as Exhibit F;

(II) Borrower's certification that it is in compliance with the latest approved Predevelopment Schedule or, if not, a certification that it is in compliance with the latest approved Predevelopment Schedule except for specifically identified items, together with a reasonable explanation of (x) the reasons for each excepted item and (y) for those items within Borrower's reasonable control, an explanation of how and when Borrower expects the item to be back on schedule or completed, as applicable.

(III) as requested by Lender, invoices, cancelled checks, and any additional supporting documentation for Predevelopment Costs previously paid by Lender and invoices and supporting documentation for the current disbursement request; and

(IV) such other certificates, documents, information, or instruments the Lender shall reasonably require to substantiate the same.

(c) Disbursements Contingent on Lender's Satisfaction. Lender shall not be obligated to make any disbursements unless Lender is satisfied in its reasonable judgment that the conditions precedent to the making of such disbursements, have been satisfied by the Borrower, this disbursement shall not cause Lender to disburse more than the agreed amount of the Predevelopment Loan, and Borrower is in compliance with its obligations under the Loan Documents (including without limitation the Development Schedule and all Predevelopment Schedule updates).

(d) Lender's Right to Withhold Disbursements. Lender shall have the right to withhold disbursements, in whole or in part, if: (i) Predevelopment Work is in any material respect not in accordance with the Loan Documents; (ii) any contractor's or mechanic's lien, laborer's lien, notice of contract or other like instrument or claim relating to the Predevelopment Work has been recorded or filed (and/or Lender has received notice of the same), such lien or claim is not promptly discharged of record, and such lien or claim is not a result of Lender's failure to disburse the Predevelopment Loan in a timely manner; or (iii) Borrower is in default (after any applicable notice and cure period) under any obligations to the Lender under the Loan Documents.

(e) No Obligation to Disburse Proceeds Upon Default or Termination. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse any portion of the Predevelopment Loan to Borrower following:

(i) the failure of any of Borrower's representations and warranties set forth in this Agreement to be true and correct in all material respects;

(ii) termination of this Agreement by either mutual agreement of the parties, or by the City pursuant to Section 1(d)(iii); or

(iii) the occurrence and continuance of an Event of Default under this Agreement, the Predevelopment Note, or the Assignment Agreement.

(f) [already in (d) above]

4. **General Borrower Development and Reporting Obligations.**

(a) General. Until the termination of this Agreement, Borrower shall use commercially reasonably diligent efforts, to obtain all required approvals and financing it deems necessary for the Project, at its sole cost and expense except as provided in this Agreement.

(b) Reporting Obligations. At least quarterly, or at such other times as City may reasonably request, Borrower shall provide Lender with a written report including the following:

(i) Status of all obtaining all required Project approvals.
(ii) Status of obtaining all required Project financing.
(iii) Updated Predevelopment Schedule, identifying all then-completed tasks, and proposed amendments (if any).
(iv) Such other Project-related matters as City and Borrower may agree.

5. **Equal Opportunity; Non-Discrimination.**

(a) Equal Opportunity. There shall be no discrimination on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the hiring, firing, promoting or demoting of any person engaged in predevelopment or construction work related to the Project, and Borrower shall direct its Contractors to refrain from discrimination on such basis.

6. **Additional Covenants, Representations and Warranties of Borrower.**

(a) Representations of Borrower. Borrower represents and warrants to the City as follows:

(i) Organization of Borrower. Borrower is a duly limited partnership, validly existing and in good standing under the laws of the State of California. Borrower has all requisite power and authority to acquire the Property, to develop, own and operate the Project, to carry on its business as now conducted, and to execute, deliver and perform its obligations under this Agreement, the Predevelopment Note, and the Assignment Agreement.

(ii) Authorization of the Predevelopment Loan; No Violation. The execution, delivery and performance of this Agreement, the Predevelopment Note, and the Assignment Agreement have been duly authorized by Borrower, and this Agreement, the Predevelopment Note, and the Assignment Agreement, when duly executed and delivered, will constitute the valid and binding obligations of Borrower enforceable in accordance with their respective terms. Borrower's execution of this Agreement, the Predevelopment Note, and the Assignment Agreement and performance thereunder will not result in a breach of or constitute a default under any agreement, indenture or other instrument to which Borrower is a party or by which Borrower may be bound. The persons executing the Predevelopment Note, this Agreement, and the Assignment Agreement on behalf of Borrower have been duly authorized to do so.

(iii) Litigation; Bankruptcy. There are no pending or, to Borrower's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect the financial condition or operation of Borrower or any of its members or managers or Borrower's ability to carry out the obligations of Borrower under this Agreement. Borrower is not the subject of any action under federal or state Bankruptcy Law.

(b) Indemnification. Borrower shall indemnify, defend (with counsel approved by City), and hold the City, and its elected and appointed officers, officials, employees, agents,

and representatives (all of the foregoing, collectively, **"Indemnitees"**) harmless from and against all losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) or liabilities of any kind (all of the foregoing, collectively **"Claims"**) arising directly or indirectly in any manner in connection with or resulting from (i) any and all predevelopment, development or construction activities conducted in connection with the Property or the Project, including without limitation, site investigations conducted by or for Borrower, (ii) any failure of any of Borrower's representations or warranties set forth in this Agreement, or made by Borrower in connection with the execution and delivery of this Agreement or in any certificate furnished pursuant hereto, or in connection with any request for disbursement of the Predevelopment Loan to be correct in all material respects, (iii) any Claim, whether meritorious or not, brought or asserted against any Indemnitee which relates to or arises in connection with the Predevelopment Loan, the Predevelopment Note, the Assignment Agreement, or any transaction contemplated thereby, or the relationship between Borrower and City. Borrower's obligations under this Section shall survive the making and repayment of the Predevelopment Loan and the expiration or termination of this Agreement. Borrower's indemnity obligations shall not apply to Claims (1) to the extent arising as a result of the willful misconduct or gross negligence of the Indemnitees, or (2) arising from events occurring on or after the Termination Date if City has exercised its rights under the Assignment Agreement and taken ownership and liability of any Contractor Contract.

(c) Insurance. Borrower shall maintain and keep in force, at Borrower's expense, the insurance coverage set forth in Exhibit E. For each of Borrower's insurance policies, Borrower shall provide to City within ten days following execution of this Agreement, but in no event later than the initial disbursement of the Predevelopment Loan, a certificate of insurance and an endorsement which provides that no cancellation, major change in coverage or expiration will be effective during the term of this Agreement without 30 days written notice to the City prior to the effective date of such cancellation, change in coverage or expiration. Upon request by the City from time to time, Borrower shall deliver to the City originals or copies of all such insurance policies and certificates evidencing such policies.

(d) Books and Records. The City shall have the right, during business hours and after reasonable notice to Borrower, to inspect and copy Borrower's books and records concerning the Property, the Project and the use of the Predevelopment Loan.

(e) Funder Obligations. The Borrower will comply with any commercially reasonable requirement of any provider of Predevelopment Loan funds to the City (such as, for example, the California Department of Housing and Community Development ("**HCD**")) that the City may provide to the Borrower.

(f) Other Documents. Upon City's reasonable request, Borrower shall deliver to the City copies of documents related to the Project, including without limitation, construction contracts, consulting agreements, architects' agreements, loan and financing applications, studies, reports, loan documents, management plans, and property management agreements.

7. **Other Development Matters.**

(a) The parties are entering into this Agreement based on, among others, the following Project assumptions:

(i) Prevailing wages will likely be required.

(ii) Average income will be less than 60% AMI for assisted units.

(iii) A parking management plan will be required in order to provide a parking ratio of at or below 1:1 (parking to units)

(iv) The development program assumes the primary funding sources are 4% or 9% LIHTC and bonds and that additional local, state and/or federal subsidies will be required.

(v) The final Project design must be approved by the appropriate planning agencies (City and TRPA).

(b) Additionally, Borrower and City acknowledge the current zoning (TSC-MU) per the Tourist Core Area Plan ("**TCPA"**) allows a maximum of 32 units to be developed on the Site, with a maximum allowable height of 56' and up to 70% lot coverage. City and Borrower will work together with the TRPA in an effort to increase the allowable density and height through an amendment to the Area Plan or other permissible means, but City gives no assurances as to the type (if any) commitments the City could or would make to achieve acceptable Project density and height, or whether any efforts to achieve those goals would succeed.

(c) Borrower and City agree that the precise affordability levels, the site plan, unit count, and any public improvements may be revised as agreed to by Borrower and City over time in order to meet the needs of the community and to create a successful and feasible Project.

(d) City makes no commitments on the amount of permanent financing City will be able to make, other than the Predevelopment Loan and any rollover of same set forth in Section 1(c). City acknowledges that Borrower has requested up to a maximum $100,000 per unit permanent gap financing at a 3% residual receipts interest rate and 55 year term, on terms to be negotiated in good faith.

8. **Default and Remedies.**

(a) Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder (**"Event of Default"**):

(i) An Event of Default is declared under the Predevelopment Note, the Assignment Agreement, or the Purchase Agreement and remains uncured after 10 days of Borrower's receipt of notice of such Event of Default.

(ii) Any of Borrower's representations or warranties contained in the Purchase Agreement or this Agreement, or made by Borrower in connection with the execution and delivery of this Agreement or in any certificate furnished pursuant hereto, or in connection with any request for disbursement of the Predevelopment Loan shall prove to have been incorrect when made in any material respect.

(iii) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (**"Bankruptcy Law"**), Borrower: (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(iv) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of Borrower's assets, (iii) orders the liquidation of Borrower, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(v) Borrower fails to maintain insurance as required pursuant to this Agreement, and Borrower fails to cure such default within 10 days.

(vi) Borrower fails to use the Predevelopment Loan in accordance with this Agreement or fails to use the Predevelopment Loan in accordance with a Borrower disbursement request.

(vii) Borrower defaults in the performance of any term, provision, covenant or agreement contained in the Purchase Agreement or this Agreement other than an obligation enumerated in this Section 4(a), and unless such a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Borrower, provided that in the case of a nonmonetary default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than 90 days from the receipt of notice of default.

(b) Remedies. Upon the occurrence of an Event of Default, the City shall have the following rights, in addition to any other rights and remedies provided by law:

(i) The City may declare the entire outstanding principal balance of the Predevelopment Loan and interest accrued at the default rate specified in the Predevelopment Note immediately due and payable;

(ii) The City may exercise any and all rights and remedies granted to the City pursuant to the Assignment Agreement; and

(iii) The City may terminate this Agreement.

Each of the remedies provided herein is cumulative and not exclusive of, and shall not prejudice any other remedy provided herein, in the Purchase Agreement, the Predevelopment Note, or the Assignment Agreement. The City may exercise any rights and remedies available under applicable law, in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement.

9. **CEQA Savings Clause**. To comply with CEQA and give the public the opportunity to be aware of the environmental consequences of the Project, and to fully participate in the CEQA process, the Parties acknowledge that the City has no obligation to approve and Borrower has no obligation to develop the Project unless and until the Parties have negotiated, executed and delivered mutually acceptable agreements based upon information produced from the CEQA environmental review process and any other public review and hearing processes, subject to all

applicable governmental approvals. City shall retain discretion in accordance with applicable law before action on the Project by the City Council to (i) identify and impose mitigation measures to mitigate significant environmental impacts, if any; (ii) select other feasible alternatives to avoid significant environmental impacts, if any; (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with the Project.

10. **Miscellaneous.**

(a) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Notwithstanding the foregoing, City's obligation to make the Predevelopment Loan is personal to Borrower, and this Agreement shall not be assignable by Borrower by operation of law or otherwise absent the express written consent of City, and any such assignment by operation of law or otherwise shall be void.

(b) Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, addressed to the parties in the manner set forth below, and be given only in accordance with the provisions of this Section 5(b). All such items shall be sent by: personal delivery, in which case notice is effective upon delivery; certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service (or, if delivery is not during regular business hours on a business day, then on the next business day).

The addresses of the parties to receive notices are as follows:

To City:
City of South Lake Tahoe
1901 Lisa Maloff Way,
South Lake Tahoe, CA 96150
Attention: Joseph Irvin, City Manager

With a copy to:
City Attorney
City of South Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

To Borrower:
NDC Lake Tahoe LP
1990 North California Blvd., Suite 800
Walnut Creek, CA 94596
Attention: Iman Novin
Email: inovin@novindevelopment.com

With a copy to:
SMR Development LLC,
529 N. Hillview Drive
Boise, ID 83712
Attention: Shellan Rodriguez
Email: shellan@smrdevelopment.com

(c) Waiver, Modification and Amendment. No failure or delay on the part of the City in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the parties.

(d) Further Assurances. The parties shall execute, acknowledge and deliver to the other parties such other documents and instruments, and shall take such other actions, as may reasonably be necessary to carry out the intent of this Agreement.

(e) Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish Borrower and City as partners, co-venturers, or principal and agent with one another.

(f) Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council unless the City Manager determines in his discretion that such action requires such approval.

(g) Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Borrower, or any successor in interest to either in the event of any default or breach by the City, or for any amount of money which may become due to Borrower or any successor to either, or for any obligation of City under this Agreement.

(h) No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

(i) Captions; Construction; Time is of the Essence. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. Time is of the essence in the performance of this Agreement.

(j) Governing Law; Venue. This Agreement, the Predevelopment Note, and the Assignment Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts executed and wholly performed in that State. Borrower agrees that any controversy arising under or in relation to this Agreement, the Predevelopment Note, or the Assignment Agreement shall be litigated exclusively in courts having jurisdiction in El Dorado County, California.

(k) Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties are materially altered or abridged by such invalidation, voiding or unenforceability.

(l) Entire Agreement; Exhibits. This Agreement, together with the Predevelopment Note, the Assignment Agreement, and the Purchase Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the parties with respect thereto. Exhibits A through E attached hereto are incorporated herein by this reference.

(m) City Status. Borrower recognizes and agrees that City is not a commercial lending institution, but a public agency exercising its authority to protect the public health, safety and welfare. Any duties or obligations which a commercial lending institution may have to Borrower shall not apply to this transaction except as set forth herein or in the Predevelopment Note or as otherwise required by law.

(n) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Borrower:

NDC LAKE TAHOE LP

By: NDC Lake Tahoe LLC, a California limited liability company

Its: General Partner

By: Novin Development Corp., a California corporation

Its: Sole Member

By: Iman Novin (May 23, 2024 12:48 PDT)

Name: Iman Novin

Its: President

Date: 05/23/2024

City:

CITY OF SOUTH LAKE TAHOE

By: Cody Bass (May 17, 2024 14:32 EDT)

Name: Cody Bass

Its: Mayor

Date: 05/17/2024

ATTEST:

By: Susan Blankenship (May 17, 2024 08:22 PDT)

Susan Blankenship, City Clerk

APPROVED AS TO FORM:

By: Heather Stroud (May 17, 2024 08:52 PDT)

Heather Stroud, City Attorney

Exhibits

A Predevelopment Costs
B Predevelopment Schedule
C Form of Predevelopment Note
D Form of Assignment Agreement
Schedule 1: Contactor Consent
E Insurance Requirements
F Form of Certification of Request for Payment of Predevelopment Costs

Exhibit A

PREDEVELOPMENT COSTS

NOVIN DEVELOPMENT

South Lake Tahoe
Predevelopment Budget

Budget Version v1.0
as of date 4/24/2024

PREDEVELOPMENT COST	AMOUNT
Acquisition Price	$0.00
Acquisition Costs	$0.00
Pedevelopment Financing Costs	$25,000.00
Architectural, Survey & Engineering	$354,073.00
Planning Fees	$35,000.00
Third Party Reports	$50,000.00
Legal	$50,000.00
Accounting, Administration, Consulting	$50,000.00
TOTAL PREDEVELOPMENT BUDGET	$564,073.00

Exhibit B

PREDEVELOPMENT SCHEDULE

NOVIN DEVELOPMENT

South Lake Tahoe
Project Timeline

Budget Version v1.0
as of date 4/24/2024

MILESTONE	ESTIMATED DATE
Survey	June 2024
City's TCAP Approval from TRPA	July 2024
Schematic Design	July 2024
Design Approval - TRPA & CSLT	December 2024
Soft Funding Application(s)	2025-2026
Tax Credit Application(s)	2026
Construction Start	180 Days After Tax Credit Award

Exhibit C

FORM OF PREDEVELOPMENT NOTE

PREDEVELOPMENT LOAN PROMISSORY NOTE
FOR
3900/3908 LAKE TAHOE BLVD.

$564,073.00 South Lake Tahoe, California
_____, 202

FOR VALUE RECEIVED, the undersigned NDC LAKE TAHOE LP, a California limited partnership (**"Maker"**) promises to pay to the order of the CITY OF SOUTH LAKE TAHOE, a municipal corporation (**"Holder**,**"** or **"Lender"**), or order, at City of South Lake Tahoe, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 or at such other place as Lender may from time to time designate in writing, the principal sum of Five Hundred Sixty Four Thousand Seventy Three and 00/100 Dollars $564,073.00 or so much thereof as may be advanced and outstanding, in lawful money of the United States.

1. This Note evidences the **"Predevelopment Loan"** as defined and described in that certain Predevelopment Loan and Development Agreement, dated of even date herewith, between Maker and Lender (the **"Loan Agreement"**). Collectively this Note, the Loan Agreement and associated documents constitute the **"Loan Documents**.**"** The principal amount of this Note will be disbursed as contemplated and controlled by the Loan Agreement.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement, and the provisions of the Loan Agreement relating to the Predevelopment Loan are hereby incorporated herein by this reference.

2. Principal amount of this Note shall bear interest prior to maturity at the Interest Rate. The principal amount of this Note as stated above, or so much thereof as may be advanced and outstanding, shall be due and payable on the earlier of the following (**"Maturity Date"**):

(a) Termination of the Loan Agreement as provided therein, including without limitation on the Termination Date, for default, or otherwise; and

(b) Upon purchase of the Property by Borrower or a Permitted Assignee, as provided in the Loan Agreement.

(c) Except as otherwise provided in the Loan Agreement, if the loan has not been repaid in full by the Maturity Date, then the Lender's sole recourse shall be limited to any assets assigned to Lender and any additional security granted to Lender under the Loan Documents, including without limitation Borrower's right, title and interest in and to the Predevelopment Work, and any other documents and work product relating to the Project that have been paid for in whole or in part by the Lender as assigned pursuant to the Assignment of Project Documents. The Lender, in its sole discretion, may accelerate repayment if an Event of Default occurs under any Loan Documents after the expiration of the applicable cure periods therein.

(d) This Note may be prepaid in whole or in part at any time, and from time to time without premium or penalty.

3. It is expressly agreed that time is of the essence in this Note and in the event of:

(a) any default in the full and punctual payment of all or part of any installment of principal or interest hereunder as and when the same become due and payable; or

(b) upon the occurrence of any **"Event of Default"** under the Loan Agreement and the expiration of any applicable period of grace within which the Maker may cure the same, there shall be an Event of Default under this Note;

then, in any such event, the Holder hereof, at its option, may declare the entire outstanding principal balance hereof, together with all costs, fees, expenses, charges for collection, including reasonable attorneys' fees (which shall include outside counsel fees and all allocated costs of Holder's in-house counsel), and costs for declaratory relief, arbitration, prosecution or defense of any action related to this Note, to be immediately due and payable in full, without further demand or notice to Maker or to any other party.

4. Failure of the Holder to exercise any rights hereunder with respect to any default shall not excuse such default and shall not constitute the Holder's waiver of the right to the latter exercise thereof, in the absence of a written agreement to the contrary executed and delivered by the Holder hereof and subsequent to such default.

5. All payments hereunder shall be paid in lawful money of the United States, which, at the time of payment, shall be legal tender for the payment of all debts and dues, public and private.

6. All sums received hereunder shall be applied in the following order: first, upon an Event of Default to costs and expenses of the Lender incurred in connection with the Loan, including costs of collection and reasonable attorney's fees, second, to interest, and then to principal.

7. Maker, all endorsers and guarantors hereof, and all others who may become liable for all or any part of the indebtedness evidenced hereby: (i) agree to be jointly and severally bound hereby, as primary obligors; (ii) jointly and severally waive and renounce any and all exception rights, including that of homestead, and the benefit of all valuation and appraisement privileges available to them or any of them pursuant to the Constitution or the laws of the United States or of any state, territory or jurisdiction, as against this debt or any renewal or extension thereof; and (iii) jointly and severally waive presentment for payment, demand, notice of protest, and any and all lack of diligence or delays in collection or enforcement hereof or in bringing suit for the collection hereof or in taking any other action hereunder. Maker and all others who may become liable for all or any part of the indebtedness evidenced hereby further agree with the Holder thereof that said Holder may, without notice, in such manner, on such terms and for such times(s) as the Holder may see fit, increase, extend, or renew this Note, and/or release any maker hereof, and/or substitute or add guarantors, and/or substitute or release all or any part of the collateral (real, personal or mixed) securing this Note, all without any way affecting, impairing, limiting, releasing or foregoing the joint and several liability of Maker and all endorsers and guarantors hereof not so released. The foregoing shall in all events be subject to the limitations on recourse set forth in Section 8 hereof.

8. The recourse of the Lender shall be limited as set forth in this Note and the Loan Agreement. It is agreed that the agreements limiting the exercise of remedies against Borrower or any member of Borrower, shall not:

(a) constitute a release, discharge or waiver of the indebtedness evidenced by

the Note and the indebtedness evidenced by the Note shall continue until satisfied or paid in full;

(b) limit or be construed to limit the personal liability of the Borrower or any member, for the performance of the covenants and obligations under the Loan Documents, other than the covenant to personally pay the indebtedness evidenced by the Note; or

(c) affect any additional remedies or liens which the Lender has for the indebtedness evidenced by the Note and for the enforcement of any rights which the Lender has under the Loan Documents.

9. Maker hereby represents and warrants to, and covenants with, Lender that the entire proceeds hereof have been or will be used for the purpose of eligible Predevelopment Costs incurred by Maker for the Project pursuant to the Loan Agreement.

10. The rights and obligations created hereunder shall be construed and enforced according to, and shall be governed by, the laws of the State of California applicable to contracts executed and wholly performed in that State.

11. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions hereof invalid or unenforceable.

WITNESS the following signatures.

NDC LAKE TAHOE LP

By: NDC Lake Tahoe LLC, a California limited liability company

Its: General Partner

By: Novin Development Corp., a California corporation

Its: Sole Member

By: 
Iman Novin (May 23, 2024 12:48 PDT)

Name: Iman Novin

Its: President

Date: 05/23/2024

Exhibit D

FORM OF ASSIGNMENT AGREEMENT

(Attached)

ASSIGNMENT OF PROJECT DOCUMENTS
3900/3908 LAKE TAHOE BLVD.

THIS ASSIGNMENT OF PROJECT DOCUMENTS (the **"Assignment"**) is made as of _____, 202_ by NDC LAKE TAHOE LP, a California limited partnership (the **"Borrower"**) in favor of the CITY OF SOUTH LAKE TAHOE, a municipal corporation (the **"City"** or **"Lender"**).

WHEREAS, pursuant to terms more specifically described in a loan agreement between Lender and Borrower of even date herewith (the **"Loan Agreement"**), Lender intends to lend to Borrower up to _____ and 00/100 Dollars ($_____) (the "**Predevelopment Loan**") to cover City-approved and budgeted predevelopment costs (**"Predevelopment Costs"**) to be paid to certain of Borrower's consultants, contractors, professionals, or suppliers (including its architect, **"Contractors"**) for studies, site investigation, feasibility analyses, architectural and engineering services, and preparation of applications for entitlements and construction and permanent financing (the "**Predevelopment Work**") related to a potential housing project development at 3900/3908 Lake Tahoe Blvd. in South Lake Tahoe, California (as further described in the Loan Agreement, the **"Project"**); and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the performance by Lender of its obligations under the Loan Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Unless expressly defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. As security for the Predevelopment Loan, Borrower hereby grants, transfers and assigns to Lender, all the right, title and interest of Borrower in (i) the Predevelopment Work.

3. This Assignment is given for the purpose of securing the payment of all sums, now or at any time due Lender under any of the Loan Documents and any extensions, modifications, amendments and renewals thereof, and the performance and discharge of the obligations, covenants, conditions and agreements of Borrower contained in any of the Loan Documents. Borrower hereby consents to the Lender filing one (or more) financing statements, from time to time, with the California Secretary of State to evidence the assignment of the Predevelopment Work. Lender does not assume any of Borrower obligations or duties under any Predevelopment Work, including, but not limited to, the obligation to pay for the preparation of any Predevelopment Work unless and until the Lender exercises its rights pursuant to this Assignment.

4. Borrower hereby irrevocably appoints Lender as its attorney-in-fact, which power is coupled with an interest, so that Lender shall have the right to demand, receive, and enforce any and all of Borrower's rights with respect to the Predevelopment Work, and to perform any and all acts in the name of Borrower or in the name of Lender with the same force and effect as if performed by Borrower in the absence of this Assignment, upon the occurrence and during the continuance of an event which, with notice or the passage of time or both, would constitute an Event of Default under the Loan Documents, or following any termination thereunder. Until such occurrence and upon Borrower's cure of any Event of Default permitted by the Loan Documents,

Borrower shall be entitled to exercise all rights pertaining to the Predevelopment Work.

5. Borrower agrees as follows:

(a) Borrower will faithfully abide by, perform and discharge each and every obligation, covenant, condition and agreement of the Predevelopment Work and all agreements relating thereto to be performed by Borrower and in accordance with the exercise of prudent business judgment, to enforce performance by the other parties thereto of each and every obligation, covenant, condition and agreement to be performed by each such other party.

(b) During the continuance of an Event of Default under the Loan Documents, or following termination thereof, Lender may use Predevelopment Work for any lawful purpose without restriction except (if any) as may be provided in the Loan Agreement.

(c) During the continuance of an Event of Default under the Loan Documents or following termination thereof, Lender may, at its option, without notice and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court at any time hereafter, enforce for its own benefit any one or all of the Predevelopment Work. The exercise of any rights under this Assignment shall not be deemed to cure or waive any default under any of the Loan Documents or waive, modify or affect any notice of default or Lender right to terminate under any of the Loan Documents or invalidate any act done by Lender pursuant to or following such notice.

(d) Each of the parties to any of the Predevelopment Work or agreement relating thereto other than Borrower, upon written notice from Lender of the continuance of an Event of Default or termination under the Loan Documents, shall be and hereby is authorized by Borrower to perform their respective agreements for the benefit of Lender in accordance with the terms and conditions thereof without any obligation to determine whether or not such an Event of Default or termination under the Loan Documents has in fact occurred and continues.

(e) Before submitting to Lender a disbursement request to pay any Contractor, Borrower shall have provided Lender a Contractor Consent if required in the Loan Agreement.

6. Borrower hereby covenants and represents to Lender that: (a) Borrower has not previously assigned, sold, pledged, transferred, mortgaged, hypothecated or otherwise encumbered the Predevelopment Work or any of them or its right, title and interest therein; (b) Borrower shall not assign, sell, pledge, transfer, mortgage, hypothecate or otherwise encumber its interests in the Predevelopment Work or any of them except that Borrower may do so in connection with the financing of the Project; (c) Borrower has not knowingly performed any act that might prevent Borrower from performing its undertakings hereunder or that might prevent Lender from operating under or enforcing any of the terms and conditions hereof or that would limit Lender in such operations or enforcement; (d) Borrower is not in default under any of the Predevelopment Work or agreement relating thereto, and to the best knowledge of Borrower, no other party to the respective Predevelopment Work or agreement relating thereto is in default thereunder; (e) except as provided in the Loan Agreement (if any), no amendments to any material terms of the Predevelopment Work or agreement relating thereto will be made without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or conditioned; and (f) Borrower will deliver a copy of any Predevelopment Work (or the original at Lender's request) paid for by the Predevelopment Loan as reasonably requested by Lender.

7. All notices, demands or documents that are required or permitted to be given or served hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed in the manner set forth in the Loan Agreement.

8. Any provision in the Loan Agreement that pertains to this Assignment shall be deemed to be incorporated herein as if such provision were fully set forth in this Assignment. In the event of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. A provision in this Assignment shall not be deemed to be inconsistent with the Loan Agreement by reason of the fact that no provision in the Loan Agreement covers such provision in this Assignment.

9. This Assignment is made for collateral purposes only, and the duties and obligations of Borrower under this Assignment shall terminate when all sums due Lender under the Loan Documents are paid in full and all obligations, covenants, conditions and agreements of Borrower contained in the Loan Documents are performed and discharged.

10. This Assignment shall be governed by the laws of the State of California applicable to contracts executed and wholly performed in that state

11. It is expressly intended, understood and agreed that this Assignment and the other Loan Documents are made and entered into for the sole protection and benefit of Borrower and Lender and their respective successors and assigns (but in the case of assigns of Borrower, only to a Permitted Assignee as permitted in the Loan Agreement); that no other person or persons shall have any right at any time to action hereon or rights to the proceeds of the loan evidenced and secured by the Loan Documents; that such loan proceeds do not constitute a trust fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any such undisbursed loan proceeds at any times and that Lender shall have a lien upon and right to direct application of any such undisbursed loan proceeds as provided in the Loan Documents.

12. The relationship between Lender and Borrower is solely that of a lender and borrower, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than lender and borrower.

13. Borrower and Lender intend and believe that each provision in this Assignment comports with all applicable local, state or federal laws and judicial decisions. However, if any provision or provisions or if any portion of any provision or provisions in this Assignment is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy, and if such court should declare such portion, provision or provisions of this Assignment to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Borrower and Lender that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein and that the rights, obligations and interests of Borrower and Lender under the remainder of this Assignment shall continue in full force and effect.

IN WITNESS WHEREOF, Borrower has duly executed this Assignment on the day and year first above written.

NDC LAKE TAHOE LP

By: NDC Lake Tahoe LLC, a California limited liability company

Its: General Partner

By: Novin Development Corp., a California corporation

Its: Sole Member

By: 
Iman Novin (May 23, 2024 12:48 PDT)

Name: Iman Novin

Its: President

Date: 05/23/2024

Schedule 1

Form of Contractor's Consent (including Architect)

CONSENT AND AGREEMENT OF CONTRACTOR

The undersigned _____ (**"Contractor"**) hereby acknowledges and consents to the assignment to the City of South Lake Tahoe, a municipal corporation (**"City"**) of its contract with NDC Lake Tahoe LP, a California limited partnership (**"Borrower"**) titled "_____" dated _____, 202_(the **"Contract"**), pursuant to that certain Assignment of Project Documents (the "**Assignment**") that serves as security for a loan from the City ("**Lender**") to Borrower. Contractor agrees to recognize, honor and be bound by the terms, provisions and conditions of the Assignment.

1. Contractor agrees:

   (a) to furnish Lender copies of all written notices of default given by Contractor to Borrower with respect to any failure of Borrower to perform under the Contract,;

   (b) to accept any such performance by Lender as performance by the Borrower; and

   (c) so long as Lender commences to cure or cause to be cured any such breach, and the cure is carried on with due diligence (or in the case of a breach of Borrower's payment obligations to the Contractor, so long as Lender pays or causes to be paid any sums payable from time to time by Borrower to Contractor under the Contract within a reasonable time after the same become due), then Contractor will continue to meet its obligations fully under the Contract and will not terminate the Contract, suspend work thereunder or place a lien or encumbrance on the Project.

2. Contractor acknowledges and agrees that Lender shall have no obligation to commence or continue the cure of any such breach or to pay or perform any obligation of Borrower to the Contractor except to the extent provided in the foregoing Assignment.

3. Contractor waives all recourse against Lender for all claims, whether amounts are due or otherwise, which it may have against Borrower first accruing or arising prior to any Event of Default or termination under Borrower's Loan Documents with Lender.

4. Contractor hereby expressly waives all Contract provisions that would impair, hinder or prevent the making of the Assignment by Borrower or the Lender's enforcement thereof.

5. Contractor hereby represents and warrants to Lender that the Contract is in full force and effect on the date hereof and has not been amended or modified and that there are no uncured breaches thereof by any party thereto.

6. Contractor further agrees that:

   (a) Without Lender's prior written approval, Contractor will not enter into any agreement terminating, amending or modifying the terms, provisions or conditions of the Contract in any material respect;

(b) Without Lender's prior written approval, Contractor will not transfer or assign the Contract;

(c) Contractor will deliver simultaneously to Lender copies of all change order requests delivered to Borrower;

(d) Upon any Event of Default or Lender termination under any of the Loan Documents, Lender shall have an absolute right to use and copy all drawings, plans, work products, including all copyrights and other rights relating thereto, and/or specifications and other materials prepared by or for Contractor with respect to the Project; and

(e) Upon Lender's request, Contractor will provide Lender a schedule showing all amounts earned by the Contractor under the Contract.

7. All notices, requests, demands, approvals, or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to Contractor: [*INSERT NAME AND ADDRESS*]

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

With a copy to: City Attorney
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

A copy of all notices under this Agreement shall also be delivered to Borrower.

If to Borrower: NDC Lake Tahoe LP
1990 North California Blvd., Suite 800
Walnut Creek, CA 94596
Attention: Iman Novin
Email: inovin@novindevelopment.com

With a copy to: SMR Development LLC,
529 N. Hillview Drive
Boise, ID 83712
Attention: Shellan Rodriguez
Email: shellan@smrdevelopment.com

8. This Consent and Agreement of Contractor shall bind the Contractor and its representatives, successors and assigns, and shall inure to the benefit of Lender and Lender's successors and assigns, including, without limitation, any subsequent holder of the Predevelopment Note.

9. All capitalized terms used herein shall have the meanings ascribed such terms in the Loan Agreement unless otherwise expressly defined herein.

[CONTRACTOR NAME]

By: _____
Name:
Title:

Date:

Exhibit E

INSURANCE REQUIREMENTS

Borrower and all contractors working on behalf of Borrower on the Project shall maintain a commercial general liability policy in the amount of One Million Dollars ($1,000,000) combined single limit per occurrence, or such other policy limit as City may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the City and its officers, officials, agents, employees, and representatives as additional insureds.

All contractors working on behalf of Borrower shall maintain a comprehensive automobile liability coverage in the amount of One Million Dollars ($1,000,000), combined single limit including coverage for vehicles owned by such contractor, if any, and shall furnish or cause to be furnished to City evidence satisfactory to City that contractor with whom Borrower has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the City and its officers, officials, agents, employees, and representatives as additional insureds.

Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Prior to undertaking any activity to be paid or reimbursed using the Predevelopment Loan, Borrower shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. Coverage provided by Borrower shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Borrower shall provide City with certified copies of the required insurance policies upon request of City.

Exhibit F

CERTIFICATION OF REQUEST FOR PAYMENT OF PREDEVELOPMENT COSTS

Along with each request to City for funds relating to Predevelopment Costs under the Predevelopment Loan, Borrower shall furnish the following certification or the disbursement shall not be made. All terms used herein shall have the meaning given to them in the Predevelopment Loan and Development Agreement (**"Loan Agreement"**).

The undersigned certifies that:

(a) The amounts requested are only for Predevelopment Costs, or reimbursement of Predevelopment Costs paid, in accordance with the Loan Agreement, and are included in the items and amounts described in Loan Agreement Exhibit A.

(b) Certain payments to Contractors have been made by Borrower, and Borrower is requesting reimbursement for such costs in the amount of $_____. Evidence of payment of such costs included with the request for disbursement accompanying this Certification.

(c) If the Loan Agreement requires an executed Contractor Consent for any Contractor for which a disbursement is sought, such a Contractor Consent has been provided to the City.

(d) Borrower is in full compliance with each Contractor Contract, and none of the Contractors is in default under their Contractor Contract.

(e) This request for funds does not include any amounts that Borrower intends to withhold or retain from a Contractor.

[SIGNATURE PAGE FOLLOWS]

NDC LAKE TAHOE LP

By: NDC Lake Tahoe LLC, a California limited liability company

Its: General Partner

By: Novin Development Corp., a California corporation

Its: Sole Member

By: Iman Novin (May 23, 2024 12:48 PDT)

Name: Iman Novin

Its: President

Date: 05/23/2024

NOVIDEV-01 MVARGAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2024

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

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

PRODUCER Acrisure Partners West Coast Insurance Services, LLC 1950 W Corporate Way #1 Anaheim, CA 92801	CONTACT NAME: Mayra Vargas PHONE (A/C, No, Ext): (408) 350-5700 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Kinsale Insurance Company — 38920
INSURED Novin Development Corp. 1900 N. California Blvd, #800 Walnut Creek, CA 94596	INSURER B : Hiscox Insurance Company Inc. — 10200
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	01002758160	12/29/2023	12/29/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			01002770750	1/5/2024	12/29/2024	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili			ANE4781849.23	6/6/2023	6/6/2024	Aggr & Each Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of South Lake Tahoe are additionally insured as required by contract/written agreement.

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US-BLANKET

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100275816-0	01/26/2024 12:01AM at the Named Insured address shown on the Declarations	Novin Development Corp
Additional Premium: $0	*Return Premium:* $0	

Policy Change Number: 2

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SECTION IV – CONDITIONS, 8. Transfer of Rights of Recovery against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of "your work" done under a written contract with that person or organization wherein you have agreed to provide this waiver.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100275816-0	01/26/2024 12:01AM at the Named Insured address shown on the Declarations	Novin Development Corp
Additional Premium: $0	*Return Premium:* $0	

Policy Change Number: 2

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE
PRODUCTS POLLUTION LIABILITY COVERAGE
PREMISES ENVIRONMENTAL LIABILITY INSURANCE COVERAGE
ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The insurance provided to Additional Insureds shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER: 23-PIP-18490

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTOR'S NAME
City of South Lake Tahoe

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2027

3. The maximum amount of this Agreement is:
$620,000.00

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
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PIP Terms and Conditions	12
Exhibit E	Program-Specific Provisions and Special Conditions	5
	TOTAL NUMBER OF PAGES ATTACHED	25

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: 1901 Lisa Maloff Way, Suite 210
CITY: South Lake Tahoe
STATE: CA
ZIP: 96150

PRINTED NAME OF PERSON SIGNING: Joseph Irvin
TITLE: City Manager

CONTRACTOR AUTHORIZED SIGNATURE
DATE SIGNED: 12/2/2024

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS: 651 Bannon Street
CITY: Sacramento
STATE: CA
ZIP: 95811

PRINTED NAME OF PERSON SIGNING: Edona Evans
TITLE: Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE
DATE SIGNED: 12/3/2024

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Health and Safety Code section 50470, subdivision (b)(2)(C)(i), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Prohousing Incentive Program ("PIP" or the "Program" as defined in Attachment C of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d) ("PIP Statute"), the Department has issued the Prohousing Incentive Program Guidelines and Notice of Funding Availability ("NOFA") dated January 23, 2024, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance to accelerate housing production for housing related projects and programs that assist in addressing the unmet housing needs of their local communities pursuant to the terms of the PIP Statute, Guidelines and NOFA, and Permanent Local Housing Allocation (PLHA) Statute and Guidelines, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the PIP Statute, Guidelines and NOFA, and PLHA Statute and Guidelines, and this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2, Grant and Reimbursement Limit.

3. Definitions

Terms not otherwise defined herein shall have the same meaning as definitions set forth in Health and Safety Code Section 50470 and Attachment C of the PIP Guidelines and Definition Section (Section 101) of the PLHA Guidelines.

4. Scope of Work

EXHIBIT A

The "Scope of Work" or "Work" for this Agreement shall be used to accelerate housing production for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. Uses shall consist of one or more of the eligible uses described in Guidelines set forth in the PIP Application, Exhibit E of this Agreement and any other supplemental forms prescribed by the Department in full accordance with this Agreement, PIP Guidelines and PLHA Guidelines Section 301. Where eligible uses in PIP Guidelines Section 601 differ from PLHA Guidelines Section 301, the Department will defer to PLHA Guidelines except for eligible uses 7 (accessibility modifications) and 10 (fiscal incentives).

A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in the PIP and PLHA Statute and Guidelines are "activity costs" and not subject to the cap on "administrative costs." A Local government may share any funds available for administrative costs with entities that are administering its allocation.

The Scope of Work may in no event be revised or altered without the Department's prior written consent and approval, and such consent and approval is within the Department's sole and absolute discretion. The Department reserves the right, but assumes no obligation, to review and approve any and all Work.

5. Department Contract Coordinator

The Department's Contract Coordinator of this Agreement is the Housing Policy Development Senior Program Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by email to the Department Contract Coordinator at ProhousingIncentive@hcd.ca.gov.

6. Grantee Contract Coordinator

The Grantee's Contract Coordinator for this Agreement is the Authorized Representative listed below.

Authorized Representative Name:	Joseph Irvin
Authorized Representative Title:	City Manager
Agency Name:	City of South Lake Tahoe

EXHIBIT A

Address:	1901 Lisa Maloff Way, Suite 210 South Lake Tahoe, CA 96150
Phone Number:	(530)542-6043
Email Address:	jirvin@cityofslt.us

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

   A. Grantee has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement on the basis of, and in reliance on fact, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

   B. The Grantee warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading, in such a manner that would substantially affect the Department's approval, disbursement, reimbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

   The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding provided, shall be final. The maximum total amount granted and disbursable to the Grantee pursuant to this Agreement shall not exceed $620,000.00.

3. Grant Timelines

   A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").

   B. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement as described in Exhibit D(1).

   C. All reimbursement requests for Grant funds must be submitted to the Department no later than March 30, 2026.

   D. Upon completion of all deliverables within the Standard Agreement and prior to processing final invoicing, the awardee shall submit a Close Out Report.

EXHIBIT B

E. The Grantee shall deliver to the Department all supporting documents of Work performed on or before March 30, 2026, to ensure meeting the June 30, 2026, expenditure deadline. Under special circumstances, as determined by the Department, the Department may modify the March 30, 2026, reimbursement deadline but may not go beyond the expenditure deadline.

F. It is the responsibility of the Grantee to monitor the project and timeliness of requests for reimbursement before the expenditure deadline.

G. The grant term ends on June 30, 2027.

4. Conditions of Reimbursement

A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.

B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the Scope of Work.

C. A Grantee that receives funds under this Program may use a subcontractor. The subcontractor shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.

D. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables as set forth in the PIP Application, Exhibit E of this Agreement, and any other supplemental forms prescribed by the Department and subject to the terms and conditions of this Agreement. Applicants may request disbursements in advance of activity initiation under unique and/or unusual circumstances including but not limited to feasibility, lack of resources, or unavailability of funds.

E. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term until the expenditure deadline will be reimbursable.

F. Approved and eligible costs incurred prior to the NOFA date are ineligible, unless otherwise approved by the Department.

EXHIBIT B

G. The Contractor may request that eligible uses or grant funds may be revised without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final.

5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work and within the terms and conditions

6. Fiscal Administration

A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PIP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Prohousing Incentive Program grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final.

B. Prior to receiving grants, the Grantee shall submit the following documentation:

1) Government Agency Taxpayer ID Form (GovTIN; Fi$cal form).

2) A Request for Funds on a form and manner provided by the Department; and

3) Any and all additional documentation that may be requested by the Department in the prescribed form and manner.

C. Grant fund payment will be made on a reimbursement basis. Project invoices will be submitted to the Department by the grantee on a quarterly basis or, if earlier, upon completion of deliverables.

D. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.

E. Work must be completed prior to requesting reimbursement, unless otherwise approved by the Department.

EXHIBIT B

F. Grant funds cannot be reimbursed until this Standard Agreement has been fully executed.

G. The Grantee will be responsible for compiling all invoices and supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. Failure to provide requested documentation to HCD could result in exclusion from consideration for grants in future program years.

H. Supporting documentation may include but is not limited to purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenses in accordance with the Grantee's PIP Application and the PIP Guidelines.

I. The Grantee will submit documentation to the Department detailing actual costs incurred, which must be based on clear and completed objectives and deliverables as outlined in the PIP Application, Exhibit E of this Agreement, and any other supplemental forms prescribed by the Department

J. In unique and/or unusual circumstances, the Department may consider alternative arrangements (e.g., disbursements in advance of activity initiation) to reimbursement and payment methods. Unusual circumstances include but are not limited to feasibility, unavailable funds or lack of resources and substantial progress in expenditure.

K. The Department may withhold Grant funds until the grant terms have been fulfilled.

L. The Department may withhold eligible Program Grants in future program years until terms of this Agreement have been fulfilled to the satisfaction of the Department.

7. Budget Contingency Clause

A. The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of PIP funds and continued state authorization for PIP activities. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state legislation and/or regulations. If funding for any fiscal year is reduced or deleted

EXHIBIT B

for purposes of this program, the Department shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the Department, or amend the current Agreement and amount allocated to Grantee.

EXHIBIT D

PIP TERMS AND CONDITIONS

1. Effective Date, Commencement of Work

This Agreement is effective upon the date of the Department representative's signature on page one of the full executed Standard Agreement, STD 213. Grantee agrees that work under this Agreement shall not commence until execution of the STD 213, (the "Effective Date").

2. Strict Compliance

Grantee will strictly comply with the terms, conditions and requirements of the PIP Statute, Guidelines and NOFA, and PLHA Statute and Guidelines, and this Agreement.

3. Contractor's Application for Funds

A. Grantee has submitted to the Department an Application for a Grant under the Program.

B. Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge.

4. Eligible Activities

A. Grant funds awarded to the Grantee and expended by either the Grantee or any entity to which Grantee awards funds shall be used for the eligible activities set forth in Exhibit A(4). The following additional requirements shall apply:

B. Each Grantee shall submit a Plan contained in Exhibit E detailing:

1) The manner in which allocated funds will be used for eligible activities.

2) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

3) The following for each proposed Activity:

a) A description of each proposed Activity and the percentage of funding allocated to it.

b) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.

EXHIBIT D

c) Where applicable, the period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least fifty-five years.

C. If funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:

1) PIP loan and any interest thereon shall be reused consistent with the Eligible Activities specified in Exhibit A(4); or,

2) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or,

3) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds of the equity-sharing agreement consistent with the Eligible Activities specified in Exhibit A(4).

D. If funds are used for the development of an affordable rental housing project, and the Local government makes the PIP assistance in the form of a loan to the Sponsor of the project, the loan shall be evidenced through a Promissory Note secured by a Deed of Trust.

E. If funds are used as a loan, Grantees are required to implement a program income reuse plan describing how repaid loans and any interest thereon shall be reused for Eligible Activities specified in Exhibit A(4).

5. Scope of Work Revisions and Terms/Amendments

A. Adjustments to the terms within this Agreement must be completed as a contract amendment. Contract amendments must be approved by the Department prior to implementation. If approved, contract amendments shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided in writing, as appropriate. Contract amendments shall include but not be limited to:

1) Changes in the total grant amount;

EXHIBIT D

2) Changes in Payee(s);

3) Changes in the expiration date of this Agreement;

4) Changes to the grant term date;

5) Changes to the Reimbursement Deadline.

B. Revisions to the Scope of Work that may not require a contract amendment will be subject to the review and approval of the Housing Policy Development Senior Program Manager, or Manager's Designee. Such revisions must be approved by the Department prior to implementation. Approval shall be provided in writing, as appropriate. Adjustments to the Scope of Work (Exhibit E) shall include but not be limited to:

1) An increase or reduction of activity scope;

2) Changes to or reallocations among activities that do not change the total award amount;

3) Changes in affordability and level of affordability for each activity;

4) Changes to activity start and/or completion dates.

6. Core Practices

A Grantee or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Grantee or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

7. Monitoring Grant Activities

A. Grantee shall monitor the activities selected and awarded by them to ensure compliance with PIP requirements. An onsite monitoring visit of Subrecipients and any other service providers may occur whenever determined necessary by the Grantee, but at least once during the Grant period.

B. The Department will monitor the performance of the Grantee based on a risk assessment and according to the terms of this Agreement. The Department may

EXHIBIT D

also monitor any Subrecipients of the Grantee as the Department deems appropriate based on a risk assessment.

C. As requested by the Department, the Grantee shall submit to the Department all PIP monitoring documentation necessary to ensure that Grantee and its Subrecipients are in continued compliance with PIP requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Grantee.

8. Reporting/Audits

A. During the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement and other Program requirements with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced herein.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, by April 1 of the year following the receipt of funds, and annually thereafter until funds are expended. The annual report shall contain a detailed report which must include, at a minimum:

1) Identification of the Eligible Activities to which the Grantee committed program funds, and the income levels of households assisted;

2) Amounts awarded to Subrecipients with the activity(ies) identified;

3) Identification of the Eligible Activities upon which the Contractor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and

4) Close out report for contracts that were fully expended and in which all activities funded were completed during the fiscal year.

C. The Department may request additional information, as needed.

D. At any time during the term of the Standard Agreement, the Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

EXHIBIT D

E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.

1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.

2) The Contractor is responsible for the completion of audits and all costs of preparing audits.

3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

9. Retention and Inspection Records

A. The Contractor is responsible for maintaining records, which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.

B. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices.

C. The Eligible Applicant shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the project in accordance with GAAP.

D. The Eligible Applicant must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.

E. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to

EXHIBIT D

performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested.

1) The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the PLHA Statutes, the NOFA, and this Agreement.

F. The Contractor further agrees to retain all records for a period of five years after the end of the term of this Agreement:

1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues, which arise from it.

2) The Contractor also agrees to include in any contract that it enters in an amount exceeding $10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

G. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the Department shall determine the reimbursement method for the amount disallowed.

H. The Contractor shall retain all books and records relevant to this Agreement for a minimum of five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

I. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above. The Grantee shall monitor and enforce subcontracts accordingly.

EXHIBIT D

10. Breach and Remedies of Non-Performance

A. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

B. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

C. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

D. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Standard Agreement.

E. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

F. At any time, if the Department finds the applicant falsely proposed information in the application or as part of the application review, including documentation related to incentive payments (e.g., affordability, enhancements), the Department may require the repayment of funds or decline reimbursement.

G. The Department may, as it deems appropriate or necessary, require the repayment of funds from a grantee, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e).

H. The following shall constitute a breach of this Agreement:

EXHIBIT D

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not approved under this Agreement.

3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

I. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

1) Disqualify the Grantee from applying for future Program Funds or other Department administered grant programs;

2) Revoke existing PIP award(s) to the Grantee;

3) Decline reimbursement of funds;

4) Require the return of unexpended Program funds disbursed under this Agreement;

5) Require repayment of Program funds disbursed and expended under this Agreement;

6) Require the immediate return to the Department of all funds derived from the use of Program funds including, but not limited to recaptured funds and returned funds;

7) Seek, in a court of competent jurisdiction, an order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PIP requirements; and

8) Other remedies available at law, or by and through this Agreement.

J. All remedies available to the Department are cumulative and not exclusive.

K. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

EXHIBIT D

11. Termination

A. The Department may terminate this Agreement at any time for cause by giving a minimum of thirty days' notice of termination, in writing, to the Grantee. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the PIP Statutes, Guidelines or NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Grantee shall be returned to the Department within thirty days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Department has the option to terminate this Agreement under the thirty-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

12. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

13. Relocation

Grantee shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

14. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

EXHIBIT D

15. Third-Party Contracts

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager upon request.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the PIP, the Grantee acknowledges that each partner and/or all entities forming the SB 2 PIP collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.

E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the Prohousing Incentive Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this Section.

F. The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Grantee shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Grantee shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

EXHIBIT D

16. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the Prohousing Incentive Program.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of 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.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Prohousing Incentive Program project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

17. Litigation

EXHIBIT D

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and the Grantee shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

18. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-specific Provisions

   The following are project-specific terms and conditions and shall inform the references made to project-specific information not contained in the Standard Agreement.

2. Budget Detail:

   Grantee has been awarded the following grant activity amounts: $620,000.00

   Estimated allocation may not exceed: $620,000.00

   Payees: City of South Lake Tahoe

   The authorized Payee(s) is/are specified below:

   Name: City of South Lake Tahoe Amount: $620,000.00

3. Consistency with Housing Element Programs:

   Provide a description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

   The PIP grant will be used for implementation of affordable housing options in the City and is consistent with the following adopted policies and programs:

   City General Plan Housing Element

   Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

   Program 1-2 Development of Substandard/Underutilized Sites

   Policy 2-2 The City shall enable opportunities for deed-restricted affordable ownership housing to ensure long-term affordability.

   Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the city.

EXHIBIT E

Program 2-6 Assist Non-Profit Housing Developers

Policy 4-2 The City shall work with surrounding jurisdictions to address the causes of homelessness and the needs of transient homeless persons on a regional basis. The City shall support TCH and El Dorado County Community Services and in its countywide programs address the needs of homeless persons.

Policy 4-4 The City shall provide priority permit processing of projects that are targeted toward special-needs groups, such as seniors, the disabled (including the developmentally disabled), and the homeless, including priority for building plan check, subdivision map review, improvement plans for roadways and utilities, and environmental impact analysis.

Program 4-3 Special-Needs Housing

EXHIBIT E

Project Timeline, Budget, and Statement of Work (Plan):

PROJECT TIMELINE AND BUDGET AND STATEMENT OF WORK						
Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	Notes
Objective – Predevelopment or Development Costs for new construction affordable housing project at 3900 Lake Tahoe Blvd.	City of South Lake Tahoe, Novin Development	$500,000	August 2024	June 2026	75 units are expected to be completed at 3900 Lake Tahoe Blvd.	The project at 3900 Lake Tahoe Boulevard's affordability is expected to be a minimum of 55 years with 75 units at 30% - 80% AMI. The activities in this objective are eligible for PIP funding under PIP Guidelines Section 601 (1).
Subtask – Develop amendment to Predevelopment Loan or new agreement with NDC LLC	City of South Lake Tahoe, Novin Development	$0	November 2024	June 2026	Develop amendment to Predevelopment Loan with NDC or create new agreement outlining construction/development costs. City will take this agreement to City Council on November 5, 2024.	
Subtask – Grant Administration, Compliance & Reimbursement	City of South Lake Tahoe, Novin Development	$0			NDC LLC will submit invoices for work, city staff will review and process for reimbursement.	
Objective- Rehabilitation of 72 units at three different properties purchased with	City of South Lake Tahoe, Tahoe Coalition for the Homeless	$120,000	August 2024	June 2026	72 units completed and 16 beds in the shelter at three different properties will be compliant with City and State Building Codes and the City's Multifamily	The three Project Homekey properties owned by Tahoe Coalition for

EXHIBIT E

Project HomeKey funding					Development Inspection Program.	the Homeless is expected to be a minimum of 55 years of affordability at 30% AMI and below. The activities in this objective are eligible for PIP funding under PIP Guidelines Section 601 (6).
Subtask – Development of agreement with Tahoe Coalition for the Homeless for rehabilitation costs at three properties	City of South Lake Tahoe, Tahoe Coalition for the Homeless	$0	November 2024	June 2026	City will develop an agreement with Tahoe Coalition for the Homeless with rehabilitation needs at three properties to conduct with $120,000. City will take this agreement to City Council on November 5, 2024.	
Subtask - *Grant Administration, Compliance & Reimbursement*	City of South Lake Tahoe, Tahoe Coalition for the Homeless	$0	November 2024	June 2026	Tahoe Coalition for the Homeless will submit invoices for work, city staff will review and process for reimbursement.	
	Total Estimated Cost:	$620,000				

EXHIBIT E

4. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement:

Pursuant to Exhibit D of this Agreement, PIP Program loans and any interest thereon shall be reused consistent with the Eligible Activities specified in Exhibit A(4).

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:6

Agenda Item: Use Agreement with El Dorado County for Multi-Generational Recreation and Aquatics Center

Executive Summary: On January 18, 2022, El Dorado County and the City of South Lake Tahoe entered into the 56-Acre Agreement in which the County and City agreed to a property swap to allow for construction of the new Multi-Generational and Aquatic Center on the preferred site where construction is currently underway. The 56-Acre Agreement anticipated that the parties would subsequently enter into this proposed Use Agreement to address several matters related to the construction and use of the Multi-Generational Center. The Use Agreement covers these matters as well as several issues that have subsequently arisen during construction that require coordination with the County.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Use Agreement with El Dorado County for Multi-Generational Recreation and Aquatics Center

Responsible Staff Member: Heather Stroud, City Attorney

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

Attachments:

01 - Staff Report - Use Agreement.docx
02 - Use Agreement with County.pdf

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

Meeting Date: May 20, 2025

Title: Use Agreement with El Dorado County for Multi-Generational Recreation and Aquatics Center

Location: "56-Acre Property" Near 1000 Rufus Allen Blvd.

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Background: On January 18, 2022, El Dorado County and the City of South Lake Tahoe entered into an Agreement for the Development, Operation and Maintenance of the 56-Acre Property ("56-Acre Agreement"), in which the County and City agreed to a property swap to allow for construction of the new Multi-Generational Recreation and Aquatic Center ("Multi-Generational Center") on the preferred site where construction is currently underway. The 56-Acre Agreement anticipated that the parties would subsequently enter into this proposed Use Agreement to address several matters related to the construction and use of the Multi-Generational Center. The Use Agreement Covers these matters as well as several issues that have subsequently arisen during construction of the Multi-Generational Center that require coordination with the County.

Issue and Discussion: The initial term of the Use Agreement is for fifty (50) years, and is automatically extended on an annual basis up to ninety-nine (99) years, to match the term of the Ground Lease the County and City entered into pursuant to the 56-Acre Agreement. The matters included in the Use Agreement that are required to be addressed by the 56-Acre Agreement are: (1) a location within the new Multi-Generational Center or existing facilities on the 56-Acre Property for the County's senior nutrition program; (2) the City's obligation for snow removal on the County EMS property housing the ambulance facility, and at the County Library upon completion of the Multi-Generational Center; and (3) the cost allocations to the parties for the replacement costs of equipment and appliances in the commercial kitchen and dining room of the Multi-Generational Center based on each party's proportionate use. On these points:

- Section 2.1 provides that the City shall allocate approximately 3,235 square feet of space in the Multi-Generational Center, consisting of the commercial kitchen and dining room, to accommodate the County senior nutrition program, and that this space shall allow for shared use with City programs and activities. Upon completion of the Multi-Generational Center, the County will transition its senior nutrition program from the Senior Center where it currently operates to the allocated space in the Multi-Generational Center.

- Section 2.2 provides that the City will track the hours the allocated space is used by the County senior nutrition program versus all other programs, including City programs and activities and private rentals, and shall maintain a dedicated reserve fund for the allocated space for the purpose of paying for the cost of repairs, replacements, renovations, or upgrades to this space, in an amount equal to two percent of the total asset value of the allocated space including furnishings, fixtures, and equipment. Based on proportional usage, the County will provide to the City its share of this reserve fund annually.

- Section 3 provides the details on the City's obligations to provide snow removal services on the portions of the 56-Acre Property retained by the County.

In addition to these topics, the Use Agreement addresses the following construction-related issues:

- Section 4 provides the County with a non-exclusive license to use a portion of the City's Multi-Generational Center property to install, maintain, repair, and replace County equipment serving the County Library. This equipment consists of HVAC, a generator, and electrical transformer equipment.

- Section 5.1 provides the City with a non-exclusive license to use a portion of the County's Library Property to construct, maintain, repair, and replace certain improvements to the shared parking lot. These improvements consist of electric vehicle charging stations, drainage infrastructure, and pedestrian lighting.

- Section 5.2 provides that the County and City will negotiate a shared parking plan agreement to include joint use and pavement maintenance needs and cost sharing during their annual review meeting.

- Section 5.3 provides that the County will negotiate a permanent easement over the County's Library Property to for a joint utility trench for gas, electricity, and telephone/broadband to serve the Multi-Generational Center. The City installed this joint utility trench during the first phase of construction.

Financial Implications: There are no direct financial implications of entering into this Use Agreement as no money is changing hands between the County and City. The Use Agreement sets forth the parameters for future cost sharing when repairs and maintenance are needed for the allocated senior nutrition space in the Multi-Generational Center and the shared parking lot with the County Library.

Environmental Considerations: In connection with consideration of the 56 Acres Master Plan and the 56-Acre Agreement, on January 18, 2022, the City completed review under the California Environmental Quality Act ("CEQA") and approved a Mitigated Negative Declaration.

This Use Agreement is within the scope of that Mitigated Negative Declaration, and no further environmental review is required under CEQA Guidelines section 15162.

Policy Implications: This action is consistent with Priority 7 (Recreation and Equitable Access for All), specifically Section 7.1 (Complete the New Recreation and Swim Complex and maintain the current complex in the meantime) and Section 7.6 (Partner for Senior Services) in the City of South Lake Tahoe Strategic Plan 2025-2030.

USE AGREEMENT FOR MULTI-GENERATIONAL RECREATION AND AQUATICS CENTER

THIS USE AGREEMENT FOR THE MULTI-GENERATIONAL RECREATION AND AQUATICS CENTER ("**Agreement**") dated as of this ___ day of _____, 2025, the last day of execution (the "**Effective Date**"), is entered into by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation ("**City**"), and EL DORADO COUNTY, a political subdivision of the State of California ("**County**"). The City and County may each be referred to as a "**Party**" or collectively as the "**Parties**."

R E C I T A L S

The following Recitals are a substantive part of this Agreement:

A. The City owns approximately 10.2 acres of property in the City of South Lake Tahoe, also known as Assessor's Parcel Number 026-050-015 (the "**City Property**"), on which the City is constructing a new Multi-Generational Recreation and Aquatics Center (the "**Multi-Generational Center**"). The City Property consists of approximately 1.1 acres of property previously held in City ownership and approximately 9.1 acres conveyed to the City by County by Grant Deed dated June 20, 2022, and recorded in the Official Records of El Dorado County on August 24, 2022 as Document No. 2022-0034737.

B. The County owns approximately 4.3 acres of property in the City of South Lake Tahoe containing the County Library, also known as Assessor's Parcel Number 026-050-020 (the "**County Library Property**"). The County also owns approximately 25.1 acres of property, also known as Assessor's Parcel Number 026-050-018, on which the existing Senior Center building and other facilities are located (the "**County Senior Center Property**"), and which is leased to the City under a ground lease dated June 13, 2022 and recorded with the County Recorder-Clerk on August 24, 2022 as Document No. 2022-0034736 ("**Ground Lease**"), with the exception of a carve-out for the County's ambulance services building and grounds that is not subject to the Ground Lease ("**County EMS Property**").

C. Upon completion of construction, the Multi-Generational Center and County Library will share a parking lot, which is partially on the City Property and partially on the County Library Property ("**Shared Parking Lot**").

D. On January 25, 2022, the County and City entered into an Agreement for Development, Operation and Maintenance of the 56-Acre Property ("**56-Acre Agreement**"), which anticipated that the Parties would subsequently enter into this Use Agreement to address: (1) a location within the Multi-Generational Center or existing facilities on the 56-Acre Property for the County's senior nutrition programs; (2) the City's obligation for snow removal on the County EMS Property, and on the County Library Property upon completion of the Multi-Generational Center; and (3) the cost allocations to the Parties for the replacement costs of equipment and appliances in the commercial kitchen and dining room of the Multi-Generational Center based on each Party's proportionate use. In addition to these topics, the Parties desire to address the following additional issues in this Use Agreement: (4) County maintenance of the

HVAC equipment for the County Library which is located on the City Property; (5) City installation and maintenance of electric vehicle charging stations, drainage infrastructure, and pedestrian lighting, all as part of the construction of the Multi-Generational Center, in the parking lot on the County Library Property; (6) the cost allocations to the Parties for the pavement maintenance and repair costs for the Shared Parking Lot; and (7) an easement over the County Library Property for a joint utility trench for gas, electricity, and telephone/broadband to serve the Multi-Generational Center.

E. In connection with consideration of the 56 Acres Master Plan, also approved on January 18, 2022, and the 56-Acre Agreement, the City completed review under the California Environmental Quality Act ("**CEQA**") and prepared a Mitigated Negative Declaration, which was approved on January 18, 2022. This agreement is within the scope of that Mitigated Negative Declaration, and no further environmental review is required under CEQA Guidelines section 15162.

A G R E E M E N T

NOW, THEREFORE, City and County hereby agree as follows:

1. **REPRESENTATIONS AND WARRANTIES / TERM**.

1.1 **Representations and Warranties.**

(a) **City Representations**. City represents and warrants to County as follows:

(i) **Authority.** City is a municipal corporation of the State of California. City has full right, power and lawful authority to perform its obligations hereunder and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

(ii) **No Conflict.** City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(iii) **Ownership of Property.** City is the owner of the City Property.

(iv) **No Litigation or Other Proceeding.** To City's current actual knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of City to perform its obligations under this Agreement.

Until the expiration or earlier termination of this Agreement, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section (a) not to be true, immediately give written Notice of such fact or condition to County.

(b) **County's Representations.** County represents and warrants to City as follows:

(i) **Authority.** County is a political subdivision of the State of California. County has full right, power and lawful authority to undertake all of its obligations hereunder and the execution, performance and delivery of this Agreement by County has been fully authorized by all requisite actions on the part of County.

(ii) **No Conflict.** County's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which County is a party or by which it is bound.

(iii) **Ownership of Property.** County is the owner of the County Library Property and County Senior Center Property.

(iv) **No Litigation or Other Proceeding.** To County's current actual knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of County to perform its obligations under this Agreement.

Until the expiration or earlier termination of this Agreement, County shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section (b) not to be true, immediately give written Notice of such fact or condition to City.

1.2 **Term.** The term of this Agreement shall be fifty (50) years from the effective date of the Ground Lease (through June 12, 2072), unless and until earlier terminated as provided herein ("**Initial Term**"). The Agreement shall be automatically extended on an annual basis up to a total of ninety-nine (99) years, unless either Party notifies the other Party no later than sixty days prior to the end of the Initial Term, or the then-current term, of a Default (as defined in Section 6.2 below) under this Agreement. If the defaulting Party does not cure the Default as provided herein, the other Party may terminate this Agreement. The Initial Term in addition to any automatic extensions pursuant to this Section 1.2 shall be referred to as the "**Term**."

2. COUNTY SENIOR PROGRAMS.

2.1 **Multi-Generational Center.** In accordance with Section 5.3(b) of the 56-Acre Agreement, the City shall allocate approximately 3,235 square feet of space in the Multi-Generational Center, consisting of a commercial kitchen and dining room to accommodate the County senior nutrition program, which space shall allow for shared use with City programs and activities (**"Shared Senior Nutrition Space"**), as shown in Exhibit "A." Upon completion of the Multi-Generational Center, the County shall transition the senior nutrition program from the Senior Center to the Shared Senior Nutrition Space in the Multi-Generational Center. The City, County, and/or senior organizations may schedule other older adult services and programs in any other space in the Multi-Generational Center through the City's normal scheduling process. The Parties, during their annual meeting, will review and discuss the programs and priorities in the Multi-Generational Center, including the County's and City's commitment to serving seniors and allocation of staff or resources dedicated to such services and programs coordination.

2.2 **Cost Sharing.** The City shall track the number of hours the Shared Senior Nutrition Space is used by the County and the number of hours it is used for all other programs, including City programs and activities and private rentals. The City shall provide the County

with an annual report no later than June 30 of each fiscal year documenting the County's proportional use of the Shared Senior Nutrition Space, which will be provided along with the annual report documenting the City's Net Operating Profits, balance of the Reserve Fund, and the use of the Reserve Fund for expenditures for the 56-Acre Property referenced in Section 4.1 of the Ground Lease. The City shall establish and maintain a dedicated reserve fund for the Shared Senior Nutrition Space for the purpose of paying for the cost of repairs, replacements, renovations, or upgrades to the Shared Senior Nutrition Space ("**Shared Space Reserve Fund**"). The City shall use the Shared Space Reserve Fund for general repair and replacement, renovation and upgrades, and major capital improvement projects, and shall not use the Reserve Fund for periodic, recurring, or routine maintenance. The Shared Space Reserve Fund shall be set at an amount equal to two percent (2%) of the total asset value of the Shared Senior Nutrition Space including furnishings, fixtures, and equipment. Commencing the first year following completion of the Multi-Generational Center, and annually thereafter no later than 30 days after receiving the City's annual report, the County shall provide to the City its proportional share of the Shared Space Reserve Fund. The City intends to fund its portion of the Shared Space Reserve Fund within the Reserve Fund referenced in Section 4.1 of the Ground Lease.

2.3 **Use of Senior Center.** Upon completion of the Multi-Generational Center, the County, at its option, may elect to continue providing older adult services and programs at the Senior Center in addition to those provided at the Multi-Generational Center.

3. **SNOW REMOVAL**.

3.1 **County Library Property.** Upon completion of the Multi-Generational Center, and for as long as the County Library Property is in use, the City will provide snow removal services to the County Library Property, to include the driveway, parking lot, and walkways.

3.2 **County EMS Property.** The City will continue to provide snow removal services to the County EMS Property for as long as it is in use, to include the driveway, parking lot, and walkways.

3.3 **Snow Storage**. The City may store snow it has removed from the County Library Property, County EMS Property, and other paved surfaces within the 56 Acres Property in convenient location(s) on the 56 Acres Property within the City's reasonable discretion that will not impede facility access or parking.

3.4 **Snow Removal Frequency and Level of Service.** Snow removal services on County Library Property and County EMS Property shall be provided to each facility in the order listed below and according to the access requirements for each facility. Parking lots, handicap parking spaces, driveways, walkways, and sidewalks shall be cleared when the snow level at the facility is at or has exceeded three (3) inches of snow accumulation. Priority one (1) locations require that when the specified accumulation exists, snow removal shall be provided twenty-four (24) hours per day, from November 1 to April 30. Snow stakes shall be installed and maintained for the purpose of delineating and identifying the parking lots, driveways, sidewalks, and walkways.

Access Requirements							
Priority	Address	Facility Description	24 hour / 7day access required	Snow Removal by:	Weekdays	Weekends	Holidays
1	3066 Lake Tahoe Blvd	Cal Tahoe JPA Ambulance Services	Yes	Clear At All Times	Yes	Yes	Yes
2	1000 Rufus Allen Blvd	Library-Public Access	No	9:00am	Tuesday-Friday	Saturday	No
2	1000 Rufus Allen Blvd	Library-Employee Parking	No	8:00am	Monday-Friday	Saturday	No

4. **MAINTENANCE OF COUNTY HVAC EQUIPMENT ON CITY PROPERTY.**

4.1 The City hereby provides the County a non-exclusive license to use a portion of the City Property to install, maintain, repair, and replace the County's HVAC, generator, and electrical transformer equipment which serves the County Library, as shown on Exhibit "B." The City shall grant no rights inconsistent with the reasonable exercise by the County of its rights to maintain, repair, and replace its HVAC equipment under this license. The County shall, at its sole cost and expense, obtain any and all permits which may be required by any law, regulation, or ordinance with respect to its HVAC equipment. If the County removes or relocates its HVAC equipment, then the County shall restore the license area to the same condition it was prior to the County's use within thirty (30) business days after the relocation or removal of the HVAC equipment.

5. **SHARED PARKING LOT**.

5.1 **City Infrastructure.** As part of the construction of the Multi-Generational Center, the City intends to construct improvements in the Shared Parking Lot including asphalt paving modifications, electric vehicle charging stations, drainage infrastructure, and pedestrian lighting as shown on Exhibit "B" ("**Shared Parking Lot Improvements**"). The County hereby provides the City a non-exclusive license to use a portion of the County Library Property to construct, maintain, repair, and replace the Shared Parking Lot Improvements. Prior to commencing the Shared Parking Lot Improvements on County Library Property, City shall submit at least ten (10) days in advance its proposed schedule therefor, including the City's proposed hours of work, for review and approval by the County, which approval will not be unreasonably conditioned, delayed, or withheld, provided the City agrees to coordinate and cooperate with the County in the performance of the Shared Parking Lot Improvements so as not to unreasonably interfere with Library operations during operating hours. The County shall grant

no rights inconsistent with the reasonable exercise by the City of its rights to maintain, repair, and replace the Shared Parking Lot Improvements under this license. The City shall, at its sole cost and expense, obtain any and all permits which may be required by any law, regulation, or ordinance with respect to the Shared Parking Lot Improvements. If the City removes or relocates some or all of the Shared Parking Lot Improvements, then the City shall restore the affected portion of the license area to the same condition it was prior to the City's use within thirty (30) business days after the relocation or removal of the Shared Parking Lot Improvements. The City is responsible for the utility costs associated with the Shared Parking Lot Improvements.

5.2 **Parking Plan and Pavement Maintenance.** The Parties will discuss and negotiate a shared parking plan agreement to address the Parties' joint use of the Shared Parking Lot spaces, including pavement maintenance needs and cost sharing, during their annual review meeting.

5.3 **Easement for Joint Utility Trench.** As part of the construction of the Multi-Generational Center, the City constructed a joint utility trench for gas, electricity, and telephone/broadband to serve the Multi-Generational Center, which was necessarily located in a portion of the County Library Property, as indicated on Exhibit "B." The Parties will negotiate a permanent easement for the joint utility trench.

6. ANNUAL REVIEW, DEFAULTS AND REMEDIES.

6.1 **Annual Review**. The Parties shall meet at least once a year to review the status of the terms of the Agreement and to ensure adequate communication and strengthen the relationship between the Parties. Prior to the annual meeting date, each Party shall submit to the other Party an update on its compliance with the terms and obligations of this Agreement. This annual review shall be completed in conjunction with the annual review set forth in Section 7.1 of the 56-Acre Agreement.

6.2 **Default Remedies.** Failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following Notice shall constitute a "Default" under this Agreement. A Party claiming a Default shall give written Notice of Default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against the other Party if such Party within 60 days following receipt of such Notice of Default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence.

6.3 **Dispute Resolution**. In the event that the Party receiving a Notice of Default disputes the allegations or is not intending to cure, correct or remedy the alleged default, the Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, mediation may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

6.4 **Institution of Legal Actions.** Except as otherwise specifically provided herein, upon the occurrence of a Default, the Parties have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any

Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Parties' remedies in the event of a Default shall be limited to obtaining specific performance or injunctive relief. Such legal actions must be instituted in the Superior Court of the County of El Dorado, State of California, or in the Federal District Court for the Eastern District of the State of California. Neither Party shall have the right to recover any consequential, punitive or special damages.

6.5 **Termination.** This Agreement may be terminated by mutual consent of the Parties.

6.6 **Rights and Remedies Are Cumulative.** The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party, except as otherwise expressly provided herein.

6.7 **Inaction Not a Waiver of Default.** Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7. **GENERAL PROVISIONS**.

7.1 **No Assignment.** The qualifications and identity of the Parties are of particular concern and material considerations for entering into this Agreement. Neither Party shall have the right during the Term to assign all or any portion of its rights, obligations or interests under this Agreement.

7.2 **Mutual Indemnity.**

(a) County shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City and its officers, employees, agents and representatives, harmless from any and all liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs ("**Claims**") to the extent caused by any of County's activities under this Agreement or by anyone directly or indirectly employed or contracted with by County and whether such Claims shall accrue or be discovered before or after termination of this Agreement.

(b) City shall indemnify, defend (with counsel reasonably acceptable to County), protect and hold County and its officers, employees, agents and representatives, harmless from any and all Claims to the extent caused by any of City's activities under this Agreement or by anyone directly or indirectly employed or contracted with by City and whether such Claims shall accrue or be discovered before or after termination of this Agreement.

7.3 **Compliance with Laws; Indemnity and Waiver.** Both City and County shall carry out all work and development under this Agreement in conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders and decrees, of the United States, the State

of California, the County of El Dorado, the City, and of any other political subdivision or instrumentality exercising jurisdiction (collectively, the "**Governmental Requirements**"), including all state labor laws and standards; the County zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the South Lake Tahoe City Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq*., Government Code Section 4450, *et seq*., Government Code Section 11135, *et seq*., and the Unruh Civil Rights Act, Civil Code Section 51, *et seq*. Each Party shall defend, indemnify and hold harmless the other Party and its officers, employees, volunteers, agents and representatives from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs, arising out of or in any way connected with the first Party's failure to comply with all Governmental Requirements.

7.4 **Notices, Demands and Communications between the Parties.** Any approval, disapproval, demand, document or other notice ("**Notice**") which either Party may desire to give to the other Party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the Party to whom the Notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice.

To City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attention: Joseph D. Irvin, City Manager

To County: El Dorado County
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
Tiffany Schmid, County Chief Administrative Officer

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent by certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

7.5 **Enforced Delay; Extension of Times of Performance.** Subject to the limitations set forth below, performance by either Party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation, including court delays; or unusually severe weather; acts or omissions of the other Party. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the Party claiming such extension is sent to the other

Party within 30 days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and County.

7.6 **Relationship between City and County.** It is hereby acknowledged that the relationship between City and County is not that of a joint venture and that City and County shall not be deemed or construed for any purpose to be the agent of the other.

7.7 **Approvals and Actions.** Whenever a reference is made herein to an action or approval to be undertaken by either Party, the City Manager of City or County Chief Administrative Officer of County, as applicable, or his or her designee is authorized to act on behalf of such Party, unless specifically provided otherwise or the context requires otherwise.

7.8 **Counterparts.** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original.

7.9 **Integration.** This Agreement, including the exhibits hereto, contain the entire understanding between the Parties relating to the transactions contemplated by this Agreement. Each Party is entering this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

7.10 **Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise. References to specific section numbers shall include all subsections which follow the referenced section.

7.11 **Interpretation.** As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The words "include" and "including" shall be construed as if followed by the words "without limitation." The Parties acknowledge that each Party and his, her or its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with this Agreement.

7.12 **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

7.13 **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

7.14 **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day

is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

7.15 **Legal Advice.** Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement.

7.16 **Time of Essence.** Time is expressly made of the essence with respect to the performance by City and County of each and every obligation and condition of this Agreement.

7.17 **Mutual Cooperation.** Each Party agrees to cooperate with the other to implement the terms and conditions of this Agreement and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

7.18 **Conflicts of Interest.** No member, official or employee of County or City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

7.19 **Non-liability of Officials and Employees.** No member, official or employee of either Party shall be personally liable to the other Party, in the event of any Default, breach or for any amount which may become due, or on any obligations under the terms of this Agreement. Each Party hereby waives and releases any claim it may have against the members, officials or employees of the other Party with respect to any Default, breach or for any amount which may become due under the terms of this Agreement.

7.20 **Applicable Law.** The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

6.20 **Contract Administrators.** The County officer or employee with responsibility for administration of this Agreement is Tiffany Schmid, Chief Administrative Officer, or successor. The City officer or employee for responsibility for administration of this Lease is Joe Irvin, City Manager, or successor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY:

CITY OF SOUTH LAKE TAHOE, a municipal corporation

By:_____
Tamara Wallace, Mayor

APPROVED AS TO FORM:

By:_____
Heather Stroud, City Attorney

ATTEST:

By:_____
Susan Blankenship, City Clerk

COUNTY:

EL DORADO COUNTY, a political subdivision of the State of California

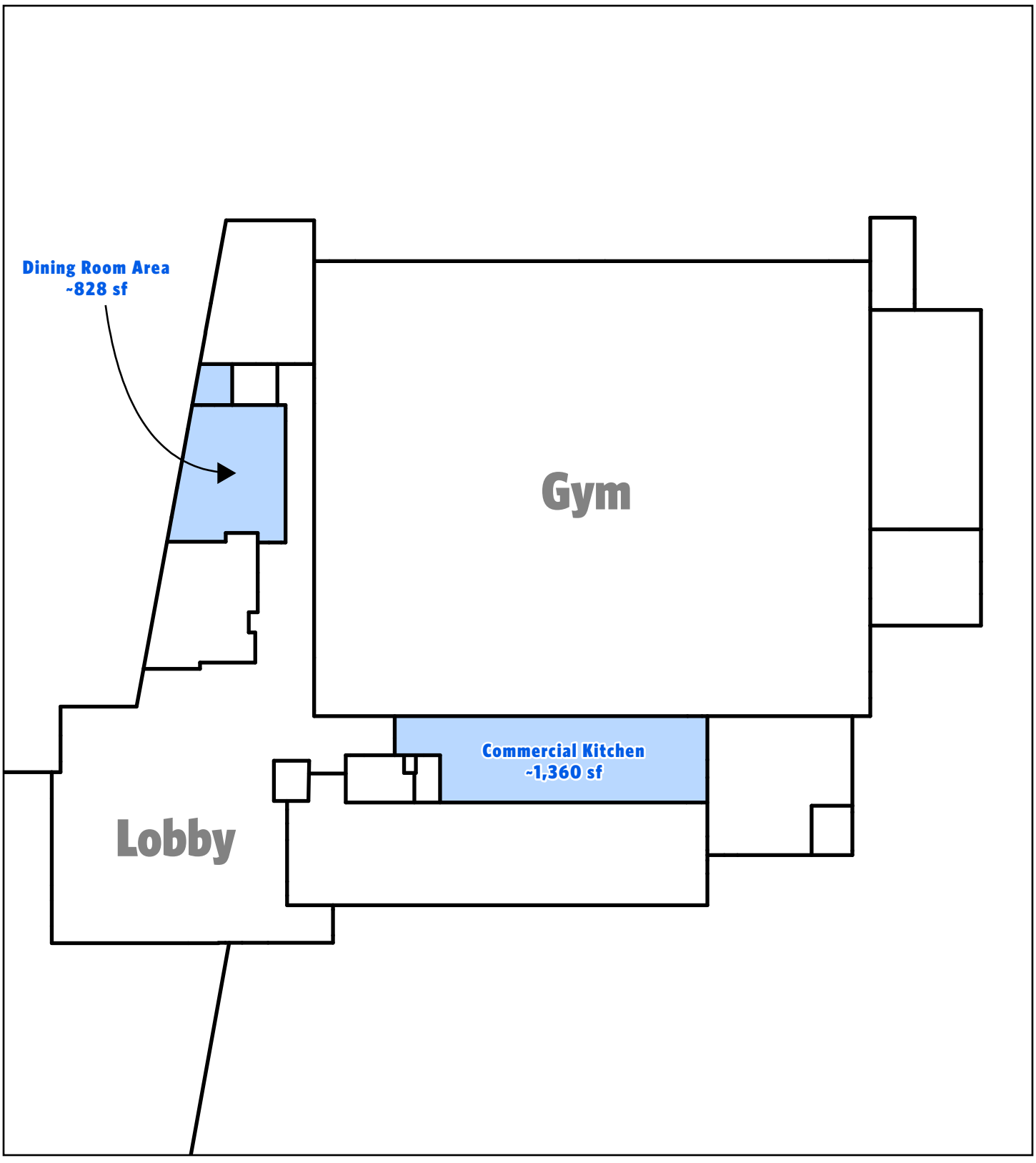
By:_____
Chair, Board of Supervisors

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By:_____
Deputy Clerk

EXHIBIT A

ALLOCATED SPACE FOR SENIOR NUTRITION



CITY OF SOUTH LAKE TAHOE

Allocated Space For Senior Nutrition

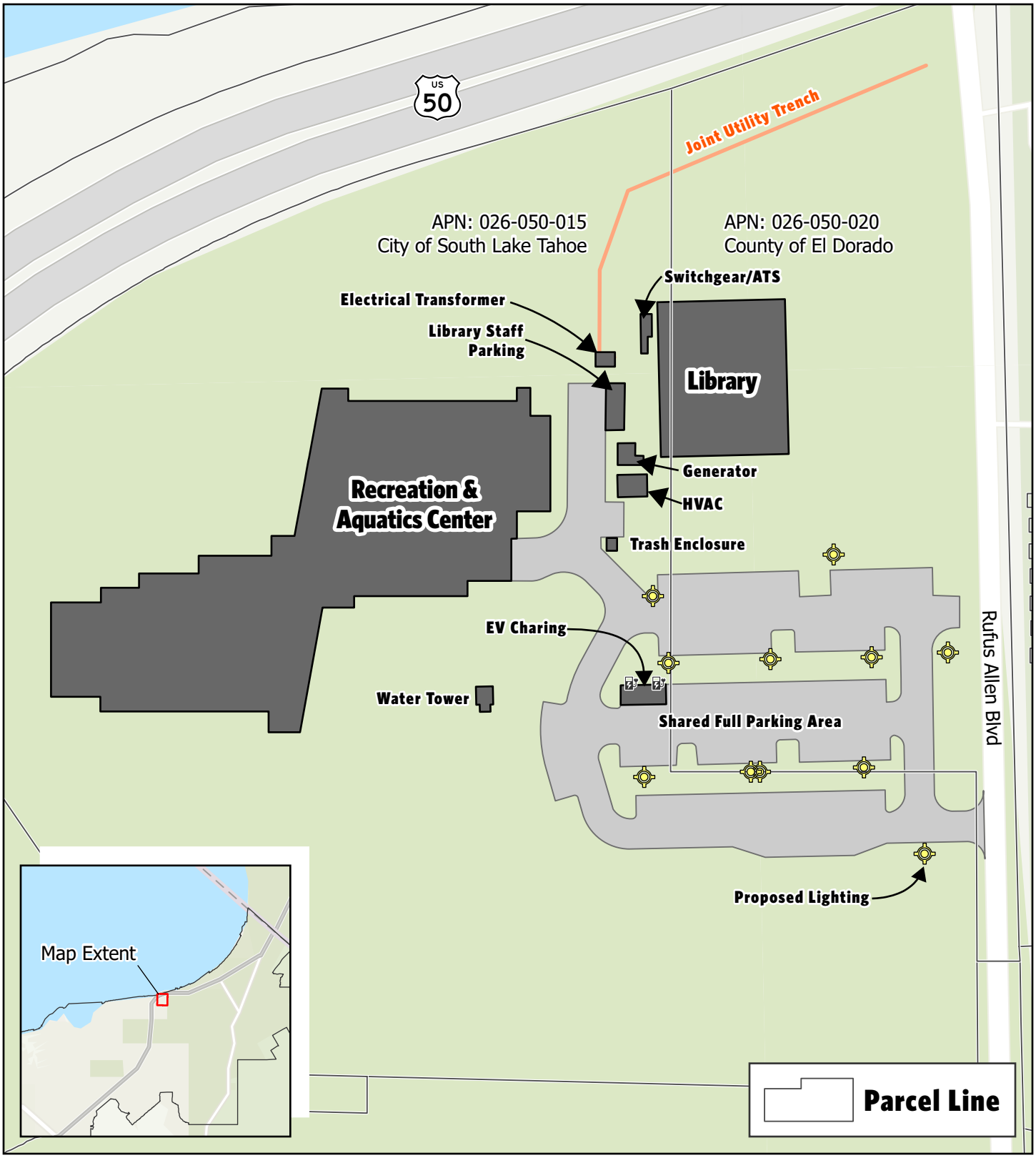
Exhibit A

N

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EXHIBIT B

SITE PLAN



CITY OF SOUTH LAKE TAHOE

Shared Use Site Plan

Exhibit B

N

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:7

Agenda Item: 2024 Road Rehabilitation Project - Ratification of Contract Change Orders No. 1, 2, 3, 4, and 5 with All American Construction, Inc.

Executive Summary: City Council is asked to ratify five Contract Change Orders addressing issues that arose during construction, which were executed by the Public Works Director for the 2024 Road Rehabilitation Project.

Requested Action / Suggested Motions: Pass a Motion to ratify five 2024 Road Rehabilitation Project Contract Change Orders in the amount of $259,752.31 (within the approved 10% contingency), for a total Contract value of $3,937,2888.01, including other project quantity overruns and underruns.

Responsible Staff Member: Stephen Anderjack, Project Manager

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

Attachments:

01-Staff Report-All American Construction, Inc..docx
02-Final Quantities.pdf
03 - CCO 1.pdf
04 - CCO 2.pdf
05 - CCO 3.pdf
06 - CCO 4.pdf
07 - CCO 5.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: May 20, 2025

Title: 2024 Road Rehabilitation Project - Reconciliation of Contract Change Orders No. 1, 2, 3, 4, and 5 with All American Construction, Inc.

Location: Keller Rd. Saddle Rd. Sterling Ct. Sherman Wy. Ledge Ct. Regina Rd. Needle Peak Rd. 10th St.

Responsible Staff Members: Stephen Anderjack, Project Manager

Background: The annual Road Rehabilitation Project is the City's annual paving project that restores deteriorated and failed roadways to new condition. This is accomplished by removing the existing asphalt and replacing it with new asphalt. This project is funded with Measure S funding, SB-1 Road Maintenance and Rehabilitation Account (RMRA) funding, and utility reimbursements.

The 2024 Road Rehabilitation Project was awarded on June 04, 2024, to All American Construction, Inc for a total contract value of $3,609,812.40. Construction began on June 4, 2024, and was completed on September 18, 2024.

Issue and Discussion: During reconstruction of the roadways, the Contractor encountered unforeseen groundwater and road issues that required additional work not foreseen in the original contract.

Some Project construction bid item quantities were less than the amount estimated within the agreement awarded to All American Construction, Inc. and some quantities constructed were more than the estimated amount awarded to All American Construction Inc. Public Works directed the Contractor to perform extra work through Contract Change Order (CCO) where work was not defined within the PS&E bid documents. Five CCOs were approved for Project construction.

All change order and quantity overrun/underruns are below the 10% ($360,981.24) authorized by City Council upon award.

Financial Implications: All Contract Change Orders (CCO's) are listed in Table 1 below:

Table 1 - Contract Change Orders (CCO)

CCO No.	CCO Description	CCO Amount
1	Regina Underdrain, Keller Road Repair	$189,280.00
2	Needle Peak Additional Paving	($21,622.75)
3	Regina Tie In, AC Dike Removal	$10,730.06
4	Regina Upper Underdrain	$44,240.00
5	Extra Tonnage on Needle Peak and Regina Rd	$37,125.00
	Total CCO Amount:	**$259,752.31**

With all CCO's and quantity overruns and underruns, the total contract value is $3,937,288.01. This is $327,475.61 above the original contract value of $3,609,812.40, but within the 10% ($360,981.24) contingency approved by the City Council.

No additional funding is being requested for the CCOs City Council is considering for this reconciliation.

Environmental Considerations: This project is considered roadway rehabilitation and will not extend the boundaries of the existing roadways. 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 Street Rehabilitation as one of their Strategic Priorities and Goals in their 2021-2026 Strategic Plan. This project will help to accomplish the City Council's objective as well as provide adequate roadways for all to use.

2024 Road Rehabilitation Project

Project No.: PWC: 24-30150005

Payment Request No. 5 Retainage Release **Date:**

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	Previous Payment Applications		Work Completed This Period		Total Work Completed to Date		Payment Retention
						Quantity	Amount	Quantity	Amount	Quantity	Amount	5%
1	Mobilization/Demobilization	LS	1	$ 50,000.00	$ 50,000.00	0.75	$ 37,500.00	0.25	$ 12,500.00	1.00	$ 50,000.00	$ 2,500.00
2	Traffic Control	LS	1	$ 81,000.00	$ 81,000.00	0.75	$ 60,750.00	0.25	$ 20,250.00	1.00	$ 81,000.00	$ 4,050.00
3	Temporary Erosion Control	LS	1	$ 3,500.00	$ 3,500.00	0.75	$ 2,625.00	0.25	$ 875.00	1.00	$ 3,500.00	$ 175.00
4	Fabricate and Install Project Signs	EA	2	$ 1,500.00	$ 3,000.00	0.00	$ -		$ -	0.00	$ -	$ -
5	Lower and Raise Utilites (water, sewer, strom drain, gas, ect.)	EA	100	$ 1,450.00	$ 145,000.00	47.00	$ 68,150.00	61.00	$ 88,450.00	108.00	$ 156,600.00	$ 7,830.00
6	Dig Out & Repair (Unsuitable Material)	CY	100	$ 785.00	$ 78,500.00	96.20	$ 75,517.00		$ -	96.20	$ 75,517.00	$ 3,775.85
7	Mill 4" AC	SY	55,920	$ 1.23	$ 68,781.60	57322.20	$ 70,506.31		$ -	57322.20	$ 70,506.31	$ 3,525.32
8	Placement of 4" AC (2 Lifts)	SY	55,920	$ 50.00	$ 2,796,000.00	57322.20	$ 2,866,110.00		$ -	57322.20	$ 2,866,110.00	$ 143,305.50
9	Roadway Striping (12" Stop Bar)	LF	160	$ 10.00	$ 1,600.00	140.00	$ 1,400.00		$ -	140.00	$ 1,400.00	$ 70.00
10	Roadway Striping (4" Yellow Line)	LF	400	$ 5.00	$ 2,000.00	350.00	$ 1,750.00		$ -	350.00	$ 1,750.00	$ 87.50
11	AC Dike	LF	200	$ 18.00	$ 3,600.00	5290.00	$ 95,220.00	407.00	$ 7,326.00	5697.00	$ 102,546.00	$ 5,127.30
A3-1	Mobilization/Demobilization	LS	1	$ 6,000.00	$ 6,000.00	0.75	$ 4,500.00	0.25	$ 1,500.00	1.00	$ 6,000.00	$ 300.00
A3-2	Traffic Control	LS	1	$ 8,000.00	$ 8,000.00	0.75	$ 6,000.00	0.25	$ 2,000.00	1.00	$ 8,000.00	$ 400.00
A3-3	Temporary Erosion Control	LS	1	$ 1,200.00	$ 1,200.00	0.75	$ 900.00	0.25	$ 300.00	1.00	$ 1,200.00	$ 60.00
A3-4	Lower and Raise Utilites (water, sewer, strom drain, gas, ect.)	EA	25	$ 1,450.00	$ 36,250.00	12.00	$ 17,400.00	9.00	$ 13,050.00	21.00	$ 30,450.00	$ 1,522.50
A3-5	Dig Out & Repair (Unsuitable Material)	CY	25	$ 1,300.00	$ 32,500.00	0.00	$ -		$ -	0.00	$ -	$ -
A3-6	Mill 4" AC	SY	5,245	$ 2.84	$ 14,895.80	5712.00	$ 16,222.08		$ -	5712.00	$ 16,222.08	$ 811.10
A3-7	4" of AC (2 Lifts)	SY	5,245	$ 53.00	$ 277,985.00	5712.00	$ 302,736.00		$ -	5712.00	$ 302,736.00	$ 15,136.80
	Core Section Thickness Deduction	LS	0	$1.00	$0.00	-9444.44	$ (9,444.44)		$ -	-9444.44	$ (9,444.44)	$ (472.22)
						0.00	$ -		$ -	0.00	$ -	$ -
				SUBTOTAL	**$3,609,812.40**		**$ 3,617,841.95**		$ 146,251.00		**$ 3,764,092.95**	**$ 188,204.65**

CHANGE ORDER WORK

CCO No.	CCO Description	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	Previous Payment Applications		Work Completed This Period		Total Work Completed to Date		Payment Retention
						Quantity	Amount	Quantity	Amount	Quantity	Amount	5%
C1.1	Regina Underdrain	LF	130	$ 300.00	$39,000.00	112.00	$ 33,600.00		$ -	112.00	$ 33,600.00	$ 1,680.00
C1.2	Keller Rd Repair	LS	1	$ 47,500.00	$47,500.00	1.00	$ 47,500.00		$ -	1.00	$ 47,500.00	$ 2,375.00
C3.1	Regina Underdrain Tie In	LS	1	$ 5,713.68	$5,713.68	1.00	$ 5,713.68		$ -	1.00	$ 5,713.68	$ 285.68
C3.2	Remove Double Stacked Dike Curb	LS	1	$ 5,016.38	$5,016.38	1.00	$ 5,016.38		$ -	1.00	$ 5,016.38	$ 250.82
C4.1	Regina Upper Underdrain	LF	158	$ 280.00	$44,240.00	158.00	$ 44,240.00		$ -	158.00	$ 44,240.00	$ 2,212.00
C5.1	Extra Tonnage on Needle Peak and Regina Rd	TON	225	$ 165.00	$37,125.00	225.00	$ 37,125.00		$ -	225.00	$ 37,125.00	$ 1,856.25
					$0.00	0.00	$ -		$ -	0.00	$ -	$ -
					$0.00	0.00	$ -		$ -	0.00	$ -	$ -
	Change Order Total:				$ 178,595.06		$ 173,195.06		$ -		$ 173,195.06	**$ 8,659.75**
	Payment Application Totals:						$ 3,791,037.01		$ 146,251.00		$ 3,937,288.01	**$ 196,864.40**
	Original Contract Amount:				$3,609,812.40					Total Work Competed to Date	$ 3,937,288.01	
	Contract Amount w Change Orders				$ 3,942,688.01					Total Retention	$ 196,864.40	

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	Previous Payment Applications		Work Completed This Period		Total Work Completed to Date		Payment Retention
						Quantity	Amount	Quantity	Amount	Quantity	Amount	5%
					$ 5,400.00							

Amount of This Request	$	196,864.40
Retention This Request	$	-
Amount Due with Retention Release:	**$**	**196,864.40**

CITY OF
SOUTH LAKE TAHOE

2024 ROAD REHABILIATION PROJECT

PWC: 30150005

CONTRACT CHANGE ORDER

Date: June 20, 2024
Contract Change Order No. 1: REGINA UNDERDRAIN, KELLER SHOULDER, AC DIKE OVERRUN

To: ALL-AMERICAN CONSTRUCTION, INC:

You are hereby directed to make the herein described changes to the plans, and specifications or do the following described work not included in the plans and specifications of the contract to construct the 2024 ROAD REHABILITATION PROJECT. All new work herein described shall be performed in accordance with the applicable provisions of the plans and specifications, except as specifically modified by this contract change order (CCO).

Note: This CCO is not effective until approved by the Owner, or until an authorized Field Directive is executed.

This CCO is requested by: CITY OF SOUTH LAKE TAHOE

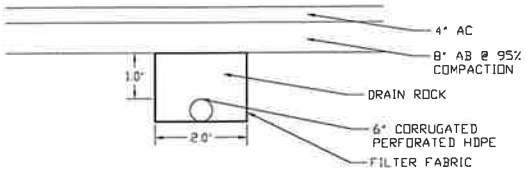
CONTRACT CHANGE ORDER AMOUNT: +$189,280.00

REASON FOR CHANGE: Regina St. underdrain is being installed in order to route water from natural spring under Regina St. into a nearby CMP culvert. Keller Rd. shoulder repair is to repair the shoulder and road subbase on a collapsed portion of Keller Rd. and route groundwater past the road subbase without eroding the shoulder. AC Dike overrun is due to the fact that more AC Dike will need removed and replaced than originally in the bid documents.

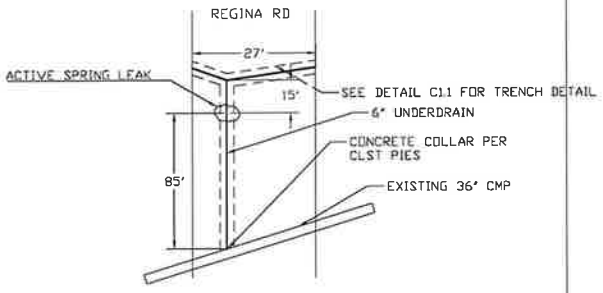
COST OF CHANGE: The Regina St. underdrain adds $39,000 to the contract. The Keller Rd. shoulder repair adds $47,500 to the contract. The AC Dike overrun adds $102,780 to the contract. The total cost of these changes will be $189,280.

CONTRACT TIME ADJUSTMENT: There will be no time adjustment for these changes.

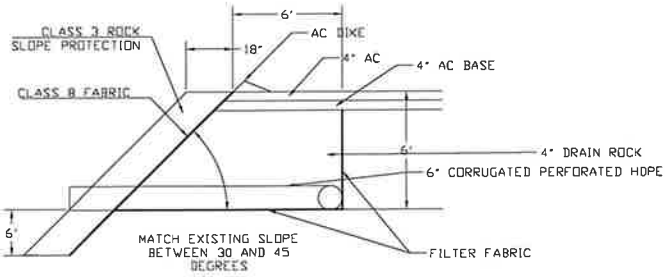
ITEM C1.1: REGINA ST. UNDERDRAIN



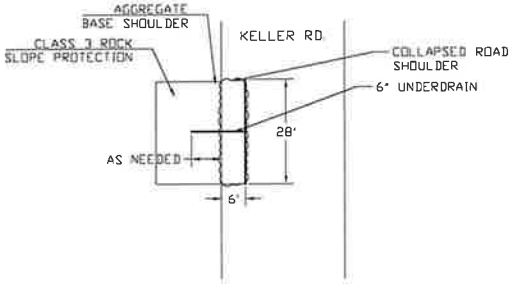
PROPOSED ALIGNMENT (MAY REQUIRE FIELD ADJUSTMENTS



ITEM C1.2: KELLER RD. ROAD REPAIR



PROPOSED ALIGNMENT (MAY REQUIRE FIELD ADJUSTMENTS



2024 ROAD REHABILITATION PROJECT
KELLER RD, REGINA RD,
SOUTH LAKE TAHOE, CA. 96150

DETAILS

D1

{hydrostatic water pressures up to 10.8 psi (~25ft)}. Attention is directed to the Standard Plans for additional information on pipe couplings and joint details.

Fittings shall conform to AASHTO M252, AASHTO M294, or ASTM F2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the watertight joint performance requirements of AASHTO M252, AASHTO M294, or ASTM F2306. All costs associated with providing, installing, removing and disposing of temporary plastic pipe and fittings (associated with the temporary dewatering basins and water quality treatment basins) shall be considered in the unit prices of other bid items and no separate payment shall be allowed for. Any pipe or fitting used for the temporary dewatering basin shall not be reused on the Project and shall be properly disposed of.

Pipe shall be installed in accordance with ASTM D2321, the pipe manufacturer's specifications, the Standard Specifications, and these Special Provisions.

Construction

Pipes shall be laid to the lines and grade shown on the Plans with the sections properly jointed, following generally accepted practices, the Manufacture's recommendations, and installed in accordance with ASTM D2321, the Standard Specifications, these Special Provisions, and as directed by the Engineer. Care shall be taken not to damage pipe sections, joints, or gaskets during assembly. Contractor shall make use of pipe lubricant, installation stub, etc. and follow manufacture recommendations to ensure all pipe sections are pushed "home." A "come-along" or other similar method should be used; construction equipment such as an excavator bucket, etc. must not have direct contact with the plastic pipe end sections unless an installation stub and large timber or other suitable cushioning medium is utilized. Excavation and backfill shall conform to Section 19-3, "Structure Excavation and Backfill", of the Standard Specifications. Attention is directed to Section 64-2.02B "Backfill" of the Standard Specifications for additional information specific to the gradation of structure backfill for plastic pipes. The Contractor shall clean the interior of the pipeline as work progresses and the pipeline shall be clear and free of debris and sediment before acceptance by the Engineer.

Changes in direction, without the use of elbows or other fittings, may be accomplished through joint deflection or longitudinal bending, but not both on the same length of pipe. Allowable joint deflection or longitudinal bending is dependent on pipe size and/or joint design, and shall not exceed the pipe manufacturer's published limits. No deflection in pipe shall be allowed without prior written acceptance by the Engineer.

The trench shall be excavated to the depth and width as necessary to allow for proper installation of the pipe and compaction of backfill material to the lines and grades as shown on the Project Plans and applicable details. The bottom of the trench shall be graded and prepared so as to provide a firm and uniform bearing for the pipe along its entire length. Where the trench bottom or immediate adjacent side walls are unsuitable (i.e. clay, peat, soft muck/refuse or bedrock/unyielding material unable to provide long-term pipe support), the Contractor shall excavate to a depth required by the Engineer and replace with suitable material as specified or directed by the Engineer. In addition and at the discretion of the Engineer, a geotextile material may be required to stabilize the bottom of the trench. In-situ trench foundation shall be no less than 90% standard proctor; any materials placed to stabilize trench bottom foundation shall be no

utilized to connect the plastic pipe to the existing pipe (including differing sizes and material), and the connection shall be at least equal to that of the pipe joint performance requirements. The connection shall be in conformance with all manufacturer recommendations, these Special Provisions, the Standard Specifications, and as directed by the Engineer. The costs for these couplings (including all materials, gaskets, seals, grout, concrete collars, etc) shall be included in the associated bid item of work and no additional compensation will be allowed for. There will be no separate payment for the couplings required for a complete construction of the project.

Any pipe fittings, couplers, adapters, etc. as required for the proper construction of the project shall be as specified by the plastic pipe manufacturer and no substitutions will be allowed for. The Contractor shall provide and install all necessary fittings and couplers per the manufacturer's recommendations/requirements.

Attention is directed to Section 10-1.53, "Temporary Paving Patch" and Section 10-1.54, "Hot Mix Asphalt Concrete (AC)", of these Special Provisions for additional requirements regarding temporary trench patch, final pavement restoration, and other asphalt paving work.

CMP to HDPE Connections

The existing storm drainage pipe in the project area is CMP material. The proposed pipe to be installed is HDPE and the connection of the existing CMP to the new HDPE shall be done in full compliance with this sub-section of these special provisions.

The contractor shall provide a submittal, for review and acceptance by the City and Engineer, for all storm drainage connections to existing storm drainage pipe. The connection shall be done in full conformance with the HDPE pipe manufacturer, and at a minimum shall include the following:

- Marmac connection by ADS, or equivalent, including
  - Internal Coupler (with matching flowlines)
  - Exterior coupler/wrap
  - Concrete collar
- Concrete collar
  - Full, 306 degree collar around entire connection
  - Minor concrete per the Standard Specifications
  - 6" thick
  - Extending a minimum of 12" in all direction from joint

Measurement and Payment

"REGINA ST UNDERDRAIN" shall be measured on a per linear foot basis along the centerline of the facility from the outside face of any adjoining structures, complete in place and accepted by the Engineer as conforming to all the requirements in the complete work.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the pipe, complete in place, including pipe, fittings, couplings, concrete collar, interconnection to existing pipe materials, connections to existing and proposed structures, gaskets, seals, fabrics, transport, excavation, sub-grade

10-1.23 EARTHWORK

Work under this item shall consist of furnishing all labor, tools, equipment and materials necessary to excavate, load, transport, place, backfill, grade, compact, and dispose of all earthen materials, of whatever nature, as necessary to construct and complete any contract items requiring earthwork.

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications, and these Special Provisions. Where discrepancies or conflicts are noted between Section 19 of the Standard Specifications, the Special Provisions shall prevail.

Trenching, shoring and excavation safety shall conform with the requirements of Section 7- 1.02K(6), "Occupational Safety and Health Standards" of the Standard Specifications and the relevant sections of these Special Provisions. (if applicable).

GENERAL

All articles of archaeological interest that may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Resident Engineer/Project Manager. The further operations of the Contractor with respect to the findings will be decided under the direction of the Resident Engineer/Project Manager. In no case shall any archaeological findings result in any claim to be made by the Contractor including, but not limited to, project delay.

While excavating areas over the roots of trees, tree roots over 4-inches in diameter shall not be severed if avoidable, pursuant to Subsection 65.2F of the TRPA Code of Ordinances.

Surplus excavated material and excavated material that is not suitable for use as fill shall become the property of the Contractor and shall be removed and disposed of outside of the project right- of-way in accordance with the provisions in the Standard Specifications and these Special Provisions, unless specified elsewhere in these Special Provisions. In addition, all surplus and waste materials shall be disposed of outside the Tahoe Basin, or at a distinct site approved by the regulatory agencies and jurisdictions.

During construction operations, if it becomes necessary to temporarily stockpile materials on site, the stockpiling of this material shall not interfere with normal site operations. No materials shall be stored on native vegetation. Stockpiled materials shall be in accordance with the requirements of the Standard Specifications, the Project Permits, and all applicable sections of these Special Provisions. The Contractor is hereby notified that due to the confined nature of the project area(s), stockpiling of select materials may require loading and transport to and from other staging and storage areas outside the immediate vicinity of the active working area.

All finished areas with cuts and fill slopes shall be sloped as indicated on the Project Plans and staked in the field, if applicable, but in no case shall cut slopes be steeper than 3:1 and fill slopes steeper than 10:1 unless shown on the plans or directed by the

Specifications, and these Special Provisions. Unless otherwise shown on the Project Plans or specified in these Special Provisions, backfill composition shall conform to the material specified in Section 19-3.02C, "Structure Backfill", of the Standard Specifications.

If excavation occurs outside of any designated pay limits, the material placed in those excavations must comply with the material and compaction requirements of the adjacent structure backfill.

Attention is directed to Section 7-1.02K(6), "Occupational Safety and Health Standards," of the Standard Specifications and Section 7.4, "Contracts for Digging Trenches; Requirements" of these Special Provisions.

All open trenches, pipe sections, and/or other structure excavations shall be backfilled or covered with "traffic rated" trench plating by the end of each working day so as not to present a hazard to the public or traffic. The use and design of any trench plates to properly support anticipated traffic, construction or other loadings is solely the responsibility of the Contractor, and he/she shall assume all liability for using any trench plating devices. Based on accessibility and exposure risks to the public or traffic, all trench plates shall be properly secured in place (i.e. spikes, etc.) in order to prevent accidental movement of trench plates. Where trench plating is used in areas open to traffic, the Contractor shall "cold patch" all edges of the plate to provide a smooth transition between the plate and the existing traveled way; in the event that trench plates are to be in place for greater than 24 hours, the trench plates shall be embedded into the existing AC. The embedding shall allow for the trench plate to be at the same elevation as the surrounding roadway, and provide greater stability/support for the trench plate in use. All use of trench plates shall be in full compliance with all local and state applicable rules, regulations and standards, and the project permits.

Attention is directed to Section 10-1.34, "Hot Mix Asphalt Concrete (AC)", of these Special Provisions for additional requirements regarding final pavement restoration, and other asphalt paving work.

Measurement and Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals as necessary to conform with the Contract Documents, inclusive of all provisions of this Section, complete and in place as shown on the Project Plans/maps and Standard Plans, and as specified in the Special Provisions, City PIES, the Standard Specifications, as applicable, and as required in the Project Permits, and as otherwise may be directed by the Resident Engineer/Project Manager, shall be considered as included in prices paid pursuant to the Agreement for the various Contract items of work involved; no additional compensation will be allowed therefor.

UNSUITABLE SUBGRADE MATERIAL

Any unsuitable material encountered during subgrade preparation work such as sod, mulch, organic matter, clay, swampy material or other which cannot provided for a stable

CCO-1-REGINA UNDERDRAIN, KELLER SHOULDER, AC DIKE OVERRUN

Final Audit Report 2024-06-26

Created:	2024-06-24
By:	Andra Burnam (aburnam@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYE0voguByldwZSNybGIPGAfXUopA7uqy

"CCO-1-REGINA UNDERDRAIN, KELLER SHOULDER, AC DI KE OVERRUN" History

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2024-06-24 - 4:16:35 PM GMT

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2024-06-24 - 4:17:28 PM GMT

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2024-06-25 - 5:12:12 PM GMT

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CITY OF
SOUTH LAKE TAHOE

2024 ROAD REHABILIATION PROJECT

PWC: 30150005

CONTRACT CHANGE ORDER

Date: August 8, 2024
Contract Change Order No. 2: NEEDLE PEAK

To: ALL-AMERICAN CONSTRUCTION, INC:

You are hereby directed to make the herein described changes to the plans, and specifications or do the following described work not included in the plans and specifications of the contract to construct the 2024 ROAD REHABILITATION PROJECT. All new work herein described shall be performed in accordance with the applicable provisions of the plans and specifications, except as specifically modified by this contract change order (CCO).

Note: This CCO is not effective until approved by the Owner, or until an authorized Field Directive is executed.

This CCO is requested by: CITY OF SOUTH LAKE TAHOE

CONTRACT CHANGE ORDER AMOUNT: -$21,622.75

REASON FOR CHANGE: The portion of Saddle Rd between the Saddle Rd "Y" and Keller Rd has been deducted from the contract, due to this portion of road having pavement in good condition. Needle Peak Rd between Pioneer Trail and Ski Run Blvd has been added to the contract due to its poor condition.

CCO-2-NEEDLE PEAK

Final Audit Report 2024-08-13

Created:	2024-08-12
By:	Andra Burnam (aburnam@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbv-pA5IcBGNeDF5Qkj3DKNPYOGartGSL

"CCO-2-NEEDLE PEAK" History

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Signature Date: 2024-08-13 - 2:32:10 PM GMT - Time Source: server

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CITY OF
SOUTH LAKE TAHOE

2024 ROAD REHABILIATION PROJECT

PWC: 30150005

CONTRACT CHANGE ORDER

Date: August 9, 2024
Contract Change Order No. 3: REGINA TIE IN AND DIKE REMOVAL

To: ALL-AMERICAN CONSTRUCTION, INC:

You are hereby directed to make the herein described changes to the plans, and specifications or do the following described work not included in the plans and specifications of the contract to construct the 2024 ROAD REHABILITATION PROJECT. All new work herein described shall be performed in accordance with the applicable provisions of the plans and specifications, except as specifically modified by this contract change order (CCO).

Note: This CCO is not effective until approved by the Owner, or until an authorized Field Directive is executed.

This CCO is requested by: CITY OF SOUTH LAKE TAHOE

CONTRACT CHANGE ORDER AMOUNT: +$10,730.06

REASON FOR CHANGE: The Regina Rd underdrain tie in was needed because the contractor installed a pavement underdrain along Regina Rd. During installation, it was discovered that the source of the leak was a 6" CMP storm drain, that was not flowing and filled with water. The contractor then tied the previously installed Regina St underdrain into the 6" CMP pipe to drain the water into a culvert further down the road.

The double stacked dike removal was needed in order to remove the second row of dike that was falling down the hillside on Keller Rd and Saddle Rd.

CCO-3- REGINA TIE IN AND DIKE REMOVAL

Final Audit Report 2024-08-13

Created:	2024-08-12
By:	Andra Burnam (aburnam@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEcrdKPnwm-wdIhGd6vVh-sm8bZfBnvmF

"CCO-3- REGINA TIE IN AND DIKE REMOVAL" History

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Email viewed by Anush Nejad (anejad@cityofslt.us)
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Document e-signed by Anush Nejad (anejad@cityofslt.us)
Signature Date: 2024-08-13 - 2:32:40 PM GMT - Time Source: server

Agreement completed.
2024-08-13 - 2:32:40 PM GMT

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CITY OF
SOUTH LAKE TAHOE

2024 ROAD REHABILIATION PROJECT

PWC: 30150005

CONTRACT CHANGE ORDER

Date: August 9, 2024
Contract Change Order No. 4: REGINA RD UPPER UNDERDRAIN

To: ALL-AMERICAN CONSTRUCTION, INC:

You are hereby directed to make the herein described changes to the plans, and specifications or do the following described work not included in the plans and specifications of the contract to construct the 2024 ROAD REHABILITATION PROJECT. All new work herein described shall be performed in accordance with the applicable provisions of the plans and specifications, except as specifically modified by this contract change order (CCO).

Note: This CCO is not effective until approved by the Owner, or until an authorized Field Directive is executed.

This CCO is requested by: CITY OF SOUTH LAKE TAHOE

CONTRACT CHANGE ORDER AMOUNT: +$44,240.00

REASON FOR CHANGE: During milling operations, subsurface water was encountered along the upper portion of Regina Rd. It was verified that this water was traveling through a utility trench adjacent to the roadway. To fix this subsurface drainage issue, an underdrain was installed and tied into the previously installed run of underdrain.

CCO-4- REGINA UPPER UNDERDRAIN

Final Audit Report 2024-08-13

Created:	2024-08-12
By:	Andra Burnam (aburnam@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHL9Qw3a69GOfrxSjne6QXy34I1bf6KGZ

"CCO-4- REGINA UPPER UNDERDRAIN" History

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Signature Date: 2024-08-13 - 2:33:01 PM GMT - Time Source: server

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2024-08-13 - 2:33:01 PM GMT

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CITY OF
SOUTH LAKE TAHOE

2024 ROAD REHABILIATION PROJECT

PWC: 30150005

CONTRACT CHANGE ORDER

Date: August 9, 2024
Contract Change Order No. 5: EXTRA TONNAGE ON NEEDLE PEAK AND REGINA RD

To: ALL-AMERICAN CONSTRUCTION, INC:

You are hereby directed to make the herein described changes to the plans, and specifications or do the following described work not included in the plans and specifications of the contract to construct the 2024 ROAD REHABILITATION PROJECT. All new work herein described shall be performed in accordance with the applicable provisions of the plans and specifications, except as specifically modified by this contract change order (CCO).

Note: This CCO is not effective until approved by the Owner, or until an authorized Field Directive is executed.

This CCO is requested by: CITY OF SOUTH LAKE TAHOE

CONTRACT CHANGE ORDER AMOUNT: +$37,125.00

REASON FOR CHANGE: Due to the subgrade material composition the contractor has had difficulty maintaining a constant pavement section of 4". To compensate the contractor for the subgrade issues, an extra .5" of AC will be placed on Regina Rd and Needle Peak Rd order to guarantee that a minimum 4" section will be met.

CCO-5 - Extra Tonnage

Final Audit Report 2024-08-13

Created:	2024-08-12
By:	Andra Burnam (aburnam@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzSlmKie_eGX2Dwn1bhL1qcZ3F4CBw_9j

"CCO-5 - Extra Tonnage" History

Document created by Andra Burnam (aburnam@cityofslt.us)
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Document e-signed by Anush Nejad (anejad@cityofslt.us)
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Agreement completed.
2024-08-13 - 2:33:31 PM GMT

Adobe Acrobat Sign

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:8

Agenda Item: Ordinance Amending Parking Prohibitions on Off Street Parking Facilities (Second Reading)

Executive Summary: This item is an amendment to the City Code authorizing various parking prohibitions, restrictions, and regulations in municipal off-street parking facilities. A first reading of this ordinance amendment was held by City Council at their regular meeting on May 6, 2025.

Requested Action / Suggested Motions: Pass an Ordinance amending Article VII of Chapter 4.25 of the South Lake Tahoe City Code to add Section 4.25.607 authorizing City Council, by Resolution, to establish certain parking prohibitions, restrictions, and regulations in municipal off-street parking facilities.

Responsible Staff Member: David Stevenson, Police Chief, and Anush Nejad, Director of Public Works

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

Attachments:

01-STAFF REPORT-Ordinance Off Street Parking Facilities (2nd Reading).docx
02 - Ordinance to Amend Off Street Parking.docx
03- Legal Notice Publication.pdf

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

Meeting Date: May 20, 2025

Title: Ordinance Amending Parking Prohibitions on Off Street Parking Facilities (Second Reading)

Location: Citywide

Responsible Staff Members: David Stevenson, Police Chief

Background: At the regular City Council meeting on May 6, 2025, the City Council passed a motion approving the first reading (by title only) of an Ordinance to amend Article VII of Chapter 4.25 of the South Lake Tahoe City Code to add Section 4.25.607 authorizing City Council, by resolution, to establish certain parking prohibitions, restrictions, and regulations at municipal off-street parking facilities (As authorized by California Vehicle Code Section 22519).

At the same meeting, City Council also approved a resolution authorizing certain parking prohibitions and restrictions to maintain the current parking configuration at the Stateline Transit Center to become effective upon the effective date of this ordinance amendment.

Issue and Discussion: If adopted, this ordinance authorizes City Council, via resolution, to adopt various parking prohibitions, restrictions, and regulations in municipal off-street parking facilities.

Financial Implications: No impact to the general fund. Financial impacts would be brought in any future resolutions for City Council consideration.

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 project is consistent with the City’s Strategic Plan including priority 1.4, Transportation, and priority 5.1 Public Safety - Action Item 7, parking enforcement in high visitor areas.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe City Council

May 20, 2025

An Ordinance Amending Article VII (Parking Garage Facility Regulations) of Chapter 4.25 (Motor Vehicles and Traffic) of Title 4 of the South Lake Tahoe City Code to Add Section 4.25.607 to Provide Authority to Establish No Parking Zones, Loading Zones, Permit Parking, and Restrictions on Overnight Parking in Municipal Off-Street Parking Facilities

FINDINGS

A. California Vehicle Code section 22519 authorizes local authorities, by ordinance or resolution, to prohibit, restrict, or regulate the parking, stopping, or standing of vehicles on any off-street parking facility which the local authority owns or operates, once signs giving notice of such restrictions have been erected.

B. The Police Department desires to establish clear authority to enforce parking restrictions currently marked and signed at various municipal off-street parking facilities including the Stateline Transit Center, Parking Garage at 1 Bellamy Way, and parking lot at 3069 Harrison Avenue, and the establish authority to create additional parking restriction at municipal off-street parking facilities in the future by resolution.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Article VII (Parking Garage Facility Regulations) of Chapter 4.25 (Motor Vehicles and Traffic) of Title 4 (Police/Code Enforcement) of the South Lake Tahoe City Code is amended to read in its entirety as follows:

Article VII. Municipal Off-Street Parking Facility Regulations

4.25.580 Purpose.
This article is adopted for the purpose of regulating municipal off-street parking facilities, defined as city-owned and operated parking lots, facilities, and garages. No person shall park any vehicle in any parking space on any municipal off-street parking facility except as permitted by this article.

4.25.590 Payment required.
When parking on a municipal off-street parking facility is regulated and controlled by a parking revenue control system, it shall be unlawful for the operator of any vehicle parked on such municipal

off-street parking facility to fail, neglect, or refuse to pay the parking charges established for such municipal off-street parking facility.

4.25.600 Parking within parking spaces.
Parking spaces on municipal off-street parking facilities shall be designated by lines or other appropriate markings. When parking spaces are so designated, it shall be unlawful for the operator of any vehicle to stop, stand, or park said vehicle other than in a regularly designated parking space, across any such line or marking, or in such position that said vehicle shall not be entirely within the area so designated as a parking space except upon the direction of a parking lot attendant. No vehicle shall be parked, stopped or shall stand either wholly or partially in any driveway of any municipal off-street parking facility or in any manner which shall obstruct or interfere with the free movement of vehicles in such driveway or in any manner so as to obstruct or otherwise prevent or interfere with ingress to or egress from any regularly designated parking space except on the direction of a parking lot attendant.

No vehicle shall be backed into any diagonal or angle parking space or placed into any diagonal or angle parking space so that the vehicle is facing the opposite direction of the general traffic pattern for the street or parking lot or is facing the travel portion of the street, alley, or lot providing access to the parking space.

[*Note: 4.25.605 (Electric Vehicle Charging Stations) was added by Ordinance No. 2025-1194, which was adopted on April 22, 2025*]

4.25.607 Parking prohibitions, restrictions and regulations.

A. No parking zones. No person shall park in an area of any municipal off-street parking facility where a prohibition on parking is so designated by ordinance or resolution of city council upon posting of signage indicating such prohibition.

B. Loading zones. No person shall park in a parking space for more than thirty (30) minutes within any municipal off-street parking facility designated as a loading zone by ordinance or resolution of the city council upon posting of signage indicating such time restriction.

C. Permit parking. No person without a permit shall park in a parking space within any municipal off-street parking facility designated for permit parking only by ordinance or resolution of the city council upon posting of signage indicating such restriction.

D. Overnight parking. No person shall park overnight in any municipal off-street parking facility where a prohibition on overnight parking is so designated by ordinance or resolution of city council upon posting of signage indicating such prohibition.

4.25.610 Weight and size limitations on vehicles.
No person shall stop, stand or park any vehicles exceeding a gross maximum weight limit of three tons or exceeding either 22 feet in length or eight feet in width in any parking garage owned or operated by the city.

4.25.620 Use of entrance and exit.
It shall be unlawful for any person to enter any municipal off-street parking facility over any area or driveway or the portion of any curb which is not marked with the word “Entrance” or otherwise indicated by arrows, signs, or words to be a driveway or place for entering of such facility.

It shall be unlawful for any person to move any vehicle from any such facility into any public way or area except over an area marked with the word “Exit” or otherwise indicated by arrows, signs, or words to be a driveway or place for leaving of such parking lot, facility or garage.

4.25.630 Speed of vehicles.
It shall be unlawful for any person to move any vehicle on a municipal off-street parking facility at any speed exceeding 10 miles per hour.

4.25.640 Prohibited use.
No person shall ride or propel any bicycle, snowboard, skis, skateboard, roller skates, scooter, wagon or other similar nonmotorized vehicle in any municipal off-street parking facility. Persons riding or propelling baby carriages, strollers or other similar vehicles for transportation of young persons, wheelchairs or other similar vehicles for transportation of persons with disabilities, or shopping carts or other similar vehicles used to transport goods or equipment shall be exempt from this regulation while riding or propelling such vehicles to and from their motor vehicles within said facility.

4.25.650 Penalty.
Any person violating the provisions of this article shall be guilty of an infraction and upon conviction thereof shall be punished by a fine of not less than $50.00 or a greater amount set by resolution of the city council.

4.25.660 Citations.
Any officer of the police department or parking control officer may issue a citation to the owner or driver of any vehicle at a municipal off-street parking facility in violation of any of the provisions of this article in the same manner and in accordance with the same procedure and with the same effect as citations are issued for traffic or parking violations pursuant to the provisions of this article.

4.25.670 Removal of vehicles authorized.
When appropriate signs or markings are in place giving notice, any officer of the police department or parking control officer is hereby authorized to remove or cause to be removed any vehicle that is stopped, standing or parked on any municipal off-street parking facility in violation of this article. The procedure for removal or impounding of vehicles shall be as provided in Sections 22850 through 22856 of the California Vehicle Code, as may be amended.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Council finds that adoption of the proposed Ordinance is not a project requiring environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because the Ordinance is general policy and procedure making related to enforcement of parking regulations.

Adopted by the City of South Lake Tahoe City Council on May 20, 2025 by the following vote:

Yes:
No:

Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading: May 6, 2025
Published:
Second Reading:
Effective:

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

LEGAL PUBLICATION

CITY OF SOUTH LAKE TAHOE
SUMMARY OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that on May 6, 2025, the City of South Lake Tahoe City Council waived first reading, read by title only and referred to second reading and adoption at the May 20, 2025, City Council meeting, the following ordinance:

"An Ordinance Amending Article VII (Parking Garage Facility Regulations) of Chapter 4.25 (Motor Vehicles and Traffic) of Title 4 of the South Lake Tahoe City Code to Add Section 4.25.607 to Provide Authority to Establish No Parking Zones, Loading Zones, Permit Parking, and Restrictions on Overnight Parking in Municipal Off-Street Parking Facilities"

City Attorney's Summary of Ordinance:

"Under the authority provided under California Vehicle Code section 22519, this Ordinance would allow the City Council to prohibit, restrict, or regulate the parking, stopping, or standing of vehicles on any off-street parking facility which the City owns or operates, once signs giving notice of such restrictions have been erected . The City Council may designate areas for such restrictions by adopting a resolution."

A copy of the proposed ordinance in its entirety is available for review at the City Clerk's Office or by contacting the City Clerk.

Susan Blankenship
Susan Blankenship, City Clerk
sblankenship@cityofslt.us
City of South Lake Tahoe
1901 Lisa Maloff W... Ste. 206
South Lake Tahoe, CA 96150
(530) 542-6005

247

Published: May 9, 2025

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:9

Agenda Item: Amendment to Public Art Installation Contract Amendment with Terrie Bennett

Executive Summary: On Tuesday, August 17, 2021, City Council approved $100,000 earmarked American Rescue Plan Act (ARPA) funds to go towards Art Program Funding. Funding would support strategic cultural and arts investments that benefit residents and visitors and enhance quality of life. The investments made through this funding would allow us to develop the desired state of arts and culture for our community. Public art, which is one example of an investment, would add value to the cultural, aesthetic, and economic vitality of our community. The City Council has expressed a desire to integrate art into public spaces and has pledged funding to do so. Incorporating public art into the community is an opportunity to create a more attractive, interesting, and beautiful city for residents and visitors to enjoy for years to come. The Arts, Culture, and Tourism (ACT) Commission in support of City Council directive, approved a budget of $100,000 for an artist to create an original sculpture or sculpture series to be permanently displayed on identified park property owned by the City of South Lake Tahoe. On May 31, 2024, the City advertised the Public Art Installation City of South Lake Tahoe on the City PlanetBids website. Ten bidders submitted proposals. ACT commissioners held a Special Meeting on September 9, 2024, to review proposals and submit scores. Terrie Bennet's proposal was selected by the Commission as the top choice to award the Public Art Installation RFP. On November 19, 2024, Council passed a Resolution authorizing and directing the Mayor to execute a contract with Terrie Bennett for a public art installation at Lakeview Commons at the location of Alternative A appropriating and transferring funds from General Fund ARPA funding Account #100-01956-50006 to Art-Public Art Accounts #217-04504-36300 and 217-04504-44095 of $100,000. Anticipated project installation was May 2025. The artist is requesting an extension of the contract to September 1, 2025, to allow for additional time for fabrication and installation of the public art due to the length of time spent during the preparation for the permitting process.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No.1 to Agreement with Terrie Bennett for a public art installation at Lakeview Commons extending the completion date of the contract to September 1, 2025.

Responsible Staff Member: John Stark, Director of Parks & Recreation

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

Attachments:

01-Staff Report-Public Art Installation Contract Amendment.docx
02-C-291-2024 Terrie Bennett Public Art.pdf
03-Amendment No. 1 to Agreement with Terrie Bennett.docx

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

Meeting Date: May 20, 2025

Title: Arts, Culture & Tourism Public Art Installation Contract Amendment

Location: Lakeview Commons

Responsible Staff Members: John Stark, Director of Parks & Recreation

Background: On Tuesday, August 17, 2021, City Council approved $100,000 earmarked American Rescue Plan Act (ARPA) funds to go towards Art Program Funding. Funding would support strategic cultural and arts investments that benefit residents and visitors and enhance quality of life. The investments made through this funding would allow us to develop the desired state of arts and culture for our community. Public art, which is one example of an investment, would add value to the cultural, aesthetic, and economic vitality of our community. The City Council of the City of South Lake Tahoe has expressed a desire to integrate art into public spaces and has pledged funding to do so. Incorporating public art into the community is an opportunity to create a more attractive, interesting, and beautiful city for residents and visitors to enjoy for years to come.

The Arts, Culture, and Tourism (ACT) Commission in support of City Council directive, has approved a budget of $100,000 for an artist to create an original sculpture or sculpture series to be permanently displayed on identified park property owned by the City of South Lake Tahoe.

On November 19, 2024, Council passed a Resolution authorizing and directing the Mayor to execute a contract with Terrie Bennett for a public art installation at Lakeview Commons at the location of Alternative A appropriating and transferring funds from General Fund ARPA funding Account #100-01956-50006 to Art-Public Art Accounts #217-04504-36300 and 217-04504-44095 of $100,000. Anticipated project installation was May 2025.

Issue and Discussion: The artist is requesting an extension of the contract to September 1, 2025, to allow for additional time for fabrication and installation of the public art due to the length of time spent during the permitting process.

Staff requests Council Pass a motion authorizing and directing the Mayor to execute an amendment to the contract with Terrie Bennett for a public art installation at Lakeview Commons extending the completion date of the contract to September 1, 2025.

Financial Implications: On Tuesday, August 17, 2021, City Council approved $100,000 earmarked American Rescue Plan Act (ARPA) funds to go towards Art Program Funding. ACT Commissioners selected Terrie Bennett's proposal which would fully utilize these funds. On

November 19, 2024, Council passed a Resolution authorizing and directing the Mayor to execute sa contract with Terrie Bennett for a public art installation at Lakeview Commons at the location of Alternative A appropriating and transferring funds from General Fund ARPA funding Account #100-01956-50006 to Art-Public Art Accounts #217-04504-36300 and 217-04504-44095 of $100,000. In accordance with the American Rescue Plan Act, all ARPA funds must be fully expended by the end of 2026.

Environmental Considerations: The art installation is categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines 15301 (Existing Facilities) because it consists of minor alterations of existing public facilities involving negligible or no expansion of existing or former use.

Policy Implications: This action is consistent with the City's 2025-2030 Strategic Plan Priority 7 (Recreation and Equitable Access for All).

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 19th day of November 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Terrie Bennett ("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 Agreement 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 with installation and final inspection to occur no later than Memorial Day (May 26, 2025).

No grading, excavation, or other land disturbance will be allowed between October 15th and May 1st.

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 **$100,000** 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.

4. Method of Payment. The payment schedule for this project will begin with an initial deposit and continue with monthly progress payments as follows:

    1. **Initial Deposit**: A 20% deposit of the total project cost shall be paid upon contract signing. This deposit will cover design fees and material procurement necessary to initiate the project and ensure it remains on schedule.
    2. **Monthly Billings**: Consultant shall submit monthly invoices to the City detailing the work performed during the preceding month. Each invoice shall include:
        - A brief description of the services performed.
        - The date the services were performed.
        - The number of hours worked, by whom, and the applicable hourly rate.
        - A detailed description of any reimbursable expenditures incurred.

    Payment Terms: The City agrees to pay Consultant within 30 days after City staff approves the monthly invoice.

5. Prevailing Wages. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, for the portions of the Scope of Work that are within the definition of "public works" in Labor Code section 1720, the 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.

    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. Consultant 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, 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 Agreement as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Furthermore, the project has received federal funding and is required to meet Federal wage determinations which can be found at: Davis-Bacon Wage Determinations | U.S. Department of Labor.

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

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

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

8. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant

for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

9. Consultant's Books and Records.

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

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

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

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

shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

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

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

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

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

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

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

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

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

15. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

16. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

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

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

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

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

If to Consultant:

Provide a copy to:

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

on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By Cody Bass (Nov 25, 2024 13:27 PST)

Cody Bass, Mayor

Date Nov 25, 2024

CONSULTANT:

Terrie Bennett

By Terrie Bennett (Nov 25, 2024 14:14 PST)

Terrie Bennett, Artist

Date Nov 25, 2024

Business License # _331855_____

APPROVED AS TO FORM:

By Heather Stroud (Nov 21, 2024 14:41 PST)

Heather Stroud, City Attorney

Date Nov 21, 2024

ATTEST:

By Susan Blankenship (Nov 21, 2024 14:30 PST)

Susan Blankenship, City Clerk

Date Nov 21, 2024

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

ARTIST ATTACHMENT: SCOPE OF SERVICES

Project Title: *Footsteps of the Past: Suspended in Time*
Artist and Project Manager: Terrie Bennett
Assistant Sculptor/Project Manager: Nicki Bennett

Concept Overview

"Footsteps of the Past: Suspended in Time" is an interactive sculptural experience, consisting of four freestanding steel sculptures that honor the Lake Tahoe Basin's cultural and environmental heritage. The sculptures will be placed along the waterfront at Lake View Commons, connected by life-size bronze footprints cast from the feet of Washoe tribe elders. The sculptures represent significant historical and natural themes, creating a narrative journey for visitors.

Display Interaction and Setup will vary based on chosen site:

Site #1: Along the Lake front, raised above the ground level and walking path by 24". From this site the sculptures will be able to be viewed from all sides, with the transparency allowing for the natural landscape of the lake to be experienced through and with the sculptures. For this site the footsteps will be mounted within the rock wall connecting the bronze plaques, explaining each sculpture.

Site #2: Along the bike path, adjacent to the parking lot. From this site, the sculptures will be mounted taller, for ease of viewing and interaction. This display will include the footsteps connecting the sculptures and will allow for visitors to walk through and interact. This site will have to include a raised site for plagues, and include site specific landscaping and walking paths for accessibility.

Sculpture Specifications

- **Dimensions**: Rectangular box (36" long, 24" deep, 28" high) of stainless steel mesh.
- **Pedestals (Variance depending on Chosen Site)**: For site #1 (next to the Lake) 24" tall, for optimum viewing from all sides, site is raised 24" from walking path. For Site #2 (on Bike Path) 40" tall, as his site will be interactive. Pedestals will be 3" x 3" stainless steel square tube.

***All sculpture and pedestal dimensions are subject to final plan*

approval from structural engineer to ensure the safety and longevity of the sculpture.

Materials and Construction

- **Outer Box**: Heavy-duty stainless steel mesh (Grade 316).
- **Internal Sculptures**: Lighter stainless steel mesh for detailed work.
- **Pedestals**: 3" x 3" stainless steel square tube.
- **Footprints and Plaques**: Bronze with a natural patina.
- **Structural Engineering**: Professional structural engineering for year-round durability.

Theme and Representation

The sculptures represent:

- **Native Washoe Woman**: Weaving a basket.
- **Old Schooner Sailboat**: Symbolizing Lake Tahoe's boating history.
- **Vintage Skier**: Depicting early skiing and snow recreation.
- **Bear**: Representing the region's wildlife.

Interactive and Accessibility Elements

- **Bronze Footprints**: Life-size footprints connecting each sculpture.
- **Plaques with Braille**: Accessibility-enhanced signage at each sculpture.
- **Transparency**: Mesh design allows visibility for all visitors, including those in wheelchairs.

Cultural Significance

The project reflects the rich history of the Lake Tahoe Basin, highlighting the contributions of the Washoe tribe, early settlers, and native wildlife.

Management and Supervision

- **Project Oversight**: Terrie Bennett will manage all aspects.

- **Project Support**: Nicki Bennett will support and assist Terrie Bennett, as needed throughout the process.
- **Local Collaboration**: Involvement of local artisans and contractors.
- **Regular Site Visits**: Scheduled updates and quality checks.

Timeline

November 2024 – *Design Finalization*

- **Design**: Finalize detailed designs for all four sculptures, including specifications for size, materials, and internal elements.
- **3D Renderings**: Develop site-specific renderings for Lake View Commons.
- **Washoe Tribe Collaboration**: Meet with tribe representatives to arrange for the creation of plaster casts of footprints.

- **Hire Structural Engineer**: Create engineering plan for sculpture fabrication, support and installation.

December 2024 – *Studio Preparation & Material Procurement*

- **Studio Setup**: Acquire tools, workbenches, welding supplies, and other necessary equipment.
- **Materials Procurement**: Purchase all metal and other materials, depending on receipt of initial project payment (see PSA Exhibit B for details).
- **Footprint Mold Creation**: Meet with the Washoe tribe to create plaster molds of footprints for later casting in bronze.

January 2025 – *Fabrication of Sculpture #1*

- **Fabrication**: Begin construction of the first stainless steel box for Sculpture #1.
- **Sculpting**: Begin sculpting the internal elements of Sculpture #1 (estimated completion time: 4-6 weeks).
- **Bronze Casting Preparation**: Create silicone molds of the footprints in preparation for the lost-wax bronze casting process.
- **Site Work Design**: Hire a contractor to design the site work for installation.

February 2025 – *Fabrication of Sculpture #2*

- **Fabrication**: Begin construction of the second stainless steel box for Sculpture #2.

- **Sculpting**: Start sculpting the internal elements of Sculpture #2 (estimated completion time: 4-6 weeks).
- **Bronze Casting**: Prepare wax models of the footprints and ship them to the foundry for casting (casting timeframe: 4-6 weeks).

March 2025 – *Fabrication of Sculpture #3 and Installation Design*

- **Fabrication**: Begin construction of the third stainless steel box for Sculpture #3.
- **Sculpting**: Start sculpting the internal elements of Sculpture #3 (estimated completion time: 4-6 weeks).
- **Installation Planning**: Collaborate with a structural engineer to finalize installation details, including hardware, concrete work, and foundation requirements.
- **Bronze Plaques**: Design and proof the bronze plaques for each sculpture and submit the order.

April 2025 – *Fabrication of Sculpture #4 and Bronze Work*

- **Fabrication**: Begin construction of the fourth and final stainless steel box for Sculpture #4 (completion by mid-May).
- **Bronze Footprints**: Receive bronze castings of the footprints in late March/early April.
- **Finishing**: Begin applying patina to the bronze footprints and welding hardware to prepare them for installation into the concrete pads.

May 2025 – *Installation and Final Completion*

Completion of Sculptures: Finish the sculpting and fabrication of all four sculptures, including their internal elements and pedestals.

- **Pre-Installation Work**: Perform preliminary site work in early May to prepare the area for installation, including concrete foundation work.
- **Sculpture Delivery**: Deliver all sculptures to Lake View Commons for installation.
- **Final Installation**: Complete the installation of all sculptures and bronze footprints. Ensure the installation is completed before Memorial Day 2025.

Final Inspection & Handover: Conduct a final inspection and handover of the completed project.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$100,000**
TOTAL (not to exceed)	**$100,000**

TIMELINE

Delivery Schedule and Implementation Timeline upon execution of the contract:

- Design Finalization: 1 month. Final design plans to be submitted to City for review and approval.
- Material Procurement: 1 month
- Fabrication: 3 months
- Installation Preparation: 1 month
- Installation: 2 weeks
- Final Inspection and Handover: 1 week

Projected Installation: May 2025

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

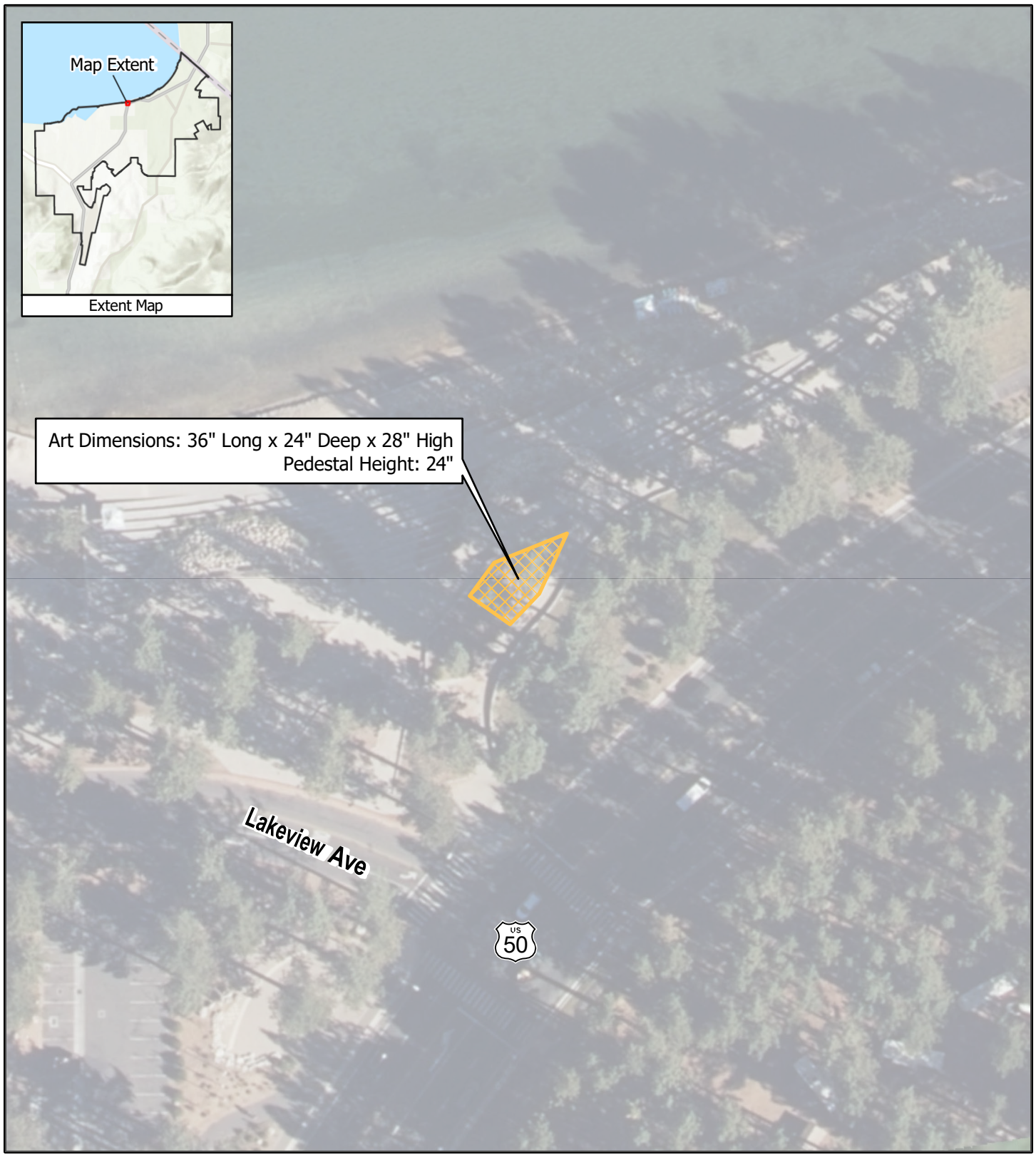
The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Terrie Bennett, Artist

By: Terrie Bennett
Terrie Bennett (Nov 25, 2024 14:14 PST)



CITY OF SOUTH LAKE TAHOE

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CERTIFICATE OF LIABILITY INSURANCE

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C-291-2024 Terrie Bennett Public Art

Final Audit Report 2024-11-25

Created:	2024-11-21
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQLm56vAPtmFskDXNBLfMQSIbmG8xgzJQ

"C-291-2024 Terrie Bennett Public Art" History

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2024-11-21 - 10:12:54 PM GMT

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Agreement completed.

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CITY OF SOUTH LAKE TAHOE

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and __Terrie Bennett_____ ("Consultant") is entered into and effective as of the _20__ day of _May_____ 2025, extending and amending the Professional Services Agreement ("Agreement") dated ____November 19, 2024_____.(C-291-2024)

RECITALS

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A. On _November 19, 2024_____, the City entered into the Agreement with Consultant to perform professional design services for all tasks outlined within the proposed scope of work for the Lakeview Commons Public Art Installation.
B. The Parties now desire to alter the Agreement's Term to allow the Consultant additional time to complete the Scope of Services.

AGREEMENT

Section 2 of the Agreement is hereby amended such that the Term ends on _September 1, 2025_____.

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

CITY OF SOUTH LAKE TAHOE

By: _____
Tamara Wallace, Mayor

CONSULTANT

By: _____

Business License # 331855

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:10

Agenda Item: Judicial Foreclosure Actions for Community Facilities District No. 2001-1 (Heavenly Village) to Collect Delinquent Special Tax Installments

Executive Summary: In 2001, the South Tahoe Redevelopment Agency established Community Facilities District No. 2001-1 to fund public facilities related to the Park Avenue (Heavenly Village) redevelopment project, and issued bonds to pay for the public facilities. The special tax assessments are levied annually by way of the El Dorado County Tax Roll for the payment of the bonds. A lien has been placed on each parcel in the Community Facilities District which secures the special tax and interest and penalties on delinquent installments. Annual special tax installments on four parcels have not been paid for multiple years. Pursuant to the Mello-Roos Act, the Redevelopment Successor Agency, acting as the legislative body of the Community Facilities District, is authorized to order that any delinquent installments be collected by judicial foreclosure proceedings. The proposed resolution would authorize such proceedings. The Redevelopment Successor Agency has contracted with law firm Stradling, Yocca, Carlson & Rauth LLP to prosecute these judicial foreclosure actions on behalf of the Community Facilities District.

Requested Action / Suggested Motions: Acting as the South Tahoe Redevelopment Successor Agency, Pass a Resolution ordering commencement of judicial foreclosure actions pursuant to the Mello-Roos Community Facilities Act of 1982 to collect delinquent special tax installments and directing the removal of delinquent special tax installments from the County tax roll.

Responsible Staff Member: Heather Stroud, City Attorney Olga Tikhomirova, Director of Finance

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

01 - Staff Report - CFD 2001-1 - Foreclosure actions.docx
02 - Resolution - Foreclosure CFD 2001-1.docx

City of South Lake Tahoe
Report to **Redevelopment Successor Agency**

Meeting Date: May 20, 2025

Title: **Judicial Foreclosure Actions for Community Facilities District No. 2001-1 (Heavenly Village) to Collect Delinquent Special Tax Installments**

Location: Citywide

Responsible Staff Members: Heather Stroud, City Attorney (530) 542-6046
Olga Tikhomirova, Director of Finance (530) 542-7431

Background: In 2001, the South Tahoe Redevelopment Agency (Agency) Board of Directors established Community Facilities District No 2001-1 (CFD) to fund public facilities related to the Park Avenue (Heavenly Village) redevelopment project. The Agency issued bonds to pay for the public improvements associated with the project. The special tax installments are levied annually by way of the El Dorado County Tax Roll for the payment of the bonds. A lien has been placed on each parcel within the CFD which secures the annual Special Tax and interest and penalties on delinquent installments.

The Agency has covenanted with and for the benefit of the owners of the bonds that it will commence judicial foreclosure proceedings against all parcels owned by a property owner where the aggregate delinquent installments on such parcels is greater than $1,000; and commence judicial foreclosure proceedings against all parcels with delinquent installments in which it receives Special Taxes in an amount which is less than 90% of the total Special Taxes levied for such Fiscal Year; and diligently pursue such foreclosure proceedings in accordance with the provisions of the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, *et seq.*) (the "Mello-Roos Act") and applicable law until the delinquent Special Taxes are paid.

Issue and Discussion: The annual special tax installments listed below have not been paid. Pursuant to the Mello-Roos Act, the Agency, acting as the legislative body of the CFD, is authorized to order that any delinquent installments be collected by judicial foreclosure proceedings.

Parcel	Owner's Name	Tax Year	Amount Delinquent
513-100-003-000	Perez Robert Armando	2019/20	$281.98
513-100-003-000	Perez Robert Armando	2020/21	$281.98
513-100-003-000	Perez Robert Armando	2023/24	$281.98
513-118-002-000	Perez Robert Armando	2019/20	$281.98
513-118-002-000	Perez Robert Armando	2020/21	$281.98
513-118-002-000	Perez Robert Armando	2023/24	$281.98
514-102-001-000	Perez Robert Armando	2022/23	$281.98
514-102-001-000	Perez Robert Armando	2023/24	$281.98
515-241-004-000	Davis Philip & Davis Tina	2019/20	$281.98

Parcel	Owner's Name	Tax Year	Amount Delinquent
515-241-004-000	Davis Philip & Davis Tina	2020/21	$281.98
515-241-004-000	Davis Philip & Davis Tina	2021/22	$281.98
515-241-004-000	Davis Philip & Davis Tina	2022/23	$281.98
515-241-004-000	Davis Philip & Davis Tina	2023/24	$281.98

Financial Implications: Any costs incurred by the Agency to satisfy the foreclosure covenant shall be a cost of the CFD and, therefore, shall be paid from funds available to the CFD, and not any other funds of the Agency.

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

Policy Implications: None.

Resolution 2025-XXX

Adopted by the Board of Directors of the
South Tahoe Redevelopment Successor Agency

May 20, 2025

Acting as the Legislative Body of Community Facilities District No. 2001-1, Ordering the Commencement of Judicial Foreclosure Actions Pursuant to the Mello-Roos Community Facilities Act of 1982 to Collect Delinquent Special Tax Installments and Directing the Removal of Delinquent Special Tax Installments from the County Tax Roll

BACKGROUND

A. Pursuant to the Mello-Ross Community Facilities Act of 1982 (Government Code Section 53311, *et seq*.) ("Mello-Roos Act"), Community Facilities District No. 2001-1 ("CFD") has incurred bonded indebtedness to finance certain public infrastructure improvements and duly and regularly levied a special tax against parcels of real property within the CFD by way of the El Dorado County Tax Roll for the payment of such bonded indebtedness ("Special Tax").

B. The CFD has duly recorded notice of the levy of the Special Tax, thereby imposing a lien securing each installment thereof, and interest and penalties thereon, against those parcels set forth in said notice.

C. Those installment(s) of the Special Tax set forth in Exhibit "A" attached hereto have not been paid when due and remain delinquent.

D. The Board of Directors of the South Tahoe Redevelopment Successor Agency acting as the legislative body of the CFD ("Successor Agency") is authorized by the Mello-Roos Act to order, not later than four (4) years after the due date of the last installment of principal due on the bonds secured by the levy of the Special Tax, that any delinquent installments thereof be collected by action(s) brought in the Superior Court to foreclose the liens securing those installments.

E. Pursuant to the Mello-Roos Act, the CFD has covenanted with the owners of the bonded indebtedness secured by the Special Tax to institute and prosecute judicial foreclosure actions to collect delinquent installments of the Special Tax ("Bond Covenant").

F. The Successor Agency has determined that the public interest and necessity, including, but not limited to, the Bond Covenant, requires the prosecution of judicial foreclosure actions to collect delinquent installment(s) of the Special Tax set forth in Exhibit "A."

G. When a foreclosure action is ordered to be commenced pursuant to the Mello-Roos Act, the county tax collector ("Tax Collector") shall be credited upon the current tax roll with the amount charged on account of the delinquent Special Tax to be sued on, including applicable penalties, interest, and costs, and to be relieved of further duty in regard thereto.

H. The Mello-Roos Act requires a Notice of Intent to Remove Delinquent Special Tax Installments from the Tax Roll ("NOI") to be recorded prior to the removal of the delinquent Special Tax installments from the county tax roll.

I. The CFD previously retained Willdan Financial Services ("Financial Consultant") to administer the CFD.

J. The CFD previously retained Stradling, Yocca, Carlson & Rauth LLP ("Special Counsel"), to prosecute judicial foreclosure actions on behalf of the CFD.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the Board of Directors of the South Tahoe Redevelopment Successor Agency:

1. Declares that the foregoing recitals are true and correct and are incorporated herein by this reference.

2. Incorporates herein by this reference the delinquent Special Tax installment(s) listed in Exhibit "A," and directs that these delinquent Special Tax installment(s) shall be collected by action(s) brought pursuant to the Mello-Roos Act in the applicable Superior Court of the State of California to foreclose the liens securing those delinquent Special Tax installments ("Foreclosure Action(s)").

3. Authorizes and directs Special Counsel to initiate and litigate the Foreclosure Action(s) on behalf of the CFD.

4. Authorizes and directs Special Counsel to seek all costs and attorneys' fees incurred in the collection of the delinquent Special Taxes in the Foreclosure Action(s) pursuant to the Mello-Roos Act, and authorizes Special Counsel to require payment of costs and attorneys' fees as a condition of any pre-judgment or post-judgment redemption.

5. Authorizes and directs Special Counsel, in conjunction with Agency staff and the Financial Consultant, to take the following actions pursuant to Section 53356.2 of the Mello-Roos Act:

    a. Record an NOI that corresponds to the delinquent parcel(s) listed in Exhibit "A" and lists the City Manager of the City of South Lake Tahoe, as Executive Director of the Successor Agency ("Executive Director") as the official to be contacted regarding the delinquent installment amounts;

    b. To present to the Tax Collector written proof of the recordation of the NOI together with a request for the Tax Collector to remove the delinquent Special Tax installment(s) from the tax rolls for each parcel listed in Exhibit "A"; and

c. To credit the Tax Collector upon the current tax roll with the amount charged on account for the parcel(s) listed in Exhibit “A”, including applicable penalties, interest, and costs, and relieve the Tax Collector of further duty in regard thereto.

6. Hereby ratifies any prior actions set forth in Section 5 above, in the case that any such actions have already been completed.

7. In the event that future installments of the Special Tax levied against parcel(s) listed in Exhibit “A” became delinquent during the pendency of the Foreclosure Action(s) and/or prior to the particular delinquent parcel’s sale pursuant to judgment, directs Special Counsel to cause such future delinquent Special Tax installments to be removed from the county tax roll and collected, along with any applicable interest, penalties, costs, fees and other charges, through the corresponding pending Foreclosure Action(s) or modification of the judgment pursuant to Section 53356.1(c) of the Mello-Roos Act.

8. Hereby authorizes and directs the Chair, Secretary, Executive Director , and other officers of the Successor Agency to take any actions and execute and deliver any and all documents as necessary to implement the terms of this Resolution, including entering into agreements for services with Special Counsel and other consultants to pursue the collection of the delinquent Special Tax installments. In the event that the Executive Director is unavailable to sign any document to be executed pursuant to the terms of this Resolution, then their designee may sign such document.

9. Declares that this Resolution shall take effect immediately upon its adoption.

Adopted by the Board of Directors of the South Tahoe Redevelopment Successor Agency on May 20, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Chair

Attest:

_____

Susan Blankenship, Secretary

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

Exhibit A

City of South Lake Tahoe
Community Facili? es District No. 2001-1
Parcels Exceeding Foreclosure Thresholds

Parcel	Owner's Name	District	Tax Year	Installments
513100003000	Perez Robert Armando	CFD No. 2001-1	2019/20	1st & 2nd
513100003000	Perez Robert Armando	CFD No. 2001-1	2020/21	1st & 2nd
513100003000	Perez Robert Armando	CFD No. 2001-1	2023/24	1st & 2nd
513118002000	Perez Robert Armando	CFD No. 2001-1	2019/20	1st & 2nd
513118002000	Perez Robert Armando	CFD No. 2001-1	2020/21	1st & 2nd
513118002000	Perez Robert Armando	CFD No. 2001-1	2023/24	1st & 2nd
514102001000	Perez Robert Armando	CFD No. 2001-1	2022/23	1st & 2nd
514102001000	Perez Robert Armando	CFD No. 2001-1	2023/24	1st & 2nd
515241004000	Davis Philip & Davis Tina	CFD No. 2001-1	2019/20	1st & 2nd
515241004000	Davis Philip & Davis Tina	CFD No. 2001-1	2020/21	1st & 2nd
515241004000	Davis Philip & Davis Tina	CFD No. 2001-1	2021/22	1st & 2nd
515241004000	Davis Philip & Davis Tina	CFD No. 2001-1	2022/23	1st & 2nd
515241004000	Davis Philip & Davis Tina	CFD No. 2001-1	2023/24	1st & 2nd

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:11

Agenda Item: Amendments to Time-Share Ordinance Confirming that Fractional Ownerships are Time-Shares and Making Other Updates (First Reading)

Executive Summary: At the request of City Council, staff is proposing edits to update the City's time-share ordinance to clarify and explicitly state that fractional ownership of residential properties is regulated by the City's time-share ordinance, and to make other updates for consistency with state law and for clarity. On March 20, 2025, the Planning Commission unanimously adopted Resolution No. 2025-004, recommending that City Council adopt this ordinance.

Requested Action / Suggested Motions: Hold a first reading (by title only) of an Ordinance Amending Chapter 6.60 of the South Lake Tahoe City Code (Time-Share), Confirming that Fractional Ownerships Are Time-Shares and Making Other Updates, and refer second reading and adoption to the June 3, 2025 meeting.

Responsible Staff Member: Heather Stroud, City Attorney

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

Attachments:

01 - Staff Report - Time Share Ord Amendments (First Reading).docx
02 - Ordinance - Time Share Amendment.docx
03 - Ordinance Redline.pdf
04 - PC Reso 2025-004.pdf
05-PH Notice-Timeshare Ordinance.pdf

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

Meeting Date: May 20, 2025

Title: Amendments to Time-Share Ordinance Confirming That Fractional Ownerships Are Time-Shares and Making Other Updates

Location: Citywide

Responsible Staff Member: Heather L. Stroud, City Attorney (530) 542-6046

Background:
The City first adopted an ordinance regulating time-share uses in 1980 ("Time-Share Ordinance"). First adopted on March 4, 1980, as City Council Ordinance No. 558, the Time-Share Ordinance has been amended several times since then, most recently on June 20, 2006 by adoption of City Council Ordinance No. 966. Since 1987, the Time-Share Ordinance has prohibited the conversion of existing residential property to time-share use, based on findings stated in South Lake Tahoe City Code section 6.60.010 of a "critical shortage of affordable housing," and that "the conversion of residential property within the city to vacation time-sharing projects eliminates residential property otherwise available for rental in the city."

In 2021, the City started to receive complaints about "fractional ownerships" of single-family residences being advertised and sold. The City sent a courtesy notice and notice cease and desist advertising and selling such fractional ownerships to the responsible entities, notifying them that fractional ownerships were included in the definition of "time-share" and therefore prohibited under the Time Share Ordinance.

A company called Pacaso was the primary entity advertising and selling fractional ownerships. Pacaso established three single-family residential properties as fractional ownerships prior to the 2021 cease and desist letter: 3737 Terrace Drive, 3914 Saddle Road, and 783 Michael Drive. In September 2024, the City and Pacaso entered into settlement agreements regarding these properties, whereby Pacaso agreed not to "market, use, or sell any single family home in the City that is fractionally-owned, or intended to be fractionally owned, for as long as the City Time Share Regulations, as may be amended, remain in effect." In exchange, the City agreed not to "undertake any enforcement action based on the City Time Share Regulations, as may be amended" against those three properties.

At the time the settlement agreements were approved, City Council requested that the City Attorney bring back an amendment to confirm and clarify that fractional ownerships are prohibited under the Time Share Ordinance.

On March 20, 2025, the Planning Commission considered the proposed amendments and unanimously passed Resolution No. 2025-004, recommending that the City Council adopt the

ordinance amending the Time Share Ordinance to confirm and clarify that fractional ownerships are prohibited.

Issue and Discussion:
While fractional ownerships are no longer being marketed in South Lake Tahoe to the City's knowledge, an update to the Time Share Ordinance is warranted to confirm that this type of use is prohibited. This is achieved by amending the definition of "time-share" in Subsection 6.60.020(O) to read:

> "Time-share" means the exclusive right to use and occupy a unit on a periodic basis in any manner which under the laws of the state of California constitutes a time-share plan or estate, irrespective of whether such rights are a result of a grant of ownership rights, possessory rights, membership rights, rights pursuant to contract, or ownership of a fractional interest or share in the unit. This definition includes all legal documents creating any such interest and the unit actually occupied under any such arrangement.

Additional updates to the Time Share Ordinance are proposed to remove references to outdated Tahoe Regional Planning Agency regulations and the South Tahoe Redevelopment Agency, and for consistency with the California Vacation Ownership and Time-Share Act of 2004, Business & Professions Code section 11210 *et seq.*

Financial Implications:
There are no financial implications associated with this action because it is confirming existing regulation.

Environmental Considerations:
This Ordinance is not a project requiring environmental review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15378(a) because it simply confirms and updates the existing regulation and thereby it does not have the potential for resulting in either a direct or indirect physical change in the environment.

Policy Implications:
The proposed amendments are consistent with the policy findings in South Lake Tahoe City Code section 6.60.010.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

June 3, 2025

An Ordinance Amending Chapter 6.60 of the South Lake Tahoe City Code (Time-Share), Confirming That Fractional Ownerships Are Time-Shares and Making Other Updates

FINDINGS

A. The City first adopted an ordinance regulating time-share uses in 1980 ("Time-Share Ordinance"). First adopted on March 4, 1980, as City Council Ordinance No. 558, the Time-Share Ordinance has been amended several times since then, most recently on June 20, 2006 by adoption of City Council Ordinance No. 966.

B. Since 1987, the Time-Share Ordinance has prohibited the conversion of existing residential property to time-share use, based on findings stated in South Lake Tahoe City Code section 6.60.010 of a "critical shortage of affordable housing," and that "the conversion of residential property within the city to vacation time-sharing projects eliminates residential property otherwise available for rental in the city."

C. In 2021, the City started to receive complaints about "fractional ownerships" of single-family residences being advertised and sold. The City sent a courtesy notice and notice cease and desist advertising and selling such fractional ownerships to the responsible entities, notifying them that fractional ownerships were included in the definition of "time-share" and therefore prohibited under the Time Share Ordinance.

D. While fractional ownerships are no longer being marketed in South Lake Tahoe to the City's knowledge, an update to the Time Share Ordinance is warranted to confirm that this type of use is prohibited. Additional updates to the Time Share Ordinance are also warranted to remove references to outdated Tahoe Regional Planning Agency regulations and the South Tahoe Redevelopment Agency, and for consistency with the California Vacation Ownership and Time-Share Act of 2004, Business & Professions Code section 11210 *et seq.*

E. The Planning Commission considered this proposed ordinance at a duly noticed public hearing on March 20, 2025, and pursuant to Government Code section 65853, recommended that the City Council adopt the ordinance by unanimously approving Resolution No. 2025-004.

F. On May 9, 2025, a notice of this public hearing was published in the Tahoe Daily Tribune pursuant to Government Code sections 65090, 56091, and 65854, and at its meeting on May 20, 2025, the City Council held a public hearing to consider these amendments.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Subsection 6.60.010(G) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

> And whereas many owners of time-share units are renting their units to transients (as such term is defined in SLTCC 3.00.010) without accounting to the city for the tax imposed by SLTCC 3.50.050. Such rentals compete directly with the transient lodging facilities industry which is a very substantial factor in the economy of the city. These time-sharing projects should contribute to the city's economy in a manner similar to transients renting motel or hotel units;

SECTION 2. Section 6.60.020 (Definitions) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

> A. "City manager" means the duly appointed city manager or their designee.
>
> B. "Commercial activity" means any and all activity which does, may or could result in the sale of a service commodity or product.
>
> > 1. This definition shall include any communication, oral or written, with actual or prospective purchasers which is intended to obtain a commitment from the actual or prospective purchaser to participate in any promotion or sales activity intended to generate or encourage sale of the service, commodity or product offered.
> >
> > 2. This definition shall specifically include any offer or inducement, whether characterized as a "free" or "discount" offer, which is intended to obtain the participation of the actual or prospective purchaser in any such sales or promotional presentation.
> >
> > 3. This definition shall further specifically include the distribution or handing out of any written materials regarding any such offer, inducement or incentive to any actual or prospective purchaser.
> >
> > 4. The term "sale" as used in this chapter shall include solicitations for commercial transactions, as well as actual exchange of consideration pursuant to any such transaction; provided, however, that nothing in this definition shall be construed to prohibit or impede any right or activity which may be judicially determined to constitute protected activity under the Constitution of the United States or the state of California.
>
> C. "Conversion" means the reuse of all or part of the physical structure of an existing tourist accommodation property when the use is changed to a time-share (hotel/motel or residential design) use. The reuse of the tourist accommodation units of use for a demolished structure is not a conversion.
>
> D. "Developer" means, in the case of any given property, any person or entity which is in the business of creating or which is in the business of selling its own time-share intervals in any time-share program. This definition does not include a person acting solely as a sales agent for a previously approved time-share program.

E. “Developer/project owner” means any person who offers to dispose of or actually disposes of, by any lawful means, interest in a time-share project. This term shall include any person with any active interest in a time-share project, including partners, officers, directors and/or holders of majority voting stock.

F. “Development, project or property” means all of the real property subject to a project instrument.

G. “Offering” means any offer to sell, solicitation, inducement or advertisement whether by person-to-person contact, through radio, television, newspaper, magazine, or by mail whereby a person is given an opportunity to acquire a time-share interval. Any offering of a time-share interval which is not located in the city shall not be an offering if such offer is in compliance with the laws of the jurisdiction in which the time-share interval is located. This chapter shall in no way be construed to exempt anyone from the laws of the state of California.

H. “Off-premises contact” means any commercial activity, as defined herein, which is conducted at a location other than the premises upon which the time-share units being offered for sale are located.

1. This definition shall exclude any commercial activity as it may be performed by a duly licensed California real estate agent or broker who conducts such sales without the use of nonlicensees for solicitation of prospective purchasers.

I. “Person” means any natural person, combination of natural persons, corporation, partnership, trust, joint venture or other legal and commercial entity.

J. “Project” means the real property or properties in which the time-share interests are created for sale by any single instrument or series of instruments.

K. “Project instrument” means one or more recordable documents applicable to the whole project by whatever name denominated, containing restrictions or covenants regulating the use, occupancy or disposition of an entire project, including any amendments to the documents, but excluding any law, ordinance or governmental regulation.

L. “Purchaser” means any person other than a developer/project owner or a licensed California lending institution to which an offer to purchase a time-share interest is made or which purchases such interest.

M. “Representative/solicitor” means any person who on behalf of himself or any developer/owner solicits persons at a location other than on the time-share property to attend a sales presentation or consider the purchase of a time-share interest.

1. This definition shall exclude any duly licensed California real estate agent or broker who conducts time-share sales without the use of nonlicensees for solicitation of prospective purchasers.

N. “Sales agent” means a person who sells or offers to sell time-share intervals in a time-share program to a purchaser.

O. “Time-share” means the exclusive right to use and occupy a unit on a periodic basis in any manner which under the laws of the state of California constitutes a time-share plan or estate, irrespective of whether such rights are a result of a grant of ownership rights, possessory rights, membership rights, rights pursuant to contract, or ownership of a fractional interest or

share in the unit. This definition includes all legal documents creating any such interest and the unit actually occupied under any such arrangement.

P. “Time-share estate” means an ownership or leasehold estate in property devoted to a time-share fee (tenants in common, time span ownership, interval ownership) or a time-share lease.

Q. “Time-share interval” means a time-share estate or a time-share use.

R. “Time-share instrument” means any document, by whatever name denominated, creating or regulating time-share programs, but excluding any law, ordinance or governmental regulation.

S. “Time-share program” means any arrangement for time-share intervals in a time-sharing project whereby the use, occupancy or possession of real property has been made subject to either a time-share estate or time-share use whereby such use, occupancy or possession circulates among purchasers of the time-share intervals according to a fixed or floating time schedule on a periodic basis for a specific period of time during any given year, but not necessarily for consecutive years.

T. “Time-share use” means any contractual right of exclusive occupancy which does not fall within the definition of a time-share estate, including, without limitation, a vacation license, prepaid hotel reservation, club membership, limited partnership or vacation bond.

U. “Unit” means each portion of the real property or real property improvement in a project which is divided into time-share intervals.

V. “Vacation time-sharing project” means any real property subject to a time-share program.

W. “Employee” means any representative/solicitor utilized or retained by a developer/project owner for off-premises contact purposes, whether or not the relationship of independent contractor exists between the representative/solicitor and developer/project owner; provided, however, that the responsibility of a developer/project owner as to the conduct of any representative/solicitor shall be solely for the purposes of this chapter and shall not be deemed or construed to make a developer/project owner responsible in any manner for conduct of a representative/solicitor except with regard to the regulatory purposes of this chapter.

SECTION 3. Section 6.60.040 (Use permits) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

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.

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.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Council finds that this Ordinance is not a project requiring environmental review under the California Environmental Quality Act (“CEQA”) under CEQA Guidelines section 15378(a) because it simply confirms and updates the existing regulation and thereby it does not have the potential for resulting in either a direct or indirect physical change in the environment.

SECTION 6. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 7. This Ordinance shall become effective 30 days following its adoption.

Adopted by the City of South Lake Tahoe City Council on June 3, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

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

Chapter 6.60

TIME-SHARE

Sections:

6.60.010 Statement of legislative intent.
6.60.020 Definitions.
6.60.030 Administration.
6.60.040 Use permits.
6.60.050 Disclosure.
6.60.060 Dispute resolution and enforcement.
6.60.070 Prohibition of off-premises contact time-share sales solicitation.
6.60.080 Penalties.
6.60.090 Private actions to enforce.

6.60.010 Statement of legislative intent.

A. Whereas there is a critical shortage of affordable housing in the city of South Lake Tahoe;

B. And whereas the conversion of residential property within the city to vacation time-sharing projects eliminates residential property otherwise available for rental in the city;

C. And whereas vacation time-sharing projects have the character of a commercial use due to the multiple occupancy of such projects by those participating in time-sharing projects;

D. And whereas such projects are therefore appropriately confined to commercial zones;

E. And whereas such commercial or quasi-commercial use is inappropriate in residential areas due to the increased traffic generation and multiple occupancies disturbing the peace and quiet of residential neighborhoods;

F. And whereas the lodging of transients is a substantial factor in the economy of the city;

G. And whereas many owners of time-share units are renting their units to transients (as such term is defined in SLTCC 3.~~50.030~~00.010) without accounting to the city for the tax imposed by SLTCC 3.50.050. Such rentals compete directly with the transient lodging facilities industry which is a very substantial factor in the economy of the city. These time-sharing projects should contribute to the city's economy in a manner similar to transients renting motel or hotel units;

The city council of the city of South Lake Tahoe does hereby find and determine that this chapter is necessary to accomplish the objectives set forth in the above section and to protect the public health, safety and welfare of the citizens of the city of South Lake Tahoe pursuant to the laws of the state of California.

6.60.020 Definitions.

A. "City manager" means the duly appointed city manager or their ~~his/her~~ designee.

B. "Commercial activity" means any and all activity which does, may or could result in the sale of a service commodity or product.

1. This definition shall include any communication, oral or written, with actual or prospective purchasers which is intended to obtain a commitment from the actual or prospective purchaser to participate in any promotion or sales activity intended to generate or encourage sale of the service, commodity or product offered.

2. This definition shall specifically include any offer or inducement, whether characterized as a “free” or “discount” offer, which is intended to obtain the participation of the actual or prospective purchaser in any such sales or promotional presentation.

3. This definition shall further specifically include the distribution or handing out of any written materials regarding any such offer, inducement or incentive to any actual or prospective purchaser.

4. The term “sale” as used in this chapter shall include solicitations for commercial transactions, as well as actual exchange of consideration pursuant to any such transaction; provided, however, that nothing in this definition shall be construed to prohibit or impede any right or activity which may be judicially determined to constitute protected activity under the Constitution of the United States or the state of California.

C. “Conversion” means the reuse of all or part of the physical structure of an existing tourist accommodation property when the use is changed to a time-share (hotel/motel or residential design) use. The reuse of the tourist accommodation units of use for a demolished structure is not a conversion.

D. “Developer” means, in the case of any given property, any person or entity which is in the business of creating or which is in the business of selling its own time-share intervals in any time-share program. This definition does not include a person acting solely as a sales agent for a previously approved time-share program.

E. “Developer/project owner” means any person who offers to dispose of or actually disposes of, by any lawful means, interest in a time-share project. This term shall include any person with any active interest in a time-share project, including partners, officers, directors and/or holders of majority voting stock.

F. “Development, project or property” means all of the real property subject to a project instrument.

G. “Offering” means any offer to sell, solicitation, inducement or advertisement whether by person-to-person contact, through radio, television, newspaper, magazine, or by mail whereby a person is given an opportunity to acquire a time-share interval. Any offering of a time-share interval which is not located in the city shall not be an offering if such offer is in compliance with the laws of the jurisdiction in which the time-share interval is located. This chapter shall in no way be construed to exempt anyone from the laws of the state of California.

H. “Off-premises contact” means any commercial activity, as defined herein, which is conducted at a location other than the premises upon which the time-share units being offered for sale are located.

1. This definition shall exclude any commercial activity as it may be performed by a duly licensed California real estate agent or broker who conducts such sales without the use of nonlicensees for solicitation of prospective purchasers.

I. "Person" means any natural person, combination of natural persons, corporation, partnership, trust, joint venture or other legal and commercial entity.

J. "Project" means the real property or properties in which the time-share interests are created for sale by any single instrument or series of instruments.

K. "Project instrument" means one or more recordable documents applicable to the whole project by whatever name denominated, containing restrictions or covenants regulating the use, occupancy or disposition of an entire project, including any amendments to the documents, but excluding any law, ordinance or governmental regulation.

L. "Purchaser" means any person other than a developer/project owner or a licensed California lending institution to which an offer to purchase a time-share interest is made or which purchases such interest.

M. "Representative/solicitor" means any person who on behalf of himself or any developer/owner solicits persons at a location other than on the time-share property to attend a sales presentation or consider the purchase of a time-share interest.

1. This definition shall exclude any duly licensed California real estate agent or broker who conducts time-share sales without the use of nonlicensees for solicitation of prospective purchasers.

N. "Sales agent" means a person who sells or offers to sell time-share intervals in a time-share program to a purchaser.

O. "Time-share" means the exclusive right to use and occupy a unit on a periodic basis in any manner which under the laws of the state of California constitutes a time-share ~~arrangement~~ plan or estate, irrespective of whether such rights are a result of a grant of ownership rights, possessory rights, membership rights, rights pursuant to contract, or ownership of a fractional interest or share in the unit. This definition includes all legal documents creating any such interest and the unit actually occupied under any such arrangement.

P. "Time-share estate" means an ownership or leasehold estate in property devoted to a time-share fee (tenants in common, time span ownership, interval ownership) or a time-share lease.

~~Q. "Time-share (hotel/motel design)" is defined in Chapter 18 of the TRPA Code of Ordinances as: A right to exclusively use, occupy or possess a tourist accommodation unit of a hotel/motel design without kitchen units, according to a fixed or floating time schedule on a periodic basis occurring annually over a period of time in excess of three years.~~

~~R~~Q. "Time-share interval" means a time-share estate or~~f~~ a time-share use.

~~S~~R. "Time-share instrument" means any document, by whatever name denominated, creating or regulating time-share programs, but excluding any law, ordinance or governmental regulation.

~~T~~S. “Time-share program” means any arrangement for time-share intervals in a time-sharing project whereby the use, occupancy or possession of real property has been made subject to either a time-share estate or time-share use whereby such use, occupancy or possession circulates among purchasers of the time-share intervals according to a fixed or floating time schedule on a periodic basis for a specific period of time during any given year, but not necessarily for consecutive years.

~~U. “Time-share (residential design)” is defined in Chapter 18 of the TRPA Code of Ordinances as: A right to exclusively use, occupy or possess a tourist accommodation unit of a residential design with kitchen units, according to a fixed or floating time schedule on a periodic basis occurring annually over a period of time in excess of three years.~~

~~V~~T. “Time-share use” means any contractual right of exclusive occupancy which does not fall within the definition of a time-share estate, including, without limitation, a vacation license, prepaid hotel reservation, club membership, limited partnership or vacation bond.

~~W~~U. “Unit” means each portion of the real property or real property improvement in a project which is divided into time-share intervals.

~~X~~V. “Vacation time-sharing project” means any real property subject to a time-share program.

~~Y~~W. “Employee” means any representative/solicitor utilized or retained by a developer/project owner for off-premises contact purposes, whether or not the relationship of independent contractor exists between the representative/solicitor and developer/project owner; provided, however, that the responsibility of a developer/project owner as to the conduct of any representative/solicitor shall be solely for the purposes of this chapter and shall not be deemed or construed to make a developer/project owner responsible in any manner for conduct of a representative/solicitor except with regard to the regulatory purposes of this chapter.

6.60.030 Administration.

A. Regulations. The city manager may as reasonably required make regulations to carry out the purpose and intent of the city council in the adoption of this chapter. Such regulations may include, but shall not necessarily be limited to, the process to be used for hearings, the fees to be charged for applications and renewals thereof, and the forms utilized for the making and processing of applications, and the disclosures required to be made in any advertising for sales of a time-share interest.

B. Exclusions and Exceptions. This chapter shall not apply to the following:

1. Transfer of any interest by order of a court of competent jurisdiction.

2. Sale or transfer of a time-share interest by an owner of an individual interest on a resale basis.

3. Transfer by right of inheritance or gratuitous transfer.

4. Transfer by foreclosure or deed in lieu of such action.

6.60.040 Use 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 ~~include~~ allow time-sharinge ~~(residential or hotel/motel design) uses as permissible~~.

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, if applicable, the redevelopment agency~~; and said owner participation agreement contains revenue sources, guarantees, and assurances, satisfactory to the city council ~~(and, if applicable, redevelopment agency)~~ in ~~their~~ 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. ~~In addition, if the project is located in a redevelopment area, the owner participation agreement shall ensure that present and future bonded indebtedness in support of redevelopment projects within the designated area will be paid in full.~~

2. Conversion of existing residential dwellings to time-share ~~use~~units, even if located in a commercially zoned area, is prohibited. Conversion of an existing visitor lodging use to ~~a~~ time-share ~~use~~ units is similarly prohibited. All new construction shall meet all applicable city ~~and, where applicable, redevelopment agency~~ 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.

6.60.050 Disclosure.

A. Each and every representative/solicitor shall, immediately upon making any contact, verbal or written, with a time-share prospect, disclose that the express purpose of the contact and any gift or inducement offered is to attempt to sell time-share units at a time-share project and that unless the prospect is interested in considering the purchase of a time-share interest, they shall discontinue the contact.

B. Each place of business from which off-premises contact is conducted by a representative/solicitor shall have prominently posted a sign setting forth the provisions for the

lodging of complaints regarding the posting of complaints as specified in regulations adopted by the city manager.

6.60.060 Dispute resolution and enforcement.

A. Whenever any person files a written complaint concerning the activities or conduct of any representative/solicitor with the city of South Lake Tahoe, the chamber of commerce, the visitors authority, or any other community organization designated by the city, that complaint shall be heard before a hearing board consisting of a representative of a project owner/developer licensed under this chapter, a representative of either the chamber of commerce or the visitors authority, whichever may be able to serve, and a representative of the public at large, selected by the city, who shall not be employed by, or an officer of, the city.

B. If a majority of the hearing board finds that the complaint is meritorious, it may order such restitution to the complainant as may be reasonable required not to exceed a total value of $500.00.

C. Whenever the city council finds, at a public hearing called for that purpose, that the provisions for complaint resolution hereunder have been ineffective in enforcement of the purpose and intent of this chapter, it may assess each licensee hereunder its pro rata share of the reasonable costs of providing such city enforcement personnel as are necessary to ensure compliance.

D. Any licensee under this chapter who, after five days' written notice, fails or refuses to pay its share of such costs shall be deemed to have relinquished any and all licenses granted hereunder by operation of law.

6.60.070 Prohibition of off-premises contact time-share sales solicitation.

All off-premises contact time-share solicitation is prohibited. This prohibition does not extend to solicitation of sales of a time-share interest which is: (a) conducted by a licensed California real estate broker or agent who conducts such solicitations; and (b) conducted within the premises of a legally established commercial business; or (c) conducted within the scope of a permit, license or other written agreement issued by the city for such off-premises solicitations.

6.60.080 Penalties.

Any violation of this chapter and any regulations adopted under the authority of this chapter shall be a misdemeanor, punishable to the extent established by law. Any violation of this chapter is also hereby declared to be a public nuisance which may be enjoined in any court of competent jurisdiction. The remedies set forth herein are not intended to be exclusive, but are in addition to and separate from any other remedies authorized by law.

6.60.090 Private actions to enforce.

Any person who has suffered, or alleges to have suffered, damage to person or property as a result of a violation of this chapter may bring an action for money damages and any other appropriate relief in a court of competent jurisdiction against the party alleged to have violated this chapter. The prevailing party in any such litigation shall be entitled to recover reasonable litigation costs, including attorney's fees in an amount deemed reasonable by the court.

Nothing herein shall be deemed or construed to create any right of action against the city or any of its officers, employees, or agents. The sole purpose and intent of this section is to create a

right of action between private parties, entities and interests which are or may be impacted or affected by various aspects of time-sharing uses within the city.

Resolution 2025-004

Adopted by the City of South Lake Tahoe Planning Commission

March 20, 2025

Recommending that the City Council Adopt an Ordinance Amending Chapter 6.60 of the South Lake Tahoe City Code (Time-Share), Confirming that Fractional Ownerships Are Time-Shares and Making Other Updates

BACKGROUND

A. The City first adopted an ordinance regulating time-share uses in 1980 ("Time-Share Ordinance"). First adopted on March 4, 1980, as City Council Ordinance No. 558, the Time-Share Ordinance has been amended several times since then, most recently on June 20, 2006 by adoption of City Council Ordinance No. 966.

B. Since 1987, the Time-Share Ordinance has prohibited the conversion of existing residential property to time-share use, based on findings stated in South Lake Tahoe City Code section 6.60.010 of a "critical shortage of affordable housing," and that "the conversion of residential property within the city to vacation time-sharing projects eliminates residential property otherwise available for rental in the city."

C. In 2021, the City started to receive complaints about "fractional ownerships" of single-family residences being advertised and sold. The City sent a courtesy notice and notice cease and desist advertising and selling such fractional ownerships to the responsible entities, notifying them that fractional ownerships were included in the definition of "time-share" and therefore prohibited under the Time Share Ordinance.

D. While fractional ownerships are no longer being marketed in South Lake Tahoe to the City's knowledge, an update to the Time Share Ordinance is warranted to confirm that this type of use is prohibited. Additional updates to the Time Share Ordinance are also warranted to remove references to outdated Tahoe Regional Planning Agency regulations and the South Tahoe Redevelopment Agency, and for consistency with the California Vacation Ownership and Time-Share Act of 2004, Business & Professions Code section 11210 *et seq.*

E. The Planning Commission considered this proposed ordinance at a duly noticed public hearing on March 20, 2025, and pursuant to Government Code section 65853, recommends that the City Council adopt the ordinance.

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

1. Recommends that the City Council adopt the Ordinance attached hereto as Exhibit "A."

Adopted by the City of South Lake Tahoe Planning Commission on March 20, 2025 by the following vote:

Yes: Wieczorek, Feiger, Lucksinger, Imhoff, Williams

Natalia Wieczorek (Mar 26, 2025 08:29 PDT)

Natalia Wieczorek, Chair

Date: Mar 26, 2025

Attest:

Michelle Davis (Mar 26, 2025 08:25 PDT)

Michelle Davis, Assistant 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.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe City Council

May 6, 2025

An Ordinance Amending Chapter 6.60 of the South Lake Tahoe City Code (Time-Share), Confirming That Fractional Ownerships Are Time-Shares and Making Other Updates

FINDINGS

A. The City first adopted an ordinance regulating time-share uses in 1980 ("Time-Share Ordinance"). First adopted on March 4, 1980, as City Council Ordinance No. 558, the Time-Share Ordinance has been amended several times since then, most recently on June 20, 2006 by adoption of City Council Ordinance No. 966.

B. Since 1987, the Time-Share Ordinance has prohibited the conversion of existing residential property to time-share use, based on findings stated in South Lake Tahoe City Code section 6.60.010 of a "critical shortage of affordable housing," and that "the conversion of residential property within the city to vacation time-sharing projects eliminates residential property otherwise available for rental in the city."

C. In 2021, the City started to receive complaints about "fractional ownerships" of single-family residences being advertised and sold. The City sent a courtesy notice and notice cease and desist advertising and selling such fractional ownerships to the responsible entities, notifying them that fractional ownerships were included in the definition of "time-share" and therefore prohibited under the Time Share Ordinance.

D. While fractional ownerships are no longer being marketed in South Lake Tahoe to the City's knowledge, an update to the Time Share Ordinance is warranted to confirm that this type of use is prohibited. Additional updates to the Time Share Ordinance are also warranted to remove references to outdated Tahoe Regional Planning Agency regulations and the South Tahoe Redevelopment Agency, and for consistency with the California Vacation Ownership and Time-Share Act of 2004, Business & Professions Code section 11210 *et seq.*

E. The Planning Commission considered this proposed ordinance at a duly noticed public hearing on March 20, 2025, and pursuant to Government Code section 65853, recommended that the City Council adopt the ordinance.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Subsection 6.60.010(G) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

> And whereas many owners of time-share units are renting their units to transients (as such term is defined in SLTCC 3.00.010) without accounting to the city for the tax imposed by SLTCC 3.50.050. Such rentals compete directly with the transient lodging facilities industry which is a very substantial factor in the economy of the city. These time-sharing projects should contribute to the city's economy in a manner similar to transients renting motel or hotel units;

SECTION 2. Section 6.60.020 (Definitions) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

A. "City manager" means the duly appointed city manager or their designee.

B. "Commercial activity" means any and all activity which does, may or could result in the sale of a service commodity or product.

1. This definition shall include any communication, oral or written, with actual or prospective purchasers which is intended to obtain a commitment from the actual or prospective purchaser to participate in any promotion or sales activity intended to generate or encourage sale of the service, commodity or product offered.

2. This definition shall specifically include any offer or inducement, whether characterized as a "free" or "discount" offer, which is intended to obtain the participation of the actual or prospective purchaser in any such sales or promotional presentation.

3. This definition shall further specifically include the distribution or handing out of any written materials regarding any such offer, inducement or incentive to any actual or prospective purchaser.

4. The term "sale" as used in this chapter shall include solicitations for commercial transactions, as well as actual exchange of consideration pursuant to any such transaction; provided, however, that nothing in this definition shall be construed to prohibit or impede any right or activity which may be judicially determined to constitute protected activity under the Constitution of the United States or the state of California.

C. "Conversion" means the reuse of all or part of the physical structure of an existing tourist accommodation property when the use is changed to a time-share (hotel/motel or residential design) use. The reuse of the tourist accommodation units of use for a demolished structure is not a conversion.

D. "Developer" means, in the case of any given property, any person or entity which is in the business of creating or which is in the business of selling its own time-share intervals in any time-share program. This definition does not include a person acting solely as a sales agent for a previously approved time-share program.

E. "Developer/project owner" means any person who offers to dispose of or actually disposes of, by any lawful means, interest in a time-share project. This term shall include any person with any active interest in a time-share project, including partners, officers, directors and/or holders of majority voting stock.

F. "Development, project or property" means all of the real property subject to a project instrument.

G. “Offering” means any offer to sell, solicitation, inducement or advertisement whether by person-to-person contact, through radio, television, newspaper, magazine, or by mail whereby a person is given an opportunity to acquire a time-share interval. Any offering of a time-share interval which is not located in the city shall not be an offering if such offer is in compliance with the laws of the jurisdiction in which the time-share interval is located. This chapter shall in no way be construed to exempt anyone from the laws of the state of California.

H. “Off-premises contact” means any commercial activity, as defined herein, which is conducted at a location other than the premises upon which the time-share units being offered for sale are located.

1. This definition shall exclude any commercial activity as it may be performed by a duly licensed California real estate agent or broker who conducts such sales without the use of nonlicensees for solicitation of prospective purchasers.

I. “Person” means any natural person, combination of natural persons, corporation, partnership, trust, joint venture or other legal and commercial entity.

J. “Project” means the real property or properties in which the time-share interests are created for sale by any single instrument or series of instruments.

K. “Project instrument” means one or more recordable documents applicable to the whole project by whatever name denominated, containing restrictions or covenants regulating the use, occupancy or disposition of an entire project, including any amendments to the documents, but excluding any law, ordinance or governmental regulation.

L. “Purchaser” means any person other than a developer/project owner or a licensed California lending institution to which an offer to purchase a time-share interest is made or which purchases such interest.

M. “Representative/solicitor” means any person who on behalf of himself or any developer/owner solicits persons at a location other than on the time-share property to attend a sales presentation or consider the purchase of a time-share interest.

1. This definition shall exclude any duly licensed California real estate agent or broker who conducts time-share sales without the use of nonlicensees for solicitation of prospective purchasers.

N. “Sales agent” means a person who sells or offers to sell time-share intervals in a time-share program to a purchaser.

O. “Time-share” means the exclusive right to use and occupy a unit on a periodic basis in any manner which under the laws of the state of California constitutes a time-share plan or estate, irrespective of whether such rights are a result of a grant of ownership rights, possessory rights, membership rights, rights pursuant to contract, or ownership of a fractional interest or share in the unit. This definition includes all legal documents creating any such interest and the unit actually occupied under any such arrangement.

P. “Time-share estate” means an ownership or leasehold estate in property devoted to a time-share fee (tenants in common, time span ownership, interval ownership) or a time-share lease.

Q. “Time-share interval” means a time-share estate or a time-share use.

R. “Time-share instrument” means any document, by whatever name denominated, creating or regulating time-share programs, but excluding any law, ordinance or governmental regulation.

S. “Time-share program” means any arrangement for time-share intervals in a time-sharing project whereby the use, occupancy or possession of real property has been made subject to either a time-share estate or time-share use whereby such use, occupancy or possession circulates among purchasers of the time-share intervals according to a fixed or floating time schedule on a periodic basis for a specific period of time during any given year, but not necessarily for consecutive years.

T. “Time-share use” means any contractual right of exclusive occupancy which does not fall within the definition of a time-share estate, including, without limitation, a vacation license, prepaid hotel reservation, club membership, limited partnership or vacation bond.

U. “Unit” means each portion of the real property or real property improvement in a project which is divided into time-share intervals.

V. “Vacation time-sharing project” means any real property subject to a time-share program.

W. “Employee” means any representative/solicitor utilized or retained by a developer/project owner for off-premises contact purposes, whether or not the relationship of independent contractor exists between the representative/solicitor and developer/project owner; provided, however, that the responsibility of a developer/project owner as to the conduct of any representative/solicitor shall be solely for the purposes of this chapter and shall not be deemed or construed to make a developer/project owner responsible in any manner for conduct of a representative/solicitor except with regard to the regulatory purposes of this chapter.

SECTION 3. Section 6.60.040 (Use permits) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

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.

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.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Council finds that this Ordinance is not a project requiring environmental review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15378(a) because it simply confirms and updates the existing regulation and thereby it does not have the potential for resulting in either a direct or indirect physical change in the environment.

SECTION 6. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 7. This Ordinance shall become effective 30 days following its adoption.

Adopted by the City of South Lake Tahoe City Council on May 6, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

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

Resolution 2025-004_Amendments to Time-Share Ordinance

Final Audit Report 2025-03-26

Created:	2025-03-25
By:	Yvette Miranda (ymiranda@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXSMcFyK1YjceayYGl1Gaogf7Eb4hjGb0

"Resolution 2025-004_Amendments to Time-Share Ordinance" History

Document created by Yvette Miranda (ymiranda@cityofslt.us)
2025-03-25 - 7:30:49 PM GMT

Document emailed to Michelle Davis (medavis@cityofslt.us) for signature
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Notice Name: First Reading of Time-share Ordinance PH

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Processing Fee	$0.00
Total	**$207.99**

See Proof on Next Page

NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090, 65091, and 65854 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on **May 20, 2025 at 5:30 p.m.**, or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

First Reading of Time-share Ordinance Amendment, City Code Chapter 6.60

Summary: Staff is proposing amendments to update the City's timeshare ordinance to clarify and explicitly state that fractional ownership of residential properties is regulated by the City's time-share ordinance, and to make other updates for consistency with state law and for clarity. On March 20, 2025, the Planning Commission unanimously adopted Resolution No. 2025-004, recommending that City Council adopt this ordinance. The City Council is asked to hold a first reading (by title only) and refer second reading and adoption to the meeting on June 3, 2025.

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City Council page of the City's website www.cityofslt.us or by contacting the City Clerk.

Susan Blankenship
Susan Blankenship, City Clerk
sblankenship@cityofslt.us
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, Ca 96150
(530) 542-6005

Published: May 9, 2025

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:12

Agenda Item: City Development Rights Annual Report

Executive Summary: Pursuant to City Council Resolution 2023-051, the Development Services Department shall have an appraisal prepared annually, analyzing the sale of development rights and recommending a fair-market value for such rights. The staff report provides an update on the appraised values and the corresponding suggested price per City policy.

Requested Action / Suggested Motions: Pass a Resolution accepting the development rights appraisal prepared by Johnson Valuation Group Limited and establishing a price point for the calendar year 2025 at one-third of the recommended fair market value outlined in the appraisal.

Responsible Staff Member: Katherine Moore, Assistant Planner

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

Attachments:

01-Staff_Report-Development_Rights.docx
02-Development_Rights_Inventory.docx
03-Res 2023-051 - TRPA Development Commodities.pdf
04-2025 Revised Appraisal.pdf
05-Resolution_-_Adopting_Development_Rights_Appraisal.docx

City of South Lake Tahoe
Report to City Council

Meeting Date: May 20, 2025

Title: City Development Rights Annual Report

Location: Citywide

Responsible Staff Member: Katherine Moore, Assistant Planner

Background: The City maintains an inventory of potential residential units of use, single and multi-family residential units of use, tourist accommodation units, commercial floor area, land coverage and Stream Environment Zone (SEZ) restoration credits, which have been accumulated from various sources (e.g., Environmental Improvement Projects, implementing of Community Plans and Area Plans, City purchase of land with attached development right). See Attachment 02 for an inventory of development rights owned by the City.

In order to establish a clear City policy for the disposition of these assets, the City Council on September 3, 2019, adopted Resolution 2019-067, which provided for a consistent and equitable disposition process, promoted the achievement of the City's affordable housing and community development goals, and provided certainty for the development community. The adopted resolution 1) establishes an annual determination for the fair market value of the development rights and specifies that the City Council will establish a price point for each category by applying a factor of one-third to be the recommended rate, 2) provides for the earmarking of sales revenue in the City's new Workforce Housing Fund (to be used for targeted affordable housing initiatives), 3) provides for the sale of development rights for deed-restricted housing projects at no cost, 4) provides for the sale of development rights for multi-family residential projects and mixed-use projects within an established Town Center at no cost, 5) provides for the sale of development rights for commercial or industrial projects that redevelop distressed properties at no cost, and 6) delegates authority to complete transactions to the City Manager.

On June 6, 2023, the City Council adopted Resolution 2023-051 (see Attachment 03), amending Resolution 2019-067 to set aside up to 70 banked tourist accommodation units to be converted to residential units of use and provided at no cost to construct new accessory dwelling units or multi-family rental units. The resolution requires deed restrictions to be placed on the properties prohibiting their use as a vacation home rental. For multi-family projects, language was also adopted, restricting the conversion of commercial floor area to other development rights.

Issue and Discussion: Pursuant to Resolution 2023-051 the City contracted with Mr. Ben Johnson of Johnson Valuation Group Limited to revise his 2024 appraisal and estimate the market value of the assets owned by the City. Mr. Johnson was tasked with providing a general overview of the market conditions in the Lake Tahoe Basin, providing a detailed analysis of the market for each development right, and recommending a per unit market value for each development right.

Mr. Johnson's scope of work included interviewing experienced land use planners well versed in TRPA's growth management system and project permitting, real estate agents, developers, and the staff of the California Tahoe Conservancy (CTC) & Nevada State Lands. Historically, these

two state agencies have been the primary source for development rights in the Tahoe Basin. Mr. Johnson also did extensive research on the existing market conditions, analyzed the sale of development rights, and completed a comparable sales analysis of each development right.

Appraisal and findings on the current state of the market are included in Attachment 04, which analyzes the change in market conditions for development rights from January 1, 2024, to December 31, 2024. After extensive research and careful consideration of all data available, site inspections, recent sales of development rights, and comparative analysis of comparable properties, Mr. Johnson recommends changes to the fair market value for Commercial Floor Area, Potential Residential Units of Use, Residential Units of Use, and Tourist Accommodation Units of Use. The revised appraisal report also includes a new category for Stream Environment Zone (SEZ) Restoration Credits.

Commercial Floor Area

The appraisal noted that Barton Healthcare has been the largest seller of CFA in the past and had two CFA sales in 2024 for $25 per square foot. Barton Healthcare offers the most competitive price to set the market, thus Mr. Johnson recommends increasing the estimated value of CFA from $22.50 to $25 per square foot.

Potential Residential Units of Use (PRUU)

The appraisal noted that there had been one closed sale of a PRUU at $14,500 and one asking price of a PRUU at $25,000. Thus, Mr. Johnson recommends increasing the estimated value of a PRUU from $5,000 to $15,000.

Residential Units of Use (RUU)

The appraisal noted that there had been four RUU sales in 2024. A land planner in Incline Village states that clients are actively looking for RUUs at the present time. However, a lack of sales data indicates that clients may be purchasing CFA and converting them to RUUs. Based on the information considered in the appraisal, it is estimated that the market value of an RUU is presently in the range of $30,000 to $35,000 each, which results in a correlated estimated value of $32,500. Thus, Mr. Johnson recommends increasing the estimated value of an RUU from $28,750 to $32,500.

Tourist Accommodation Units (TAU)

The appraisal noted that there had been one TAU sale in 2024 at $30,000. With consideration given to the increased price for an RUU over the last year, the estimated value of a TAU is $25,000 to $30,000 each, which results in a correlated value of $27,500. Thus, Mr. Johnson recommends increasing the estimated value of a TAU from $25,000 to $27,500.

Stream Environment Zone (SEZ) Restoration Credits

In 1997, The City of South Lake Tahoe received approval from TRPA for Phase 2 of the Ski Run Boulevard Stream Environment Zone Restoration (SEZ) Project. The project included the removal of existing structures and coverage in a disturbed SEZ, as well as restoring the SEZ to its natural state. As a result of the restoration, the City was credited with 42,260 square feet of SEZ restoration credits. The restoration credit has been recognized by TRPA as banked on APN 027-

073-029 and is available for transfer. Restoration credits can be used to mitigate impacts of development in stream environment zones (e.g, shoreline structures). The California Tahoe Conservancy (CTC) is the primary agency that sells SEZ restoration credits. The appraisal noted that the CTC had seven SEZ restoration credit sales in 2024 for $30 per square foot. The CTC offers the most competitive price to set the market, thus Mr. Johnson recommends establishing the market price for SEZ restoration credits to $30 per square foot.

The recommended market values for all city-owned development rights is listed in the table below.

Development Right	**Market Value Per Unit Based on Typical Retail Quantity**	**Price Point Based on City Council policy**
Land Coverage 1B	$30/Sq. Ft.	$10/Sq. Ft.
Land Coverage 4-7 (Potential) South Stateline HRA Upper Truckee HRA	 $7.50/Sq. Ft. $7.50/Sq. Ft.	 $2.50/Sq. Ft. $2.50/Sq. Ft.
Land Coverage 4-7 (Hard)	$25/Sq. Ft.	$8.33/Sq. Ft.
SEZ Restoration Credit	$30/Sq. Ft.	$10/Sq. Ft.
Commercial Floor Area	$25/Sq. Ft.	$8.33/Sq. Ft.
Potential Residential Units of Use	$15,000/Unit	$5,000/Unit
Residential Units of Use	$32,500/Unit	$10,833.33/Unit
Tourist Accommodation Units (City Owned)	$27,500/Unit	$9,166.67/Unit

Environmental Considerations: Implementing a policy for the sale of development rights and land coverage is not approval of a project under the California Environmental Quality Act (CEQA) Guidelines Sections 15352 and 15378. Any proposed project that uses development rights and/or land coverage purchased from the City would be required to go through a project-level environmental analysis pursuant to the CEQA Guidelines.

Financial Implications: Revenue generated from the sale of development rights and/or land coverage is used to support City Council Housing priorities. The revenue generated from direct sales of the development rights/land coverage is earmarked to support the City's Workforce Housing Fund (to be used for targeted housing initiatives). Satisfaction with all conditions of an approved sale, including project completion, is required before the funds are available for use.

Policy Implication: The City Council policies for distribution of development commodities is consistent with the following General Plan Land Use Element policy. Note that the target number of residential units has been updated in the recently adopted Housing Element (Resolution 2022-086).

Policy LU□1.10: Future Residential Development Rights (RDR) Commodities. The City shall pursue the maximum amount of available residential unit allocations from the Tahoe Regional Planning Agency in order to use them as an incentive for revitalization, including workforce housing, up to an additional 940 market rate units and 222 affordable units. (Note: please see the Housing Element for additional policies related to market rate and affordable housing, incentives, and locations).

CITY VERIFIED & BANKED DEVELOPMENT RIGHTS	
STATELINE HRA	
Low Capability Hard Coverage	68,143 SF
Low Capability Hard Coverage (ROW)	4,170 SF
High Capability Hard Coverage	68,460 SF
High Capability Hard Coverage (ROW)	40,784 SF
Soft Coverage	7,706 SF
Soft Coverage (ROW)	4,134 SF
UPPER TRUCKEE HRA	
Low Capability Hard Coverage	92,956 SF
Low Capability Hard Coverage (ROW)	1,927 SF
High Capability Hard Coverage	24,849 SF
High Capability Hard Coverage (ROW)	37,367 SF
Soft Coverage	-
Soft Coverage (ROW)	2,625 SF
OTHER DEVELOPMENT RIGHTS	
Airport 1b Hard Coverage	49,153 SF
SEZ Restoration Credit	42,260 SF
ERUU	8.5
PRUU	12
TAU City Owned	49
CFA Banked	20,690 SF
Sewer Units	67
Potential Coverage (LC 5)	150,000
COMMERCIAL FLOOR AREA POOLS	
South Y Industrial Community Plan	0 SF
Bijou/Al Tahoe Community Plan	6,150 SF
Tahoe Valley Area Plan	0 SF
Tourist Core Area Plan	0 SF
EIP 1 Pool	0 SF
EIP 2 Pool	4,780 SF
Community Plan Recharge	1,749 SF
Areas Outside of Community Plans	0 SF
Pre-Community Plan Adoption	0 SF
Special Projects CFA Assignments	0 SF
1740 D Street	11,274 SF
RESIDENTIAL ALLOCATIONS	
Single Family Pool	53
Multi-Family Pool	24
Town Center Pool	55

Resolution 2023-051

Adopted by the City of South Lake Tahoe
City Council

June 6, 2023

Adopting Policy Regarding Disposition of Tahoe Regional Planning Agency Development Commodities Owned by the City of South Lake Tahoe (Replaces Resolution 2022-051)

BACKGROUND

A. The Tahoe Regional Planning Authority (TRPA) is the land use authority and has established a development rights system to manage future development and a system to regulate the amount of land coverage in the Tahoe basin.

B. The TRPA development rights are land-use units that must be acquired before a property can be developed. Development rights include potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), and commercial floor area (CFA).

C. Permanent land coverage is also regulated by the TRPA to protect the Lake Tahoe watershed. Parcels are limited to a specified amount of land coverage and, in some cases, may be transferred to maximize the allowable amount on a given parcel.

D. The City of South Lake Tahoe is subject to applying the development rights and land coverage systems to our review and approval of land use entitlement applications that are subject to the TRPA/City Memorandum of Understanding.

E. The City has TRPA development rights and land coverage, which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development).

F. The City has been approached by project developers/applicants interested in securing development rights and land coverage from the City.

G. The City has independently sold or provided various TRPA development rights and land coverage to project developers/applicants based on the merits of the individual project.

H. Through the sale of TRPA development rights and land coverage, the City has also provided an environmental and economic incentive to projects which otherwise would not have been economically feasible.

I. The City believes it is appropriate and transparent to establish a policy that addresses the future distribution and sale of development rights and land coverage maintained by the City.

Based on the facts set forth in the background, be it resolved, that the City Council of the City of South Lake Tahoe:

1. Acknowledges and reserves the right to retain all necessary TRPA development rights and land coverage to support City-sponsored municipal projects; and

2. Hereby authorizes the distribution and sale of City maintained TRPA development rights and land coverage subject to the provisions of this policy; and

3. The City Council adopts the following policy for the distribution and sale of TRPA development rights and land coverage:

    A. Distribution and sale of TRPA development rights and land coverage shall be directed toward the development of residential, commercial, mixed-use, and industrial properties in the City of South Lake Tahoe.

    B. Distribution and sale of City-owned TRPA development rights and land coverage shall be consistent with the TRPA Regional Plan, TRPA Code of Ordinances, City of South Lake Tahoe General Plan and Municipal Code, and all other applicable community or area plan policies.

        i. When a developer/applicant requests City maintained TRPA development rights and/or land coverage for a project to be located within the City, the proposed project shall be evaluated to ensure the project is consistent with the following criteria;

            a. The subject property must be in the City of South Lake Tahoe; and

            b. The developer/applicant must have a planning application on file with the Development Services Department, prior to a project developer/applicant requesting development rights and/or land coverage; and

            c. The proposed project provides an environmental and/or economic benefit for the community.

    C. The distribution and sale of development rights and land coverage shall be to the affected parcel(s), not the developer/applicant; and

        i. Any change to an approved project (e.g., elevations, building size or siting, land uses, or density) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage. The City Manager has the discretion to require any project change to be reviewed by the City Council to

determine whether development rights or land coverage should be revoked. If revoked, the developer/ applicant will return to the City the allocated development rights and/or land coverage. The City shall reimburse the developer/applicant the price of sale, less the City's administrative processing fee.

D. The distribution and sale of TRPA development rights and land coverage shall be at no cost for the following projects:

   i. The sale of city-owned development rights and land coverage shall be at no cost to single or multi-family residential projects, which are deed restricted to accommodate low, very-low, and moderate-income families, as defined by the Department of Housing and Community Development HCD) annual State Income Limits, pursuant to Health & Safety Code Section 50093.

   ii. The sale of city-owned development rights and land coverage shall be at no cost to a developer/applicant of a multi-family residential project or a mixed-use project containing multi-family residential units, if the project is located with the boundaries of an identified Town Center.

      a. A mixed-use project can be the horizontal or vertical mix of uses residential, commercial and industrial).

   iii. The sale of city-owned development rights and land coverage shall be at no cost to commercial/industrial projects, when the property is deemed to be distressed and/or blighted, and the value of the proposed improvements and/or new construction are greater than fifty-one percent of the El Dorado County assessed value.

   iv. Seventy (70) City banked Tourist Accommodation Units are set aside and may only be used for converting to Residential Units of Use and sold at no cost for the construction of new Accessory Dwelling Units or the construction of new multi-family rental units (2 or more units) projects.

   Should an approved residential, commercial, mixed-use, or industrial project later choose to subdivide the land (pursuant to the Subdivision Map Act), all previously required deed restrictions will remain in force, or the developer shall reimburse the City the full market rate for said development rights/land coverage at the time of subdivision.

E. Should the City provide or sell development rights or land coverage for a project containing residential units, a deed restriction shall be placed on the property prohibiting use as a Vacation Home Rental as defined in City Code Section 3.50.370.

F. Commercial Floor Area shall only be provided or sold to a commercial project and shall not be converted to other development right types.

4. The City Council adopts the following implementation strategy for the distribution and sale of development rights and land coverage:

   A. The Development Services Department will have an appraisal prepared by a California licenses appraiser, analyzing the sale of each development right (potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), commercial floor area (CFA); and land coverage, for the preceding calendar year.

      i. The appraiser shall prepare the above-described report for presentation to the City Council on or before February 1 of each calendar year.

         a. The report shall describe the methodology used in determining the value of each development right category, including commercial floor area, and

         b. The report shall contain recommendations for each development right category, including land coverage; and

         c. The report shall also include a recommended tiers rate structure to address variances based on the scale of the project.

      ii. The City Council reserves the right to annually set the price point for each development right type and/or land coverage; and

         a. The established cost per category, shall be based upon one-third of the recommended appraisal rate.

      iii. A developer/applicant shall have one-year from the date of the approved development right/land coverage request to submit and obtain a building permit, issued through the City. If this milestone is unachievable the applicant may apply for an extension or relinquish the City granted development rights and land coverage.

      iv. One, one-year extension for the retention of approved development rights/ land coverage may be granted by the City Manager, based on the project continuing to meet the distribution policy and proceeding in a diligent manner, or relinquish the City granted development rights and land coverage.

      v. The sale and transfer of development rights/land coverage shall be completed prior to the issuance of a Certificate of Occupancy.

      vi. If any of the associated City Planning, Building and/or TRPA permits expire, the allocated development rights/land coverage shall be returned

to the City. The City shall also reimburse the developer/applicant for the cost of those development rights/land coverage, less the City's administrative processing fee.

vii. Should the project parcel(s) change ownership the development rights may be transferred to a new owner so long as the project is constructed as approved. Any change to an approved project (e.g., elevations, building siting, interior configuration) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage.

viii. When approved development rights/land coverage is banked on a sending parcel, the developer/applicant shall obtain TRPA Transfer of Development Rights approval prior to the issuance of a Certificate of Occupancy.

ix. The proceeds from the sale of city-owned development rights/land coverage shall be dedicated to the City's Workforce Housing Fund to support the City's affordable housing initiatives.

B. The City Council hereby delegates to the City Manager the authority to approve or deny, and to complete the distribution and sale of the development rights/land coverage inside the City of South Lake Tahoe consistent with the criteria outlined in this policy.

C. The City Council reserves the sole right to distribute and sell development rights/land coverage to private developers and other public agencies outside the City of South Lake Tahoe, and all such distribution and sales shall be at the full market rate at that time.

D. The City Council hereby directs the implementation of an annual review process of this policy to be completed prior to February 1, of each calendar year.

E. These policies supersede all other distribution and sale of development rights and land coverage policies adopted by the City Council through Resolution 2017-73, Resolution 2019-067, and Resolution 2022-051.

Adopted by the City of South Lake Tahoe City Council on June 6, 2023 by the following vote:

Yes: Bass, Creegan, Friedrich, Robbins and Wallace

Cristi Creegan
Cristi Creegan (Jun 9, 2023 08:15 PDT)

Date: Jun 9, 2023

Cristi Creegan, Mayor

Attest:

Sue Blankenship (Jun 8, 2023 12:42 PDT)

Susan Blankenship, City Clerk

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

Res 2023-051 TRPA Development Commodities

Final Audit Report 2023-06-09

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Johnson Valuation Group, Ltd. California / Nevada

Post Office Box 11430 ■ 124 McFaul Way, Ste. 201 ■ Lake Tahoe, Nevada 89448 ■ (775) 588-4787

March 14, 2025

Via E-Mail: kmoore@cityofslt.us

Katherine Moore
Assistant Planner
City of South Lake Tahoe

Re: TRPA Intangible Development Rights Valuation Update Letter

Dear Ms. Moore:

This is in response to your request for a letter addressing updated Market Values of the City of South Lake Tahoe's Lake Tahoe Basin Development Rights (intangible development rights). These Development Rights include Land Coverage, Restoration Credits, Commercial Floor Area (CFA), Residential Units of Use, Potential Residential Units of Use, and Tourist Accommodation Units (TAUs).

The undersigned previously prepared a narrative appraisal of the City's TRPA Development Rights with a date of valuation of January 30, 2020, and a date of issuance of March 26, 2020 ("Original Appraisal"). Subsequently, on August 28, 2020, the First Supplemental Letter to the Original Appraisal addressing updated market conditions from January 30, 2020, to August 28, 2020, was issued. On January 14, 2021, the Second Supplemental Letter to the Original Appraisal addressing Market Conditions from January 30, 2020, to January 14, 2021, was issued. On February 24, 2022, the Third Supplemental Letter to the Original Appraisal, with an effective date of valuation of January 31, 2022, was issued. On February 16, 2023, the Fourth Supplement Letter to the Original Appraisal was issued predicated upon a date of valuation of January 31, 2023. On March 8, 2024, I issued the Fifth Supplemental Letter predicated upon a date of valuation of January 31, 2024. This is the Sixth Supplement Letter to the Original Appraisal and is based on a date of valuation of January 15, 2025. This Sixth Supplemental Letter is incorporated by reference to the Original Appraisal, the

First Supplemental Letter, the Second Supplemental Letter, the Third Supplemental Letter, the Fourth Supplemental Letter and the Fifth Supplemental Letter. It is assumed the reader of this update letter has access to all aforementioned documents that are incorporated by reference herein and has reviewed full copies of all these documents.

This report is being prepared as a new Appraisal Report under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). It is an extraordinary assumption[1] of this appraisal that the reader of this appraisal has access to and has fully reviewed a full copy of the Original Appraisal and First through Fourth Update Letters

Advisory Opinion 3 of the 2024/25 edition of USPAP provides the following guidance relative to updating a prior appraisal.

"When developing an opinion regarding a property that was the subject of a previous assignment, the scope of work in the new assignment may be different from the scope of work in the prior one. In addition, rather than duplicating steps in the appraisal process, the appraiser can elect to incorporate some of the analyses from the previous assignment (those items that the appraiser concludes are credible and in compliance with the applicable development Standard) into the new assignment through the use of an extraordinary assumption."

This appraisal incorporates by reference the Original Appraisal. Advisory Opinion 3 of the 2024/25 edition of USPAP provides the following guidance relative to incorporating by reference a prior appraisal when completing a new assignment:

> *"a new report that incorporates by reference specified information/analysis from the prior report so that, in combination, the referenced portions and the new information/analysis added satisfies the applicable reporting requirements. When this incorporation by reference*

[1] This report, and the value conclusion(s) set forth herein, is subject to an extraordinary assumption. An extraordinary assumption is defined by the 2024/25 version of USPAP as "an assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."[1]

option is used, the following items from that prior report should be specifically identified in the new report to avoid being misleading:

- *subject property*
- *client and any other intended users*
- *intended use*
- *appraiser(s)*
- *effective date of value or assignment results*
- *date of report, and*
- *interest(s) appraised"*

Pursuant to your request, I have prepared this Sixth Supplemental Letter to update the 100% fee simple Market Values for TRPA commodities owned by the City of South Lake Tahoe to January 15, 2025, in typical retail quantities as identified in the Original Appraisal. In order to analyze how market conditions may have changed, the undersigned has reviewed market conditions for the improved commercial and residential real estate market and the changes in the market for TRPA Development Rights, searched the South Lake Tahoe Multiple Listing Service, and interviewed various market participants. The Client and Intended User of this letter is the City of South Lake Tahoe. The intended use is to assist the City of South Lake Tahoe in establishing the value of their owned TRPA intangible development rights in considering potential offers they may receive to purchase some of these rights.

The South Lake Tahoe Board of Realtors has collected the following data for the El Dorado County portion of the Lake Tahoe Basin for sales of single-family residences.

El Dorado County Portion of Lake Tahoe Basin
Single-Family Residential Sales

Year	Number of Sales	Median Sale Price	% Change	Median Sale Price/SF	% Change	Average Sales Price	% Change	Average Sales Price/SF	% Change	Total Sales Volume	% Change	Average Marketing Time
2007	379	$450,000		$312		$587,800		$349		$222,776,075		154 Days
2008	358	$407,000	-9.6%	$272	-12.8%	$517,817	-11.9%	$290	-17.0%	$185,378,602	-16.8%	170 Days
2009	449	$319,000	-21.6%	$220	-19.2%	$421,983	-18.5%	$237	-18.3%	$198,470,217	7.1%	158 Days
2010	514	$319,500	0.2%	$199	-9.5%	$414,606	-1.7%	$217	-8.3%	$213,107,415	7.4%	165 Days
2011	551	$266,000	-16.7%	$179	-10.1%	$352,988	-14.9%	$191	-12.0%	$194,496,253	-8.7%	162 Days
2012	703	$245,550	-7.7%	$177	-1.3%	$331,459	-6.1%	$188	-1.9%	$233,015,654	19.8%	149 Days
2013	648	$330,000	34.4%	$218	23.2%	$399,486	20.5%	$226	20.5%	$258,866,872	11.1%	119 Days
2014	588	$349,950	6.0%	$239	9.6%	$446,480	11.8%	$256	13.3%	$262,530,508	1.4%	117 Days
2015	624	$369,000	5.4%	$252	5.6%	$459,046	2.8%	$268	4.8%	$284,572,617	8.4%	116 Days
2016	688	$419,500	13.7%	$270	7.2%	$509,302	10.9%	$286	6.6%	$350,399,848	23.1%	115 Days
2017	668	$440,000	4.9%	$293	8.4%	$533,662	4.8%	$308	7.8%	$356,487,117	1.7%	103 Days
2018	611	$475,000	8.0%	$313	6.8%	$559,277	4.8%	$327	6.0%	$341,718,487	-4.1%	102 Days
2019	614	$485,000	2.1%	$320	2.3%	$633,599	13.3%	$351	7.4%	$389,029,682	13.8%	106 Days
2020	898	$586,000	20.8%	$351	9.8%	$734,140	15.9%	$387	10.3%	$659,249,013	69.5%	83 Days
2021	711	$710,000	21.2%	$463	31.8%	$888,456	21.0%	$481	24.3%	$631,692,490	-4.2%	70 Days
2022	576	$724,500	2.0%	$488	5.4%	$937,176	5.5%	$522	8.4%	$526,105,478	-16.7%	70 Days
2023	388	$685,000	-5.5%	$463	-5.0%	$837,426	-10.6%	$497	-4.7%	$324,921,436	-38.2%	83 Days
2024	452	$690,000	0.7%	$478	3.2%	$881,658	5.3%	$515	3.7%	$398,509,320	22.6%	96 Days
Current Listings (1/21/2025)	*127*	*$855,000*		*$499*		*$1,476,892*		*$559*				*98 Days*

In 2024, the median sale price of single-family residences increased by 0.7% and the median sale price per square foot increased by 3.2% The total sales volume increased by 22.6% and the average number days on market increased by 22.6%. Overall, the market is generally viewed as being stable at the present time.

Currently (as of 1/21/25) there are 127 listings in the El Dorado County portion of South Shore. The median listing price is $885,000 and average listing price is $1,476,892. Inventory has increased over the last two years. There is presently 3.37 months of supply of units presently available on the market based on 2024's total number of sales. In January 2023, there was less than a two-month supply of inventory.

Changes in the commercial market have also been considered. The demand for commercial properties is largely being driven by buyers completing tax deferred exchanges (1031 exchange) and desiring a replacement property in the Tahoe area. The market for

development land has experienced strong headwinds due to the increases in costs of construction (both labor and materials) and increased interest rates. Many commercial agents and owners indicate the market is in a stage of pause at the present time.

Next, the market for TRPA development rights has been considered. The undersigned interviewed staff at the California Tahoe Conservancy, real estate agents, and private TRPA consultants in January of 2025. These interviews indicated that there has been very limited sales of TRPA development rights over the last year and market participants have varying views of pricing and demand. Due in part to the very limited sales volume, market participants do not appear to have enough data points through which to form a consolidated view of market conditions and pricing for some TRPA development rights.

Class 1b Land Coverage/SEZ Restoration Credits

In the Fifth Update Appraisal (date of value of January 31, 2024), the value per square foot of 1b land coverage was estimated to be $30.00 per square foot. The California Tahoe Conservancy had seven sales for SEZ restoration credit in 2024 that all transacted at a price of $30 per square foot. Four of these sales were in the Upper Truckee Hydrological Area and three of these sales were in the Tahoe City Hydrological Area. In discussions with land planners, it was indicated that there is a relatively small market for small quantities of 1b coverage and sellers are largely able to name their price as the primary buyers are higher end residential properties that have inelastic demand.

There was one larger sale of 18,000 square feet of class 1b land coverage in August of 2024 that was sold from the former Colony Inn Site in the Tourist Core of South Lake Tahoe to 940 Southwood Boulevard in Incline Village. This sale transacted at $17 per square foot. The price reflected a bulk sale discount for a much larger than typical quantity of coverage in a single transaction

Land Planners reported sale prices of up to $35 per square foot for 1b Land Coverage in 2024 but generally indicated that the market accepts the CTC's established price of $30 per square foot for the primary basis of establishing value. Based on the CTC's current asking price, 2024 sales, the Market Value for 1b Coverage is estimated, as of January 15, 2025, at $30 per square foot for a typical retail quantity. This conclusion applies to both 1b potential coverage and 1b restoration credit.

High Capability Potential Coverage – Upper Truckee

In the Fifth Update Appraisal (date of value of January 31, 2024), the Market Value of high capability potential coverage in the Upper Truckee Hydrologic Basin was estimated at $7.50 per square foot. The CTC presently has an asking price of $7.50 per square foot.

Below is a summary of the high capability potential high capability coverage sales by the CTC in 2024 for the Upper Truckee Hydrologic Basin:

High Capability Potential Coverage Sales
Upper Truckee Hydrological Basin

Commodity	Amount of Coverage	Sale Price per SF	Sale Price	Escrow Close Date
Class 5 - Potential	550±sq. ft.	$7.50	$ 4,125.00	7/17/2024
Class 5 - Potential	313±sq. ft.	$7.50	$ 2,347.50	3/4/2024
Class 6 - Potential	490±sq. ft.	$7.50	$ 3,675.00	9/20/2024
Class 6 - Potential	364±sq. ft.	$7.50	$ 2,730.00	4/4/2024
Class 6 - Potential	44±sq. ft.	$7.50	$ 330.00	11/21/2024

As indicated, all of the CTC's sales of high capability potential coverage in the Upper Truckee Hydrologic Basin in 2024 were for $7.50 per square foot. Based on this data the Market Value of high capability potential coverage in the Upper Truckee Hydrologic Basin is estimated, as of January 15, 2025, at $7.50 per square foot for a typical retail quantity.

High Capability Potential Coverage – South Stateline

In the Fifth Update Appraisal (date of value of January 31, 2024), the Market Value of high capability potential coverage in the South Stateline Hydrologic Basin was estimated at $7.50 per square foot. The CTC presently has an asking price of $7.50 per square foot. The CTC did not have any high capability potential coverage sales in 2024 in the South Stateline Hydrologic Basin. There most recent sale was in 2023 and is summarized as follows:

High Capability Potential Coverage Sales
South Stateline Hydrological Basin

Commodity	Amount of Coverage	Sale Price per SF	Sale Price	Escrow Close Date
Class 7 - Potential	1,498	$7.50	$11,235	03/22/2023

As indicated, the CTC's most recent sale of high capability potential coverage in the South Stateline Hydrologic Basin was in March 2023 for $7.50 per square foot. Based on this data and the data contained in prior update appraisals, the Market Value of high capability potential coverage in the South Stateline Hydrologic Basin is estimated, as of January 15, 2025, at $7.50 per square foot for a typical retail quantity.

Restored Hard Coverage

In the In the Fifth Update Appraisal (date of value of January 31, 2024), the Market Value of restored hard coverage in the South Stateline Hydrologic Area and the Upper Truckee Hydrologic Area was estimated at $25.00 per square foot. The undersigned is not aware of any 2024 sales of restored hard coverage . The CTC's present asking price for restored soft coverage (Land Capability Classes 1 to 3) is $25.00 per square foot. Nevada State Lands has restored high capability coverage in the South Stateline Hydrologic Area available for $25.50 for a smaller quantity of 1 to 150 square feet. The asking price decreases to $22.00 for quantities from 151 to 1,500 square feet. It is important to note that Nevada State Lands only sells to properties located in Nevada.

Based on the limited information, the Market Value of restored hard coverage in the South Stateline Hydrologic Area and the Upper Truckee Hydrologic Area is estimated to be unchanged at $25 per square foot for typical retail quantities.

Commercial Floor Area (CFA)

In the Fifth Update Appraisal (date of value of January 31, 2024), the value per square foot of CFA was estimated to be $22.50 per square foot. Barton Healthcare is one of the larger owners of CFA in South Lake Tahoe and has had a standing asking price of $25 per square foot for many years. Barton Healthcare had two sales of CFA (732± square feet and 200± square feet) in 2024, both of which transacted at $25.00 per square foot.

Jessee Walker, of Wells and Barnett Associates, LLC, indicated a client of his was in contract in 2024 to sell CFA to a developer that planned to convert the CFA to RUUs for use in a proposed residential development project. The contract price was $25.00 per square foot, but the transaction failed as the buyer's proposed development was delayed.

Nick Exline reported prices up to $35 per square foot for CFA in 2024. However, Barton's standing offer price appears to set the market.

Based on a review, the estimated value of CFA, as of January 15, 2025, is $25.00 per square foot.

Residential Unit of Use (RUU)

In the Fifth Update Appraisal (date of value of January 31, 2024), the value of a Residential Unit of Use (RUU) was estimated to be $28,750.

In 2024, Wyatt Ogilvy reported that he has facilitated a couple of RUU transfers that ranged in price from $30,000 to $32,000.

Nick Exline indicated that his most recent sale price of an RUU was for $35,500.

Dustin Allen of Sierra Sotheby's sold one RUU in February of 2024 for $35,000.

Kevin Agan, a land planner in Incline Village, indicated that he is not aware of any sales for RUUs, but has clients actively looking for RUUs at the present time.

The undersigned is also aware of CFA being converted to residential units of use to create new RUUs, with property owners using existing CFA that was already owned or CFA that they acquired on the open market. At the current market price of $25.00 per square foot for CFA and 300 square feet of CFA being convertible to a single-family residential unit of use, it indicates the implied value of an RUU is $7,500. However, this process takes time, uncertainty and cost to purchase and convert CFA into an RUU. The lack of sales data uncovered as part of this assignment for RUUs indicates that buyers would rather go through the process of converting CFA as opposed to buying an RUU right on the open market at the present time. On the other hand, there would likely be a market premium attached to a RUU as opposed to buying CFA and converting it.

Based on the information considered herein, it is estimated that the Market Value of an RUU is presently in the range of $30,000 to $35,000 each. This range will be correlated to $32,500.

Tourist Accommodation Unit (TAU)

In the Fifth Update Appraisal (date of value of January 31, 2024) the value of a TAU was estimated to be $25,000.

Nick Exline reported pricing of $30,000 per TAU in 2024, all other TRPA consultants interviewed were not aware of any recent sales of TAUs in 2024.

With consideration given to the increased price for an RUU over the last year, the estimated present value of a TAU, as of January 15, 2025, is $25,000 to $30,000 and will be correlated to a final value conclusion of $27,500.

Potential Residential Unit of Use (Formerly Residential Development Right)

In the Fifth Update Appraisal (date of value of January 31, 2024), the Market Value of a Potential Residential Unit of Use was estimated at $5,000.

The undersigned is aware of one sale of a PRUU in 2024 for a price of $14,500 that was attached to Assessor's Parcel Number 031-224-009-000.

The undersigned is aware of one current listing of a PRUU for $25,000. This offering also includes 700± square feet of potential coverage in addition to the PRUU and it is not possible to extract the value of the coverage or PRUU from the offering individually. Additionally, this reflects an asking price as opposed to a closed sale.

Therefore, it is opined the value of a PRUU has increased to $15,000 as of January 15, 2025.

Summary of Value Conclusions

Overall, the market values summarized herein are based on limited sales data and values may continue to change in the near term as additional transactions occur. It is noted that of the various interviews conducted, many had materially different views of the pricing and future demand for various TRPA development rights. The value conclusions are summarized as follows:

Summary of Value Conclusions
As of January 15, 2025

Development Resource	Acronym	Market Value Per Unit Based on Typical Retail Quantity
Land Coverage 1B	N/A	$30.00/SF
SEZ Restoration Credits	N/A	$30.00/SF
Potential High Capability Land Coverage South Stateline Hydrological Area	N/A	$7.50/SF
Potential High Capability Land Coverage Upper Truckee Hydrological Area	N/A	$7.50/SF
Restored Hard High Capability Land Coverage South Stateline and Upper Truckee Hydrological Areas	N/A	$25.00/SF
Commercial Floor Area	CFA	$25.00SF
Residential Unit of Use	RUU	$32,500/Ea.
Tourist Accommodation Unit	TAU	$27,500/Ea.
Potential Residential Unit of Use	PRU	$15,000/Ea.

Respectfully Submitted,

Benjamin Q Johnson

Benjamin Q. Johnson, MAI
California Certified General Appraiser
License Number AG043925

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APPRAISER'S CERTIFICATION

Each of the undersigned do hereby certify that, unless otherwise noted in this appraisal report:

- I have not made a personal inspection of the property that is the subject of this report as it involves intangible development rights.
- I have no present or contemplated future interest in the real estate that is the subject of this appraisal report.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I am acting independently of the borrower.
- To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions, and conclusions herein are based, are true and correct.
- This report sets forth all the limiting conditions (imposed by the terms of our assignment or by the undersigned) affecting the analysis, opinions, and conclusions contained in this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute*, which include the *Uniform Standards of Professional Appraisal Practice*.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- The appraisal was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- This appraiser has performed services involving the subject property within the prior three years as an appraiser from the date of acceptance of this assignment.

- No one other than the undersigned prepared the analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report.

- The Appraisal Institute conducts a mandatory program of continuing education for its designated members. As of the date of this report, Benjamin Q. Johnson has completed the requirements under the continuing education program of the Appraisal Institute.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Respectfully Submitted,

Benjamin Q Johnson

Benjamin Q. Johnson, MAI
California Certified General Appraiser
License Number AG043925

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent upon the following assumptions and limiting conditions.

LIMITS OF LIABILITY

This report was prepared by Johnson Valuation Group, Ltd. All opinions, recommendations, and conclusions expressed during the course of this assignment are rendered by the staff of Johnson Valuation Group, Ltd., as employees, not as individuals. The liability of Johnson Valuation Group, Ltd. and its employees and associates is limited to the client only and to the fee actually received by the appraisal firm. There is no accountability, obligation, or liability to any third party. If the appraisal report is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the appraisal assignment. Neither the appraisers nor the appraisal firm is in any way to be responsible for any costs incurred to discover or correct any physical, financial and/or legal deficiencies of any type present in the subject property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in the event of a lawsuit brought by a lender, a partner or part owner in any form of ownership, a tenant or any other party, the client will hold the appraiser(s) and the appraisal firm completely harmless in such action with respect to any and all awards or settlements of any type in such lawsuits.

COPIES, PUBLICATION, DISTRIBUTION AND USE OF REPORT

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for any purpose or any function other than its intended use, as stated in the body of the report. The appraisal fee represents compensation only for the analytical services provided by the appraiser(s). The appraisal report remains the property of the appraisal firm, though it may be used by the client in accord with these assumptions and limiting conditions.

This appraisal is to be used only in its entirety, and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the appraiser(s) whose signature(s) appears on the appraisal report, unless it is indicated that one or more of the appraisers was acting as "Review Appraiser." No change of any item in the report shall be made by anyone other than the appraiser(s). The appraiser(s) and the appraisal firm shall bear no responsibility for any such unauthorized changes.

CONFIDENTIALITY

Except as provided for subsequently, neither the appraiser(s) nor the appraisal firm may divulge the analyses, opinions or conclusions developed in the appraisal report, nor may they give a copy of the report to anyone other than the client or his designee as specified in writing. However, this condition does not apply to any requests made by the Appraisal Institute for purposes of confidential ethics enforcement. Also, this condition does not apply to any order or request issued by a court of law or any other body with the power of subpoena.

INFORMATION SUPPLIED BY OTHERS

Information (including projections of income and expenses) provided by informed local sources, such as government agencies, financial institutions, Realtors, buyers, sellers, property owners, bookkeepers, accountants, attorneys, and others is assumed to be true, correct and reliable. No responsibility for the accuracy of such information is assumed by the appraiser(s). Neither the appraiser(s) nor the appraisal firm is liable for any information or the work product provided by subcontractors. The client and others utilizing the appraisal report are advised that some of the individuals associated with Johnson Valuation Group, Ltd. are independent contractors and may sign the appraisal report in that capacity. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable. To the best of my judgment and knowledge, all such information is considered appropriate for inclusion. In some instances, an impractical and uneconomic expenditure of time would be required in attempting to furnish absolutely unimpeachable verification. The value conclusions set forth in the appraisal report are subject to the accuracy of said data. It is suggested that the client consider independent verification as a prerequisite to any transaction involving a sale, a lease or any other commitment of funds with respect to the subject property.

TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE

The contract for each appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report. The appraisers(s) or those assisting in the preparation of the report will not be asked or required to give testimony in court or in any other hearing as a result of having prepared the appraisal, either in full or in part, except under separate and special arrangements at an additional fee. If testimony or a deposition is required, the client shall be responsible for any additional time, fees and charges, regardless of the issuing party. Neither the appraiser(s) nor those assisting in the preparation of the report is required to engage in post- appraisal consultation with the client or other third parties, except under a separate and special arrangement and at an additional fee.

EXHIBITS AND PHYSICAL DESCRIPTIONS

A survey of the property has not been made by the appraiser(s) and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in the report are there to assist the reader in visualizing the property and are not necessarily drawn to scale. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced or used apart from the report.

TITLE, LEGAL DESCRIPTIONS, AND OTHER LEGAL MATTERS

No responsibility is assumed by the appraiser(s) or the appraisal firm for matters legal in character or nature. No opinion is rendered as to the status of title to any property. The title is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report. The legal description, as furnished by the client, his designee or as derived by the appraiser(s), is assumed to be correct as reported. The appraisal is not to be construed as giving advice concerning liens, title status, or legal marketability of the subject property.

ENGINEERING, STRUCTURAL, MECHANICAL, ARCHITECTURAL CONDITIONS

This appraisal should not be construed as a report on the physical items that are a part of any property described in the appraisal report. Although the appraisal may contain information about these physical items (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed report on these physical items. The appraiser(s) is not a construction, engineering, or architectural expert, and any opinion given on these matters in this report should be considered tentative in nature and is subject to modification upon receipt of additional information from appropriate experts. The client is advised to seek appropriate expert opinion before committing any funds to the property described in the appraisal report.

Any statement in the appraisal regarding the observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, all mechanicals, and all matters relating to construction is based on a casual inspection only. Unless otherwise noted in the appraisal report, no detailed inspection was made. For instance, the appraiser is not an expert on heating systems, and no attempt was made to inspect the interior of the furnace. The structures were not investigated for building code violations, and it is assumed that all buildings meet the applicable building code requirements unless stated otherwise in the report.

Such items as conditions behind walls, above ceilings, behind locked doors, under the floor, or under the ground are not exposed to casual view and, therefore, were not inspected, unless specifically so stated in the appraisal. The existence of insulation, if any is mentioned, was discovered through conversations with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements regarding insulation cannot be guaranteed.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any comments on observed conditions given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is given as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating systems, air conditioning systems, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we would strongly suggest that a mechanical and/or structural inspection be made by a qualified and licensed contractor, a civil or structural engineer, an architect or other experts. This appraisal report is based on the assumption that there are no hidden, unapparent or apparent conditions on the property or improvements which would materially alter the value as reported. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and standard for the properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made in the appraisal as to the adequacy of insulation, the type of insulation, or the energy efficiency of the improvements or equipment which is assumed to be standard for the subject's age, type and condition.

TOXIC MATERIALS AND HAZARDS

Unless otherwise stated in the appraisal report, no attempt has been made to identify or report the presence of any potentially toxic materials and/or condition such as asbestos, urea formaldehyde foam insulation, PCBs, any form of toxic waste, polychlorinated biphenyl, pesticides, lead-based paints or soils or ground water contamination on any land or improvements described in the appraisal report. Before committing funds to any property, it is strongly advised that appropriate experts be employed to inspect both land and improvements for the existence of such potentially toxic materials and/or conditions. If any potentially toxic materials and/or conditions are present on the property, the value of the property may be adversely affected and a re-appraisal at an additional cost may be necessary to estimate the effects of such circumstances.

SOILS, SUB-SOILS, AND POTENTIAL HAZARDS

It is assumed that there are no hidden or unapparent conditions of the soils or sub-soil which would render the subject property more or less valuable than reported in the appraisal. No engineering or percolation tests were made and no liability is assumed for soil conditions. Unless otherwise noted, the land and the soil in the area being appraised appeared to be firm, but no investigation has been made to determine whether or not any detrimental sub-soil conditions exist. Neither the appraiser(s) nor the appraisal firm is liable for any problems arising from soil conditions. These appraisers strongly advise that, before any funds are committed to a property, the advice of appropriate experts be sought.

If the appraiser(s) has not been supplied with a termite inspection report, survey or occupancy permit, no responsibility is assumed and no representation is made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained.

Neither the appraiser(s) nor the appraisal firm assumes responsibility for any costs or for any consequences arising from the need or lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

ARCHEOLOGICAL SIGNIFICANCE

No investigation has been made by the appraiser and no information has been provided to the appraiser regarding potential archeological significance of the subject property or any portion thereof. This report assumes no portion of the subject property has archeological significance.

LEGALITY OF USE

This appraisal report assumes that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the appraisal report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national government, private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

COMPONENT VALUES

Any distribution of the total value between the land and improvements, between partial ownership interests or any other partition of total value applies only under the stated use. Moreover, separate allocations between components are not valid if this report is used in conjunction with any other analysis.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. It is assumed that the property is in direct compliance with the various detailed requirements of the ADA.

AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market studies or analyses, special highest and best use studies or feasibility studies have been requested or made by the appraiser(s) unless otherwise specified in an agreement for services and so stated in the appraisal report.

DOLLAR VALUES AND PURCHASING POWER

The estimated market value set forth in the appraisal report and any cost figures utilized are applicable only as of the date of valuation of the appraisal report. All dollar amounts are based on the purchasing power and price of the dollar as of the date of value estimates.

ROUNDING

Some figures presented in this report were generated using computer models that make calculations based on numbers carried out to three or more decimal places. In the interest of simplicity, most numbers have been rounded. Thus, these figures may be subject to small rounding errors.

QUANTITATIVE ANALYSIS

Although this analysis employs various mathematical calculations to provide value indications, the final estimate is subjective and may be influenced by my experience and other factors not specifically set forth in this report.

VALUE CHANGE, DYNAMIC MARKET, ALTERATION OF ESTIMATE BY APPRAISER

All values shown in the appraisal report are projections based on my analysis as of the date of valuation of the appraisal. These values may not be valid in other time periods or as conditions change. Projected mathematical models set forth in the appraisal are based on estimates and assumptions which are inherently subject to uncertainty and variations related to exposure, time, promotional effort, terms, motivation, and other conditions. The appraiser(s) does not represent these models as indicative of results that will actually be achieved. The value estimates consider the productivity and relative attractiveness of a property only as of the date of valuation set forth in the report.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value or value in use is a reflection of such benefits and of the appraiser's interpretation of income, yields and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation of the report, and are subject to change as market conditions change.

This appraisal is an estimate of value based on analysis of information known to us at the time the appraisal was made. The appraiser(s) does not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice. The appraisal report itself and the value estimates set forth therein are subject to change if either the physical or legal entity or the terms of financing are different from what is set forth in the report.

ECONOMIC AND SOCIAL TRENDS

The appraiser assumes no responsibility for economic, physical or demographic factors which may affect or alter the opinions in this report if said economic, physical or demographic factors were not present as of the date of value of this appraisal. The appraiser is not obligated to predict future political, economic or social trends.

EXCLUSIONS

Furnishings, equipment, other personal property and value associated with a specific business operation are excluded from the value estimate set forth in the report unless otherwise indicated. Only the real estate is included in the value estimates set forth in the report unless otherwise stated.

SUBSURFACE RIGHTS

No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

PROPOSED IMPROVEMENTS, CONDITIONED VALUE

It is assumed in the appraisal report that all proposed improvements and/or repairs, either on-site or off-site, are completed in an excellent workmanlike manner in accord with plans, specifications or other information supplied to these appraisers and set forth in the appraisal report, unless otherwise explicitly stated in the appraisal. In the case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. The estimate of market value is as of the date specified in the report. Unless otherwise stated, the assumption is made that all improvements and/or repairs have been completed according to the plans and that the property is operating at levels projected in the report.

MANAGEMENT OF PROPERTY

It is assumed that the property which is the subject of the appraisal report will be under typically prudent and competent management which is neither inefficient nor superefficient.

FEE

The fee for any appraisal report, consultation, feasibility or other study is for services rendered and, unless otherwise stated in the service agreement, is not solely based upon the time spent on any assignment.

LEGAL EXPENSES

Any legal expenses incurred in defending or representing ourselves concerning this assignment will be the responsibility of the client.

CHANGES AND MODIFICATIONS

The appraiser(s) reserves the right, at the cost of the client, to alter statements, analyses, conclusions, or any value estimates in the appraisal if any new facts pertinent to the appraisal process are discovered which were unknown on the date of valuation of this report.

DISSEMINATION OF MATERIAL

Neither all nor any part of the contents of this report shall be disseminated to the general public through advertising or sales media, public relations media, new media or other public means of communication without the prior written consent and approval of the appraiser(s).

The acceptance and/or use of the Appraisal Report by the client or any third party constitutes acceptance of the Assumptions and Limiting Conditions set forth in the preceding paragraphs. The appraiser's liability extends only to the specified client, not to subsequent parties or users. The appraiser's liability is limited to the amount of the fee received for the services rendered.

QUALIFICATIONS OF APPRAISER

BENJAMIN Q. JOHNSON

Professional Designations

MAI – Designated Member of the Appraisal Institute

State Licensing and Certification

Certified General Appraiser – State of California
License Number AG043925
(Certified through April 29, 2026)

Certified General Appraiser – State of Nevada
License Number A.0205542-CG
(Certified through November 30, 2026)

Professional Experience

Johnson Valuation Group, Ltd.	2015 to Present
Johnson-Perkins & Associates, Inc.	
Principal Appraiser	2009 to 2015
Senior Appraiser	2008 to 2009
Intern Appraiser	2006 to 2008
Research Assistant	2005 to 2006
General Electric	2002-2004
Finance Intern	(Summers Only)

Formal Education

Santa Clara University – Santa Clara, CA — 2005
Bachelor of Science in Commerce; Major in Economics

QUALIFICATIONS OF BENJAMIN Q. JOHNSON, (CONTINUED)

Qualified as an Expert Witness

Second Judicial District Court – State of Nevada
Third Judicial District Court – State of Nevada
Ninth Judicial District Court – State of Nevada
Superior Court of California, County of El Dorado
Superior Court of California, County of Placer
U.S. Bankruptcy Court, District of Nevada
U.S. Bankruptcy Court, Northern District of California

Offices Held and Appointments

Tahoe-Douglas Fire	
Trustee	2023 to Present
Vice Chair	2024
Nevada State Board of Equalization	
Board Member	2012 to 2022
Chairman	2019 to 2022
Tahoe Regional Planning Agency	
Land Use Commodities Market Steering Committee	2014
Appraisal Institute	
Reno-Carson-Tahoe Chapter	
Director	2011
Secretary	2012
Vice-President	2013
President	2014
Treasurer	2015
Chair of Candidate Guidance Committee	2013 to 2015
Nevada Chapter	
Northern Nevada Branch Chapter Vice Chair	2017
Region 1	
Nominating Committee	2015 to 2018
Eagle Scout Board of Review, Board Member	2016 to Present

Association Memberships and Affiliations

Leadership Development and Advisory Council (LDAC)	2010
Executives Association of Reno (EAR)	2009 to 2012
Tahoe Regional Young Professionals (TRYP)	2015 to 2016

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 20, 2025

Accepting the development rights appraisal prepared by Ben Q. Johnson, Johnson Valuation Group Limited, and establish a price point for each development right category, pursuant to City Council Resolution 2023-051

BACKGROUND

A. The City has TRPA development rights and land coverage, which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development).

B. On June 6, 2023, the City Council adopted Resolution 2023-051, which provided for a consistent and equitable disposition process, promoted the achievement of the City's affordable housing and community development goals, and provided certainty for the development community. The adopted resolution 1) established an annual determination for the fair market value of the development rights and land coverage.

C. The Development Services Department contracted with Ben Q. Johnson (Valuation Group Limited) a California licensed appraiser, to analyze the sale of each development right.

D. Ben Q. Johnson prepared a revised appraisal dated March 14, 2025 for consideration by the City Council.

E. The appraisal describes the methodology used in determining the value of each development right category, and includes a recommended fair market value for each right.

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

1. Accepts the development rights appraisal dated March 14, 2024, prepared by Ben Q. Johnson, Johnson Valuation Group Limited and the recommended rates.
2. Establishes the price point for each development right by applying a factor of one-third to the recommended rates included in the appraisal and as shown in Exhibit 1 of this resolution.
3. This resolution is effective immediately upon adoption.

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Adopted by the City of South Lake Tahoe City Council on May 6, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, Elected City Clerk

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

Exhibit 1

Development Right	Market Value Per Unit Based on Typical Retail Quantity	Price Point Based on City Council policy
Land Coverage 1B	$30/Sq. Ft.	$10/Sq. Ft.
Land Coverage 4-7 (Potential) South Stateline HRA Upper Truckee HRA	 $7.50/Sq. Ft. $7.50/Sq. Ft.	 $2.50/Sq. Ft. $2.50/Sq. Ft.
Land Coverage 4-7 (Hard)	$25/Sq. Ft.	$8.33/Sq. Ft.
SEZ Restoration Credit	$30/Sq. Ft.	$10/Sq. Ft.
Commercial Floor Area	$25/Sq. Ft.	$8.33/Sq. Ft.
Potential Residential Units of Use	$15,000/Unit	$5,000/Unit
Residential Units of Use	$32,500/Unit	$10,833.33/Unit
Tourist Accommodation Units (City Owned)	$27,500/Unit	$9,166.67/Unit

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 20, 2025
Agenda Item #:13

Agenda Item: 2025 Road Rehabilitation and Drainage Replacement Project: Construction Contract with All-American Construction, Two Reimbursement Agreements with South Tahoe Public Utility District, and Amendment to Agreement with Lumos and Associates for Construction Support Services

Executive Summary: This project is the annual Road Rehabilitation work. Staff is recommending awarding the 2025 Road Rehabilitation Project to All-American Construction, Inc. for a total of $4,033,731.00, plus a 10% contingency for $403,373.10. In addition, staff is recommending accepting the STPUD Reimbursement Agreements for the Herbert/Walkup In Lieu Fee and 2025 Road Rehab Utility Adjustments Reimbursement.

Requested Action / Suggested Motions: Pass a Resolution: 1) Authorizing and directing the Mayor to execute a contract with All-American Construction, Inc. for a total of $4,033,731.00, plus a 10% contingency of $403,373.10, for the 2025 Road Rehabilitation and Drainage Replacement Project; 2) Authorizing and directing the Mayor to execute South Tahoe Public Utility District Reimbursement Agreements for the Herbert/Walkup In-Lieu Fee Reimbursement and the 2025 Road Rehab Utility Adjustments Reimbursement; and, 3) Authorizing and directing the Mayor to execute Amendment No.1 to Agreement with Lumos and Associates for a not-to-exceed value of $7,840 for construction support services.

Responsible Staff Member: Stephen Anderjack, Project Manager and Brianna Greenlaw, Associate Civil Engineer

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

Attachments:

01-Staff Report-2025 Road Rehabilitation.docx
02-Resolution-2025 Road Rehabilitation Award.docx
03-Agreement All American (Exh. 3 to Reso).pdf
04-Herbert Walkup STPUD Reimbursement (Exh. 1 to Reso).pdf
05-STPUD 2025 Road Rehab Reimbursement (Exh. 2 to Reso).docx
06-Lumos Amendment 1 (Exh. 4 to Reso).pdf

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

Meeting Date: May 20, 2025

Title: Contract Award with All-American Construction, South Tahoe Public Utility District Funding Acceptance for In-Lieu Fee Reimbursements and the 2025 Road Rehabilitation and Drainage Replacement Project, and Amendment No. 1 to Agreement with Lumos and Associates

Location: Citywide

Responsible Staff Members: Stephen Anderjack, Project Manager, and Brianna Greenlaw, Associate Civil Engineer

Background: The Public Works Department assembles an annual paving project to maintain the City's roadway network. The 2025 Road Rehabilitation project will be in the Herbert/Walkup neighborhood to repair the streets trenched by STPUD's water and sewer replacements. Public Works staff assessed the storm drain infrastructure on the streets to be paved and found repairs needed before paving. Repairs to stormwater infrastructure need to be completed before paving to avoid excavation after paving, so all necessary stormwater infrastructure repairs have been included in the bid package for the contractor to complete before paving.

The drainage items (besides Aloha Basin) incorporated into the project were designed by Lumos and Associates.

In addition, a portion of the Upper Bijou Park Creek Project, Aloha Basin, has been incorporated into this project because it would involve trenching across Herbert Ave, a street to be paved on this project. The inclusion of this project will remove the need to trench Herbert Ave in the future.

Issue and Discussion: On March 31, 2025, the Public Works Department advertised the 2025 Road Rehabilitation and Drainage Replacement Project bid on the City PlanetBids website. The Project Notice to Bidders was also advertised in the Tahoe Daily Tribune per Public Contract Code requirements and the City's Main Website.

408 bidders were notified on PlanetBids and 12 prospective bidders downloaded the documents. The Project bidding period closed on April 22, 2025 at 1:00 pm.

Public Works received four sealed bids, which were publicly opened and read aloud at the scheduled bid opening at the City Public Works Building. All-American Construction, Inc. was determined to be the lowest responsible and responsive bidder, with a Total Bid (Base Bid + bid alts 1-7) of $5,165,471.00. The Engineer's Estimate for the bid was $7,261,523.95.

The bid results are as follows (Base Bid Amounts):

Name of Contractor	Total Bid
All-American Construction, Inc.	$5,165,471.00
McGuire and Hester	$5,517,712.00
Qual-Con	$5,531,856.00
Steimpel-Wiebelhaus Associates, Inc.	$7,978,269.00

The apparent low bidder, All American Construction, Inc's Base Bid and Bid Alt Pricing is Shown in the table below:

	Description	**Price**
Base Bid	Paving and Drainage Items – Walkup Rd., Herbert Ave. (South), Red Lake Rd., Aloha Rd., Hobart Rd.	$2,400,696.25
Bid Alt 1	Paving and Drainage Items – Woodland Rd.	$687,196.50
Bid Alt 2	Paving and Drainage Items – Herbert Ave. (North)	$396,155.25
Bid Alt 3	Paving and Drainage Items – Gilmore Lake Rd.	$396,376.50
Bid Alt 4	Paving and Drainage Items – Susie Lake Rd.	$373,913.50
Bid Alt 5	Paving and Drainage Items – Angora Lake Rd.	$361,450.00
Bid Alt 6	Paving and Drainage Items – Warr Rd.	$358,628.00
Bid Alt 7	Drainage Items - Aloha Basin	$191,055.00

The Public Works Department is recommending to award the Base Bid, and Bid Alts 1, 2, 6, and 7. Bid Alt 1 consists of full depth paving and drainage items on Woodland Rd. Bid Alt 2 consists of full depth paving and drainage items on North Herbert Ave. Bid Alt 6 consists of full depth paving and drainage items on Warr Rd. Bid Alt 7 consists of the construction of the Aloha Basin, a portion of the Upper Bijou Park Creek Project. The paving items on the contract will be funded by the Road Maintenance and Rehabilitation Account (RMRA SB-1), City Measure S Funds, and Utility In Lieu Fees. The drainage items of work will be funded from the Drainage Pipe Replacement account.

In addition to the 2025 Road Rehabilitation Project, the Public Works Department is continuing to fund the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase I, and the Pioneer Trail Pedestrian Improvement Project, Phase II. These funds have been approved as part of a separate Council actions on April 22, 2025 and May 6, 2025 respectively.

This paving portion of this project and has been designed by Easten Sierra Engineering and will include a 4" Asphalt section on top of 8" of Aggregate Base. This will provide a new wearing course as well as rebuild the structural integrity of each of the roadways. The city will also utilize a polymer modified binder oil in our asphalt, which provides additional flexibility and resiliency in harsh mountain climates.

The Public Works Department is also recommending the award of Amendment 1 (C-XXX-2025) to Lumos PSA for design services (C-004-2025). The construction assistance scope of this amendment covers submittal review, RFI review, CCO reviews, and record drawings. The total (not to exceed) cost of this amendment is $7,480, which brings the total contract value to $67,330. These services will be paid from the Drainage Pipe Replacement Account.

Financial Implications: The lowest responsive, responsible bid received for this project is All-American Construction, Inc., with a Base Bid of $2,400,696.25. With Bid Alt 1, 2, 6, and 7 included, the total contract value will be $4,033,731.00.

The total expected expense for this project is listed in the table below:

Expense Description	***Amount***
All-American Construction, Inc. (Base Bid + Bid Alt 1, 2, 6, 7)	$4,033,731.00
10% Construction Contingency	$403,373.10
On Site Construction Inspecting	$65,000.00
Materials Testing	$40,000.00
Labor Compliance Oversite	$4,000.00
TOTAL ANTICIPATED EXPENSES	$4,546,104.10

The City has on-call contracts with Black Eagle Consulting, Inc. for On Site Inspecting and Material Testing, and Willdan Engineering for Labor compliance services.

The currently available budget in the Street Overlay Program Account (301-50005-48030) is $4,128,208.10.

STPUD has also approved two reimbursement agreements to supplement the funding of this project. The Herbert/Walkup In Lieu Fee Reimbursement is the STPUD's payment to the City in lieu of paving the roads affected by utility trenching on their project. The total reimbursement for this work is $319,416.00. The second reimbursement agreement for this project is the 2025 Road Rehabilitation Reimbursement Agreement. This reimbursement agreement compensates the City for the STPUD utility access adjustments that are needed during paving. The 2025 Road Rehab Reimbursement Agreement is valued at $137,250 but may be less due to final payment quantities. The Public Works Department is recommending acceptance of both STPUD Reimbursements for this project.

The Aloha Basin items and other road related drainage items incorporated into the project will be paid from the Drainage Pipe Replacement Account 301-40049-48030. The anticipated drainage item cost total is $395,411.50.

The additional amount of $7,480 for Amendment 1 to Lumos PSA will be paid from the Drainage Pipe Replacement Account (301-40049-48030).

Environmental Considerations: This project is considered roadway rehabilitation and will not extend the boundaries of the existing roadways. 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.

The Planning Commission adopted the Initial Study/Mitigated Negative Declaration for the Upper Bijou Park Creek Project on November 19, 2020, and on May 16, 2024, the Planning Commission adopted

an addendum to the CEQA Initial Study/Mitigated Negative Declaration. This action does not require additional review under CEQA Guidelines section 15162.

Policy Implications: The City Council has included Street Rehabilitation as one of their Strategic Priorities and Goals in their 2021-2026 Strategic Plan. This project will help accomplish the City Council's objective as well as provide adequate roadways for all to use.

Resolution 2025-XX

Adopted by the City of South Lake Tahoe
City Council

May 20, 2025

Award of 2025 Roadway Rehabilitation and Drainage Replacement Construction Contract, and Acceptance of STPUD Reimbursement

BACKGROUND

A. The Public Works Department assembles an annual paving project to maintain the City's roadway network.

B. The pavement design for the 2025 Road Rehab was performed by Eastern Sierra Engineering. The drainage design for the project was designed by Lumos and Associates. Aloha Basin was designed by Wildscape Engineering.

C. The City advertised the 2025 Road Rehabilitation and Drainage Replacement project on March 31, 2025; bids were received on April 22nd, 2025. All-American Construction, Inc. was deemed as the apparent low bidder with a Total Bid Price (Base Bid + Bid Alts 1-7) of $5,165,471.00.

D. The Public Works Department recommends awarding the Base Bid, Bid Alt 1, 2, 6, and 7 for a total contract value of $4,033,731.00

E. The total expected expenses for this project are shown in the table below:

Expense Description	***Amount***
All-American Construction, Inc. (Base Bid + Bid Alt 1, 2, 6, 7)	$4,033,731.00
10% Construction Contingency	$403,373.10
On Site Construction Inspecting	$65,000.00
Materials Testing	$40,000.00
Labor Compliance Oversite	$4,000.00
TOTAL ANTICIPATED EXPENSES	$4,546,104.10

F. The City has on-call contracts with Black Eagle Consulting, Inc. for On Site Inspecting and Material Testing, and Willdan Engineering for Labor compliance services.

G. The currently available budget in the Street Overlay Program Account (301-50005-48030) is $4,128,208.10. The drainage items associated with the project will be paid from the Drainage Pipe Replacement Account (301-40049-48030). The expected costs of the drainage items is $395,411.50.

H. STPUD has also approved two reimbursement agreements to aide the funding of this project. The Herbert/Walkup In Lieu Fee Reimbursement is the STPUD's payment to the City in lieu of paving the roads affected by utility trenching on their project. The total reimbursement for this work is $319,416.00. The second reimbursement agreement for this project is the 2025 Road Rehab Reimbursement Agreement. This reimbursement agreement compensates the City for the STPUD utility access adjustments that are needed during paving. The 2025 Road Rehab Reimbursement Agreement is valued at $137,250 but may be less due to final payment quantities.

I. Amendment 1 is needed to Lumos's contract for construction engineering services. This amendment is a paid on a time and material basis with a not to exceed value of $7,840.

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

1. Authorizes and directs the Mayor to execute two reimbursement agreements with STPUD, attached hereto as Exhibits "1" and "2,", and accepts the STPUD reimbursement agreement funding in the total amount of $456,666 into Street Overlay Program/Paving Contracts revenue account 301-50005-34415 and appropriates budget for construction expenditures as shown in the table below:

Transfer To Account #	***Amount***	***Funding Source***
301-50005-48030	$319,416.00	STPUD Herbert/Walkup In Lieu Fee Reimbursement
301-50005-48030	$137,250.00	STPUD 2025 Road Rehab Utility Adjustment Reimbursement

2. Authorizes and directs the Mayor to execute the contract with All-American Construction, Inc., attached hereto as Exhibit "3," for a total of $4,033,731.00, plus a 10% contingency for $403,373.10.
3. Authorizes and directs the Mayor to execute Amendment 1 (C-XXX-2025) to Lumos PSA (C-004-2025, attached hereto as Exhibit "4") for construction support services.

Adopted by the City of South Lake Tahoe City Council on May 20, 2025, 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:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

AGREEMENT

DOCUMENT 00500 - AGREEMENT

CITY OF SOUTH LAKE TAHOE
Public Works Department

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS
AGREEMENT
for

2025 ANNUAL ROAD REHABILITATION AND DRAINAGE REPLACEMENT PROJECT
PWC 25-30150005-01
CITY BID NO. 25-30150005-01-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 _____, 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 **2025 ANNUAL ROAD REHABILITATION AND DRAINAGE REPLACEMENT 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, 2025 (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 $1,000 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 $500 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, 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 (Walkup, Hobart, Aloha, Red Lake Rd, S Herbert)					
BID ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**
1	Mobilization	LS	1	$160,000.00	$160,000.00
2	Traffic Control	LS	1	$80,000.00	$80,000.00
3	Temp Erosion Control	LS	1	$2,500.00	$2,500.00

4	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	30	$1,800.00	$54,000.00
5	Dig Out and Repair (Unsuitable Material)	CY	100	$190.00	$19,000.00
6	4" AC (2 Lifts) on 8" AB (Including Removal of Existing AC and Subbase)	SY	23660	$84.50	$1,999,270.00
7	Roadway Striping (Stop Bar 12 in Wide - White)	LF	100	$10.00	$1,000.00
8	Roadway Striping (Bike Xing/Sharrow - White)	EA	6	$130.00	$780.00
9	Roadway Striping (Crosswalk Hatching - White)	EA	2	$1,000.00	$2,000.00
10	Roadway Striping (4" Fog Line - White)	LF	3063	$0.50	$1,531.50
11	Roadway Striping (4" Double Centerline - Yellow)	LF	1333	$0.75	$999.75
12	Rip Rap Installation	CY	35	$485.00	$16,975.00
13	Object Marker with Snow pole	EA	4	$250.00	$1,000.00
14	Earthen Swales/Ditch Grading	LS	1	$28,000.00	$28,000.00
15	36" DIA Sediment Trap	EA	1	$7,000.00	$7,000.00
16	12" DIA RCP (Class IV) Storm Drain Pipe	LF	111	$240.00	$26,640.00

	BASE BID TOTAL				**$2,400,696.25**

BID ALT 1 - WOODLAND RD					
BID ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**
A1.1	Traffic Control	LS	1	$52,000.00	$52,000.00
A1.2	Temp Erosion Control	LS	1	$600.00	$600.00
A1.3	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	12	$1,800.00	$21,600.00
A1.4	Dig Out and Repair (Unsuitable Material)	CY	10	$190.00	$1,900.00
A1.5	4" AC (2 Lifts) on 8" AB (Including Removal of Existing AC and Subbase)	SY	6337	$84.50	$535,476.50
A1.6	Roadway Striping (Stop Bar 12 in Wide - White)	LF	1	$10.00	$10.00
A1.7	36" DIA Sediment Trap	EA	1	$7,200.00	$7,200.00
A1.8	Drainage Inlet	EA	1	$6,600.00	$6,600.00
A1.9	Concrete Curb and Gutter (Replace in Kind)	LF	116	$150.00	$17,400.00
A1.10	12" DIA RCP (Class IV) Storm Drain Pipe	LF	184	$240.00	$44,160.00
A1.11	Object Marker with Snow pole	EA	1	$250.00	$250.00
	BID ALT 1 TOTAL				**$687,196.50**

BID ALT 2 - NORTH HERBERT AVE					
BID ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**
A2.1	Traffic Control	LS	1	$21,000.00	$21,000.00
A2.2	Temp Erosion Control	LS	1	$600.00	$600.00
A2.3	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	6	$1,800.00	$10,800.00
A2.4	Dig Out and Repair (Unsuitable Material)	CY	10	$190.00	$1,900.00
A2.5	4" AC (2 Lifts) on 8" AB (Including Removal of Existing AC and Subbase)	SY	4095	$84.50	$346,027.50
A2.6	Roadway Striping (Stop Bar 12 in Wide - White)	LF	1	$10.00	$10.00
A2.7	Roadway Striping (Slow School Xing - Yellow)	EA	1	$500.00	$500.00
A2.8	Roadway Striping (Crosswalk Hatching - White)	EA	1	$1,000.00	$1,000.00
A2.9	Roadway Stiping (4" Fog Line - White)	LF	2666	$0.50	$1,333.00
A2.10	Roadway Stiping (4" Double Centerline - Yellow)	LF	1333	$0.75	$999.75
A2.11	12" DIA RCP (Class IV) Storm Drain Pipe	LF	47	$255.00	$11,985.00

	BID ALT 2 TOTAL				**$396,155.25**

BID ALT 6 - WARR RD					
BID ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**
A6.1	Traffic Control	LS	1	$21,000.00	$21,000.00
A6.2	Temp Erosion Control	LS	1	$600.00	$600.00
A6.3	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	6	$1,800.00	$10,800.00
A6.4	Dig Out and Repair (Unsuitable Material)	CY	10	$190.00	$1,900.00
A6.5	4" AC (2 Lifts) on 8" AB (Including Removal of Existing AC and Subbase)	SY	3824	$84.50	$323,128.00
A6.6	Cement Slurry Backfill	CY	4	$300.00	$1,200.00
	BID ALT 6 TOTAL				**$358,628.00**

BID ALT 7 - ALOHA BASIN					
BID ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**
A7.1	Decommission Existing Storm Drain Pipe (Aloha Basin)	LF	45	$125.00	$5,625.00
A7.2	Remove Existing Storm Drain Pipe (Aloha Basin)	LS	1	$8,000.00	$8,000.00
A7.3	Remove, Salvage, and Install Lodgepole (Aloha Basin)	EA	3	$3,600.00	$10,800.00
A7.4	Concrete Curb and Gutter (Replace in	LF	70	$175.00	$12,250.00

	Kind) (Aloha Basin)				
A7.5	Earthwork (Aloha Basin)	LS	1	$50,000.00	$50,000.00
A7.6	Vegetated Channel (Aloha Basin)	LF	85	$54.00	$4,590.00
A7.7	15" DIA RCP (Class IV) Storm Drain Pipe (Aloha Basin)	LF	85	$285.00	$24,225.00
A7.8	18" DIA RCP (Class IV) Storm Drain Pipe (Aloha Basin)	LF	45	$310.00	$13,950.00
A7.9	Overflow DI w/ Trash Rack (Aloha Basin)	EA	1	$14,160.00	$14,160.00
A7.10	Drainage Inlet (Aloha Basin)	EA	1	$7,000.00	$7,000.00
A7.11	Storm Drain Flared End Section and Rock Outlet Protection (Aloha Basin)	EA	2	$4,200.00	$8,400.00
A7.12	Armored Tie In Channel at DI Outlet (Aloha Basin)	LS	1	$3,500.00	$3,500.00
A7.13	Revegetation Treatment, Type A (Aloha Basin)	SF	78	$25.00	$1,950.00
A7.14	Revegetation Treatment, Type C (Aloha Basin)	SF	5620	$3.50	$19,670.00
A7.15	Revegetation Treatment, Type D (Aloha Basin)	SF	1460	$4.75	$6,935.00
	BID ALT 7 TOTAL				**$191,055.00**

TOTAL CONTRACT SUM $4,033,731.00

For the Total Contract Sum of FOUR MILLION THIRTY THREE THOUSAND SEVEN HUNDRED THIRTY ONE 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.

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) Bidder's Bond (Document 00410);

(e) Designation of Subcontractors (Document 00420);

(f) Good Faith Effort for Local Hiring on Public Works Contracts (00421);

(g) Verification of Contractor and Subcontractor DIR Registration (00423);

(h) California Air Quality Control Board (CARB, Certificates of Reported Compliance (CRC) (00424);

(i) Self-Performance Declaration (Document 00425);

(j) Debarment and Suspension Certifications (Document 00430);

(k) Non-Collusion Declaration (Document 00432);

(l) Worker's Compensation Certification (Document 00435);

(m) Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440);

(n) Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450);

(o) Disclosure of Lobbying Activities (Document 00466);

(p) Agreement (Document 00500);

(q) Payment Bond Form (Document 00610);

(r) Performance Bond Form (Document 00620);

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

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

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

(v) Bid Document Certification (Document 00650);

(w) 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;

(x) 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 2023; the Standard Plans of the State of California, Department of Transportation, dated 2023, and the South Lake Tahoe Public Improvement and Engineering Standards);

(y) Supplemental Conditions (Document 00800), if any;

(z) General Requirements, if any;

(aa) Construction Progress Documentation (Document 01300);

(bb) Technical Specifications;

(cc) Contract Drawings;

(dd) Addenda (numbers ___ to____, inclusive; and

(ee) 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, the California Tahoe Conservancy, Board members, employees, agents, the Architect/Engineer, the Engineer/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:
Public Works Director/City Engineer
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150-6251

Notices required to be given to Contractor:
_____
_____
_____
_____

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 _____
Mayor, City of South Lake Tahoe,
State of California

Contractor: _____

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

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND FORM

DOCUMENT 00610 - PAYMENT BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and _____ hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to:

_____

_____

pursuant to the said Agreement dated _____, 20__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required by California law, including, without limitation, Part 6 (commencing at §8000), Division 4 of the California Civil Code to furnish a Bond in connection with said Agreement.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of South Lake Tahoe in the penal sum of: _____._ Dollars ($ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in §9100 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the total sum herein above specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement

pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall the Surety be released from its obligations hereunder by reason of any breach of contract between the City of South Lake Tahoe and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in §9100 of the California Civil Code and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the ____day of _____, 20__.

PRINCIPAL:	**SURETY:**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Address	Address

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

SURETY COMPANY ATTORNEY-IN-FACT
STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.
)

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

WITNESS MY HAND AND OFFICIAL SEAL:
(SEAL)

_____
Notary Public for the State of California.

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

END OF DOCUMENT 00610

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND FORM

DOCUMENT 00620 - PERFORMANCE BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and _____hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to:

_____

_____

pursuant to the said Agreement dated _____,20__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of South Lake Tahoe in the penal sum of: _____Dollars ($_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Agreement and any alterations made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of South Lake Tahoe, its employees, council members and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

If the City of South Lake Tahoe shall provide notice that it considers the Principal to be in default, Surety, upon receipt of such written notice, shall, within thirty (30) days, conduct any and all investigations that it deems necessary and appropriate to perform. Surety agrees to do so in order to be in a position to respond timely and efficiently, with the best interests of the overall completion of the Project as the primary goal, and without detriment to the Project or the City of South Lake Tahoe, should the City of South Lake Tahoe elect to exercise its right to terminate the Principal's right to proceed due to default.

If the City of South Lake Tahoe issues a written notice of termination for default, Surety shall, within fifteen (15) calendar days, tender a written program to City of South Lake Tahoe which comprehensively details Surety's proposed completing contractor, its personnel and the manner in which the Surety will immediately honor its performance bond obligations. The time for completion of the Project shall not be extended as a result of the notice to the Surety, the election by City of South Lake Tahoe to terminate Principal's right to proceed for default, and/or the time it takes Surety to act as required hereunder.

Surety agrees that in responding to any such notice of default of its Principal, Surety shall not be entitled to tender as its completion contractor the Principal or any entity owned, controlled or affiliated with Principal. The response by Surety to City of South Lake Tahoe shall include whether the Surety intends to use the key project personnel of Principal as part of the staff of the Completing Contractor, and the consent by City of South Lake Tahoe of the right to use some, any or all of those proposed individuals shall be at the sole and absolute discretion of the City of South Lake Tahoe. No claim shall be made arising from the good faith exercise by City of South Lake Tahoe of the discretion denying any such request.

As a condition precedent to the satisfactory completion of the said Agreement, the above obligation shall hold good for the maximum period of time allowed by applicable law (including all statutes of limitation or repose) and commensurate with the obligations owed by the Principal to the City of South Lake Tahoe, during which time, if the Principal, Principal's heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the City of South Lake Tahoe from loss or damage made evident during said period, the above obligation shall be and remain in full force and effect.

The terms and conditions of the Agreement between the Principal and the City of South Lake Tahoe are expressly incorporated into this Performance Bond as though set forth in full.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the terms of the said Agreement, or to the Work to be performed thereunder, shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or deletion to the terms of the said Agreement or to the Work. And the said Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845.

In the event suit is brought upon this Bond by the City of South Lake Tahoe and judgment is recovered, Surety shall pay all costs incurred by the City of South Lake Tahoe in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____day of _____, 20__.

PRINCIPAL:	**SURETY:**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Address	Address

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

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF EL DORADO) ss.
)

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

_____
Notary Public for the State of California.

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

END OF DOCUMENT 00620

CITY OF SOUTH LAKE TAHOE
AGREEMENT
FOR ROAD REPAIRS

This Agreement is made and entered into as of _____ by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **South Tahoe Public Utility District**, a California Special District ("the District").

RECITALS

A. In the 2024 construction season, the District commenced the Herbert Walkup Pipeline Replacement Project (Project), which replaced old water and sewer mains, located under multiple streets within the City. The Project was located within the Upper Bijou Neighborhood.

B. The Project requires cutting the pavement surface to allow trenching and subsurface excavations within the City' s public rights- of way. Accordingly, on April 18, 2024 the District obtained an Encroachment Permit with the City of South Lake Tahoe, so that its contractor could construct the Project.

C. As provided in the City's Encroachment Permit, the Permittee is required to repair the section of the road impacted by the Project in accordance with the City' s Public Improvements and Engineering Standards (PIES).

D. The City's PIES requires full-width traffic lane pavement surface grinding and asphalt concrete overlay, two inches in depth where trenching work extends 250 linear feet or more. In addition, transverse pavement trenching in excess of three road cuts within 250 lineal feet of roadway also require full- width traffic lane(s) of pavement surface grinding and asphalt concrete overlay, two inches in depth.

E. For the purpose of the Project, the City and the District have agreed to limit the extent of pavement repair work performed by the District and the District will compensate the City in the amount provided in this Agreement for the cost of pavement grinding and overlay of City streets required in accordance with the City's PIES.For the purpose of the Project, the City prefers receipt of payment from the District in lieu of the District performing the standard PIES required pavement grinding and overlay work.

F. The City has an annual pavement rehabilitation program that may involve grinding or pulverizing the full street width of existing pavement surfaces, paving streets with asphalt concrete pavement, or construction of minor storm drain and ancillary roadway improvements.

G. The City routinely enters into public works contracts to maintain City roads and may achieve economies of scale by including more road sections in future contracts.

H. The parties desire to enter into this Reimbursement Agreement to achieve efficiencies and better service for their respective customers.

AGREEMENT

1. District Obligations.

a. During 2024, the District implemented its Herbert Walkup Pipeline Replacement Project within City of South Lake Tahoe in accordance the projects plans submitted to the Public Works Department.

b. Instead of repaving the City-maintained roads following the Herbert Walkup Pipeline Replacement Project, the District agrees to make permanent trench or pothole repairs and compensate the City a lump sum of $319,416, to repave the sections of City-maintained roads the District would have repaved under the PIES ("Repavement Work"). For the purposes of this Agreement, the permanent trench repairs performed by the District are defined as repairing the pavement the width of the trench (minimum of 4 ft) with 4" minimum compacted AC or match existing AC depth.

c. The District shall pay City for Repavement Work in the amount of $319,416. The District's payment shall be made in a lump sum amount within 30 days of receiving a written payment request from the City.

d. In no case shall the District be responsible for additional reimbursement to the City for Repavement Work associated with the Project, regardless of any price escalation or increased costs to the City for its future paving work including the Repavement Work.

2. City Obligations.

a. All Repavement work performed by the City shall be completed under a public works contract for road repair and be awarded through a competitive bid process in accordance with California Public Contract Code, section 22030 et seq. City shall pay prevailing wage for the Repavement Work in accordance with California Labor Code section 1770 et seq. City shall require Payment and Performance Bonds in the amount of 100% of Repavement Work.

b. City will complete the paving of the Repavement Work at the appropriate time, in its sole discretion, based on the City's annual paving needs and priorities.

c. City shall send to the District a written reimbursement request.

d. City shall use the funds received for the Repavement Work towards repaving roads within the City of South Lake Tahoe, including minor storm drain and ancillary roadway improvements.

3. Term/Time of Performance. This Agreement shall be effective as of the date written above, and shall terminate six months after the effective date, or sooner if full reimbursement has been made in accordance with the provisions of this Agreement or this Agreement is terminated in accordance with Section 4.

4. Termination. This Agreement may be terminated by City or the District for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, City shall be entitled to reimbursement for Repavement Work performed up to the effective date of termination.

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

5. Indemnity. The District shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, on or account of, injuries or death to any person, including but not limited to workers, City employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of the District's performance under this Agreement, except for the sole or active negligence of the City, its officers and employees, or as expressly prescribed by statute. This duty of the District to indemnify and save City harmless includes the duties to defend set forth in California Civil Code section 2778.

   City shall defend, indemnify, and hold the District, its officers, officials, employees, and volunteers harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, on or account of, injuries or death to any person, including but not limited to workers, the District employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of City's performance under this Agreement, except for the sole or active negligence of the District, its officers and employees, or as expressly prescribed by statute. This duty of City to indemnify and save the District harmless includes the duties to defend set forth in California Civil Code section 2778.

6. Insurance Requirements. City and the District attest to having adequate insurance for General Liability and Automobile Liability, and in accordance with California Labor Code section 3700 for Workers' Compensation and shall provide evidence of insurance if requested to do so by the other party.

7. 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:	Public Works Director City of South Lake Tahoe 1740 D Street 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 the District:	South Tahoe Public Utility District 1275 Meadow Crest Dr, South Lake Tahoe, CA 96150

8. Assignment. Neither party shall assign this Agreement or any part thereof of any monies due hereunder.

9. No Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and the Parties hereto expressly disclaim any such third-party benefit.

10. 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.

11. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the City Manager and the District General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.

12. 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.

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

14. 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.

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

16. 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.

17. Authority to Enter Agreement. The Parties have all requisite power and authority to conduct their 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_____

Tamara Wallace, Mayor

SOUTH TAHOE PUBLIC UTILITY DISTRICT:

By _____

Paul Hughes, General Manager

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

ATTEST:

By_____

Susan Blankenship, City Clerk

ATTEST:

By Melonie Guttry

Melonie Guttry, Clerk of the Board

Reimbursement Agreement
Between
City of South Lake Tahoe &
South Tahoe Public Utility District

This AGREEMENT, entered into effect on _____, is between the City of South Lake Tahoe, a municipality of the State of California, referred to herein as "CITY," and the South Tahoe Public Utility District, referred to herein as "DISTRICT."

Recitals

1. CITY secured funding, prepared contract documents, will advertise, and intends to award and administer a construction contract for the approved work, to be completed by the lowest responsible bidder, for installation of improvements for the 2025 Road Rehabilitation Project, PWC #30150005, referred to herein as "PROJECT." The project area includes the following streets: Walkup Rd, Hobart Rd, Aloha Rd, Red Lake Rd, Warr Rd, Herbert Ave, Woodland Rd, Gilmore Lake Rd, Susie Lake Rd, Angora Lakes Rd.

2. DISTRICT owns and maintains sanitary sewer and potable water utility facilities with surface completions (valve boxes and sewer manholes) within the limits of the PROJECT which require relocation and modifications to accommodate the PROJECT improvements, while continuing to meet their intended purpose as water and sewer utilities in conformance with applicable regulations, as shown on the PROJECT plans, identified by bid items, and referred to herein as "WORK."

3. DISTRICT hereby acknowledges review of PROJECT plans and contract specifications for the WORK and agrees in principal to the construction in the manner proposed.

4. DISTRICT agrees to pay the CITY for the approved WORK, on the basis of identified bid items for the PROJECT, which are incorporated by this reference and noted herein to this Agreement.

5. DISTRICT agrees to make payment to the CITY for the WORK performed on behalf of the DISTRICT.

6. The terms of this Agreement shall supersede any inconsistent terms of any prior agreement or Memorandum of Understanding relating to the WORK.

7. The parties define herein below the terms and conditions under which the WORK is to be financed, constructed, owned, operated, and maintained.

I. CITY Agrees:

1. To perform the WORK in accordance with the PROJECT plans in order to achieve its intended purpose.

2. All WORK performed by CITY or on its behalf by a licensed contractor, shall be monitored for compliance with the PROJECT plans and contract specifications by CITY personnel or CITY's designated representative.

3. To permit DISTRICT personnel to monitor, participate, and perform any additional quality assurance measures as deemed necessary for compliance of the WORK with DISTRICT standards and practices.

4. Upon completion of the WORK and all work incidental thereto, to furnish the DISTRICT with a detailed statement of construction costs, including specific location of each unit being charged, the basis of which is identified bid items for the PROJECT subject to reimbursement from the DISTRICT

5. To the extent that the guarantees or bonds required by the CITY's contracts for the PROJECT pertain to the WORK, the CITY agrees to enforce its rights thereunder in order to protect the DISTRICT'S interests in the sanitary sewer and potable water utility facilities.

6. After completion of the WORK, the CITY agrees to enforce any contractor or product manufacturer warranties or guarantees for the portion of the WORK that the CITY is performing for the DISTRICT for the benefit of the DISTRICT.

7. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occuring by reason of anything done or omotted to be done by CITY under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemntation, or other theories or assertions of liability incurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

II. DISTRICT Agrees:

1. To reimburse the CITY for the WORK performed, as shown on the PROJECT plans as well as any additional relocation or modifications to the DISTRICT'S sanitary sewer and potable water utility systems that is found necessary during construction that is first approved in writing by the DISTRICT.

2. The reimbursement payment to the CITY will be within 30 days of receipt of a detailed statement of construction costs for the WORK; subsequent to final acceptance of the WORK by the DISTRICT and payment for the WORK by the CITY to its contractor.

3. To perform, at no cost to CITY, any additional quality assurance measures as DISTRICT deems necessary, beyond that which is currently scheduled for and identified in the PROJECT plans and contract specifications.

4. To accept ownership of the completed constructed WORK, operate and maintain the constructed facilities as part of the DISTRICT sanitary sewer and potable water utility systems.

5. Neither CITY nor any officer of employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that DISTRICT shall fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this AGREEMENT.

III. Mutually Agreed:

1. Upon completion of the WORK to be performed by CITY in accordance with the PROJECT plans and contract specifications, the new sanitary sewer and potable water utilities shall become the property of the DISTRICT. Deviations from the PROJECT plans and contract specifications for the WORK, initiated by either the CITY or DISTRICT, shall be agreed upon by both parties hereto by Amendment.

2. Modifications to the WORK shall be mutually agreed upon by the parties to this Agreement and memorialized in an Amendment to this Agreement.

3. If the PROJECT, which precipitated this Agreement, is canceled or modified so as to eliminate the necessity of the WORK; the CITY will notify DISTRICT in writing and either party may then terminate

this Agreement. The DISTRICT shall reimburse the CITY for any portion of the WORK completed prior to termination.

4. The CITY agrees to pay the contractor for work completed on the identified bid items, which are incorporated by this reference as the WORK, subject to reimbursement from the DISTRICT. Any changes in quantities of the bid items shall be agreed to by both the CITY and DISTRICT. The DISTRICT Staff is authorized without Amendment to approve up to 125% of the total WORK of the identified bid items herein which are based on the Unit Cost contract price for lowest responsible bidder for the PROJECT.

5. That the parties will be relieved of their respective duties and obligations hereunder if performance of this Agreement is prevented by the elements, natural disaster or acts of God, or if they are ordered or enjoined from performing hereunder by any court or regulatory agency having jurisdiction. Either party may discontinue performance of its duties and obligations hereunder if the other party breaches any term or condition of this Agreement.

6. That the PROJECT bid items (by No.) representing the WORK are as follows, excluding storm drain, gas or any other miscellaneous boxes:

Base Bid - Walkup Rd, Hobart Rd, Aloha Rd, Red Lake Rd, South Herbert Ave.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	ESTIMATED BID QTY	UNIT BID PRICE	BID ITEM TOTAL
4	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	27	$1,800	$48,600

ADD BID ALT 1 Woodland Rd, ALT 2 North Herbert Ave, ALT 3 Gilmore Lake Rd, ALT 4 Susie Lake Rd, ALT 5 Angora Lakes Rd, ALT 6 Warr Rd

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	ESTIMATED BID QTY	UNIT BID PRICE	BID ITEM TOTAL
A1.3	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	11	$1,800	$19,800
A2.3	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	5	$1,800	$9,000
A3.3	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	5	$1,800	$9,000
A4.3	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	3	$1,800	$5,400
A5.3	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	4	$1,800	$7,200

A6.3	Adjust Existing Manholes and Utility Boxes/Valves to Grade	EA	6	$1,800	$10,800

Contingency for changes in quantity (25%)	$27,450.00
Maximum authorized reimbursement	**$137,250.00**

IV General Provisions

1. 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.

2. If to CITY:
Anush Nejad
Director of Public Works
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Provide a copy to:
City Attorney
City of South Lake Tahoe
1901 Airport Road, Suite 300
South Lake Tahoe, CA 96150

If to DISTRICT
South Tahoe Public Utility District
Attn: Paul Hughes, General Manager
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

3. No 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.

4. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the CITY Manager and the DISTRICT General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.

5. 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.

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

7. 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.

8. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between DISTRICT and CITY. All prior written and oral communications, including correspondence,

drafts, memoranda, and representations, are superseded in total by this Agreement.

9. 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.

10. Authority to Enter Agreement. CITY and DISTRICT have all requisite power and authority to conduct its business and to execute, deliver, and perform the WORK defined in this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

11. No Third party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party to this Agreement and the parties expressly disclaim any such third-party benefit.

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

Tamara Wallace, Mayor City of South Lake Tahoe	David Peterson, Board President South Tahoe Public Utility District

APPROVED AS TO FORM:

Heather Stroud, City Attorney

ATTEST:	ATTEST:
Susan Blankenship, City Clerk	Melonie Guttry, Clerk of the Board

City of South Lake Tahoe
Amendment No. 1 to 2025 Road Rehab Drainage Replacement Project,
Professional Services Agreement with
Lumos and Associates (C-004-2025)

The Professional Services Agreement entered into on January 16, 2025, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Lumos and Associates ("CONSULTANT") is hereby amended as set forth below.

The Contract is hereby revised to add the following,

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated January 16, 2025, to the Professional Services Agreement adds the construction assistance work described within attached **Exhibit,** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, is based on time and materials, not to exceed $7,840, as described in **Exhibit, Addendum #1 – Construction Assistance**. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $67,330, without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

   IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Professional Services Agreement with Lumos and Associates to be executed on May 20, 2025.

CITY OF SOUTH LAKE TAHOE

By: _____
Tamara Wallace, Mayor

Date: _____

CONSULTANT

By: _____
Dan Stucky, Director
Lumos and Associates

Date: _____

Business License # 314513

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

Exhibit: Scope for Addendum #1 – Construction Assistance

LUMOS & ASSOCIATES

Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno www.LumosInc.com

El Dorado Hills
3840 El Dorado Hills Boulevard, Suite 301
El Dorado Hills, California 95762
916-980-8228

April 30, 2025 11539.000 Addendum #1

Brianna Greenlaw, P.E.
Associate Civil Engineer
City of South Lake Tahoe
1740 D St
South Lake Tahoe, CA 96150
Via email: bgreenlaw@cityofslt.us

Subject: City of South Lake Tahoe – 2025 Culvert Replacements Project
Addendum #1 – Construction Assistance

Dear Ms. Greenlaw:

Lumos & Associates, Inc. (Lumos) is pleased to provide you with this addendum for construction assistance services for the 2025 Culvert Replacements project in the City of South Lake Tahoe, California.

Project Understanding

The proposed project involves the replacement of aging storm drain culverts, new storm drain pipe and inlet installation, swale grading, and basin excavation in the Bijou Community of the City of South Lake Tahoe, as depicted on the approved plans, Job. No. PWC 25-30150005. Per our recent correspondence on April 28th, 2025, the City intends to award the base bid and bid alternatives 1, 2, and 6. It is our understanding that the City would like to retain Lumos' services for Construction Assistance from April – October 2025. We propose the following task to assist you with this work:

Project Scope

Task 7 – 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 34 hours of assistance. 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 7	Construction Assistance (Time & Materials NTE)	$7,480
	Total:	**$7,480**

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

Dan Stucky, P.E.
Director of Engineering

2025 Agenda Planning Calendar (Updated 05 15 2025)

Department		Agenda Item	Agenda Section
June 3, 9 a.m.	**City Attorney**	Time-Share Ordinance Amendments (Second Reading)	Consent
		Ord Amending VHR Regulations Outside Tourist Core (First Reading)	PH
	CA/PD	Potential Amendment to Ord Regarding SMD	NB
	City Clerk	Bike Month	Proc
	City Manager	California Climate Action Corps Fellows Projects Presentation	Presentation
		EV Charging Station High Priority Selection/Budget Allocation	UB
	Dev Services	ADU Parcel Analysis	NB
		Quarterly Housing Report	NB
	Finance	Quarterly Budget and Financial Status Report as of March, 2025	Consent
		Investment Portfolio Report as of March 2025	Consent
	HR	Approval of City Salary Table	Consent
	Public Works	CSA Assessment Confirmation (Snow Removal Parcel Tax)	PH
		Draft 2025/26 CIP Recommendation	NB
		Facilities Conditions Report	NB
		SB 1 Resolution	Consent

2025 Agenda Planning Calendar (Updated 05 15 2025)

		Contract Amendment with JKAE for Rec Center	Consent
June 17, 5:30 p.m. STRSA	**City Attny**	Ord Amending VHR Regulations Outside Tourist Core (Second Reading)	Consent
		VHR Permit Preference Resolution	NB
	City Mngr	Cannabis Tax Rate Discussion	NB
	Dev Services	Pay for Success Agreement Tahoe Coalition for the Homeless	UB
		Emergency Shelter and Warm Room Discussion	NB
		South Tahoe Refuse Delinquent Fees Report	PH
	Finance	Direct Charge of Mello-Roos Special Tax for CFD 1995-1 for FY 25-26	Consent
		Annual Special Tax for CFD 2001-1 Series 2015 Special Tax Refunding Bo	STRSA Consent
	Fire	CTC Contract	NB
	Parks	Regan Beach Grant Acceptance and Budget Allocation	NB
		El Dorado Beach Revetment Project and Budget Allocation	NB
	Police	VHR Fees and Staffing	NB
	Public Works	Award of PD Roof Replacement	Consent
		Public Works Annual Report	Consent
		Award Grant Writing Services for CIP Projects	Consent

2025 Agenda Planning Calendar (Updated 05 15 2025)

Aug.12, 9 a.m.	**City Manager**	Follow up report from RSG, Inc. on economic development of Chateau	UB
		Cannabis Grant Award Recommendation	NB
	Dev Services	Mid-Town Area Plan Draft Presentation and Implementation Discussion	NB
	HR	Ratification of Agreement with Patrick Clark Consulting	NB
	Public Works	Award Contract for Hwy 50 Corridor Study	NB
		Sierra Blvd Speed Limit Report	PH
		Bijou Connector Project Construction Award	Consent
		Blank Eagle Material Testing and Full Time Inspection Contract Amendmen	Consent
Aug. 26, 9:00 a.m.		Budget Workshop	
Sep.9, 9 a.m.			
Sep. 23, 5:30 p.m.	**Finance**	Draft User Fee Study Presentation	NB
Oct. 21, 5:30 p.m.	**City Clerk**	Pet Wellness Awareness Month (Humane Society, Erin Ellis)	Proclamation
	Dev Services	2025 California Building Standards Code Adoption (First Reading)	NB
Nov. 18, 2025	**City Clerk**	Council Representatives Annual Reports	
	Dev Services	2025 California Building Standards Code Adoption (Second Reading)	Consent
		PC/APLUC/BBOA Annual Report	NB

2025 Agenda Planning Calendar (Updated 05 15 2025)

	Finance	Independent Citizen's Oversigt Committee Annual Report (Measure P)
	Parks & Rec	P&R, ACT Annual Reports
	Police	PAC Annual Report
Unscheduled/Pending		
	City Attorney	Discussion: City Requirement to Replace Housing Units within the City
		Ethics Policy Revisions
	City Clerk	Records Management Policy
		City Seal Alteration
	City Manager	Grants/Funding for Undergrounding Utilities
		South Tahoe Transit JPA Discussion
	Dev Services	Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation
		Competative PHLA Budget Appropriation and Loan Agreement
		Discussion: Second Home Cap/Permit Options
		Regional Housing Policy Subcommittee
	Finance	Disolution STJPPFA
	Fire	

2025 Agenda Planning Calendar (Updated 05 15 2025)

Parks & Rec	Events and Facitilies Naming Rights Discussion
Police	2024 Update to Parking Fees in the Bellamy Parking Garage
	Barton Community Health Needs and Harm Reduction Update
Police/PW	Bike Paths, Bike Parking, Vehicle Parking
Public Works	Geothermal Use Discussion Item
	Award James-Eloise Drainage Upgrade
	TTD US 50 Plans Presentation
	Award Lakeview and Ski Run Electrical Upgrades
	Award PS&E for Sugar Pine Bike Path Project
	Award Grant Writing Services Contract
	Award US 50 RSA City Portion Upgrades